



**Government
of South Australia**

TRS19D2861

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Hon Stephen Mullighan MP
Member for Lee
Unit 1, 62 Semaphore Road
SEMAPHORE SA 5019

lee@parliament.sa.gov.au


Dear Mr Mullighan

APPLICATION UNDER THE *FREEDOM OF INFORMATION ACT 1991*

I refer to your application made under the *Freedom of Information Act 1991* (FOI Act), dated 15 October 2019.

Your application seeks access to:

"All minutes, briefings and correspondence titled 'Office of the Public Sector – Upcoming Expiration of Statutory Appointment as Commissioner for Public Sector Employment – Ms Erma Ranieri' as described on the Objective document management system, between 23 February 2019 and 15 October 2019."

The legislative prescribed timeframe to determine this application has expired and is now deemed to have refused you access to all documents relevant to your application. I refer to my letter dated 3 November 2019 where I sought additional time to make my determination.

The purpose of this letter is to advise you of my determination. An extensive search was conducted within this office. A total of 1 document was identified as answering the terms of your application.

I grant you part access to 1 document; a copy of which is enclosed.

Released in Part

I have determined to release the briefing in part, removing the Commissioner's mobile number and personal address, which if released, would be an unreasonable disclosure of personal affairs. I have determined to exempt this information pursuant to clause 6(1).

Exemption

Clause 6 – Documents affecting personal affairs

- (1) *A document is an exempt document if it contains matter the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person.*

Please note, in compliance with Premier and Cabinet Circular PC045 - *Disclosure Logs for Non-Personal Information Released through Freedom of Information* (PC045), the Department of Treasury and Finance is now required to publish a log of all non-personal information released under the *Freedom of Information Act 1991*.

In accordance with this Circular, any non-personal information determined for release as part of this application, may be published on the DTF website. A copy of PC045 can be found at the following address: <https://dpc.sa.gov.au/resources-and-publications/premier-and-cabinet-circulars>. Please visit the website for further information.

As I am determining this application as Principal Officer, Section 29(6) of the Act does not provide for an internal review. If you are dissatisfied with my determination you are entitled to exercise your rights of external review with the Ombudsman.

Alternatively, you can apply to the South Australian Civil and Administrative Tribunal. If you wish to seek a review, Section 39(3) of the Act states you must do so within 30 calendar days of receiving the determination.

If you require any further information, please contact Vicky Cathro on 8226 9769.

Yours sincerely



Hon Rob Lucas MLC
Principal Officer

18 January 2020

MINUTE

22/2/19
File No: T191053
Physical ID: TRS1900415



Government of South Australia
Office of the Commissioner
for Public Sector Employment

MINUTES forming ENCLOSURE to

File: DPC18/3295

Reg: DPC19D00304

TO: THE TREASURER

SUBJECT: UPCOMING EXPIRATION OF STATUTORY APPOINTMENT AS
COMMISSIONER FOR PUBLIC SECTOR EMPLOYMENT – MS ERMA RANIERI

PURPOSE

- To provide you as the Minister responsible for the *Public Sector Act 2009* ('PS Act'), with information regarding the upcoming expiry of my statutory appointment as Commissioner for Public Sector Employment.

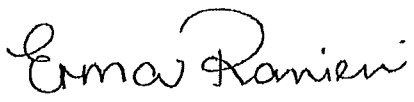
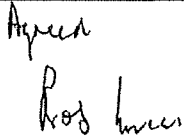
DISCUSSION

- The Commissioner for Public Sector Employment ('Commissioner') is a statutory role established under Part 4 of the PS Act.
- Appointment to this role is by the Governor following a submission to Cabinet.
- I was appointed as Commissioner on 1 July 2014 under an Instrument of Appointment ('the Instrument'). My appointment was for a five year term with a Total Remuneration Package Value (TRPV) of \$359,573 per annum (**Attachment 1**).
- My statutory appointment as Commissioner is due to expire on 30 June 2019.
- In July 2018, the Office of the Commissioner for Public Sector Employment ('the Office') became an Attached Office established under the PS Act, and the position of Chief Executive was established within the Office. On 1 July 2018, I was appointed to the position of Chief Executive in addition to my existing statutory appointment as Commissioner, for a period of three years expiring on 30 June 2021 (**Attachment 2**).
- In accordance with my Chief Executive contract of employment, I agreed to be remunerated under that contract and not seek any remuneration as Commissioner under the Instrument. My current Chief Executive TRPV is \$424,000 per annum.
- The terms and conditions of my employment are set out in both the Chief Executive contract and the Instrument.
- If my statutory appointment is to be aligned with the duration of my Chief Executive contract, it will require an extension of two years.
- My office is happy to arrange a time for us to meet and discuss this matter further. Alternatively this matter could be added to the agenda for our next regular meeting scheduled for 1 March 2019.
- Should you have any queries, please contact me directly on [REDACTED] or erma.ranieri@sa.gov.au

RECOMMENDATIONS

- Note the information outlined within this briefing.

NOTED

 Erma Ranieri COMMISSIONER FOR PUBLIC SECTOR EMPLOYMENT 21/02/2019	 Hon. Rob Lucas MLC THE TREASURER 31 / 3 /2019
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Attachments:

1. Instrument of Appointment – Commissioner for Public Sector Employment
2. Contract of Employment – Chief Executive, Office of the Commissioner for Public Sector Employment

Schedule 1

TERMS AND CONDITIONS OF APPOINTMENT

COMMISSIONER FOR PUBLIC SECTOR EMPLOYMENT

1. TITLE

The title of the Office is the Commissioner for Public Sector Employment ("the Commissioner")

2. INTERPRETATION

In the construction of this Schedule, unless the contrary intention appears:

"the Act" means the *Public Sector Act 2009* as amended from time-to-time or its successor;

"the Department" means the Department of the Premier and Cabinet;

"the Minister" means the Minister for the time being responsible for the Act.

"Total Remuneration Package Value" means the sum that results from aggregating the sums specified in Schedule 2 (as amended from time to time) as representing the values of monetary and non-monetary benefits to which the Commissioner is entitled to under this appointment including employer superannuation contributions (whether or not by way of salary sacrifice).

3. NATURE OF APPOINTMENT

The appointment of the Commissioner as a statutory office holder is made pursuant to section 13 of the Act on the terms and conditions set out in this Schedule.

4. TERM

4.1 The appointment is for a period of 5 years commencing on the 1 July 2014 unless such appointment shall be sooner lawfully terminated.

4.2 The Commissioner will be eligible for a further appointment on the expiry of this appointment.

4.3 The conditions of any further appointment will be determined by the Governor and subject to a new Instrument of Appointment.

5. DUTIES

- 5.1 The Commissioner will diligently carry out the duties of the office in accordance with Part 4 of the Act.
- 5.2 The Commissioner will also undertake high-level duties assigned to them from time-to-time by the Premier pursuant to section 22(1)(g) of the Act provided that those duties are not inconsistent with the other legislative duties of the Office.
- 5.3 The Commissioner will not be subject to any form of direction or control by the Chief Executive of the Department in relation to the performance of their statutory duties under Part 4 of the Act, including any duties assigned to them under either section 14 (2) of the Act or clause 5.4 of this Schedule. However, the Commissioner will be accountable to the Chief Executive of the Department, for the effective and prudent management of resources under their control, including the management of those departmental employees assigned to assist the Commissioner.
- 5.4 The Commissioner must devote their time and attention during ordinary hours of business and also at all other times as may be necessary to fulfil the duties and responsibilities of the office.
- 5.5 The Commissioner will not engage in any remunerative employment, occupation or business outside their duties without the prior express written consent of the Minister.

6. REMUNERATION

- 6.1 The Commissioner will be entitled to be remunerated at the rate of \$359,573 per annum (inclusive of superannuation and a motor vehicle) as at the date of this appointment. That remuneration takes into account time spent outside the ordinary hours of business on the performance of their duties under this appointment.
- 6.2 The entitlement of the Commissioner to a motor vehicle and to salary sacrifice part of their Total Remuneration Package Value and the terms and conditions relating thereto are the same as for Chief Executives in the South Australian Public Service.
- 6.3 Schedule 2 sets out the Total Remuneration Package Value to which the Commissioner is entitled.
- 6.4 The Total Remuneration Package Value to which the Commissioner is entitled will be varied whenever and to the same extent that Cabinet approves a general increase in the remuneration paid to Chief Executives in the South Australian Public Service. In that event a new Schedule 2 incorporating that change will be substituted for the existing Schedule 2.

6.5 If at any time there is a change in the cost or the value to be attributed to any of the non-monetary benefits specified in Schedule 2, the Minister may determine the reasonable cost or value to be attributed to that change and give written notice to the Commissioner. A new Schedule 2 incorporating the change and any consequential change in the components of the Commissioner's Total Remuneration Package Value will then be substituted for the existing Schedule 2.

6.6 If the Commissioner notifies the Minister that they wish to contribute to a complying superannuation scheme, that has not been established under South Australian legislation the Government will make a pre tax employer contribution into that scheme at a rate not less than the rate required from time to time to satisfy fully the Commonwealth Superannuation Guarantee legislation. In the absence of any subsisting notification by the Commissioner, the Government will make contributions on his behalf into the Southern State Superannuation Scheme to the extent required under the *Southern State Superannuation Act 1994*.

7. LEAVE

The Commissioner will be entitled to the same recreation leave, personal leave, special leave and long service leave as a person appointed to the South Australian Public Service. No leave loading will be payable.

8. TERMINATION

Without prejudice to any other lawful powers, privileges and rights, the Governor may terminate the appointment of the Commissioner pursuant to section 13(4) of the Act or suspend the Commissioner from office with pay consistent with section 36 of the *Acts Interpretation Act 1915*.

9. MEDICAL EXAMINATION

9.1 If it appears to the Minister or their nominee that the Commissioner has failed to carry out the duties as Commissioner satisfactorily or in accordance with the Performance Standards due to either mental or physical incapacity, the Minister or their nominee may require the Commissioner to undergo a medical examination by a qualified medical practitioner selected by the Director from a panel of medical practitioners nominated by the Minister or their nominee. Any such medical examination is to be at the expense of the State.

- 9.2 Medical reports provided to the Minister or their nominee will only be used for the purpose for which they were obtained and otherwise dealt with in accordance with the Information Privacy Principles issued by Cabinet and *State Records Act 1997* and destruction schedules issued under that Act. A copy of any report obtained under this clause will be released to the Commissioner if they request and the Director may furnish medical reports obtained by themselves to the Minister or their nominee within fourteen (14) days of being provided with a copy of any report in the custody of the Minister or nominee.

10. CONFIDENTIALITY

The Commissioner will not at any time during their appointment or at any time thereafter other than in the proper discharge of their duties or with the prior written consent of the Minister, or to the extent that they are required by law, divulge to any other person any information confidential to the Crown in right of the State of South Australia or confidential to the office of Commissioner, which they may acquire or have acquired in the course of this appointment.

11. CONFLICTS OF INTEREST

As soon as reasonably practicable after their appointment the Commissioner will disclose all of their pecuniary interests to the Minister in accordance with section 17 of the *Public Sector (Honesty and Accountability) Act 1995* and thereafter comply in all respects with section 17 of that Act.

12. PROPERTY

- 12.1 Upon the expiration or earlier termination of their appointment the Commissioner will immediately deliver to the Minister or their nominee all property relating to the business of the Crown in right of the State of South Australia which belongs to the Crown.
- 12.2 Any intellectual property created by the Commissioner during the term of the appointment to the Office will remain the property of the Crown in right of the State of South Australia unless otherwise agreed in writing between the Commissioner and Minister.

13. NOTICES

Any notices which the Commissioner may give to the Minister must be delivered or sent by prepaid post to the Minister at his office for the time being, and any notice given by the Minister must be delivered or sent by prepaid post to the Commissioner's last known residential address.

Schedule 2

ERMA RANIERI, COMMISSIONER FOR PUBLIC SECTOR EMPLOYMENT

TOTAL REMUNERATION PACKAGE VALUE

Part A

Monetary Remuneration

<i>Salary and Allowances</i>	\$	TBA
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Non Monetary Benefits

<i>Motor Vehicle</i>	\$	TBA
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<i>Employer Superannuation contribution</i>	\$	TBA
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Total Remuneration Package Value	\$	<u>359,573</u>
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Part B

Superannuation

- Employer superannuation contribution. This will be determined by the Executive but must be at least 9.5% of "salary" for superannuation. NB. A salary sacrifice will occur if the contribution is greater than 9.5% or if any contribution is made to the Triple S Scheme on behalf of an Executive who is a member of the Pension / Lump Sum Schemes.



**Government
of South Australia**

**CHIEF EXECUTIVE
CONTRACT OF EMPLOYMENT**

RECITALS

1. Interpretation
2. Appointment
3. Duties
4. Remuneration
5. Performance Review
6. Leave
7. Confidential Information
8. Disclosure of Interests
9. Medical Examination
10. Termination and Resignation
11. Notices
12. Disclosure of Contract

SCHEDULES

1. Particulars
2. Total Remuneration Package Value
3. Performance Criteria

CONTRACT OF EMPLOYMENT

BETWEEN

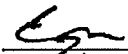
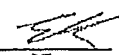
STEVEN SPENCE MARSHALL as Premier for and on behalf of the State of South Australia ("the Premier")

AND

ERMA RANIERI of [REDACTED] ("the Chief Executive")

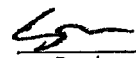

RECITALS

- A. Pursuant to section 34 of the *Public Sector Act 2009* ("the Act"), the Premier is empowered to engage persons as Chief Executives of administrative units in the South Australian Public Service.
- B. It is proposed that the Premier engage Erma Ranieri as Chief Executive of the Office of the Commissioner for Public Sector Employment ("the Office").
- C. The Office is an Attached Office established pursuant to the Act (attached to the Department for Treasury and Finance).
- D. Pursuant to section 35 of the Act, the conditions of the Chief Executive's engagement as Chief Executive of the Office are subject to a contract between the Premier and the Chief Executive, in consultation with the Minister responsible for the Office.
- E. It is noted that Erma Ranieri is also appointed by His Excellency the Governor to the statutory role of Commissioner for Public Sector Employment ("Commissioner") and terms and conditions relating to that appointment are contained in the Act and an Instrument of Appointment issued by the Governor.
- F. It is also noted that the Instrument of Appointment issued by the Governor outlines remuneration payable to Erma Ranieri as the Commissioner. In accepting this contract of employment Erma Ranieri

 
Premier CE

has agreed to be remunerated under this contract and will not seek remuneration under the Instrument of Appointment for the duration of this contract.

- G. The terms and conditions of the engagement of Erma Ranieri as Chief Executive of the Office are set out in this Contract of Employment as well as the Instrument of Appointment relating to the appointment as Commissioner.
- E. These Recitals form part of the terms and conditions of this Contract.

 
Premier GE

NOW IT IS AGREED between the Parties as follows:-

1. INTERPRETATION

- 1.1 In this Contract the following words and expressions shall have the following meanings:

"the Act" means the *Public Sector Act 2009*;

"Commissioner's Determination" means a determination issued by the Commissioner bearing that title as in force from time-to-time or any Instrument substituted for that determination;

"the Office" means the Office specified in Item 1 of Schedule 1;

"the Term" means the term of the Chief Executive's engagement as set out in Item 3 of Schedule 1;

"month" means a calendar month;

"the Minister" means the Minister of the Crown for the time being responsible for the administrative unit;

"the Performance Criteria" means the performance standards set from time-to-time by the Premier and the Minister in respect of the Chief Executive's performance of his duties, the performance standards set at the date of commencement of the Chief Executive's engagement pursuant to this Contract being set out in Schedule 3;

"the Duties" means the duties specified in Recital B and Item 5 of Schedule 1;

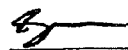

"the Public Service" means the South Australian Public Service established under the *Public Sector Act 2009*;

"the Regulations" means the *Public Sector Regulations 2010*;

- 1.2 In this Contract references to statutes shall include all statutes amending, consolidating or replacing the statutes referred to.
- 1.3 Words expressed in the singular or plural shall include the plural and singular respectively.
- 1.4 The headings and clause numbers appearing in this Contract are inserted only as a matter of convenience and in no way define,

limit, construe or describe the scope or intent of the clauses of this Contract nor in any way affect this Contract.

- 1.5 If any of the obligations under this Contract are for any reason invalid or unenforceable that will not affect the validity of any of this provision.
- 1.6 This Contract contains the entire Contract between the parties, subject to the Act, and any variation to this Contract shall be in writing signed by the Premier and the Chief Executive; noting the concurrent Instrument of Appointment and provisions in the Act relating to the appointment of the Chief Executive as Commissioner.
- 1.7 This Contract shall be governed by and construed according to the law of South Australia and the parties submit to the jurisdiction of the courts of that State.
- 1.8 A reference in this Contract to a Schedule or to an item in a schedule shall mean a reference to an item in a schedule or to a schedule to this Contract for the time being in force.
- 1.9 The parties acknowledge and agree that the recitals to this Contract are true and accurate in every particular and form part of the Contract.

 
Premier CE

2. APPOINTMENT

- 2.1 The engagement of the Chief Executive by the Premier will be for the term commencing on the date specified in Item 2 Schedule 1; unless such appointment and employment is sooner lawfully terminated. The engagement of the Chief Executive upon the terms and conditions herein contained is to the duties and title and in the administrative unit specified in Schedule 1.
- 2.2 The Chief Executive will be eligible for reappointment as Chief Executive at the expiration of the Term.
- 2.3 The Premier will give notice to the Chief Executive not less than six (6) months prior to the expiration of the Term as to whether he proposes to reengage the Chief Executive as Chief Executive or to other duties.
- 2.4 If the Chief Executive is reengaged by the Premier the conditions of the reengagement will be set out in a further Contract between the Premier and the Chief Executive.

3. DUTIES

The Chief Executive will during their engagement and employment:

- 3.1 faithfully serve the South Australian Government and at all times use their best endeavours to promote the interests of the South Australian Government;
- 3.2 be responsible to the Premier, the Minister and the Chief Executive of the Department for Treasury and Finance for:-
 - (a) in accordance with section 31 of the Act:
 - (i) making an effective contribution to the attainment of the whole of Government objectives that are communicated to him in writing by the Premier and the Minister and that relate to the Office's functioning;
 - (ii) the attainment of the Performance Criteria set from time-to-time by the Premier and the Minister; and

- (iii) the effective management of the Office and the general conduct of its employees;
 - (b) ensuring, as far as practicable, that the objects of the Act are advanced and the public sector principles and code of conduct issued under the Act are observed in the management of the day to day operations of the Office in accordance with section 32 of the Act; and
 - (c) undertaking the duties as set out in Item 5 of Schedule 1, and also for complying with all relevant statutory requirements and obligations;
- 3.3 complying with all lawful orders and directions given from time-to-time by the Premier with respect to matters concerning the attainment of whole-of-Government objectives and those established by the Minister; and
- 3.4 devoting such of their time and attention (whether during or outside the ordinary hours of business) as may be necessary for the purpose of undertaking the duties and responsibilities.

4. REMUNERATION

- 4.1 Subject to the Chief Executive at all times being ready, willing and able to perform and performing the duties save for temporary incapacity, the Chief Executive shall be entitled to the salary, allowances, monetary benefits and to the non-monetary benefits specified in Schedule 2.
- 4.2 The total remuneration package value shall be as specified in Schedule 2.
- 4.3 The Chief Executive will be entitled to structure their remuneration package in accordance with relevant Government policy as it applies from time-to-time.
- 4.4 The salary component of the remuneration package will be paid in arrears in equal fortnightly payments.
- 4.5 If at any time during the term of this Contract there is a change in the cost or value of any of the non-monetary components of the

total remuneration package, the Premier may determine the reasonable cost to be attributed to that change and will give written notice to the Chief Executive. The parties agree that upon such notice having been given, a new Schedule 2 incorporating the cost or value determined by the Premier and any consequential change shall be substituted for the existing Schedule 2.

- 4.6 During the term of this Contract the Chief Executive must be a member of a complying superannuation scheme.
- 4.7 If the Chief Executive is not a member of a superannuation scheme established under a South Australian Act, payment of the employer superannuation contribution shown in Schedule 2 will be made to a complying superannuation scheme nominated by the Chief Executive. In that event the employer superannuation contribution will be calculated in accordance with the explanatory material relating to superannuation appearing in Part B of Schedule 2.
- 4.8 If the Chief Executive is a member of the Triple S Scheme the employer superannuation contribution must be calculated in accordance with the explanatory material relating to superannuation appearing in Part B of Schedule 2.
- 4.9 The following shall apply if the Chief Executive is a contributor to either of the superannuation schemes under the *Superannuation Act 1988*:
- (a) the proportion of the total remuneration package value specified as salary in determining superannuation contributions and superannuation benefits shall be determined in accordance with the *Superannuation Act 1988*;
 - (b) the amount appearing in Schedule 2 as the employer superannuation contribution may be set from time to time (including any variation in consequence of a review of the Chief Executive's total remuneration package value) by the Department of Treasury and Finance based on an actuarial

assessment of the average cost to the State of the superannuation benefits provided to members of the relevant scheme and may not necessarily represent the precise cost to the State of the benefits accruing to the Chief Executive; and

- (c) the Chief Executive may elect by notice in writing to the Superannuation Board to become a member of the Triple S scheme in accordance with regulation 12 of the *Southern State Superannuation Regulations 2009* and in that event the Executive may nominate an additional employer superannuation contribution to be paid to the Treasurer by way of salary sacrifice. Any such additional contribution shall be separately recorded in Schedule 2 as a component of the total remuneration package value.

4.10 The Chief Executive may periodically during their appointment make a written request to the Premier for the total remuneration package value (including the apportionment of the total remuneration package value between monetary and non-monetary benefits) to be reviewed. In undertaking any such review the Premier shall consult with the Commissioner, and to the extent that the total remuneration package value and/or its apportionment is varied as a result of such a review the parties agree that a new Schedule 2 incorporating those variations shall be substituted for the existing Schedule 2.

4.11 The Chief Executive will be entitled to receive any general remuneration increases approved for Public Service Chief Executives by Cabinet.

5. PERFORMANCE REVIEW

- 5.1 The Performance Criteria and the Chief Executive's performance pursuant to the Performance Criteria shall be reviewed from time-to-time (and in any event at least biannually) during the Chief Executive's engagement pursuant to this Contract.
- 5.2 Any review of the Performance Criteria and of the Chief Executive's performance pursuant to the Performance Criteria as stated in sub-clause 5.1 shall be conducted in such manner as the Premier may determine in consultation with the Minister and Chief Executive of the Department for Treasury and Finance. Any variation of the Performance Criteria as a result of such review shall be determined by the Premier and the Minister after consultation with the Chief Executive, shall be reasonable having regard to the requirements of the Premier and the Minister for the operation of the administrative unit and shall apply either until the next review undertaken pursuant to sub-clause 5.1 or for such other period as may be determined by the Premier.

6. LEAVE

- 6.1 The Chief Executive will be entitled to recreation leave, sick leave, carer's leave, long service leave and special leave in accordance with the Act and Regulations and any Determinations Issued by the Commissioner.
- 6.2 The Chief Executive will not be entitled to any leave loading.

7. CONFIDENTIAL INFORMATION

- 7.1 The Chief Executive will not at any time during their appointment and employment or at any time thereafter otherwise than in the discharge of the duties hereunder or with the prior consent of the Premier or to the extent that she is required by law to do so, divulge to any other person any information confidential to the

Government which she may acquire or have acquired in the course of their employment.

- 7.2 All property relating to the business of the South Australian Government which belongs to the South Australian Government or relates to the duties of the Chief Executive during the continuance of this Contract must be returned to the Minister or their nominee by the Chief Executive, upon the expiration or termination of his contract, on the last working day of this contract, or earlier if so directed by the Premier.
- 7.3 Any intellectual property invented or created by the Chief Executive as a result of the employment pursuant to this Contract shall remain the property of the South Australian Government unless otherwise agreed in writing between the Premier and the Chief Executive.

8. DISCLOSURE OF INTERESTS

- 8.1 In accordance with section 17 of the *Public Sector (Honesty and Accountability) Act 1995*, the Chief Executive must -
- (a) within one month of the engagement as Chief Executive, disclose their pecuniary interests to the Minister in accordance with the Regulations;
 - (b) on acquiring any further pecuniary interests of a kind specified in the Regulations, disclose the pecuniary interest in writing to the Minister; and
 - (c) if a pecuniary interest or other personal interest of the Chief Executive conflicts or may conflict with the official duties the Chief Executive must:
 - (i) disclose in writing the nature of that interest and the conflict or potential conflict to the Minister; and
 - (ii) take action or refrain from taking action or further action in relation to the matter as required by the Minister.

- 8.2 The Minister may direct in writing the Chief Executive to resolve a conflict between a pecuniary or other personal interest and an official duty.
- 8.3 Without limiting the operation of the Act or the *Public Sector (Honesty and Accountability) Act 1995*, failure to comply with clause 8 constitutes misconduct unless the Chief Executive is unaware of the conflict or potential conflict.

9. MEDICAL EXAMINATION

If it appears to the Premier that the Chief Executive has failed to carry out the duties satisfactorily or in accordance with the Performance Criteria due to either mental or physical incapacity then the Premier may require the Chief Executive to undergo a medical examination by a qualified medical practitioner selected by the Chief Executive from a panel of medical practitioners nominated by the Premier, such medical examination to be at the expense of the South Australian Government. Any medical reports provided to the Premier will only be used for the purpose for which they were obtained, and a copy will be released to the Chief Executive if requested.

10. TERMINATION AND RESIGNATION

10.1 The parties note that pursuant to the Act, the Chief Executive may be terminated from the Office of Commissioner by the Governor; that the Chief Executive may resign from the role of Commissioner; and the Office of Commissioner may otherwise become vacant.

10.2 The Premier may:-

- (a) terminate this Contract immediately:
 - (i) on any of the grounds set out in section 54(1) of the Act as applied by section 38(1);
 - (ii) if the Chief Executive has engaged in any remunerative employment, occupation or business outside the required duties without the consent of the Minister;
 - (iii) if the Chief Executive becomes a member, or a candidate for election as a member, of the Parliament of the State of South Australia or of the Commonwealth;
 - (iv) if the Chief Executive has become bankrupt or has applied to take the benefit of a law for the relief of insolvent debtors; or

(v) If the Chief Executive has, for any other reason, in the opinion of the Premier and the Minister failed to carry out duties satisfactorily or in accordance with the Performance Criteria set pursuant to this Contract;

or.

(b) by giving four (4) months' written notice to the Chief Executive or payment in lieu of notice calculated in accordance with section 38(4) of the Act.

10.2 The Chief Executive may resign from the engagement under this Contract by giving to the Minister not less than three (3) months' written notice expiring on a day upon which a payment of salary pursuant to this Contract is payable, and the employment and appointment of the Chief Executive pursuant to this Contract shall terminate upon the expiration of such notice.

10.3 In relation to a period of notice of resignation, the Premier may elect at their sole discretion to instead make a payment in lieu of notice in which case, notwithstanding the expiry date in Schedule 1 and the intended date of termination by notice of resignation, the Chief Executive's employment will end at the close of business on the date notice is provided to the Premier, or such later date nominated by the Premier.

10.4 Subject to clause 10.6, if the employment of the Chief Executive is terminated under clause 10.1(b) they will be entitled to a termination payment of four (4) months' "adjusted remuneration" for each uncompleted year of the term of appointment (with a *pro rata* adjustment in relation to part of a year) subject to a maximum payment of sixteen (16) months' adjusted remuneration.

10.5 For the purposes of this clause 10, "adjusted remuneration" means the total remuneration provided in Schedule 2 other than an amount equal to the employer superannuation contribution required to satisfy the superannuation guarantee legislation of the Commonwealth (currently 9.5% of salary) but will include

any additional superannuation contribution, whether by way of salary sacrifice or otherwise.

10.6 The Chief Executive shall not be entitled to any termination payment if either their employment under this contract is terminated to enable them to be appointed to other duties in the South Australian public sector (whether under section 36 of the Act or otherwise) or if the employment of the Chief Executive is terminated under clause 10.1(a).

10.7 If the employment of the Chief Executive is terminated pursuant to clause 10.1(b) and the Chief Executive receives a termination payment in accordance with clause 10(4) and section 38 of the Act:

10.7.1 Following the effective date of such termination of employment, the Chief Executive will be prohibited from entering into a contract of service or contract for services with the Crown/State of South Australia for a period coinciding with the number of months (including part of a month i.e. relative to any *pro rata* element of the termination payment) of adjusted remuneration paid to the Chief Executive by way of a termination payment, unless:

10.7.2 The Chief Executive agrees to and does pay to the Crown an amount calculated by reference to the termination payment received by the Executive and the period of time remaining in the number of months and/or part of a month that coincides with the number of months, including part of a month, of adjusted remuneration paid to the Chief Executive.

10.8 Where the Premier considers that the Chief Executive's employment may be liable to termination pursuant to the provisions of sub-clause 10.1(a), the Premier may, pending determination of the matter, suspend the Chief Executive from duty with or without both salary and other monetary and non-

monetary benefits provided for in this Contract.

- 10.9 Where the Chief Executive has been suspended from duty without pay and it is subsequently determined by the Premier that termination of the Chief Executive's appointment is not warranted, the Chief Executive shall be paid any remuneration withheld in consequence of the suspension.

11. NOTICES

Any notices to be given by the Chief Executive to the Premier pursuant to this Contract shall be delivered or sent by prepaid post to the Premier at his office for the time being and any notice to be given by the Premier to the Chief Executive pursuant to this Contract shall be delivered or sent by prepaid post to the last known residential address of the Chief Executive.

12. DISCLOSURE OF CONTRACT

It is acknowledged and agreed that the policy of the South Australian Government requires a copy of this Contract (with the private address of the Chief Executive having been deleted) to be provided for inspection to any person who makes a written request.

EXECUTED as a Contract.

SIGNED by the said PREMIER OF SOUTH AUSTRALIA

On the 25 day of July 2018



Signature of Premier of South Australia

in the presence of:

.....
[Print Witnesses Name]

.....
[Signature of Witness]

SIGNED by the said Erma Ranieri

On the 25 day of July 2018



Signature of Erma Ranieri

in the presence of:

Angela Corlett.....
[Print Witnesses Name]

A Corlett.....
[Signature of Witness]

SCHEDULE 1

PARTICULARS

Item 1 Name of Office

Office of the Commissioner for Public Sector Employment

Item 2 Commencement Date

1 July 2018

Item 3 Term and Expiry Date

Three (3) years expiring on 30 June 2021

Item 4 Title and Classification

Chief Executive

Item 5 Specific Duties

The Chief Executive is responsible for the leadership and management of the Office and for the implementation of relevant government and public administration policy objectives including reform of human resource management, workforce management and data, employment arrangements, and leadership across the South Australian Public Sector.

SCHEDULE 2

TOTAL REMUNERATION PACKAGE VALUE

Part A

Monetary Remuneration

Salary and Allowances \$ (TBC)

Non Monetary Benefits

Employer Superannuation contribution \$ (TBC)

Total Remuneration Package Value \$ 424,000

Part B

- Employer superannuation contribution = 9.5%. This will be determined by the Executive but must be at least 9.5% of "salary" for superannuation.

SCHEDULE 3

PERFORMANCE CRITERIA

Performance Criteria - refer Sect. 31 of the Public Sector Act 2009 and the Chief Executive Performance Agreement.