



CONDITIONS OF EMPLOYMENT

TECHNICAL OPERATIONS OFFICER

MAY 2017



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A two year Employment Agreement in relation to this position has been developed. This document outlines the specific conditions of employment relating to the Technical Operations Officer position. The Employment Agreement is updated annually following a performance review interview.

In accordance with that Agreement, the following additional Conditions of Employment apply:

Part 1 – General Conditions

Term of Appointment	Full time
Probationary Period	3 months from commencement date
Salary	A salary package including a fully maintained company vehicle and superannuation, will be negotiated with the suitable applicant, depending on skills and experience.
Salary Sacrifice	At the discretion of the Technical Operations Officer
Superannuation	In accordance with the Superannuation Guarantee Legislation, paid to the Technical Operations Officer's preferred fund
Annual Leave	20 Working days per year (exclusive of Public Holidays)
Leave Loading	No Leave Loading Applies
Hours of Work	Nominally 38 hours per week. The Technical Operations Officer is however expected to work the number of hours necessary to satisfactorily complete the requirements of this position. No overtime payments apply to this position
Training	WIOA will pay all costs associated with training expenses considered reasonable by the MD and Company Directors
Personal Leave	10 days each year, cumulative from year to year
Vehicle	Private use of a fully maintained vehicle considered appropriate to the position by the Company Directors
Long Service Leave	In accordance with the Victorian LSL Legislation
Frequent Flyer pts	Belong to the Technical Operations Officer for discretionary use
Uniform	Appropriate clothing, (monogrammed) to be provided

A review of Performance and Salary will be undertaken annually with amendments to salary approved at the discretion of the Company Directors. Approved amendments to salary will apply from 1 April annually.



Part 2 - Conditions of Employment

To be read in conjunction with the Technical Operations Officer Position Description

2.1 Classification and Salary

This position is a full time position and will be subject to an Employment Agreement to be negotiated with the successful applicant. Most conditions of employment, including leave, superannuation, hours of work and salary are contained within that Agreement. A salary package will be offered commensurate with qualifications and experience.

The package will include superannuation contributions made by the Association on the employee's behalf (currently 9.5% of salary) in accordance with the Superannuation Guarantee Legislation.

2.2 Probationary Period

A probationary period of 3 months shall apply from the date of commencement in the position.

2.3 Code of Ethics

The Association would require the successful applicant to adhere to the following principles:

"He or she shall not use the position for his or her personal gain or advantage, nor disclose any confidential information which may be acquired as a result of special opportunities arising from his or her employment by the Association".

2.4 Private Practice

The successful applicant will not be permitted to engage in any trade, profession or business, which would be in conflict with the duties of his office.

2.5 Workplace Health and Safety

The Association expects that the incumbent will develop, adhere to and enforce any necessary Workplace Health and Safety policies to ensure protection of Authority personnel, equipment and third parties.

2.6 Performance Appraisal

This position will be reviewed at least annually to measure and assess job performance in carrying out the duties of the position in accordance with the position description.

2.7 Confidentiality and Restrictions

The Technical Operations Officer shall not, during and at any time after the cessation of employment with WIOA (for whatever reason), directly or indirectly make use of or disclose to any person or entity, any Confidential Information which he/she may come across in the course of or arising out of employment with WIOA (except if required by law or with the consent of the Managing Director or the Board of WIOA).



Confidential Information includes but is not limited to:

all details, documents, records, recordings, software, hardware, correspondence, manuals, working papers, notes, materials, plans, specifications, operations/operating systems, products, logons, user names, passwords, procedures, applications for required approval, letters, patent applications, agreements, transactions, samples, inventions (including modifications or improvements thereto), strategic developments, compositions and financial/accounting information,

all intellectual property of WIOA and all information which is not generally available to WIOA Members or which is not general public knowledge,

The Technical Operations Officer shall, during and at all times after cessation of employment with WIOA, use his/her best endeavours to prevent the publication, disclosure, use and onward transmission of any Confidential Information by or to third parties.

Where any portable WIOA system is utilised by the Technical Operations Officer in the course of employment outside WIOA's office, the Technical Operations Officer agrees to be responsible for the security of that system and where applicable for the security of any Confidential Information on that system.

The Technical Operations Officer acknowledges that WIOA has invested considerable money, time and effort in developing its business, reputation, network and client base and accordingly, it is reasonable that the restrictions contained in this clause apply. The Technical Operations Officer further acknowledges that WIOA may seek an injunction, damages or other appropriate relief or remedy if he/she breaches any of these restrictions.

2.8 Business Expenses

Reasonable business expenses will be reimbursed upon provision of written proof that such expenses were incurred by the Technical Operations Officer. The Managing Director and/or Chief Operations Officer shall authorise the reimbursement of such expenses in accordance with the WIOA Procedure.

2.9 Termination

Either party may terminate this employment agreement by giving four weeks written notice to the other party.

On cessation of employment with WIOA, the Technical Operations Officer must immediately return all property of WIOA, its related or associated companies and of its/their clients. This includes originals, copies and extracts of reports, working papers, portable equipment, security keys/cards, credit cards, disks, items and records of every description, computers, motor vehicle and keys (if applicable).