

Deed of release
Termination of employment pursuant to the Workforce Renewal Incentive Program

**The Crown in Right of Tasmania**(represented by the Department of ##insert name of agency##)
**(Employer)**

**and**

[##**insert full name of employee**##]
**(Employee)**

DPAC-Deed of release- Workforce Renewal Incentive Program-1-2014-AU
(December 2015)

Contents

[Details and recitals 1](#_Toc400528173)

[Information Table 1](#_Toc400528174)

[1 Definitions and interpretation 2](#_Toc400528175)

[1.1 Definitions 2](#_Toc400528176)

[1.2 Interpretation 3](#_Toc400528177)

[1.3 Headings 4](#_Toc400528178)

[1.4 No rule of construction applies to disadvantage party 4](#_Toc400528179)

[2 Termination of employment 4](#_Toc400528180)

[2.1 Resignation of Employee 4](#_Toc400528181)

[2.2 Payment to be made by Employer to Employee 4](#_Toc400528182)

[2.3 Superannuation entitlements not affected 4](#_Toc400528183)

[3 Employee covenant 4](#_Toc400528184)

[4 Release 5](#_Toc400528185)

[4.1 General release 5](#_Toc400528186)

[4.2 Savings 5](#_Toc400528187)

[5 Miscellaneous 5](#_Toc400528188)

[5.1 Governing law 5](#_Toc400528189)

[5.2 Dispute jurisdiction 5](#_Toc400528190)

[5.3 Counterparts 6](#_Toc400528191)

[5.4 Legal costs 6](#_Toc400528192)

[5.5 Amendment 6](#_Toc400528193)

[5.6 Disclosure 6](#_Toc400528194)

[Signing Error! Bookmark not defined.](#_Toc400528195)

Deed of release
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Details and recitals

|  |  |
| --- | --- |
| **Parties:** |  |
| Name | The Crown in Right of Tasmania(represented by the Department of ##insert name##)] |
| Short form name | Employer |
| Address details | [insert address of Department] |
|  |  |
| Name | The person named in Item 1 of the Information Table |
| Short form name | Employee |
| Address details | As shown in Item 1 of the Information Table |
|  |  |

**Recitals:**

A. The Employee is employed pursuant to the Act.

B. Pursuant to the Workforce Renewal Incentive Program implemented by the Employer the Employee has tendered their resignation of employment which is accepted by the Employer, both on the terms provided for in this Deed.

Information Table

|  |  |  |
| --- | --- | --- |
|  | (page 1): | Employee's name and address |
| [insert employee’s full name][insert employee’s address] |

|  |  |  |
| --- | --- | --- |
| 1.
 | (clause 1.1): | Ex Gratia Payment |
| Insert gross WRIP payment amount only (**DO NOT** include payment for recreation leave, long service leave, leave loading etc). |

|  |  |  |
| --- | --- | --- |
| 1.
 | (clause 1.1): | Employment End Date |
| Date of separation |

|  |  |  |
| --- | --- | --- |
| 1.
 | (clause 1.1): | Employment Exclusion Period |
| 1 year |

Operative provisions

The parties agree as follows:

1. Definitions and interpretation
	1. Definitions

In this Deed, unless the context otherwise requires:

**Accrued Entitlement Payment** means the sum of the accrued entitlements of the Employee, in respect of their employment by the Employer, for recreation leave and long service leave (calculated pursuant to the LSL Act) to the Employment End Date.

**Act** means the *State Service Act 2000* (Tas).

**Business Day** means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

**Crown** means the Crown in Right of Tasmania, and for the purposes of this Deed is taken to include:

* + 1. *A Government department or State Authority or other organisation specified in Column 1 of Schedule 1 of the State Service Act 2000;*
		2. The Tasmanian Police Service;
		3. Agencies of the House of Assembly, Legislative Council or Legislature-General;
		4. The Excellency the Governor;

**this Deed** means this deed and includes all its annexures, appendices, attachments and schedules (if any).

**Details** means the details and recitals set out above.

**Employment End Date** means the date on which the Employee's employment by the Employer ends, being the date shown in Item 3.

**Employment Exclusion Period** means the period specified in Item 4 commencing on the Employment End Date.

**Ex Gratia Payment** means the payment set out in Item 2.

**Information Table** means the table titled 'Information Table' above.

**Item** means an item in the Information Table.

**Law** means:

* + 1. principles of law or equity established by decisions of courts;
		2. legislation and subordinate legislation; and
		3. requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

**LSL Ac**t means the *Long Service Leave (State Employees) Act 1994* (Tas).

**month** means a calendar month.

**Payments** means the Accrued Entitlement Payment and the Ex Gratia Payment.

**Right** includes a right, a power, a remedy, a discretion or an authority.

**State Owned Company** means a company in respect of which all of its shares are held by the Crown or upon trust for the Crown, and includes a subsidiary of any such company.

**Workforce Renewal Incentive Program** means the program of the Employer put in place to renew and reprofile the Tasmanian State Service by offering an Ex Gratia Payment to employees in consideration of their resignation.

* 1. Interpretation

In this Deed, unless the context otherwise requires:

* + 1. the singular includes the plural and vice versa;
		2. words importing a gender include all genders;
		3. other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
		4. a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
		5. a reference to a group of persons includes a reference to any one or more of those persons;
		6. a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
		7. a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
		8. a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
		9. a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
		10. a reference to a Minister includes, as applicable, that Minister’s predecessors and successors in office;
		11. a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
		12. a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
		13. mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
		14. a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later; and
		15. references to '$' and 'dollars' are to Australian dollars.
	1. Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

* 1. No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

1. Termination of employment
	1. Resignation of Employee

The parties confirm and agree that the employment of the Employee by the Employer is terminated by reason of resignation of the Employee accepted by the Employer and effective on the Employment End Date.

* 1. Payment to be made by Employer to Employee
		1. On the next normal pay day following the Employment End Date the Employer must pay to the Employee:
			1. the Ex Gratia Payment; and
			2. the Accrued Entitlements Payment.
		2. Except for the payments to be made by the Employer to the Employee in accordance with clause 2.2(a) and subject to clause 2.3, the Employee unconditionally and irrevocably acknowledges and agrees that the Employee is not entitled to any other payment from the Crown in connection with the termination of their employment by the Employer.
		3. The Employee acknowledges that the Ex Gratia Payment is not in the nature of a redundancy payment and that their position in the State Service of Tasmania is not redundant and may be filled by another employee.
	2. Superannuation entitlements not affected

Nothing in this Deed affects any entitlement that the Employee may have to any superannuation contribution or benefit, in accordance with any Law relating to superannuation, in respect of the Employee's employment with the Crown.

1. Employee covenant
	* 1. In consideration of the Ex Gratia Payment, the Employee covenants and agrees that for the duration of the Employment Exclusion Period they will not seek nor accept:
			1. any employment in any capacity with the Crown; or
			2. any appointment as a consultant providing consultancy services to the Crown.
		2. The Employee acknowledges and agrees that in the event of their breach of the covenant in clause 3(a), the Employee must, on demand by the Employer, pay to the Employer its damages calculated in accordance with the following formula:

|  |  |
| --- | --- |
| A = | B × C |
| D |

Where:

A is the damages payable.

B is the total of the Ex Gratia Payment.

C is the unexpired portion in days, as at the date of breach of the covenant, of the Employment Exclusion Period.

D is the Exclusion Employment Period in days.

1. Release
	1. General release

Subject to the terms of this Deed, the Employee releases the Crown from all payments, causes of action, liabilities, costs (including legal costs), expenses, claims or demands whatsoever, whether fixed or unascertained, actual or contingent, in connection with or arising out of the Employee’s employment with the Crown and/or the termination of their employment.

* 1. Savings

Nothing in this Deed releases or discharges the Employer from any liability it has to pay to the Employee:

* + 1. any sum for workers’ compensation or damages for personal injuries at common law; or
		2. pay to the Employee any underpayment of wages, salaries or other entitlements.
1. Miscellaneous
	1. Governing law

This Deed is governed by the Laws applying in Tasmania.

* 1. Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

* 1. Counterparts
		1. This Deed may be entered into in any number of counterparts.
		2. A party may execute this Deed by signing any counterpart.
		3. All counterparts, taken together, constitute one instrument.
		4. This Deed is not to take effect against a party until it has been signed by all parties and delivered, unless it is a deed poll or is intended to take effect immediately when delivered by one or more parties.
	2. Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

* 1. Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

* 1. Disclosure
		1. Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
		2. Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

**Executed** as a deed

Signing

|  |
| --- |
| **Signing by Employer** |
| *Executed as a deed on behalf of* ***The Crown in Right of******Tasmania*** *by the person named below in the presence of the witness named below:*

|  |  |  |  |
| --- | --- | --- | --- |
| *Name:* | *[insert person’s name]* | *Position Title:* | *[insert position title]* |
| *Signature:* |  | *Date:* |  |

*Being a person who has authority to sign this Deed on behalf of the Employer**Witness:* |

|  |  |  |  |
| --- | --- | --- | --- |
| *Name:* |  | *Position Title:* |  |
| *Address:* |  |
| *Signature:* |  | *Date:* |  |

|  |
| --- |
| Signing by Employee |
| Executed as a deed by the employee named below in the presence of the witness named below:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|

|  |  |
| --- | --- |
| *Name:* | *[insert employee’s full name]* |
| *Signature:* |  | *Date:* |  |

*Witness:* |

|  |  |  |  |
| --- | --- | --- | --- |
| *Name:* |  | *Position Title:* |  |
| *Address:* |  |
| *Signature:* |  | *Date:* |  |

 |
|  |