

Leaving Government – What Should You Negotiate Before Accepting Your Next Job?

An interview with Tim Crowden, Executive Coach and Founder of Coaching and Leadership

You've made the decision to leave government employment and pursue an opportunity in the private or not-for-profit sector.

You've considered the role, the organisation, its values and the contribution you could make. You've weighed up the security and benefits of public sector employment against the opportunities that might come with a new career direction.

The recruitment process has gone well, and then comes the question:

"We'd really like you to join us. What would it take for you to come on board?"

For many experienced government employees, this can be unfamiliar territory.

After years of working within established classification structures, enterprise agreements and relatively standardised employment conditions, the opportunity to negotiate an individual employment contract can feel both exciting and uncomfortable.

We spoke with Tim Crowden, executive coach, former Australian Government senior executive and founder of Coaching and Leadership, about what to consider, what to negotiate and how to approach the conversation with confidence.

Tim, why do people find negotiating an employment contract difficult?

I think it's partly because many people, particularly those who have spent much of their career in government, simply haven't had to do it before.

In the Australian Public Service and State and Territory Governments, salary bands, leave arrangements, superannuation and other employment conditions are generally established through legislation, enterprise agreements and organisational policies.

There may be some scope for individual negotiation, particularly at senior levels, but many employees are accustomed to working within established arrangements.

The private and not-for-profit sectors can be quite different.

Depending on the organisation and the position, there may be opportunities to negotiate salary, performance incentives, working arrangements, professional development and other benefits.

And I think it's important to recognise that negotiation doesn't have to be adversarial.

A good employment negotiation isn't about one party winning and the other losing. It's about establishing a fair, clear and mutually beneficial professional relationship.

What should someone consider before deciding to leave government?

I encourage people to look beyond the salary being offered.

Public sector employment can provide significant benefits – job security, superannuation arrangements, long service leave, parental leave, flexible working conditions and access to professional development.

Some of these can be particularly valuable for people who have spent many years in government.

The expression *golden handcuffs* is sometimes used to describe the financial incentives that encourage people to remain with an employer.

But I think we need to be careful not to view those benefits simply as obstacles to leaving.

They have genuine financial value and should be considered as part of any career decision.

For example, someone moving from government into a private sector position might receive a substantial salary increase but find that their overall financial position is less attractive once superannuation, leave, bonuses, working hours and other conditions are considered.

And if you're a member of an older defined-benefit superannuation scheme, the implications of leaving government employment can be particularly significant.

I encourage people to understand the complete value of their current employment arrangements before comparing them with a new offer.

And where necessary, seek independent financial advice.

Where should someone begin when they receive an offer?

I generally suggest separating the discussion into two parts.

First, understand the employment contract and the obligations you're being asked to accept.

Second, consider what elements of the remuneration package and working arrangements you might want to negotiate.

It's important not to rush.

An employer who genuinely wants you to join their organisation should understand that you need reasonable time to review the offer and seek advice.

And remember, you don't have to negotiate every clause or benefit.

The objective is to identify what matters most to you and establish a clear understanding with your prospective employer.

Part One – Understanding the Employment Contract

What are the most important things to look for in the contract?

There are several areas I encourage people to examine carefully.

1. The role and performance expectations

Start with the position itself.

Is there a clear description of your responsibilities, reporting arrangements, decision-making authority and expected outcomes?

What does success look like?

For senior positions, I'd also want to understand the extent of the role's authority, the resources available and how performance will be assessed.

Sometimes an attractive job title can disguise a position with limited influence or unclear expectations.

I encourage people to ask questions until they're comfortable that they understand what they're agreeing to.

2. The type and terms of employment

Is the position permanent, fixed-term, part-time or another form of employment?

What are the expected working hours?

Is there an expectation that you'll continually work beyond those hours?

Are flexible arrangements available, such as compressed working weeks, reduced hours or working from home?

For people transitioning from senior government positions, this can be particularly important.

A higher salary may be less attractive if it comes with significantly longer working hours or extensive travel.

3. Confidentiality and intellectual property

Most employment contracts contain provisions relating to confidential information and intellectual property.

These are legitimate considerations for employers.

But you should understand what information is protected, what obligations continue after you leave and whether the contract affects intellectual property or professional materials you've developed independently.

This can be especially relevant if you undertake consulting, teaching, writing or other professional activities outside your main employment.

4. Termination and notice periods

It's worth understanding how the employment relationship could end, even before it begins.

What notice are you required to provide if you resign?

What notice or payments would apply if the employer terminated your employment?

Are there probationary arrangements, redundancy provisions or other conditions you should understand?

And are the obligations reasonably balanced between you and the employer?

These questions may feel uncomfortable, but they're entirely legitimate.

Organisations change. Boards appoint new CEOs. Businesses merge, restructure or change direction.

A position that looks attractive today may be quite different in three years.

5. Restraints and restrictions after employment

Some contracts contain non-compete, non-solicitation or other restraint provisions.

These may seek to restrict your ability to work for competitors, establish a business or approach clients and employees after leaving.

The scope, duration and enforceability of these provisions can be complex, and Australian law in this area is evolving.

I encourage people to understand what they're agreeing to and seek appropriate legal advice before signing.

6. Resolving disagreements

Finally, look at how workplace concerns or contractual disputes would be addressed.

Is there a clear process for raising concerns, seeking mediation or resolving disagreements?

A good working relationship is built on trust, but clear processes are valuable when circumstances change.

Are there additional considerations for people leaving government?

Absolutely.

And this is something I think former public servants need to take particularly seriously.

Depending on your previous role, you may have continuing obligations relating to confidentiality, conflicts of interest, sensitive information and dealings with government.

For example, if you're moving from a government department to a consulting firm that provides services to that department, there may be actual or perceived conflicts that need to be managed.

It's important to understand both your existing obligations and those being proposed by your new employer.

Your professional knowledge and experience are valuable, but confidential government information and privileged access are not assets you can simply transfer to another organisation.

For senior executives in particular, I would encourage careful consideration of post-employment obligations and any relevant restrictions before accepting a new position.

Part Two – Negotiating Remuneration and Benefits

Once you've reviewed the contract, what should you negotiate?

I encourage people to consider the whole employment package rather than focusing exclusively on salary.

There are often opportunities to negotiate arrangements that are valuable to you but may not involve a significant additional cost to the employer.

Some examples include:

Salary, superannuation and reviews

- What is the base salary, and is superannuation included or additional?
- Are there performance-based bonuses or other incentives?
- Can you agree on a salary review after six or twelve months?
- What performance expectations would support a future remuneration discussion?

Sign-on bonuses – recognising the cost of changing employers

One benefit that people sometimes overlook is the opportunity to negotiate a sign-on bonus – a one-off payment made when you join an organisation.

For experienced public servants moving into the private sector, this can be particularly relevant.

Leaving government employment may mean giving up an anticipated performance payment, access to certain employment benefits or other financial advantages associated with remaining in your current position.

I encourage clients to consider the financial cost of making the transition and use that as a starting point for discussion.

For example, you might calculate:

- **Foregone remuneration:** Any bonus, incentive or other payment you would otherwise reasonably expect to receive by remaining with your current employer.
- **Superannuation and employment benefits:** Any identifiable financial disadvantage arising from the transition, including implications for defined-benefit schemes.
- **Leave and other entitlements:** Any financial disadvantage associated with changing employers, taking care not to include accrued entitlements that will be paid out or otherwise preserved.
- **Transition costs:** Reasonable relocation, travel or other costs directly associated with accepting the position.

Let's say you've identified \$15,000 in foregone benefits, \$10,000 in additional transition costs and \$5,000 in other demonstrable financial disadvantages.

That gives you a reasonable basis for discussing a **\$30,000 sign-on bonus**, rather than simply proposing an arbitrary figure.

Of course, the employer may not agree to the full amount, but you've established a clear and credible rationale for the conversation.

There's also an important distinction between immediate transition costs and ongoing differences in employment benefits.

A sign-on bonus is a one-off payment. It may compensate for immediate financial losses, but it won't necessarily make up for a permanent reduction in superannuation or other recurring benefits.

Those differences are generally better addressed through base salary or ongoing remuneration.

It's also worth clarifying when the bonus will be paid, whether superannuation contributions apply, how it will be taxed and whether you would be required to repay some or all of it if you leave within a specified period.

I encourage people to calculate the proposed amount on a gross, pre-tax basis and seek specialist advice where defined-benefit superannuation or other complex arrangements are involved.

A sign-on bonus isn't necessarily about getting more money. It can be about ensuring that accepting an exciting new opportunity doesn't leave you financially disadvantaged from the outset.

Business development and performance incentives

- If you bring new clients or business opportunities to the organisation, is there an incentive or commission arrangement?
- How is new business defined and measured?

- Are incentives available for introducing suitable employees or contributing to business growth?
- When are bonuses earned and paid, and what happens if you leave before payment?

These arrangements should be clearly documented rather than left to informal understandings.

Flexible working arrangements

- Can you negotiate a compressed working week or reduced hours?
- What are the expectations around working from home?
- How much domestic or international travel is required?
- Are there opportunities to balance employment with other professional interests?

Professional development

- Will the employer support further qualifications, executive education or professional accreditation?
- Is there an annual professional development budget?
- Will the organisation support professional memberships, conferences or industry events?
- Is time available for mentoring, coaching or other development activities?

Practical working arrangements

- Will the employer provide a laptop, phone and other necessary equipment?
- Is there support for establishing or maintaining an appropriate home office?
- Are parking, travel or vehicle arrangements included?
- What are the policies for domestic and international travel, including accommodation and travel class?

Not every organisation will offer these benefits.

But the important point is that you won't necessarily know what's possible unless you ask.

How should someone approach the negotiation itself?

I think preparation is essential.

Before entering the discussion, be clear about three things.

First, what matters most to you?

For one person, it might be salary. For another, flexible working arrangements, professional development or the ability to continue a second professional interest.

Second, what value are you bringing to the organisation?

Consider your experience, specialist knowledge, leadership capability, networks and the outcomes you're expected to deliver.

Third, where are you prepared to be flexible?

Negotiation is about exploring possibilities and finding arrangements that work for both parties.

I encourage people to be confident but respectful.

You might say:

"I'm genuinely excited about the opportunity and the contribution I could make. Before we finalise the arrangements, there are a few aspects of the package I'd appreciate discussing."

That's a perfectly reasonable way to begin.

You're not making demands.

You're opening a professional conversation.

Can negotiating actually create a positive impression with a new employer?

I think it can, provided it's done well.

An employer recruiting a senior manager or executive will often value someone who can negotiate constructively, identify priorities, understand different perspectives and work towards mutually beneficial outcomes.

These are important professional and leadership capabilities.

But there's a balance.

You don't want to create the impression that you're more interested in negotiating benefits than contributing to the organisation.

I encourage clients to connect their requests with the role and the outcomes they're expected to deliver.

For example, requesting appropriate technology or professional development support can be framed around enabling you to perform effectively.

Negotiating flexible working arrangements might reflect a desire to establish sustainable working practices that support long-term performance.

The most effective negotiations focus on creating the conditions for a successful professional relationship, not simply maximising the immediate financial reward.

What if the employer says there's no flexibility?

Then you have a decision to make.

Some organisations have relatively fixed remuneration structures or limited scope to negotiate particular conditions.

Others may be flexible in areas you hadn't initially considered.

If salary isn't negotiable, perhaps there's an opportunity to discuss additional leave, professional development, working arrangements or an earlier performance review.

But sometimes the offer is simply the offer.

And that's where your earlier reflection becomes important.

Does the role align with your values and career aspirations?

Will it provide opportunities to grow, contribute and develop?

Is the overall package acceptable to you?

Not every career decision should be driven by money.

Equally, personal fulfilment doesn't remove the need to make sensible financial decisions.

The aim is to make an informed choice.

What should someone do once an agreement has been reached?

Get it in writing.

This is probably one of the simplest and most important pieces of advice I can offer.

If you've negotiated a salary review after six months, make sure it's documented.

If you've agreed on flexible working arrangements, professional development support, additional leave, a sign-on bonus or a performance incentive, confirm the details.

Don't rely on a friendly conversation or an informal assurance that something can be sorted out later.

A clear written agreement protects both parties and reduces the likelihood of misunderstandings.

And if there are significant contractual obligations or complex remuneration arrangements, seek independent legal, financial or tax advice before signing.

Career coaching can help you prepare for the negotiation, clarify your priorities and approach the discussion confidently.

But it isn't a substitute for specialist advice on the legal or financial implications of the agreement.

Finally, what's your most important advice for someone preparing to leave government?

Don't underestimate the value of what you bring.

People who have spent many years in government often have considerable experience in leadership, policy, regulation, stakeholder engagement, program delivery and managing complex organisational environments.

Those capabilities can be highly valuable in the private and not-for-profit sectors.

But don't assume that your experience will automatically translate into the same employment conditions or expectations.

Take the time to understand the organisation, the role, the contract and the overall remuneration package.

Be clear about what matters to you and what you're prepared to negotiate.

And remember that accepting a new position is about much more than signing an employment contract.

It's the beginning of a new professional relationship and potentially an exciting new chapter in your career.

A successful negotiation isn't simply about securing the best package. It's about creating the right foundations for you and your new employer to succeed together.

About Tim Crowden

Tim Crowden is an Executive Coach, International Coaching Federation Professional Certified Coach (PCC), and founder of Coaching and Leadership.

Following a 32-year public sector career, including 16 years in the Australian Government Senior Executive Service and senior leadership appointments in Australia and internationally, Tim transitioned into executive coaching and leadership development.

With more than 1,700 hours of documented professional coaching experience, he partners with executives, senior leaders, managers and teams across government, business and other organisations.

Tim established The Coaching and Leadership Hub in Canberra at the beginning of 2025.

Through **Coaching and Leadership**, Tim and his colleagues provide executive coaching, career transition support, leadership development and highly individualised *Winning That Job* workshops. These services help participants understand their professional capabilities, prepare for new opportunities and navigate important career decisions with clarity and confidence.

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