

Congratulations, you have made the decision to leave government employment and move to the private or non-for-profit sector.

You have considered and overcome the golden handcuffs; the financial incentives that government departments and agencies offer to employees to discourage them from leaving a company – attractive superannuation packages, long-service, parental and study leave and the feckless one-off payments or bonuses.

Your values align with your new employer, you are interested in the work they do and the contribution you can make to their mission, vision, and strategy.

While the recruitment process can vary, one day someone will say “so what will it take for you to come on board with us?”

I don't know what to say!

There are two components that you need to be address; the critical components in the contract and negotiating benefits to be included in your contract.

Clear and fair employment contracts are vital in nurturing a prosperous business and a beneficial deal that creates loyalty for both the employer and employee. It's not merely about what is in an employment agreement, but how it communicates respect and understanding between parties.

From the employee perspective, negotiating an employment contracts can demonstrate to the employer that you are a skilled negotiator and willing to ensure the best deal for both parties. The secret is that, if done with mutual respect, the employer and the employee create a positive employment arrangement from the get-go.

Let's start with the critical components.

Job Description

A clear, concise job description is the heart of every employment agreement. It outlines what is expected in the contract for work, guiding daily tasks and responsibilities. I am looking for the essentials; roles, responsibilities, and performance expectations.

Tim says “Precision and simplicity are your friends. Politely question any jargon and focus on clear, plain language.”

Terms Of Employment

Terms of employment refer to the type of work (full-time, part-time or contract) to the number of working hours. It's more than just standard text in basic employee contracts, it's essential for your professional relationship.

I often see my clients feel comfortable with full -time permanent employment. But this is also a chance to consider other options too.

- compressed hours (flexible working arrangement that allows the employee to work the same number of hours in a regular working week over fewer days);

- reduced hours (involving or working less than customary or standard hours);
- casual vs permanent (casual working arrangements are the most flexible employment types. With no set schedule, you can make casual work fit around your other commitments – so your hours will ebb and flow.

With recent changes to legislation, it is always worth reading and subscribing to the news alerts from the Fair Work Commission.

Confidentiality Agreement

A vital component in any contract is the confidentiality clause (or a separate non-disclosure agreement). Designed to safeguard a company's proprietary information, companies are creating a protective boundary around their valuable assets and intellectual property. This protects a business's strategic edge, knowing that the information you handle is meant for internal use only.

Termination Clauses

When drafting an employment contract, a crucial aspect is the termination clause. The termination clause details the conditions and procedures for ending the working relationship. It's not just a random entry in standard employee contracts.

Look for the clear-cut parameters for termination so you know the 'when' and 'how' of possible departure scenarios. By having clearly defined conditions and procedures for ending a contract for work, you will have more transparency and a fair working relationship. Ensuring there is clear, plain language in your contract, you will prevent legal headaches down the line.

Dispute Resolution

Another crucial aspect you must not overlook is including an effective dispute resolution procedure in your contract for work. It should be detailed, clear, and fair. It must outline the steps to be taken when disputes occur, starting with internal mediation, progressing perhaps to arbitration and as a last resort, litigation. Who will mediate or arbitrate, how they will be selected, where it will take place are easy questions to ask to ensure you understand the process.

Tim says "some of my clients say that they feel a bit uncomfortable discussing this. But companies can change owners have new boards and CEOs and merge with other companies that have different priorities. While it may never become a factor, make yourself familiar with the potential "what if" scenarios.

Non-Compete & Non-Solicitation Clauses

Non-compete and non-solicitation clauses are components of the standard employee contracts that outline what an employee can and cannot do after leaving a company. Specifically, these clauses are designed to protect the business by preventing former employees from setting up a similar business within a certain period and geographical

area (non-compete), or from poaching your clients or current employees (non-solicitation).

Your non-compete and non-solicitation clauses should clearly define the scope of the restriction, its duration, and even its geographical coverage, always ensuring they are reasonable and protect legitimate business interests.

Compensation & Benefits

Now let's look at negotiating the compensation and benefits.

Any basic contract should clearly define the specifics of salary, bonuses, raises, and benefits, setting a clear expectation of the earnings and rewards that come with the job. This gives you a solid understanding of the remuneration and provides a reference point for future discussions on a raise or benefit improvements.

Some things to consider.

- Do I receive a benefit if I bring new business to the company (and what does new business mean – a new client or new work from an existing client?). This is usually expressed in a percentage of the new business for the life of the contract
- Do I get a bonus from the company if I introduce them to a prospective employee (and how long to they have to stay for me to receive the bonus). This is usually a set figure but remember it saves the cost of a recruitment process.
- Can I request electronic devices to enable the work I am going to do for the company (new smart phone, portable device, laptop, or desktop). How about a new desk or ergonomic chair for my home office?
- What are the domestic and international travel arrangements? Can I request a better class of travel if I am travelling on a longer flight. Can I book my own travel, or is this centrally managed?
- Can I set a regular salary review discussion – the actual dates – so we can discuss the benefit I am contributing to the company (and potentially re-negotiate the compensation and benefits).

There are lots of other things to consider (parking, credit cards, accessing company membership of certain good and services), but you won't know unless you ask.

And once you have agreed to an addition to compensation and benefits, ensure to write it down and email your understanding of the agreement to the company representative.

Tim encourages potential or current job applicants to reach out to him so he can help you better define your life and career objectives, assess skills and strengths, and identify opportunities.

If required, Tim can assist you to construct written applications, develop your LinkedIn profile, prepare for interview, select personal and professional referees, and prepare you to negotiate that contract.

'Coaching packages are tailored to meet your needs and your budget'