[Insert organisation name/logo]

# EMPLOYMENT CONTRACT TEMPLATE

***🖌Note\****

*This document is only a template and it is recommended that it is carefully reviewed to include clauses that are relevant to your organisation and the new staff member position.*

*\*Please delete note before finalising this document.*

This Employment Contract is between **[insert organisation name]** as the employer and **[insert employee’s name]** as the employee.

Employment terms and conditions are set out in this Employment Contract.

## SECTION 1. POSITION

* 1. Your employment commences on **[insert date]**.
	2. Your employment is **[insert employment type e.g. full/part-time/casual]** at **[insert No. of hrs.]** hours per week.
	3. Your employment period is for **[insert start date],** ending on date **[insert completion date]**.
	4. Your position of employment is **[insert position name].**
	5. Duties of the position are set out in the attached Position Description. You may be expected to perform other duties having regard to your skills, training and experience.
	6. You will be required to perform duties primarily from the **[insert office location and address],** with some duties undertaken in **[insert other location if required]** as required.

## SECTION 2. REMUNERATION

1. You will be paid fortnightly at the rate of $**[insert salary amount]** per year.
	* 1. **[Insert organisation name]** will make superannuation payments on your behalf in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth.). As at the signing of this Contract, employer contribution is levied at 9.25%[[1]](#footnote-1) of ordinary time earnings.

You may elect to make additional employee superannuation contributions. Superannuation payments will be made into a fund nominated by you.

If you do not elect a superannuation fund within two weeks of your commencement date, **[insert organisation name]** will make contributions into a complying fund nominated by **[insert organisation name]**.

* + 1. Your remuneration package also includes:
* **[insert details, such as fully paid car parking space within [insert organisation name] office building]**
* a fully maintained motor vehicle with associated vehicle servicing and insurance. These motor vehicle costs form a component of your salary packaging quota
	+ 1. Remuneration will be reviewed annually as part of your Performance and Development Plan and Review. Any increases to your remuneration will be dependent on your performance, funding availability, and at the discretion of **[insert organisation name]**.

## SECTION 3. SALARY PACKAGING/SACRIFICE

1. The employee may, by agreement, elect to sacrifice part of their salary from a menu of non-cash benefits consistent with **[insert organisation name]** guidelines.

***🖌Note\****

*For those organisations that provide this benefit, the NADA Policy Toolkit provides a Salary Sacrifice Agreement to guide organisations. If your organisation does not provide this benefit, please delete this section.*

*\*Please delete note before finalising this document.*

## SECTION 4. QUALIFICATION PERIOD

4.1 A qualification period applies for the first **[insert number of months e.g. (3)]** months of your employment. During this time you will receive advice, training and guidance to assist you to become competent in the role you have been appointed to.

4.2 After the qualification period and with continued employment, a Performance and Development Plan and Review will be developed between yourself and your supervisor.

4.3 Within the first six (6) months of you employment, you or **[insert organisation name]** may terminate your employment by providing **[insert number of weeks e.g. (1)]** weeks’ written notice, in line with the Fair Work Act 2009 (Cth).

## SECTION 5. HOURS OF WORK

5.1 Your ordinary hours of work will be **[insert hours of work]** hours per week. There may occasionally be a need to work reasonable additional hours to fulfil your duties or as otherwise required by **[insert organisation name]**, and this will be jointly negotiated with you with hours worked accumulated as time in lieu.

5.2 **[Insert organisation name]**’s core hours of operations are between **[insert hours of operation e.g. 9.00am and 5.00pm].** It is expected that the majority of your work will be undertaken during core hours.

5.3 Additional hours worked are accumulated as time in lieu with the approval of your supervisor. Unless specifically negotiated, a maximum of **[insert number of hours]** hours’ time in lieu per month can be accrued.

## SECTION 6. LEAVE [delete if casual employment]

### 6.1 Recreational Leave

6.1.1 Full-time employees are entitled to a period **of [insert number of days, for example twenty (20)]** working days paid Recreational Leave for each **[insert number of months, for example twelve (12)]** month period. Recreational Leave is exclusive of any days declared and observed as public holidays as notified by the NSW and/or Australian Government.

6.1.2 Recreational Leave is accrued at the rate of approximately 1/3 week per month and may be taken after the completion of six (6) months service unless negotiated with your supervisor and the CEO/Manager.

6.1.3 Recreational Leave taken attracts leave loading of 17.5% **[Delete item if it is not applicable to your organisation]**

6.1.4 Payment for untaken Recreational Leave at the termination of your employment is exclusive of leave loading.

6.1.5 Part-time employee’s Recreational Leave is applied pro rata.

### 6.2 Personal Leave

6.2.1 A period of **[insert number of days, for example fifteen (15)]** days per year paid Personal Leave may be taken with **[insert number of days, for example twelve (12)]** days for personal illness or injury (Sick Leave), and **[insert number of days, for example three (3)]** days for Carer’s/Compassionate Leave.

6.2.2 Unclaimed Sick Leave may be accrued for a maximum period of 36 months.

6.2.3 Accrued Sick Leave will not be paid out on termination of employment.

### 6.3 Long Service Leave

6.3.1 Long Service Leave entitlements are provided in line with the provisions of the Long Service Leave Act 1955 (NSW) with the exception that **[insert organisation name]** employees may access Long Service Leave after **[insert number of years e.g. five (5)]** years continuous service at a pro rata rate.

### 6.4 Parental Leave

6.4.1 Parental Leave entitlements are provided in line with the provisions of the Fair Work Act 2009 (Cth).

6.4.2 Parental Leave of up to 12 months (52 weeks) may be provided if you have responsibility for the care of a child and if the leave is associated with:

* The birth of a child by you or by your spouse or de facto partner; or
* The placement of a child with you for adoption.

6.4.3 The Australian Government Paid Parental Leave scheme provides eligible employees 18 weeks of Parental Leave Pay at the rate of the National Minimum Wage within the 12 months Parental Leave period.

6.4.4 **[Insert organisation name]** employees are eligible for additional Parental Leave entitlements as outlined in **[insert organisation name]** Human Resource Policy.

***🖌Note\****

*If your organisation does not provide additional parental leave benefits please delete clause 6.4.4 above.*

*\*Please delete note before finalising this document.*

### 6.5 Leave Without Pay

6.5.1 You are entitled to access unpaid leave for voluntary emergency activities.

6.5.2 Leave without pay may be granted under extenuating circumstances at the discretion of your supervisor, CEO/Manager and/or the Board of Directors.

### 6.6 Other leave

6.6.1 You are entitled to access leave for jury service, with an entitlement of up to ten (10) days paid.

## SECTION 7. PERFORMACE REVIEW AND DEVELOPMENT

7.1 You and your **[insert organisation name]** supervisor agree to engage in performance development and review processes to determine appointment following the employment qualification period, identify your ongoing performance objectives, review performance, identify supports, and review remuneration.

## SECTION 8. POLICIES AND PROCEDURES

8.1 Your employment with **[insert organisation name]** requires you to comply with **[insert organisation name]** policies and procedures.

8.2 Failure to comply with **[insert organisation name]** policies and procedures may result in disciplinary action taken against you.

## SECTION 9. PRIVACY AND CONFIDENTIALITY

9.1 Your employment with **[insert organisation name]** requires that during the course of your employment and thereafter, except with the consent of **[insert organisation name]**, as required by law or in the performance of your duties, you do not use or disclose confidential information relating to the business of **[insert organisation name]**, including but not limited to client lists, trade secrets, client details, pricing structures and intellectual property.

## SECTION 10. CODE OF CONDUCT

10.1 During the course of your employment, you are required to behave in such a manner as not to bring disrepute, harm or potential harm on the organisation, fellow employees or those that **[insert organisation name]** may represent.

10.2 Your employment with **[insert organisation name]** requires that you agree to and comply with the **[insert organisation name]** Code of Conduct.

## SECTION 11. WORK HEALTH AND SAFETY

11.1 You and **[insert organisation name]** agree to create a safe working environment for all employees and visitors.

11.2 You are required to understand and comply with your work health and safety responsibilities, including those related to safe work practices, hazard management and reporting, in line with the Work Health and Safety Act 2011 (NSW).

## SECTION 12. TERMINATION OF EMPLOYMENT

12.1 In line with the Fair Work Act 2009 (Cth), **[insert organisation name]** may terminate your employment by providing you with notice in writing in accordance with the table below:

|  |  |
| --- | --- |
| **Length of continuous service with** **[insert organisation name]** | **Period of notice** |
| Not more than 1 year | 1 week |
| More than 1 year but less than 3 years | 2 weeks |
| More than 3 years but less than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

12.2 You are entitled to an additional week’s notice if you are over 45 years old and have completed at least 2 years of continuous service with **[insert organisation name]** on the day the notice of termination is given.

12.3 Within the first six (6) months of you employment, you or **[insert organisation name]** may terminate your employment by providing **[insert number of weeks e.g. (1)]** weeks’ written notice, in line with the Fair Work Act 2009 (Cth.).

12.4 If you wish to terminate your employment after six (6) months employment, you are required to provide **[insert organisation name]** with written notice in accordance with the table at 12.1 above.

12.5 **[insert organisation name]** may terminate your employment at any time without notice if you are guilty of repeated or serious misconduct.

12.6 If redundancy action is initiated by **[insert organisation name]**, you may be eligible for redundancy pay in line with the Fair Work Act 2009 (Cth).

## SECTION 13. ENTIRE CONTRACT

13.1 The terms and conditions of this Contract constitute the terms and conditions of your employment and replace any prior understanding or agreement between you and **[insert organisation name]**.

13.2 The terms and conditions of this Contract may only be varied by written agreement signed by both you and **[insert organisation name]**.

13.3 In matters where this Contract is silent, the terms and conditions of the minimum national employment standards apply.

## SECTION 14. Verification

I, **[insert new employee’s name]**, have read and understood this Employment Contract and accept the offer of employment from **[insert organisation name]** on the terms and conditions set out.

|  |
| --- |
| **Employee**  |
| **Name**  |  |
| **Signature** |  | **Date** |  |
| **CEO/Manager** |
| **Name**  |  |
| **Signature** |  | **Date** |  |

1. For more information on Superannuation refer to the [Australian Taxation Office website](http://www.ato.gov.au/Individuals/Super/Compulsory-employer-contributions/)  [↑](#footnote-ref-1)