***Version 1.0 - last updated on 12 May 2023***

***Please contact the Bright Advice team on 0481 609 489 for any specific questions on content or if you are intending to make amendments to the contents of the clauses.***

*This document and any associated advice are not intended to be comprehensive. The document and associated services are designed for you to be able to inform yourself generally, on common employment relations concepts and issues.*

*The document has not been created in line with your specific needs, objectives or circumstances in mind and is not formal advice. Before you act or rely on our service, you should seek formal advice from an appropriately qualified practitioner. While we use reasonable effort to ensure the accuracy of documents, we do not represent, warrant, or guarantee its accuracy, currency or completeness (to the maximum extent permitted by law).*

*This letter must be transferred to your own letterhead, removing this disclaimer.*

EMPLOYMENT contract

**BETWEEN**

(Insert business name) trading as (Insert trading name) (**the Employer**)

ABN: (Insert ABN)

Situated at (Insert business location)

**AND**

(Insert employee name) (**You**)

# DATE OF COMMENCEMENT

Your employment with the Employer is recognised as commencing on (Insert date).

# POSITION AND DUTIES

## You will be employed on a full-time basis as a (Insert job title).

## In addition, you will be required to perform reasonable additional duties and functions from time to time, as reasonably directed by the Employer.

## You agree that you will comply with all the Employer’s handbooks, policies and procedures, as amended from time to time at the sole discretion of the Employer. The specific detail of the Employer’s policies do not form a term of your contract.

# [DELETE IF AWARD FREE]INDUSTRIAL INSTRUMENT

## You are covered by the (Insert full award / agreement name) (**the Industrial Instrument**). Where a term of the Industrial Instrument provides for a greater entitlement than this Contract, the Industrial Instrument entitlement will apply.

## Your classification is (Insert level or grade), which will be subject to change in line with the Industrial Instrument.

# [DELETE IF EXISTING EMPLOYEE]Probation

## Your employment is probationary for the first (Insert three/six) months of your employment with the Employer. The Employer may, at its discretion, extend the probation period.

## During the probationary period, your employment may be terminated by providing notice in accordance with the termination clause of this Contract.

# PLACE OF WORK

Your usual place of work is (Insert location) or elsewhere as reasonably directed by the Employer.

# HOURS OF WORK

## You will be required to work 38 hours per week plus any additional hours which are reasonably necessary to fulfil the requirements of your duties, or as reasonably required by the Employer.

# “BUILDING AND CONSTRUCTION AWARD ONLY” [DELETE IF not applicable]Rostered day off

## In addition to your hours of work, you are required to work an additional (Insert eg two hours) per week. These additional hours will accrue and become an entitlement to rostered time off. Such time off is to be taken in accordance with any applicable Industrial Instrument and the Employer’s policy.

# PAY

## Your pay is $(Insert amount) per (Insert hour/week/annum), exclusive of superannuation.

## [OPTION: BASE RATE: DELETE IF AWARD FREE]You will be entitled to any applicable penalty rates, overtime rates, allowances or loadings appropriate to your position as set out in the applicable industrial instrument.

## [OPTION: SALARY OR LOADED RATE: DELETE IF AWARD FREE]Your remuneration is paid in satisfaction of any and all monetary entitlements that you may otherwise be entitled to receive. This includes, but is not limited to entitlements owing under any industrial instrument or law, including any entitlement to minimum wages, allowances, overtime, penalty rates and annual leave loading. As such, your pay takes into account any hours that you are required to work outside of your standard hours of employment.

## Where your pay exceeds any legislative minimum entitlements, any amount paid in excess of these minimum entitlements may be used to offset any entitlement that may otherwise have been applicable.

# SUPERANNUATION

The Employer will make Superannuation contributions on your behalf in accordance with relevant legislation.

# LEAVE

Leave entitlements will be provided to you in accordance with the Employer’s policy, an applicable industrial instrument and/or the Fair Work Act, whichever is more generous.

# CONFIDENTIAL INFORMATION

## You agree at all times during and after your employment with the Employer to refrain from directly or indirectly disclosing to a third party confidential information except in the proper course of carrying out your duties, not to use the confidential Information for any purpose other than for the benefit of the Employer, to keep confidential all business confidential information and to comply with the terms of this contract unless otherwise required by applicable laws or regulations.

## Confidential information means all the information including trade secrets, intellectual property, marketing and business plans, client and supplier lists, computer software applications and programs, business contacts, finance, data concerning the Employer or any of its associated entities or any client of the Employer’s, finances, operating margins, prospect’s lists, and transactions of the Employer, but does not include information in the public domain otherwise than through a breach of an obligation of confidentiality.

# INTELLECTUAL PROPERTY

## All intellectual property rights arising from any works created or developed by you in the course of your employment (whether alone or with others) will belong to the Employer and you agree to immediately disclose to the Employer all such works.

## For the benefit of the Employer, you consent to any and all acts or omissions (whether occurring before or after this consent is given) in relation to all works made or to be made by you in the course of your employment which might otherwise infringe your moral rights in those works.

# Stand Down

## The Employer may stand you down with pay for reasons including, but is not limited to, circumstances in which the Employer is carrying out an investigation into allegations of misconduct (whether or not such allegations have been made against you) or in circumstances whereby such action is deemed necessary by the Employer to ensure it satisfies its health and safety obligations.

## Nothing in this clause in any way limits the Employer’s right to stand you down without pay in accordance with any applicable legislation or in accordance with any other provision of this Contract.

# TERMINATION OF EMPLOYMENT

## This contract can be terminated by either party at any time. Notice of termination will be in accordance with your applicable industrial instrument or where not applicable the Fair Work Act, but is not required in the case of serious misconduct or a serious breach of this Contract. Notice can be paid in lieu by the Employer. You agree to provide the same amount of notice to the Employer as it is required to provide.

## If your position is made redundant, you shall not be entitled to any payment except as required under an applicable industrial instrument and/or the Fair Work Act.

## Upon the termination of your employment you must immediately return to the Employer all Employer property in your possession or control including, but not limited to, any, equipment, papers, keys, records and documents, Confidential Information, intellectual property and other information, in whatever form relating in any way to the Employer or its clients.

## Upon the termination of your employment you must repay to the Employer the balance of any loans, advances, or any money otherwise owed by you to the Employer. The Employer reserves the right to take action to recover any monies owing to the Employer.

# GENERAL

## This contract is personal to you and is not assignable or transferable by you and may not be assigned, pledged or encumbered by you. The Employer may assign its rights and obligations under the contract to any person, business, Employer or entity.

## If any of the terms and conditions of the contract are void, or become voidable by reason of any statute or rule of law then that term or condition shall be severed from the contract without affecting the enforceability of the remaining terms and conditions.

## The contents of the contract constitute the entire agreement between you and the Employer. Any previous agreements, understandings, and negotiations on this subject matter cease to have effect.

## The terms of the contract may be varied from time to time by mutual agreement in writing between the parties.

## This contract shall be governed by and construed in accordance with the laws of the state or territory of the Employer’s primary business location. You agree to submit to the jurisdiction of its courts.

# FAIR WORK INFORMATION STATEMENT

By signing this contract you acknowledge that the Employer has provided you with a Fair Work Information statement.

|  |  |
| --- | --- |
| **SIGNED BY AUTHORISED OFFICER OF THE EMPLOYER**  .........................................................  Authorised Officer  .........................................................  Title of Authorised Officer  ..............................................  Dated | ..............................................  Witness  ..............................................  Name of Witness  ..............................................  Dated |
| **SIGNED BY YOU**  .........................................................  Employee  ..............................................  Name of Employee  ..............................................  Dated | .............................................  Witness  ..............................................  Name of Witness  ..............................................  Dated |