
SUMMARY

This Agreement sets out the terms on which we engage you as a full time employee in Australia.

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USING THIS TEMPLATE

Fill-in with Adobe Reader, free at <http://get.adobe.com/reader/>.

This template is of a general nature only and may not be suitable for individual circumstances.

EMPLOYMENT AGREEMENT

FULL TIME



Parties & Signatures

1 Employer

Also referred to as *we, our* or *us*

FULL LEGAL NAME AND BUSINESS NUMBER OF EMPLOYER

STREET ADDRESS OF EMPLOYER

EMAIL ADDRESS OF EMPLOYER

Signed for or by the Employer

EMPLOYER SIGNS HERE 

PRINT DATE OF SIGNING 

PRINT NAME OF SIGNATORY 

PRINT TITLE OF SIGNATORY 

2 Employee

Also referred to as *you* or *your*

FULL LEGAL NAME OF EMPLOYEE

STREET ADDRESS OF EMPLOYEE

PERSONAL EMAIL ADDRESS OF EMPLOYEE

Signed by the Employee

EMPLOYEE SIGNS HERE 

PRINT DATE OF SIGNING 

PARTY DETAILS

Insert the Employer's details.

The Employer is referred to in this document as *we, our* or *us*.

SIGNING INSTRUCTIONS

The Employer or a person authorised to sign for it (such as a company director) should sign here and print the date of signing as well as their name and (if they are signing for a company or as an authorised person) their title.

PARTY DETAILS

Insert the Employee's details.

The Employee is referred to in this document as *you* or *your*.

SIGNING INSTRUCTIONS

The Employee should sign and date the document here.

These instructions do not print.



Agreements Details

3 Your role

3.1 Start date

DATE THIS AGREEMENT STARTS

3.2 Principal place of work

MAIN PLACE OF WORK

3.3 Ordinary hours of work

HOURS PER DAY & DAYS OF THE WEEK (FULL TIME IS 7.6 PER DAY X 5 DAYS)

3.4 Meal breaks

DURATION OF UNPAID MEALS BREAK/S PER DAY

3.5 Job title

TITLE OF THE EMPLOYEE'S JOB

3.6 Reporting structure

JOB TITLE OR DESCRIPTION OF PERSON/S YOU REPORT TO

4 Your pay

4.1 Base rate of pay

AMOUNT INCLUDING SALARY/WAGE, SUPERANNUATION AND OTHER BENEFITS

START DATE

Insert the date the Employee started or will start work with the Employer.

PLACE OF WORK

Insert the relevant address. The Employee may also be required to work at other places.

HOURS OF WORK

Insert, e.g., "7.6 hours per day on Monday to Friday starting at 9.00 am".

MEAL BREAKS

These are unpaid and not included in ordinary hours or work. E.g., "60 minutes for every 5 hours of work".

JOB TITLE

Insert, e.g., "Chief Operating Officer". The Employee's Duties are at the end of this Agreement.

REPORTING STRUCTURE

Insert who the employee reports to, e.g., "Reporting to the Chief Executive Officer" or "Reporting to the board of directors".

YOUR PAY

Insert the base rate of pay which is taken to include superannuation and all other benefits, e.g., "\$100,000 including a vehicle allowance and superannuation".

These instructions do not print.



4.2 If you work any overtime in addition to your *ordinary hours of work*:

- A you will not receive any additional pay as your *base rate of pay* compensates you for any overtime you work.
- B you are entitled to additional pay at the *overtime rate* below.

4.3 *Overtime rate (if applicable)*

OVERTIME RATE PER HOUR (IF APPLICABLE) INCLUDING SUPERANNUATION

4.2 *Pay review date(s)*

PAY REVIEW DATES (SEMI-ANNUAL, ANNUAL, ETC)

4.3 *Pay cycle*

PAY CYCLE (WEEKLY, FORTNIGHTLY, MONTHLY)

5 Duration of your employment

5.1 Your employment under this Agreement:

- A is ongoing until ended by either party.
- B is for the specified period stated below.
- C is for the specified period stated below as you are employed to cover for an employee taking parental leave.

5.2 *Specified period of your employment (if applicable)*

SPECIFY PERIOD OR END DATE (LEAVE BLANK IF NOT APPLICABLE)

6 Ending your employment

6.1 *Probationary term*

PROBATIONARY TERM

6.2 *Notice period required during the probationary term*

MUTUAL NOTICE PERIOD REQUIRED DURING THE PROBATIONARY TERM

6.3 *Notice period you must give to end your employment*

NOTICE PERIOD YOU ARE REQUIRED TO GIVE US

OVERTIME

Select either A or B as applicable.

If B applies, insert the overtime rate (inclusive of superannuation) at 4.3, e.g., "\$40 per hour and including superannuation" otherwise insert "not applicable".

PAY REVIEW DATE(S)

Insert, e.g., "1 July each year".

PAY CYCLE

Insert, e.g., "Weekly", "fortnightly" or "monthly".

EMPLOYMENT PERIOD

Select A if the employment is to continue until ended by either party.

Select B if the employment is for a specified period and insert, e.g., "1 year" or "period ending 1 March 2014, at 5.2.

Select C if the employment is to cover for an employee taking parental leave and insert, e.g., "6 months" or", at 5.2.

PROBATIONARY TERM

Insert, e.g., "1 month" or "3 months".

PROBATIONARY NOTICE

Insert a period of at least "1 week" which is the minimum required under the National Employment Standards.

NOTICE YOU GIVE US

Insert, e.g., "1 month" or "6 months".

These instructions do not print.



6.4 Notice period we must give to end your employment

Mandatory notice period

YOUR PERIOD OF SERVICE	NOTICE PERIOD
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks
More than 2 years and you are over 45 years old	1 additional week

Additional notice period (if any)

NOTICE PERIOD IN ADDITION TO THE MANDATORY NOTICE PERIOD

However, we are not required to give you any notice period (or payment in lieu of notice) if you are employed for a specified period and your employment ends at the end of that period.

7 General provisions

7.1 Jurisdiction

STATE OR TERRITORY WHOSE LAWS APPLY TO THIS AGREEMENT

7.2 Additional terms

ADDITIONAL TERMS OR VARIATIONS TO THE AGREEMENT TERMS

NOTICE WE GIVE YOU

The notice period includes the *mandatory notice period* required under the National Employment Standards and the *additional notice period* (if any) below.

Insert an *additional notice period* only if it is agreed that the employer will give more than the *mandatory notice period*.

ADDITIONAL NOTICE PERIOD

Insert, e.g., “1 week for each year of service with us” or insert “Nil” if not applicable.

JURISDICTION

Specify the applicable jurisdiction, e.g., “Victoria, Australia”.

ADDITIONAL TERMS

This section can be used to add to or vary the Agreement Terms.

E.g., “clause ## is deleted”.

E.g., “clause ## is replaced with the following...”

E.g., “a new clause ## is inserted as follows...”

These instructions do not print.



Agreement Terms

OVERVIEW

1. This Agreement

This Agreement consists of the following sections:

- the Parties & Signatures;
- the Agreement Details;
- these Agreement Terms; and
- the Employee's Duties.

2. The parties

The parties to this Agreement include the Employer (referred to as *we*, *our* or *us*) and the Employee (referred to as *you* or *your*).

3. Your entitlements

Your employment entitlements are governed by:

- this Agreement;
- the *applicable award (if any)* referred to in the Agreement Details; and
- the applicable laws including the *Fair Work Act 2009*.

The *Fair Work Act 2009* requires employers to give all new employees the Fair Work Information Statement which explains the safety net of minimum terms and conditions of employment under the Act known as the *National Employment Standards*.

The Fair Work Information Statement is published by the Australian Government's Fair Work Ombudsman at:

<http://www.fairwork.gov.au/employment/fair-work-information-statement>

4. NES and award not part of this Agreement

While this Agreement references the National Employment Standards and the *applicable award (if any)*, they do not form part of this Agreement.

YOUR ROLE

5. Start date

The *start date* for your employment is stated in the Agreement Details. If your employment with us has already started then this Agreement applies with effect from the *start date*.

6. Full time employment

You are employed on a full time basis. While you are employed with us, you must not (except with our consent):

- engage in any other business or employment; or
- do anything that might conflict with your duties under this Agreement.

7. Place of work

You are employed to work at the *principal place of work* stated in the Agreement Details. We may reasonably require you to attend other locations in order to fulfil the duties of your position.

8. Hours of work

Your *ordinary hours of work* are stated in the Agreement Details. However, due to the nature of your position we may reasonably:

- require you to perform extra work in addition to our outside the *ordinary hours of work*; or
- vary your hours of work.

You are entitled to the *meal breaks* stated in the Agreement Details. These are unpaid and do not form part of your *ordinary hours of work*.

SAMPLE

10. Job title

The *job title* for your position is stated in the Agreement Details.

11. Reporting structure

The *reporting structure* for your employment is stated in the Agreement Details.

12. Your duties

You must diligently:

- perform the *Employee's Duties* stated at the end of this Agreement and any other duties and responsibilities that we reasonably require, from time to time, as long as they are within your skills, training, education and experience;
- act diligently and faithfully, with reasonable care and skill, to promote our interests; and
- comply with all lawful and reasonable directions we give you.

13. Compliance with our policies & procedures

You must comply with our policies and procedures as notified to you from time to time. However, these do not form part of this Agreement.

YOUR PAY**14. Your pay**

Your pay is stated in the Agreement Details and includes an amount for superannuation. We will deduct superannuation and PAYG from *your pay* as required by law.

15. Superannuation

We will pay the minimum superannuation guarantee contributions required to avoid the Superannuation Guarantee Charge imposed by the Australian Taxation Office.

You may only sacrifice part of *your pay* for other benefits if:

- you permit us to deduct any fringe benefits tax, administrative or other expenses we incur in connection with the arrangement;
- you enter into any relevant agreements required by us; and
- it is permitted by law.

17. Review of your pay

We will review *your pay* with effect from the *pay review date(s)* specified in the Agreement Details but we are under no obligation to increase *your pay*.

18. Reimbursements

We will reimburse you for any expenses you incur in performing your duties provided that we authorise them before you incur them.

19. Payment

We will pay you in arrears in accordance with the *pay cycle* stated in the Agreement Details. Payments will be made by electronic transfer to your nominated bank account.

LEAVE ENTITLEMENTS**20. Parental and adoption leave**

You may be entitled to:

- 12 months of unpaid parental and adoption leave (with a right to request an additional 12 months) under the National Employment Standards; and
- paid parental leave under the *Paid Parental Leave Act 2010*.

21. Annual leave

Under the National Employment Standards:

- you are entitled to four weeks paid annual leave for each year of service with us;
- this entitlement accrues on a continuous basis according to your *ordinary hours of work* and may accumulate from year to year if not taken; and
- when your employment ends, you will be entitled to payment for annual leave you have accrued but not yet taken.

When you take annual leave, we will pay you at your *base rate of pay* for your *ordinary hours of work* in that period;

You may take annual leave at times reasonably agreed with us or we may reasonably require you to do so because:

- we consider that you have accrued an excessive amount of annual leave;
- we are closing our business or activities for a period (such as between Christmas and New Year); or
- of any other reason.

22. Personal/carer's leave

Under the National Employment Standards:

- you are entitled to 10 days paid personal/carer's leave for each year of service with us;
- this entitlement accrues on a continuous basis according to your *ordinary hours of work* and may accumulate from year to year if not taken but lapses when your employment ends;
- you may take this leave if you are unfit for work because you are ill or injured or to care for a member of your immediate family or household if they are affected by illness, injury or unexpected emergency; and
- if you have used all of your accrued personal/carer's leave and it is required, you may also take up to 2 days unpaid carer's leave.

When you take paid personal/carer's, we will pay you at your *base rate of pay* for your *ordinary hours of work* in that period.

23. Compassionate leave

base rate of pay for your *ordinary hours of work* in that period less any amounts (other than expense related allowances) you receive for jury service.

25. Long service leave

You are entitled to long service leave under legislation that applies in the jurisdiction where you are employed.

26. Evidence and notice required to take leave

To take leave, you must give us:

- reasonable notice; and
- reasonable evidence to substantiate your reasons,

as required under the National Employment Standards and other applicable laws.

27. Public holidays

Under the National Employment Standards:

- you are usually entitled to be absent from work on public holidays;
- however, you must work on public holidays if we request you do so, our request is reasonable and it would be unreasonable for you to refuse it.

If you are absent from work on a public holiday, we will pay you at your *base rate of pay* for your *ordinary hours of work* (if any) on that day or part-day.

The public holidays applicable to you are those in the *principal place of work*.

INTELLECTUAL PROPERTY AND GOODWILL

28. Your duty of confidentiality

You may only use or disclose our confidential information:

- in the course of performing your duties for our benefit or otherwise with our consent;
- to your professional advisors on a need to know basis; or
- as required by law.

These obligations continue after your employment ends and, if requested, you must:

- return or destroy our confidential information and delete any electronic copies saved on your computers; and
- immediately provide us with a statutory declaration to the effect that you have complied with your obligations under this clause.

29. Confidential information

Our confidential information includes:

- information about our business such as details of our employees, customers and suppliers;
- trade secrets, finances, operations, strategies, business plans, products, services, agreements and transactions; and
- any other information that we specifically designate in writing as confidential.

However, information that is public knowledge or becomes generally available to the public (other than due to your breach of this Agreement) is not regarded as confidential.

30. Our ownership of intellectual property

In relation to any intellectual property that you discover, create or develop in the course of your employment (regardless of whether it is during or outside of normal business hours, using other premises or equipment or together with any other person):

- we own the present and future rights in the intellectual property; and
- if requested, you must sign any documents that we reasonably require to evidence our rights in it (or, if applicable, the rights of our customers, clients or anyone else we designate).

This does not apply in relation to any non-work related intellectual property that you discover, create or develop prior to, or independently of, your employment with us. However, the onus is on you to prove that it is non-work related.

- to attribution of authorship;
- not to have authorship falsely attributed; and
- integrity of authorship.

32. Monitoring of communications

You should be aware that we may monitor your use of our telephone, fax, email, internet and other communication systems used in the context of your employment. Therefore, your communications will not be private. However, we will only monitor them as permitted by law.

33. Protection of privacy

You must ensure that you only collect, use or disclose personal information in compliance with our privacy policy, the *Privacy Act 1988* and other applicable laws.

Personal information includes information in relation to our employees, customers, suppliers and other people we deal with.

34. Protection of our goodwill

You must comply with any obligations in this Agreement, or a separate agreement, that require you to protect the goodwill of our business for the duration of your employment or a period after it ends.

DURATION OF YOUR EMPLOYMENT**35. Refer to the Agreement Details**

The Agreement Details state the duration of your employment as either:

- ongoing until ended by either party—in which case clause 36 applies; or
- for a specified period—in which case 37 applies; or
- for a specified period as you are employed to cover for an employee taking parental leave—in which case clause 38 applies.

36. Employment on an ongoing basis

If the Agreement Details state that your employment is ongoing until ended by either party then it will continue until:

- you end it under clause 39 or 40; or
- we end it under clause 39, 41 or 43.

37. Employment for a specified period

If the Agreement Details state that your employment is for a *specified period* then it will end at the end of the specified period unless:

- you end it earlier under clause 39 or 40; or

- we end it earlier under clause 39, 41 or 43.

38. Employment to cover parental leave

If the Agreement Details state that your employment is for a *specified period* as you are employed to cover for another employee who is taking parental leave (*employee on leave*) then the National Employment Standards require us to advise you as follows:

- (a) Your employment is temporary because you are replacing an employee on leave and it will end at the end of the *specified period* unless:
- you end it earlier under clause 39 or 40; or
 - we end it earlier under clause 39, 41 or 43 or in the circumstances referred to in this clause 38(c), (d) or (e);
- (b) The employee on leave is entitled to return to their position at the end of their parental leave;
- (c) Either we or the employee on leave may cancel their parental leave if a pregnancy ends other than by the child being born alive and their leave may be cancelled;
- (d) Where a pregnancy ends other than the child being born alive or the child dies after being born:
- the employee on leave may give us written notice that they wish to return to work before the end of the *specified period* and at a time within 4 weeks after we receive the notice; and
 - we may give the employee on leave written notice requiring them to return to work and they may return to work as early as 6 weeks after the notice is given.
- (e) If the employee on leave stops having any responsibility for the care of the child, we may give them written notice requiring them to return to work on a specified day. The specified day must:
- be at least 4 weeks after the notice is given; and
 - not be earlier than 6 weeks after the date of birth of the child, if the employee on leave has given birth.

ENDING YOUR EMPLOYMENT

39. Ending your probationary employment

The Agreement Details state:

- the *probationary term* for your employment (which starts from the *start date*); and

- the *notice period required during the probationary term* for a party to give the other party notice that it wishes end your employment (but regardless of what is stated in the Agreement Details the period must be at least the minimum required under the National Employment Standards).

We may pay your entitlements for all or part of the *notice period required during the probationary term* in lieu of giving you notice.

40. You may end your employment on notice

The *notice period you must give to end your employment* is stated in the Agreement Details but a lesser period may apply during the *probationary term* under clause 39.

41. We may end your employment on notice

The *notice period we must give to end your employment* includes the *mandatory notice period* under the National Employment Standards plus the *additional notice period (if any)* stated in the Agreement Details.

The *notice period* will depend on the following factors which are to be determined as at the end of the day the notice is given:

- the *period of service* (meaning your period of continuous service with us); and
- whether you are over 45 years old.

We may pay you in lieu of giving you notice for all or any part of the *notice period* and we will calculate the payment based on your full rate of pay for at least the hours you would have worked had your employment continued until the end of the *notice period*.

42. Redundancy pay

SAMPLE

- you engage in an act of dishonesty, theft, fraud, assault or other serious misconduct in the course of your employment;
- you are intoxicated at work;
- you are charged with or found guilty of committing a criminal offence which we reasonably consider may bring us into disrepute or seriously impair your ability to carry out your duties;
- you refuse to carry out lawful and reasonable instructions given under this Agreement;
- you fail or refuse to obey our reasonable directions in relation to your duties or you are negligent in carrying them out; or
- you breach our policies on occupational health and safety, anti-discrimination, use of electronic equipment or other matters;
- you breach your confidentiality obligations under this Agreement;
- you breach any obligations under this Agreement, or any other agreement, not to compete with or take employees, customers or suppliers away from our business; or
- you breach any other term of this Agreement.

44. Directions during notice period

During the notice period, we may direct you:

- not to attend work;
- not to perform all or part of your duties; and
- not to make contact with a client, customer, supplier or anyone else you would otherwise contact as part of your duties.

45. Return of our property

- the replacement cost of any of our property that you fail to return; and
- any other amounts you owe us.

GENERAL PROVISIONS

47. Jurisdiction

This Agreement is governed by the laws of the *jurisdiction* specified in the Agreement Details and the parties submit to the resolution of disputes exclusively by the courts in the *jurisdiction*.

48. Additional terms

The *additional terms* (if any) in the Agreement Details take priority over these Agreement Terms and may be used to supplement or vary them.

49. Change in your role

This Agreement will continue to apply even if there is a change in your *job title, reporting structure*, your duties or other aspect of your employment unless we make a written agreement with you:

- to enter into a new employment agreement; or
- vary the terms of this Agreement.

50. Variations

Once signed, this Agreement may only be varied by the further written agreement of the parties.

51. Entire understanding

The understanding between the parties about the subject matter of this Agreement is covered entirely in this document and no previous agreements, representations or warranties will have any effect.

52. Waiver

If a party waives, or does not enforce, its rights in relation to a breach of this Agreement, it will not affect the party's rights in relation to any subsequent breach of this Agreement.

53. Other instruments may prevail

If an industrial award, enterprise agreement, legislative provision or other instrument prohibits or overrides any part of this Agreement then this Agreement is to be read down to accord with that instrument.

END OF THE AGREEMENT TERMS

SAMPLE



Employee's Duties

1. *Duties*

DUTIES OF YOUR EMPLOYMENT

YOUR DUTIES

Insert details of the duties. The Employee may also be required to perform other duties that are not specified in this section.

If more space is required, insert, e.g., "Refer to the attached Description of Duties".

These instructions do not print.

