**[COMPANY NAME]**

**EMPLOYMENT AGREEMENT**

Private and Confidential

[Insert Date]

[Employee’s Name & Address Details]

Dear [insert name of employee],

Letter of offer of employment: Employment Agreement

This letter invites you to become an employee of [Name of Business] where we hope you will enjoy your position of [Insert Job Position Title] and make a significant contribution to the success of the business. If you accept our offer, this letter will constitute as en employment agreement.

This contract come in live when your 400 visa is granted. It is fix term contract for a maximum period of 6 months, from the first day of your employment.

If a word or phrase has a specific meaning in the Fair Work Act 2009 (the Act), then it has that meaning in this letter but if no meaning is set out there, then it has its common simple English meaning. If it is capable of having both a narrow and a wide meaning or construction, then it has the widest possible meaning unless stated otherwise in this letter. This letter should be read in conjunction with the name of the award. (“the award”)

In this employment agreement any reference to “we”, “us”, “our” and the “Business” is a reference to [Name of Business] and all its related body corporates as defined in the Corporations Act 2001 (Cth).

**Employment**

1. **What Position are you being offered?**

Your [full time] employment with us will begin with the position of [insert position title]. The day to day duties and responsibilities of this position are detailed in the attached Position Description and will be discussed with you on the commencement of your employment.

All of our employees are expected to have a flexible approach to their work duties. As the Business grows and its business changes over time, your position, duties, reporting lines, and title may also change. It may be necessary for you to perform other roles and positions or perform duties for one of our related bodies corporate. What this means is that your position, duties, responsibilities and reporting lines may be changed by the Business as required from time to time. Unless you are informed otherwise, this employment agreement will continue to apply to you, even though your position, duties and reporting lines may change from time to time.

1. **What hours will you be expected to work?**

Our general hours of business are from [Insert Days Open] between [Insert Hours Open]. It is expected that you will work an average of 38 hours per week during general business hours. Meal break is taken between [Insert Lunch Break Time]. You will be entitled to take a paid rest break of 10 minutes duration for each four hours worked.

You agree with us that, except in the case of absence by reason of ill health, incapacity, accident or approved leave, you will devote the whole of your time, attention and abilities exclusively to your duties during the general hours of business.

1. **Will you have to work overtime?**

From time to time you will be required to work additional hours or after hours when necessary to perform your duties and responsibilities. In this case penalty rates applies or lime in lieu as per award mentioned in initial paragraph.

1. **Where will you be located?**

Initially you will be required to carry out your duties at [insert business address]. However we may from time to time require you to perform work at other locations, provided that such a direction does not impose unreasonable hardship on you.

1. **Probationary Period – intentionally removed.**

~~The first three (3) consecutive months of the Employee’s employment under this Agreement are agreed to constitute a period of probation during which the Company shall have the opportunity to assess the suitability of the Employee’s performance and conduct (the Probation Period). At any time during the Probation Period, the Company may terminate the Employee’s employment, on the grounds of unsuitability, without providing any working notice or payment in lieu thereof.~~

1. **Your annual remuneration package will include:**
	1. A base rate of pay of $[insert base rate of pay] gross per 38 hrs/ per week.
	2. Movements in salary will be determined by annual review/review each six months/movements in the federal minimum wage.
	3. We will make superannuation contributions to a fund nominated by you / or us /or name the fund as required by law (currently set at 9.5% of base salary). The superannuation contribution will be not less than that required under the Superannuation Guarantee (Administration) Act.
	4. Subject to the governing rules of the relevant superannuation fund, you may, in writing, authorise us to pay on your behalf a specified amount from your wages into the same superannuation fund as we pay your compulsory superannuation contributions. These contributions will be taxed according to law.
2. **How will you be paid**

We will pay base salary and allowances into your nominated bank account(s) {Insert whether it is fortnightly/weekly].

1. **What if you owe us money**

If you owe money to us, forfeit the right to monies already paid or you are paid more than you are entitled to be paid, we may withhold (to the extent permissible by law) the amount forfeited, or the amount of the debt or overpayment, from any amounts otherwise payable to you, including salary or reimbursement of expenses.

1. **What are your National Employment Standard Entitlements**

The National Employment Standards are set out in the Fair Work Act 2009 and comprise 10 minimum standards of employment. Together with pay rates in your award and minimum wage orders, the NES makes up the safety net that cannot be altered to the disadvantage of the employee. Your entitlements are:

* 1. The maximum weekly hours of work are 38 hours per week, plus reasonable additional hours.
	2. You may request flexible working arrangements if you are a parent or carer of a child under school age or of a child under 18 with a disability, to assist with the child’s care.
	3. You may request parental leave and related entitlements of up to 24 months unpaid leave and you can request adoption related leave, after 12 months’ continuous service.
	4. Your annual leave is 4 weeks paid leave per year. Annual leave accrues on a pro rata basis and is cumulative. Annual leave is to be taken at times agreed with the company.
	5. You are entitled to 10 days paid personal / carer’s leave, two days unpaid carer’s leave as required, and two days bereavement leave in each year. This is pro-rata for part-timers and casuals.
	6. Community service leave – unpaid leave for voluntary emergency activities and leave for jury service, with an entitlement to be paid for up to 10 days for jury service.
	7. You are entitled to Long service leave in accordance with the uniform national long service leave standard.
	8. Public holidays – a paid day off on a public holiday, except where reasonably requested to work.
	9. Notice of termination and redundancy pay – up to 4 weeks notice of termination (5 weeks if the employee is over 45 and has at least 2 years of continuous service) and up to 16 weeks redundancy pay, both based on length of service.
	10. The right for new employees to receive the Fair Work Information Statement.
1. **Pre-conditions under which you may accept this offer.**
	1. Under relevant state/ territory WorkCover legislation, it is your duty to advise us of any pre-existing condition, which would be aggravated by the type of employment you are applying for. Failure to do so seriously jeopardises any entitlement you might have for work-related aggravation of that non-disclosed pre-existing condition.
	2. You acknowledge and agree that:
		1. you have a lawful right to work in Australia and to perform the duties and responsibilities of employment contemplated by this letter;
		2. you will immediately notify us of any circumstance that might prejudice this right at any time during your employment by the company; and
		3. in order to enable the company to verify at any time that you have this right, you will provide to us upon request sufficient evidence to establish this fact.
2. **Duties and responsibilities**
	1. You must honestly, and in a proper and efficient manner, hold the responsibilities and perform the duties and tasks as are stated in your **Position Description** (see attached job description) from time to time. You must also be familiar with and observe our corporate **policies** as varied from time to time.
	2. During your employment you may not without our written consent (which cannot be unreasonably withheld) be employed in or by, or be directly or indirectly concerned or interested in any business that competes with our business.
	3. Whilst retaining your right to a free political opinion, and free association, you may not have any association or interest outside our business that competes with our business.
3. **Confidential information**

In the course of your employment, you will become privy to confidential information of the company or its clients. It would be detrimental to our interests if you use this information in an unauthorised way, or for your own benefit or to benefit any other party. As a result, other than in the course of the performance of your duties or otherwise as required by law, you will not disclose or make known to any person (including any firm or corporation) either during or after your employment has ended, any confidential information that you had access to or acquired during the course of your employment with the Business. This obligation lasts both during your employment and for so long as the confidential information remains confidential after the termination of your employment.

1. **Restraint**

You will not during the [insert reasonable time period]after the termination of your employment within the area of [insert either a place name or an area] by any means:

* 1. attempt in any manner to persuade a client to cease dealing with or to reduce the dealings which that client has customarily had or contemplated having with us;
	2. attempt in any manner to persuade a supplier to cease dealing with or to reduce the dealings that the supplier has customarily had or contemplated having with us;
	3. attempt in any manner to persuade any of our employees or contractors with whose skills and abilities you have become familiar in the course of your employment to cease providing services to us and/or to provide services to you or another person;
	4. carry on, advise, provide services to or be engaged, concerned or interested in or associated with or otherwise involved in any business activity that is competitive with any business carried on by us.

You acknowledge and agree that, without prejudice to any other remedy that we may have, that we will be entitled to injunctive and other equitable relief to prevent or cure any breach or threatened breach of this clause.

1. **Termination of employment**
	1. Termination by giving notice

 Unless we terminate your employment in summary fashion, we may terminate the employment by giving you one week notice in writing. We may choose to require you to serve part or all of that period without attending work and/or performing duties.

 If you resign, you must give one week notice in writing. If you decline to serve part or all of that notice period without agreement of the company, you will forfeit your right to be paid for that period of notice which you refused to serve.

* 1. Summary termination

 We may terminate your employment in summary fashion and immediately by giving written notice to you and without being required to provide any compensation or payment in lieu of notice if you:

* + 1. engage in fraud, dishonesty, serious misconduct, or any conduct which, in our reasonable opinion, might tend to injure our reputation or business.
		2. you demonstrate an intention to expressly or by your conduct to reject this agreement.
		3. fail or refuse to comply with any reasonable direction given to you by us.
	1. Acts following termination

 Upon the termination of your employment you must immediately repay all outstanding debts and loans to us and return to us any of the following items in your possession:-

* + 1. any document, whether in computerised form or otherwise, relating to any matter within the scope of the business of the company, or to confidential information or any other aspect of your employment;
		2. all keys, passes and other property belonging to us;
		3. all software and associated materials licensed to us; and
		4. you will provide us immediately upon our request with a letter certifying that all such items have been returned.
1. **Intellectual property**

In this division, “**inventions”** means all inventions, discoveries and novel designs, and anything written typed or printed or any other subject matter in which copyright can or does exist.

* 1. You acknowledge and agree that:
		1. all intellectual property rights in **confidential information** and any modifications and enhancements to confidential information are owned by us.
		2. any **inventions** created during and in the course of the employment and the entire copyright and other intellectual property rights throughout the world in all **inventions** are owned by us;
		3. you must immediately disclose to the company (and to no other person) all the details of any **inventions** created by you in the course of and during your employment.
	2. You consent to the inventions being changed, copied, edited, added to, taken from, adapted and or translated in any manner or context by us, and any person authorised by us to do so, for any purpose related to the company’s business.
	3. You must at all times do all such acts and things as we may request reasonably to secure to us ownership or registration rights in the inventions.
	4. You may not at any time engage in any conduct that may damage our intellectual property.
1. **Company policies**

You must comply with *[insert employer’s name]* policies and procedures as at the date of this agreement and any subsequent or variation of those policies and procedures which we notify you about. This includes but is not limited to policies and procedures that relate to occupational health and safety, smoking, drug and alcohol code of conduct, bullying and harassment, discrimination and victimization, email and internet use, confidentiality and intellectual property. You acknowledge by signing this agreement that you have been provided with a copy of those policies and procedures and have been provided by us with a reasonable opportunity to read them.

1. **Privacy policy**

You are required to observe and uphold all of the Company’s privacy policies and procedures as implemented or varied from time to time. Collections, storage, access to and dissemination of employee personal information will be in accordance with privacy legislation.

1. **Drugs and Alcohol**
	1. You agree that you will assist us in the achievement of safe and efficient operation at all of our job sites.
	2. You agree with us that:
		1. the safety of all personnel, as well as the quality of work is of paramount concern. For this reason you declare that in consideration of the other promises made to you in this employment agreement, and for no additional consideration, you will strictly abide by the conditions of this clause 19 and FURTHER you agree that a breach by you of the provisions of this chapter shall be grounds for summary dismissal without any warning of any kind.
		2. being inebriated or under the influence of non-prescription drugs at work, at any time or in any location, is considered to be an act of gross misconduct and will render you liable to summary dismissal.
	3. We both recognise the potentially serious and dangerous impact of drug-related and alcohol related incidents in the workplace. You agree that you are prohibited from the possession or use of narcotic substances or alcohol while at work, unless properly prescribed by a medical practitioner.
	4. All our workplaces are dry workplaces. There is zero tolerance for team members who arrive at work under the influence of alcohol or drugs, and/or whose ability to work is impaired in any way by reason of the consumption of alcohol or drugs, or who consume alcohol or drugs on our property.
	5. You may use medically prescribed and/or ‘over the counter’ drugs in therapeutic dosage as long as such drugs do not impair the ability to work and travel safely, and provided that the use of such drugs has been declared to the appropriate management personnel. If you are uncertain whether any prescribed medication may contravene this provision you should initially consult [insert supervising position].
	6. We may require employees who are reasonably believed to have a drugs-related problem to undergo medical examination and any subsequent treatment recommended by a doctor on a regular or random basis, or to attend for examination on our time at an independent medical facility.
	7. We reserve the right to conduct searches for drugs or alcohol, including, but not limited to, searches of lockers, filing cabinets, desks, packages, etc. which are on our property or in any of our facilities or vehicles. Any drugs or alcohol found as a result of such a search will be confiscated and the occupant or user of the object searched will be subject to disciplinary action, up to and including termination of employment
	8. Drug and alcohol testing must take place after any workplace accident or near miss.
	9. Difficulties arise from the wide range of post accident situations that can develop and the following factors affect the effectiveness of post-accident testing. Details are as follows:
		1. Care needs to be taken that injured personnel are treated for their injuries first.
		2. The Medical Treatment administered might affect the validity of a test.
		3. Testing might not be possible or might affect the proper care of the injured person.
		4. There could be an interval of time from the accident to when a test is possible that would make it unlikely that any test would reveal whether drugs or alcohol affected the subject’s performance.

Given the above it is the responsibility of the OH&S Representative to use the best medical advice available to him or her at the relevant time to judge whether a test is practicable. If administration of a drug and alcohol test is practicable, then all personnel involved should be tested as soon as possible.

* 1. The treatment of injuries is however to be given priority.
1. **Employers Computer and Network**

In performing your duties on any computer connected to our computer network (if any), you agree you will not, without first receiving our consent in writing or unless specifically instructed to by us:

* 1. install any program or application
	2. run any scripts or web applications
	3. modify any of our systems or existing network infrastructure
	4. access any email accounts (including web mail)
	5. open suspect emails or open attachments to any emails
	6. connect any foreign computers or remote systems to our network
	7. access our computer network facilities locally or remotely outside business hours without our explicit permission.
	8. access any websites or emails with pornography, violence, computer hacking, or any other unlawful activity or any activity that reduces either parties reputation.

By agreeing to the terms of this letter you give your consent, to the maximum extent permitted by law, to allow us to view and store all emails sent or received by you including personal emails and email from web based or third party suppliers. Furthermore you agree to allow us to carry out surveillance of the computer you are operating at work on a continuous and ongoing basis.

1. **Protection from the Sun**

Unless there is a medical direction otherwise, you are required (at your own cost) while outside to wear proper protection from the sun, including sunscreen lotion, sunhat and sunglasses.

1. **Other matters**
	1. We take our obligations as an equal opportunity employer very seriously. As a result we will not tolerate, and strictly prohibit, discrimination, victimisation and harassment in the workplace.
	2. We are committed to providing a safe place and systems of work. We are also committed to identifying, assessing, controlling and/or eliminating any risks to safety in the work that you perform. You must contribute to the provision of a safe place and systems of work. You must also ensure that you identify, assess, control and/or eliminate any risks to safety in any work that you undertake on our behalf.
	3. If your position, job location or remuneration package change during your employment, the other provisions of this agreement will continue to apply to your employment unless varied by mutual agreement in writing.
	4. If any clause or any part of any clause in this agreement is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) of this agreement, which will continue in full force and effect.
	5. Provision of a Fair Work Information Statement – employers must provide this statement to all new employees. It contains information about the NES, modern awards, agreement-making, the right to freedom of association, termination of employment, individual flexibility arrangements, rights of entry, transfer of business, and the respective roles of Fair Work Australia and the Fair Work Ombudsman.
	6. If either party fails to insist on performance of any provision of these Terms, then that is not a waiver of their right at any later time to insist on performance of that or any other provision of these Terms.
2. **Applicable Law**

The laws applicable in relevant State or territory govern your employment and this agreement. The parties submit to the non-exclusive jurisdiction of the courts of relevant State or territory and any courts competent to hear appeals from those courts.

**[signature page follows]**

We would like to take this opportunity to welcome you to our team and wish you a long and rewarding career with us.

**SIGNED** for and on behalf of

**[name of employer]** by

x. . . . . . . . . . . . . . . . . . . . . . . . . . . .

**[insert name of signatory]**

**Date:** **[insert date]**

I acknowledge and declare that I have read and fully understand the terms and conditions contained in this letter of offer and hereby accept them. I declare that I will observe them fully during my employment:

x . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**Signature of** **[insert employee name]**

**Date: [insert date]**

x . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**Signature of witness**

**[insert witness name]**

**Date: [insert date]**

**Position Description**

**Insert job description here include duties and responsibilities.**