Template contract of employment

Permanent, part-time/full-time employment

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**[JULY 2024]**

# This template assumes the following:

* The employment is covered by the federal industrial relations system (see ‘The federal industrial relations system: A guide for Aboriginal and Torres Strait Islander corporations and their employees’ for more information)
* The employment is covered by one of the following awards:
* Aboriginal Community Controlled Health Services Award 2020
* Social, Community, Home Care and Disability Services Industry Award 2010
* General Retail Industry Award 2020
* Clerks­—Private Sector Award 2020
* The employment is not be covered by an enterprise agreement or other industrial agreement.

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Federal Industrial Relations System – Modern Awards

# CONTRACT OF EMPLOYMENT

## 1 Employment

We offer you employment with us, the [……………………………………] Aboriginal Corporation (the **corporation**). *[the corporation to insert its name into this clause]*

This document will become a contract of employment when both parties have signed this document.

## 2 Commencement date

Your employment commences on [………………………………..day/ month/ year]. *[the corporation to insert the employee’s commencement date into this clause]*

## 3 Duties

You are employed in the position of ………………………….

Your duties are set out in the Job Description at Attachment 1.

We may change the duties set out in the Job Description from time to time.

## 4 Probation

You will be on probation for the first [……] months of your employment *[The corporation to insert the number of months of probation]*.

This means your probation period will be completed at the end of [………date]. *[The corporation to insert the relevant date into this clause]*

During this probation period, we may end your employment with one week’s notice if we decide that your conduct or your work performance is not satisfactory.

## 5 Conditions of your employment

### 5.1 Introduction

Your conditions of employment are covered by

* + - this contract;
    - the ……………………… (the **Award)** *[the corporation must identify the relevant award and insert the name of the relevant award here];*
    - the **National Employment Standards** under the Commonwealth *Fair Work Act 2009*; and,
    - certain Acts, including the relevant State or Territory Long Service Leave Act.

Clause 5 sets out the conditions of your employment that are covered by this contract.

To help you understand *other* conditions that apply to your employment, we have set out at Attachment 2 to this contract a summary of certain conditions of your employment that are covered by the **Award** and bythe **National Employment Standards**.

But you should not rely on our summary of the **Award** and the **National Employment Standards** – we have provided the summary only as a guide.

To learn more about your conditions of employment under the **Award**, you can find a copy of the Award at <https://www.fairwork.gov.au/employment-conditions/awards/list-of-awards#a-z>

You can also view a copy of the **Award** at *[specify where the copy of the Award is kept at the employee’s workplace]*

To learn more about your conditions of employment under the **National Employment Standards**, you can go to the Fair Work Online website at https://www.fairwork.gov.au/employment-conditions/national-employment-standards.

### 5.2 Your classification and your rate of pay

### *[Full-time employees only – the corporation should delete this clause if the employee is part-time, and use the alternative clause below]*

You are employed at the classification of […………………………….]. *[The corporation will need to determine the classification at which the employee is working, based on the standards set by the Award and include it in this clause.]*

You will be paid at the rate that applies to the classification […………………] under the **Award**, which is currently $........ …………….per week.

*[The corporation to insert into this clause the classification inserted into the clause above, and the relevant weekly rate of pay from the Award.]*

*[As an alternative, the corporation may choose to specify a higher rate than provided for by the Award, but the corporation will need to make sure the rate does not fall below the Award rate, as time goes on.]*

### 5.2 Your classification and your rate of pay

### *[Part-time employees only – the corporation should delete this clause if the employee is full-time, and use the alternative clause above]*

You are employed at the classification of [………………………….]. [*The corporation will need to determine the classification at which the employee is working, based on the standards set by the Award and include it in this clause].*

You will be paid on a pro-rata basis against a standard 38 hour week at the rate that applies to the classification [……….. insert classification] under the **Award,** which is currently $.............. per week.

[*The corporation to insert this clause the classification inserted into the clause above, and the relevant weekly rate of pay from the Award.]*

*[As an alternative, the corporation may choose to specify a higher rate than provided for by the Award, but the corporation will need to make sure the rate does not fall below the Award rate, over time. This can be taken care of by including a pay review clause.]*

### 5.3 The basis of your employment

### *[Full-time employees only – the corporation should delete this clause if the employee is part-time, and use the alternative clause below]*

You are employed as a full-time employee on a permanent basis, working 38 hours per week.

We may require you to work reasonable additional hours.

### 5.3 The basis of your employment

### *[Part-time employees only – the corporation should delete this clause if the employee is full-time, and use the alternative clause above]*

You are employed as a part-time employee on a permanent basis. Your part-time hours are [……….] hours per week. [*The corporation to insert in this clause the total number of ordinary hours per week to be worked by the employee. This must be less than 38 hours per week.]*

You will work the following hours on the following days of the week, with the following meal breaks …………………….. [*the corporation to insert the working hours, specifying start time and finish time and meal break periods, for each of the days the employee is to work. The total number of hours must be less than 38 hours. The pattern of hours and minimum hours on any day must be consistent with any requirements in the Award.]*

We may require you to work reasonable additional hours.

We will only change your part-time work pattern or work hours:

* by making an agreement with you; or
* if the Award permits us to change your part-time work pattern or work hours by giving notice, by giving you the notice that the Award requires.

### 5.4 Outside employment

While you are employed by us, you must not do paid or unpaid work for anyone else, unless we have given you our agreement in writing.

### 5.5 Termination of employment

We may end your employment on the ground of

* + incapacity to do your job
  + unsatisfactory performance or non-performance of duties
  + redundancy
  + misconduct

You may resign for any reason. You must give us notice of your resignation in accordance with the Award requirements.

[*Corporation can require an employee to give notice greater than that required in the Award if it would like. This clause will just have to be updated accordingly.]*

We may terminate your employment by providing you with written notice in accordance with the National Employment Standards. We may elect to pay you in lieu of notice instead. If your employment is terminated because of serious misconduct, you will not be entitled to notice.

### 5.6 Confidentiality

You agree that you will not, unless it is part of your duties to do so, or unless you are required by law to do so, use or release any of our confidential information to anyone.

### 5.7 Intellectual property

You agree that all intellectual property rights in the products of all of the work you do for us will be owned solely by us, regardless of whether the work was made during or outside business hours

You assign all present and future intellectual property rights in the products of that work to us.

### 5.8 The corporation's policies

You agree to comply with all of the corporation's policies that apply to you and that are relevant in your role; however, these policies do not form part of this employment contract.

We may change those policies from time to time.

## 6 Governing law

This contract is governed by the law in force in Tasmania/New South Wales/Queensland/South Australia/Victoria/Australian Capital Territory/Northern Territory/Western Australia. *[The corporation should select one jurisdiction only –* *usually the jurisdiction where the corporation is based or where the employee will be performing their duties]*

## 7 Entire agreement

This document sets out the entire agreement between us in relation to your employment, apart from contractual terms that are implied by law.

## 8 Fair Work Information Statement

Attachment 3 to this contract is a copy of the Fair Work Information Statement. *[The corporation must attach a copy of the FWIS.]*

The COMMON SEAL of the [………………………………………………..] Corporation is duly affixed by authority of the board

in the presence of

**[OR]**

Signed on behalf of the [……………………………………….] Corporation by

*[the corporation to insert its name, and to omit from this page whichever one of these introductions does not apply]*

……………………………………. …………………………………….

*(Signature of authorised person)* *(Signature of authorised person)*

……………………………………. ……………………………………..

*(Insert name of authorised person)*  *(Insert name of authorised person)*

Signed by *(insert name of employee)* ……………………………………...

*(Signature of employee)*

in the presence of

……………………………………

*(Signature of witness)*

……………………………………

*(Insert name of witness)*

Dated ……………………………