**Contract of employment**

**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 *not* covered by an award
  + the employment is *not* covered by an enterprise agreement or other industrial agreement
  + the employee is an ‘award/agreement free employee’ within the meaning of the Fair Work Act 2009
  + the employment is for a salaried position

**JULY 2024**

**Template contract of employment**

Award-Free

Permanent, Part-time/Full-time Employment

Federal Industrial Relations System – Award-Free



This document has been prepared solely for the use of not-for-profit corporations registered under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (CATSI Act). Its application in any particular case will depend upon the facts of that case. In every case, due care will need to be taken by a corporation registered under the CATSI Act in assessing the suitability of its application. The Australian Government Solicitor and ORIC cannot take any responsibility for this assessment.

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**1 Employment**

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

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

**2 Commencement date**

Your employment commences on […......................... day/month/year] *[The corporation to insert in this clause the commencement date for the employment]*

**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 period of probation will be completed at the end of ........................ *[The corporation to insert in this clause the relevant date]*

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

**5 Conditions of your employment**

### 5.1 Introduction

Your conditions of employment are covered by

* + - this contract, and
    - 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 in full the conditions of your employment that are covered by this contract.

To help you understand other conditions of your employment, we have set out in Attachment 2 to this contract a summary of certain conditions of your employment that are covered by the **National Employment Standards (NES)**. The NES set out minimum standards of employment.

You should not rely on our summary of the NES. To learn more about your conditions of employment under the NES, you can go to the Fair Work Online website at <https://www.fairwork.gov.au/employment-conditions/national-employment-standards>.

### 5.2 Your remuneration

You will be paid a salary of $..................... per year. *[The corporation to insert into this clause the annual rate of pay. If the position is part-time the annual rate of pay will be based on the number of part-time hours the employee is agreeing to work – the number inserted here should the pro rata amount.]*

In addition to your salary, you will also be entitled to [insert any additional non-salary entitlements such as company vehicles or mobile phones etc] *[The corporation may wish to omit this sentence, depending on the conditions it is offering.]*

Your remuneration includes compensation for all of the hours that you work for us.

We will pay employer superannuation contributions into the superannuation fund that you nominate, as provided for by Commonwealth legislation.

### 5.3 The basis of your employment

You are employed as a *[full-time/part-time – The corporation should delete the option that does not apply]* employee on a permanent basis.

### 5.4 Ordinary hours of work for a full-time employee

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

You will work 38 hours a week. However, we may require you to work reasonable additional hours.

You will normally work between 8:30 am and 5:00 pm Monday to Friday, excluding public holidays.

You will keep a timesheet setting out the hours you have worked.

***5.5 Ordinary hours of work for a part-time employee***

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

You will normally work [……….] hours a week. *[The corporation to insert in this clause the hours that the employee is to work as their standard hours.]*

We may, with your agreement in writing, vary those hours.

We may require you to work reasonable additional hours.

You will normally work the following pattern of hours on the following days, excluding public holidays: [insert hours and days of work]. *[The corporation should agree with the employee on the pattern of hours to be worked and set the pattern out here in this clause.]*

You will keep a timesheet setting out the hours you have worked.

### 5.5 Annual leave

You will accumulate *[four]* weeks of paid annual leave per year, on a progressive basis. *[The corporation may wish to provide a higher amount of annual leave than this.]*

We may reasonably require you to take a period of paid annual leave.

We may do this, for example, where you have accumulated too many paid annual leave credits, or where we shut down our business between Christmas and New Year.

### 5.6 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.

### 5.7 Termination of employment

We may end your employment on the grounds of:

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

If we end your employment after the end of your probation period, we will give you written notice in accordance with the National Employment Standards. We may elect to pay you in lieu of notice instead.

*[Alternatively, if the corporation decides to give a longer notice period than required by the National Employment Standards, the corporation could delete the paragraph above and replace it with: “If we end your employment after the end of your probation period, we will give you X weeks/months’ notice, or notice in accordance with the National Employment Standards (whichever is greater), or pay in lieu of notice.]*

If we end your employment because of serious misconduct, we will not give you notice or pay in lieu of notice.

You may resign from your employment for any reason. If you resign, you must give us X weeks/months’ notice *[Corporation to insert the notice period required]*.

### 5.8 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.

### 5.9 Medical examination and health information

You must attend a medical examination at any time (including before you start work with us) if we require you to do this.

We may require you to attend a medical examination to help us determine whether you are able to do the job or to keep doing the job. We will pay for the medical examination. You will get a copy of any medical report of the examination, and so will we.

You must tell us about any injury or illness you have which may mean that you are not fully able to do your job or are not able to do your job safely.

### 5.10 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.

### 5.11 Complying with our policies

You agree to comply with all 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/ the Northern Territory/ the Australian Capital 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 implied by law.

**8 Fair Work Information Statement**

Attachment 3 is a copy of the Fair Work Information Statement.

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)

…………………………………… Dated ……………………………

(insert name of witness)

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