



Australian Government
**Office of the Registrar of
Indigenous Corporations**



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Template contract of employment

Aboriginal community controlled health services related work

Permanent, part-time employment

Tasmania / New South Wales / South Australia / Queensland

This template assumes the following:

- The employment is covered by the general retail industry award 2010
- The employment is in either Tasmania, New South Wales, South Australia or Queensland
- The employment would not be covered by an enterprise agreement or other industrial agreement.

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

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 three months of your employment.

This means your probation period will be completed at the end of [.....]. *[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, and
- the **Aboriginal Community Controlled Health Services Award 2010** (the **Award**), *[the corporation must check to make sure this is the award that applies to the employee]* and
- the **National Employment Standards** under the Commonwealth *Fair Work Act 2009*, and
- certain Acts, including the relevant State Long Service Leave Act.

This 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 by the **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 the **Award** at <http://www.fwa.gov.au/index.cfm?pagename=awardsfind#G>.

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

5.2 Your classification and your rate of pay

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 into this clause the classification inserted into the clause above, and the relevant weekly rate of pay from the Award]

[Up until 1 July 2014, the corporation will need to seek legal advice through LawHelp to determine the correct rate of pay to be used in this clause. This is because the Award contains transitional provisions which may apply to the corporation. The transitional provisions cease operation from the beginning of the first full pay period on or after 1 July 2014 after which time the normal rates in the Award will apply.]

[Up until 1 July 2014, the corporation should also seek legal advice through LawHelp to determine the correct loadings, penalty rates and allowances to pay to the employee as the transitional provisions in the Award will also apply here.]

[The corporation may specify a higher rate than provided for by the Award (and the transitional provisions) 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

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.]

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. Under these arrangements, the employee must be given a minimum of three working hours on any day]

We will only change your part-time work pattern or work hours by making an agreement in writing with you.

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 your our agreement in writing.

5.5 Termination of employment

We may end your employment on the ground of

- physical or mental incapacity
- unsatisfactory performance
- redundancy
- misconduct
- your conviction for a criminal offence punishable by imprisonment for 12 months or more.

You may resign without providing any reason. You must give us notice of resignation.

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, 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.

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.

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. *[The corporation to omit from this clause the three locations that do not apply]*

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 [XYZ] Corporation is duly affixed by authority of the Board

in the presence of [OR]

Signed on behalf of the [XYZ] 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