



Template contract of employment

CEO

Permanent, part-time employment

Tasmania / New South Wales / South Australia / Queensland

This summary assumes the following things

- The employment is in either TASMANIA, NEW SOUTH WALES, SOUTH AUSTRALIA or QUEENSLAND
- 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

CONTRACT OF EMPLOYMENT

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 [.....date/ month /year].
[the corporation to insert in this clause the commencement date for the employment]

3 Duties

You are employed as the Chief Executive Officer of the corporation.

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 six months of your employment.

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 Long Service Leave Act.

This 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 a summary of certain conditions of your employment that are covered by the **National Employment Standards** (the **NES**). The **NES** set out minimum standards.

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 <http://www.fairwork.gov.au/employment/national-employment-standards/pages/default.aspx>.

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, based on the number of part-time hours the employee is agreeing to work—the number inserted here should be the pro rata amount]*

You will also be entitled to use the CEO house and a corporation motor vehicle while you are working in the position of CEO. *[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 to us, as provided for by Commonwealth legislation. These contributions are currently set at nine per cent of your salary.

5.3 The basis of your employment

You are employed as a part-time employee on a permanent basis.

5.4 Ordinary hours of work

You will normally work [.....] hours a week. *[the corporation to insert in this clause the number of hours—less than 38 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. *[the corporation should agree with the employee on the pattern of part-time 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 [five] weeks, pro rata, of paid annual leave per year, on a progressive basis. *[the corporation may wish to provide a lower amount of annual leave than this—down to a minimum amount of four weeks per year—or a higher amount.]*

You may make an agreement with us, in writing, to cash out an amount of paid annual leave, as long as you have at least four weeks' pro rata annual leave credit left over.

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:

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

If we end your employment, we will give you one month's notice, or pay in lieu of notice, unless we end your employment because of serious misconduct. If you have worked for us for two years or more, and are over the age of 45 years at the time we end your employment, we will give you five weeks' notice, or pay in lieu.

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 without providing any reason. If you resign, you must give us one month's notice.

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, 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.

The examination is for the purpose of us deciding 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.

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. 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 three of these from this clause]*

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 above, and to omit from this page whichever one of these two 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