



Template contract of employment

Store manager

Permanent, Full-time Employment

Victoria / Northern Territory / Australian Capital Territory

This template assumes the following:

- the employment is covered by the general retail industry award 2010
- 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 *[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 **General Retail Industry 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 or Territory 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 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/Pay-leave-and-conditions/Conditions-of-employment/Pages/National-Employment-Standards.aspx?role=employees>.

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. For a Store Manager this could well be Retail Employee Level 8]*

You will be paid at the rate that applies to the [first] point of classification under the Award, which is currently \$..... per week. *[The corporation should insert into this sentence the classification point, the classification you inserted into the first sentence of this clause, and the relevant weekly rate of pay from the Award]*

[Alternatively, the corporation may specify a higher rate than that provided for by the Award, but the corporation will need to make sure the rate does not fall below the Award rate as time passes. This can be prevented by including a pay review clause]

5.3 The basis of your employment

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

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 grounds of:

- physical or mental incapacity
- unsatisfactory performance
- redundancy
- serious misconduct

- your conviction for a criminal offence punishable by imprisonment for 12 months or more.

If we end your employment, we will give you the period of notice required by the Fair Work Act.

You may resign without providing any reason but you must give us the period of notice required by the Award.

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 Victoria/the Northern Territory/the Australian Capital Territory. *[The corporation to omit from this clause the two 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 is a copy of the Fair Work Information Statement. *[The corporation must attach 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)

.....

(insert name of witness)

Dated