



Sample Employment Contract

The following is an example of an employment contract. You can amend this to suit your purposes. It is essential that you get all employees to sign an employment contract. It provides clarity for both you and the employee. It is also essential that you run your amended employment contract past a professional lawyer. They will be able to advise you about your industry specifics.

PLUS40 accepts no responsibility or liability for whatever damage may be caused as a result of using this contract or for the accuracy of the information presented here. It is entirely the responsibility of the employing company to obtain independent legal advice.

EMPLOYMENT AGREEMENT

Welcome to _____ (insert company name). We hope you enjoy your employment with us.

The following will outline your rights and responsibilities. It is designed to provide you with clarification. Please feel free to ask any questions if anything is unclear to you.

Please complete the following information, sign and date it and return it to the following address (insert company address) by the following date (insert date).

This employment agreement is between _____ (insert company name) and _____ (insert employee name)

For good consideration, the (Company) employs the (Employee) on the following terms and conditions.



1. Employer

Your **employer** is (insert company name).

2. Position Title

Your current **Position Title** is (insert position title)

3. Internal Reporting

Insert name of the person whom the employee reports to

4. Location of Position

Your current **location** is (insert location of position).

5. Salary and Benefits

Your current **remuneration** is \$00,000 (insert base salary information) per annum, plus the Company Superannuation Guarantee Charge. This figure includes annual leave loading. (If your organisation pays annual leave loading please include this).

Payment is made directly into a nominated bank account. Please provide details of your bank account.

Name of institution: _____

BSB number: _____

Account number: _____

Name of account: _____

Please also provide your Australian tax file number

TFN: _____

6. Salary review

Salaries are reviewed annually, (insert time or month of annual review).

7. Salary payment is made monthly (insert frequency) on the (insert date of salary payment) (or the business day nearest to such date) of each month, for that month.

The **Company's "Superannuation Guarantee Charge"** contribution currently is 9% of the salary quoted above. An outline of the appropriate Plan is available from the Finance Department.

8. Annual Leave and Long Service Leave

Your **Annual Leave** provision is twenty working days per annum.

Except by prior arrangement with the Managing Director, annual leave must be taken within six months of the end of the year in which it accrued.

Your **Long Service Leave** provision will be as provided by the Company policy, which will be no less than the prevailing State legislation.

9. Sick/Carers Leave

Your paid **Sick/Carers Leave** provision is six days in your first year of service and ten days per annum thereafter. The Company may at its discretion extend this allowance.

10. Hours of Work

You are required to work a **minimum of (insert hours of work)** If you are on assignment with a client or at a training course or other Company authorised function, the Company may request you to observe the normal working hours of the client, course or location.

Your manager is responsible for determining the normal span of working hours within your area to meet the needs of the Company, and you are required to work within the span advised to you.

11. Overtime

In exceptional circumstances, you may be eligible for paid **Overtime**, at the rate shown in the published Company Overtime Policy, for work carried out beyond normal hours. Such payment will be authorised in advance by a Director.

12. Notice Period

The **Period of Notice** required from you to terminate employment with the Company during your probation period is one week, and thereafter one month, and, with the exception below, the Company will provide the same period to terminate your employment. Notice must be given in writing. The Company may, at its discretion, pay you a sum equivalent to your salary for that period of notice and not require you to work out the notice period.

Your employment may be terminated by the Company with no notice period if at any time you commit a serious or persistent breach of this agreement or you are guilty of any serious misconduct or wilful neglect in performing your duties.

13. Confidentiality

You shall not, except in the proper course of your duties during the continuance of your employment or after its termination, disclose to any other person, firm or company or make use of for your own benefit, any secret or confidential information relating to the Company or any associated company or any client or its business, finances, activities, processes or methods of research, systems processes, trade secrets, customers, prospective customers or any other confidential or secret information of the Company or any such associated company or client which shall come to your knowledge during your employment or otherwise.

Upon termination of your employment you will promptly deliver up to the Company or its authorised representative all property, for example, documents, records, papers, credit cards, lists, computer discs or tapes, which may be in your possession or under your control and which relate in any way to the business or affairs of the Company or any related or associated company of the Company and no copies of such or any part shall be retained by you.

Any exception to this requirement will be by prior agreement with the Managing Director.

14. Business Interests Outside of the Company

While your employment with the Company continues you are required to disclose to the Managing Director any potential conflicts of interest including concurrent employment outside of the Company which may impact negatively on either Company performance or personal performance.

15. Inventions, Patents, Copyright

If during the course of your duties you make any discovery or invention or secret process or improvement in procedure or make any literary or artistic work or computer program relevant to, or capable of use in, the business of the Company then you must disclose all facts and details to the Company as it may require and such discovery, invention, secret process, or improvement in procedure, literary or artistic work or computer program and all copyright relating thereto, shall belong to and be the absolute property of, the Company.

16. Business Interests/Activities after leaving the Company

It is a condition of your employment with the Company that for the period of (insert time period. It is normally 3-6 months) months following the termination of your employment you will not personally or through an agent or on behalf of or for any other person, firm or company, canvass or solicit any business from or with any person, firm or company who has



during your employment been a client or prospective client of the Company, where such business would be in competition with the business of the Company and/or to the detriment or intended or probable detriment of the Company.

For a period of (insert time period) months following the termination of your employment with the Company you will not employ any person who was employed by the Company whilst you were an employee of the Company nor procure that such a person be employed by any other person, firm or company.

17. Policies and Procedures

This Statement provides a summary of the main terms and conditions of your employment with (insert company name). Your attention is also drawn to the Company Policies and Procedures manual which describe in more detail various other employment practices, such as claiming and payment of business expenses, and policies such as Equal Employment Opportunity, Non-Smoking Work Environment, Use of Technology and Occupational Health and Safety, with which the Company expects employees to comply. A copy of the Policies and Procedures is available for your use from your manager. The policies and practices are reviewed from time to time and any revisions published as amendments.

I accept and agree to the above statement of my terms and conditions of employment.

NAME: _____

SIGNED: _____

DATE: _____