



# Template contract of employment

Store manager

Permanent, Part-time Employment

Western Australia

## **This template assumes the following:**

- the employment is covered by the Western Australian industrial relations system
- the employment is covered by the Shop and Warehouse (Wholesale and Retail Establishments) State Award 1977
- the employment is *not* 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
- the Shop and Warehouse (Wholesale and Retail Establishments) State Award 1977) (the Award),
- the *Minimum Conditions of Employment Act 1993* (WA) (the MCE Act)
- certain Acts, including the *Long Service Leave Act 1958* (WA).

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 MCE Act.

But you should not rely on our summary – we have provided it only as a guide.

To learn more about your conditions of employment under the Award, go to:  
<http://www.wairc.wa.gov.au/Pages/AwardsAgreements/AwardsAgreements.aspx>

To learn more about your conditions of employment under the MCE Act go to:  
<http://www.commerce.wa.gov.au/LabourRelations/PDF/Publications/index.htm>

You can find the full text of the MCE Act at:  
[http://www.slp.wa.gov.au/legislation/statutes.nsf/main\\_actsif\\_m.html](http://www.slp.wa.gov.au/legislation/statutes.nsf/main_actsif_m.html)

## **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].*

You will be paid on a pro-rata basis at the rate that applies to the [first] point of classification ..... under the Award, which is currently \$..... per week. *[The corporation will need to 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 that applies to the pay point]*

*[Alternatively, the corporation may specify a higher rate than provided for by the Award but the corporation will need to make sure that over time the rate does not fall below the Award rate. This can be prevented 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 ordinary work hours are ..... hours per fortnight. *[The corporation will need to specify the hours in this clause. Under the Shop and Warehouse Award, the ordinary fortnightly hours for a part-timer can be a minimum of 12 hours and a maximum of 64 hours. A part-time employee cannot be employed to work less than three hours on one day, or more than 9.5 hours on one day (unless it is late night trading, in which case the maximum is 11.5 hours on one day)]*

## **5.4 Outside employment**

While you are employed by us, you must not perform 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 2009*.

You may resign without providing any reason. You must give us at least one week's 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 Western Australia.

## **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.

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 .....