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Direct Employment

Sample employment contract (for full or part time employees)

This sample employment contract has been created as a guide for employers who are seeking information on how to draft an effective and enforceable contract when hiring employees. This sample contains all the sub-headings that would appear in a standard employment contract, including those that are optional, accompanied by an explanation of the purpose of each section. Remember, it is always a good idea to have your draft contract checked by a legal professional to make sure you haven't omitted any important sections or used language which would render the contract unenforceable and to ensure that you have protected your interests.

A contract drafted with the assistance of a legal professional is always more likely to be legally compliant, comprehensive, inclusive of relevant awards and legislation, and enforceable. A professional can also assist you in creating a contract which is tailored to your unique requirements. This sample provides a brief insight into what the standard employment contract might entail for full or part time employment.

Sample contract will begin on the next page



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Date: always include the date at the beginning of a contract.

Private and confidential

[Insert prospective employee's full name]

[Insert prospective employee's residential address]

Dear [insert prospective employee's name]

Notice of employment

We are pleased to offer you a position of employment in [insert title of position] with [insert your business name here] subject to the terms and conditions of this employment notice.

1. Position

You will commence employment on [insert employment start date].

You will be employed on a [insert part-time or full-time] basis.

Your employment is conditional on the terms of you [obtaining any relevant qualifications or certification, e.g security license or Working with Children Check] and [disclosing any relevant information, such as a police records check and/or right to work certification such as Australian citizenship or a relevant visa]. In order to be eligible for the position offered above, you **MUST** provide [any of the above documentation] before you commence employment.

It is entirely at the discretion of [insert your business name] whether or not you are suitably qualified or eligible for this employment position.

[Insert your business name] retains the right to terminate your employment on a summary basis if you fail to comply with these obligations, or if the results of [background check, police check] demonstrate that you are not suitable for this employment position.



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A description of your employment position and the relevant duties are located in the **attached** document which is a position description summary. As part of your employment, you will be required to carry out these duties, and any other duties that [insert your business name] assigns to you in regard to your experience, skills, and training.

You will carry out these duties at [list location of workplace], or at another location upon direction by [insert your business name].

2. Probation (Optional clause, do not include if no probation period applies)

A period of probation will apply for [insert a number of weeks or months] of you commencing employment at [insert your business name]. During the probation period, your performance and suitability for the role will be assessed by [insert your business name].

Note - what constitutes a reasonable probation period can depend on a variety of factors, including standard industry practice, job requirements, individual circumstances, and relevant legislation or awards. During the probation period, you are still required to adhere to relevant workplace laws such as the employment termination provisions of the Fair Work Act, as well as anti-discrimination laws. If you are unsure of what constitutes a reasonable probation period in your circumstances, contact a legal professional for advice.

During this probation period, either you or [insert your business name] may terminate your employment after notice has been provided in accordance with the requirements of the termination of employment clause found later in this employment notice.

3. Employment terms and conditions

3.1 - Unless otherwise stated in this employment notice, or in the attached position summary, your employment with [insert your business name]

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will be governed by the provisions set out in [insert name of relevant industrial award] and relevant legislation including the *Fair Work Act* and the National Employment Standards set out therein. Note that [insert name of relevant industrial award] and applicable legislation are not incorporated as part of this employment contract.

If you are unsure of any relevant industrial awards or legislation governing your industry, contact a legal professional for advice.

4. Ordinary working hours/schedule of employment

4.1 - As part of the conditions of your employment with [insert your business name] your regular working hours will be [insert number] hours per week. In addition, you may be required to work additional hours at the reasonable discretion of [insert your business name] in order for you to carry out your employment duties or other employment obligations.

4.2 - Your regular work hours may be averaged over a [insert time period allowed by the National Employment Standards or applicable industrial award] period. ***Note - this clause is optional as there are strict rules applying to how and when working hours can be averaged. Contact a legal professional for advice if you are unsure or would like to know more.***

5. Remuneration

5.1 - Upon commencing employment duties with [insert your business name] you will be paid [monthly/fortnightly/weekly] at the rate of \$ [insert dollar amount] per [month/week/hour/year].

5.2 In accordance with the *Superannuation Guarantee (Administration) Act 1992*, [insert your business name] will make superannuation payments on your behalf. ***Note - if superannuation provisions are included in the relevant industrial award/agreement, you are required to pay at least***



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the amount set out by the award. Contact a legal professional if you require assistance with relevant agreements or awards.

5.3 Your remuneration will be subject to an annual review, and may be increased at the discretion of [insert your business name]. **Note - employees must always be paid in accordance with the relevant minimum wage.**

6. Leave

6.1 - In accordance with the National Employment Standards and [insert any relevant agreement or award], you will be entitled to leave (such as personal leave, annual leave, compassionate leave, community service leave, parental leave, long service leave etc.) during the course of your employment with [insert your business name].

7. Employment obligations

7.1 - As a condition of your employment with [insert your business name] you will be required to:

- a. Perform all relevant employment duties to the highest achievable standard at all times.
- b. Use your best discretion, judgement, and sensibility to protect and promote the interests of [insert your business name]; and
- c. Follow any lawful and reasonable instructions given to you by [insert your business name], including company procedures and policies. These procedures and policies may be subject to periodic amendment or review, so they are not incorporated as part of your employment contract.

8. Termination of employment

8.1 - In accordance with the *Fair Work Act 2009*, [insert your business name] may terminate your employment at any time upon providing you with written notice within the time period stipulated below.

Length of continuous service with [insert your business name]	Period of notice required
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Not more than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

Note - some employment is covered by awards and agreements that require longer written notice periods before employment can be lawfully terminated. If this is the case, amend the above table so that it is in line with the relevant requirements.

8.2 - If you are over 45 years of age at the time of termination and you have served at least two years of continuous employment with [insert your business name], you are entitled to one week's additional notice in addition to the requirements outlined in the above table. Should you wish to voluntarily terminate your employment you are required to provide [insert your business name] with written notice in accordance with the above table.

9. Entire agreement

9.1 - The terms and conditions set out in this employment notice constitute the terms and conditions of your employment with [insert your business name]. As a result, the terms and conditions set out in this employment notice override any prior agreement or understanding between you and [insert your business name].

9.2 - The terms and conditions of your employment, which are set out in this notice, can only be altered through a written agreement signed by you and [insert your business name].

If you would like to know more about the terms and conditions of your employment with [insert your business name], or have any questions regarding this employment notice, please contact [insert name and contact details] at your convenience.



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To accept the offer of employment detailed in this employment notice, please date and sign the section below and return it by [insert date].

..... *Signature*

..... *Name (printed)*

..... *Date*

Employee's acknowledgement

I have read and understood the terms and conditions set out in this employment contract, and agree to enter into this contract for employment with [insert your business name] in accordance with the terms and conditions set out in this employment notice.

..... *Signature*

..... *Name (printed)*

..... *Date*

PLEASE KEEP A COPY OF THIS EMPLOYMENT NOTICE FOR YOUR RECORDS