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**SAMPLE**

# EMPLOYMENT AGREEMENT

THIS AGREEMENT IS BETWEEN

[Insert Employer Name]

A.B.N \_\_\_\_\_

AND

[Insert Employee's Name]

<b>Modern Award:</b>	
<b>Job Classification:</b>	
<b>Employment Status:</b>	Full time Employee
<b>Remuneration:</b>	
<b>Date of Commencement:</b>	

## TERMS OF EMPLOYMENT

### 1. Probationary Period

- 1.1. If the Employee is a new employee, his or her employment will be subject to a six [REDACTED] probationary period. During this period, either the Employer or Employee may terminate the employment for any reason whatsoever.
- 1.2. If the duration of the Employee's employment is for a fixed term, the provisions of Annexure "B" will also apply to this Agreement.

### 2. Duties and Hours of Work

- 2.1. The Employee will be required to work [REDACTED] each week, plus reasonable additional hours, on the days and between the times indicated by the Employer.
- 2.2. The Employee is to carry out his or her duties competently as described in Annexure "A", as well as any other duties as directed, and agrees to follow all lawful directions from the Employer.
- 2.3. The Employee agrees to comply with the Employer's current and future [REDACTED].

### 3. Remuneration

- 3.1. The Employee will be paid his or her remuneration on a [REDACTED], paid in arrears.
- 3.2. Superannuation contributions will be made each quarter on behalf of the Employee as required by law.
- 3.3. If:
  - (a) at any point in time during the Employee's employment, the Employee has not been paid a minimum entitlement under the Modern Award; and
  - (b) the [REDACTED] Employee's [REDACTED] is greater than the [REDACTED] under the Modern Award,then the Employee agrees to [REDACTED] paid to [REDACTED] that may be payable under the Modern Award.

3.3. Where the Employer erroneously overpays the Employee, the Employee agrees to allow the Employer to [REDACTED], without notice.

#### 4. Annual Leave

4.1 The Employee will be entitled to [REDACTED] of paid annual leave each year.

4.2 The Employee's annual leave entitlements will accrue [REDACTED] year of service, and will [REDACTED] from year to year.

4.3 Annual leave can be taken for a period agreed between the Employer and the Employee, although the Employer [REDACTED] by the Employee to take a period of annual leave.

4.4 If the Employee's employment ends for any reason, the [REDACTED].

#### 5. Personal Leave

##### Personal Carer's Leave

5.1 Personal carer's leave may be taken by the Employee:

(a) the Employee is [REDACTED]; or

(b) the Employee needs to [REDACTED] a member of the Employee's immediate family, or a member of the Employee's household, who needs care or support, because of a personal illness or injury, or an unexpected emergency, affecting the member.

5.2 The Employee will be entitled to [REDACTED] of paid personal carer's leave each year.

5.3 The Employee's personal carer's leave entitlements will [REDACTED] each year of service, and will [REDACTED].

### Unpaid Carer's Leave

- 5.4 If the Employee has no remaining personal carer's leave entitlement, the Employee may take **unpaid carer's leave** for up to two (2) days each time a member of the Employee's immediate family, or a member of the Employee's household, needs care or support, because of a personal illness or injury, or there is an unexpected emergency affecting the member.

### Compassionate Leave

- 5.5 The Employee will be entitled to [REDACTED] of **paid compassionate leave** each time a member of the Employee's immediate family, or a member of the Employee's household, [REDACTED]; or dies.

### Notification Requirements

- 5.6 Each time the Employee takes a period of personal carer's leave, unpaid carer's leave, and / or compassionate leave, the Employee must:
- (a) [REDACTED], indicating the expected [REDACTED]; and
  - (b) provide the Employer with a medical certificate and / or evidence that would satisfy a reasonable person of the purpose of the leave.

## **6. Community Service Leave**

- 6.1 The Employee will be entitled to take a period of community service leave in accordance with the *Fair Work Act 2009 (Cth)*.

## **7. Parental Leave**

- 7.1 The Employee will be entitled to take parental leave in accordance with the *Fair Work Act 2009 (Cth)*.

## 8. Long Service Leave

8.1 The Employee will be entitled to long service leave in accordance with the *Fair Work Act 2009 (Cth)* and the relevant state or territory legislation that applies to the Employer and the Employee.

## 9. Public Holidays

9.1 Public holidays are the following days:

(a) Each of these days:

- (i) 1 January (New Year's Day)
- (ii) 26 January (Australia Day)
- (iii) Good Friday
- (iv) Easter Monday
- (v) 25 April (Anzac Day)
- (vi) Queen's Birthday
- (vii) 25 December (Christmas Day)
- (viii) 26 December (Boxing Day), and

(b) Any other day or part-day declared by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of that state or Territory, as a public holiday by people who work in that state, Territory or region.

9.2 If, under a law of the State or Territory, a day or part-day is substituted for a day or part-day that is listed above, then that substituted day or part-day will be deemed the public holiday.

9.3 The Employee [REDACTED].

9.4 The Employer may request that the Employee works on a public holiday, provided that such a request is reasonable.

9.5 Where the Employer has requested that the Employee works on a public holiday, the Employee can refuse to work on a public holiday if:

(a) the [REDACTED]; or

(b) the [REDACTED].

**10. Confidential Information**

- 10.1 In this Agreement, unless the context otherwise requires: “Confidential information” includes all information of a confidential nature regarding the past, current or future business interests, methodology or affairs of any person or entity with which the Employee may deal or be concerned with, including but not limited, to matters of [REDACTED]  
[REDACTED]  
[REDACTED]
- 10.2 During his or her employment, the Employee must not be [REDACTED] with the business of the Employer.
- 10.3 The Employee must not, except as required by law in the proper course of his or her duties, [REDACTED] confidential information acquired during their employment (whether or not the confidential information is acquired by the Employee in the course of their employment).
- 10.4 All notes of a confidential nature which the Employee acquires or makes during the employment are the property of the Employer, and when the employment ends (or at any time prior to the ending of the employment) the Employee must immediately deliver all confidential information to the Employer.
- 10.5 The Employee must not, except as required by law [REDACTED] confidential information after the cessation of the employment.

## 11. Termination

11.1 If the Employer suspects that the Employee is guilty of serious misconduct, the Employer may suspend the Employee, without pay, for no longer than [REDACTED], for investigation purposes. If the Employer is later satisfied that the Employee is not guilty of serious misconduct, the Employer must compensate the Employee for the wages that the Employee would have earned had he or she not been suspended.

11.2 If the Employee intends to resign, the Employee must provide the Employer with the following period of written notice:

Period of Continuous Service	Period of Notice
Less than 1 year	[REDACTED]
More than 1 year, but less than 3 years	[REDACTED]
More than 3 years, but less than 5 years	[REDACTED]
More than 5 years	[REDACTED]

11.3 In addition to any provision of the Modern Award, if the employment is terminated by the Employee, and:

- (a) the Employee fails to serve the notice period as required above; and
- (b) the amount of monies owed to the Employee is less than the amount that the Employee would have been paid under the Modern Award had they served the required notice period; then
- (c) the Employee consents to the Employer [REDACTED]

6.4 If the Employer terminates the Employee for any reason other than for misconduct, the Employer must provide the Employee with the minimum period of notice in writing as set out in section [REDACTED] of the *Fair Work Act 2009 (Cth)*.



## 12. Restraint of Trade

12.1 The sole purpose of this Restraint of Trade clauses is to protect the legitimate interests of the Employer, which shall include (but not be limited to) the protection of confidential information as defined above, the non-solicitation of clients, suppliers and current employees.

12.2 In the Restraint of Trade clauses below, these terms shall have the following meanings:

- (a) “restraint distance” means a [REDACTED] radius of the location where the Employer carries on its business;
- (b) “restraint time” means [REDACTED]; and
- (c) “termination date” means the date when the Employee’s employment with the Employer ends for any reason.

12.3 The Employee shall not, within the restraint time after the termination date:

- (a) attempt in any manner to [REDACTED]  
[REDACTED] having with the Employer;
- (b) attempt in any manner to [REDACTED]  
[REDACTED] having with the Employer;
- (c) attempt in any manner to [REDACTED]  
[REDACTED]  
[REDACTED]

12.4 If the restraint time is held to be unreasonable by a court of competent jurisdiction, then:

- (a) the restraint time shall automatically be reduced to [REDACTED]; and
- (b) if this reduced restraint time is also held to be unreasonable by a court of competent jurisdiction, then the restraint time will continue to be reduced by [REDACTED] at a time until such a restraint time is considered reasonable by a court of competent jurisdiction.

12.5 If the restraint distance above is held to be unreasonable by a court of competent jurisdiction, then:

- (a) the above restraint distance shall automatically be reduced to [REDACTED]; and
- (b) if this reduced restraint distance is also held to be unreasonable by a court of competent jurisdiction, then the restraint distance will continue to be reduced by [REDACTED] at a time until such a restraint distance is considered reasonable by a court of competent jurisdiction.

### 13. General

13.1 All other minimum entitlements of employment will be governed by the Modern Award and the *Fair Work Act 2009 (Cth)*, however, these will not form part of this Agreement.

13.2 This Agreement can only be varied by [REDACTED].

13.3 This Agreement consists of the entire agreement between the Employer and the Employee, and supersedes [REDACTED].

## AGREEMENT

The Employer and the Employee hereby agree to the terms of this Agreement (which include Annexure “A”, and if applicable, Annexure “B”).

Any future variations to this agreement will be made in writing and signed by both parties.

<b>MANAGER NAME:</b>	
<b>SIGNED:</b>	<b>Date:</b>

<b>EMPLOYEE NAME:</b>	
<b>SIGNED:</b>	<b>Date:</b>

SAMPLE

## ANNEXURE “A”

### Description of Duties

SAMPLE

## ANNEXURE “B”

### APPLICABLE ONLY IF THIS EMPLOYMENT AGREEMENT IS FOR A FIXED TERM

- B.1 The duration of the Employee’s employment will be for a fixed term of [ insert fixed term ].
- B.2 Despite any other provision in this Agreement, the Employer may terminate the employment prior to the expiration of the fixed term, for any of the following reasons:
- (a) [REDACTED]; or
  - (b) [REDACTED]

SAMPLE