# **Direct employment**

# Sample contract of employment (full time or part time employees)

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| **Refer to *Direct employment resource guide*:**  | Chapter 4. Appointing your support worker(s) |

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| **Please note:** This ‘skeleton’ employment contract has been produced as a guide only. It contains the typical sub-headings that appear in an employment contract, with a brief explanation of the content that would normally be included within those sub-headings. It is recommend that you seek legal advice on what your employment contract should contain to ensure that it is comprehensive, legally compliant with relevant legislation and modern awards, legally binding and suitably tailored to your circumstances. |

**Date:**

**Private and confidential**

[Insert employee’s full name]

[Insert employee’s residential address]

Dear [insert name]

**Letter of employment**

I am pleased to offer you employment in the position of [insert position title] with me (‘the employer’) on the terms and conditions set out in this letter.

**1. Position**

Your start date will be [insert start date].

Your employment will be [full-time/part-time].

Your employment is conditional upon you obtaining a Working with Children Check [delete if not relevant] and disclosing the results of a National Police Records Check [delete if not relevant] to establish that you are a fit and proper person to hold this position. Whether or not you are a fit and proper person to hold this position is entirely at the employer's discretion. The employer retains the right to summarily terminate your employment if you do not comply with these obligations and/or if the employer decides that, on the basis of your National Police Records Check, you are not a fit and proper person to hold this position.

The duties of this position are set out in the **attached** position description. You will be required to perform these duties, and any other duties the employer may assign to you, having regard to your skills, training and experience.

You will be required to perform your duties at [location], or elsewhere as reasonably directed by the employer.

**2. Probation** [**This clause is optional** - delete all of clause 2 if no probation period will apply]

A probation period will apply for the first [insert number] months of your employment. During this time the employer will assess your progress and performance in the position.

[**What is a reasonable probation time will depend on things like industry practice, the job and individual circumstances. You will still need to comply with the law (including provisions regulating termination of employment in the Fair Work Act and anti-discrimination legislation) if you terminate the employment relationship at the end of the probation period. Unsure or want more information? Contact the Fair Work Infoline on 13 13 94**]

During the probation period you or the employer may end your employment by providing notice in accordance with the table in clause 8.1 below.

**3. Terms and conditions of employment**

3.1 Unless more generous provisions are provided in this letter or in the attached Schedule, the terms and conditions of your employment will be those set out in the [**insert relevant award name**] and applicable legislation. This includes, but is not limited to, the National Employment Standards in the *Fair Work Act 2009.* Neither the [**insert relevant award name**] nor any applicable legislation are incorporated into your contract of employment.

[**Call the Fair Work Infoline on 13 13 94 for information about the relevant modern award**]

**4. Ordinary hours of work**

4.1 Your ordinary hours of work will be [insert number of hours: 38 if full-time] per week, plus any reasonable additional hours that are necessary to fulfil your duties or as otherwise required by the employer.

[**What are reasonable additional hours? There are many things you need to consider. Call the Fair Work Infoline on 13 13 94 for information and advice**]

4.2 Your ordinary hours of work may be averaged over a [**insert number of weeks allowed by the applicable award, or National Employment Standards**] week period.

[**This clause is optional and can be deleted. There are strict rules about when and how hours can be averaged.** **Unsure? For help call the Fair Work Infoline on 13 13 94**]

**5. Remuneration**

5.1 You will be paid [**weekly/fortnightly/monthly**] at the rate of $[**XX**] per [**hour/week/month/year**].

5.2 The employer will also make superannuation payments on your behalf in accordance with the Superannuation *Guarantee (Administration) Act 1992*.

[**If superannuation is set out in the relevant award you must pay at least that amount. Unsure about superannuation? Contact the Super Hotline on 13 10 20. Or, contact the Fair Work Infoline on 13 13 94 to check the relevant modern award.**]

5.3 Your remuneration will be reviewed annually, and may be increased at the employer’s discretion.

**[Note that the employee must always be paid in line with, or above, the relevant minimum wage].**

**6. Leave**

6.1 You are entitled to leave (e.g. annual leave, personal leave, carers leave, compassionate leave, parental leave, community service leave and long service leave) in accordance with the [**insert applicable award** ] and the National Employment Standards.

**7. Your obligations to the employer**

7.1 You will be required to:

(a) perform all duties to the best of your ability at all times;

(b) use your best endeavours to promote and protect the interests of the employer; and

(c) follow all reasonable and lawful directions given to you by the employer, including complying with policies and procedures as amended from time to time. These policies and procedures are not incorporated into your contract of employment.

**8. Termination of employment**

8.1 Under the *Fair Work Act 2009* the employer youremployment may be terminatedat any time by providing you with notice in writing in accordance with this table:

|  |  |
| --- | --- |
| **Length of continuous service with employer** | **Period of notice** |
| 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 |

**[If you are covered by an award that has longer periods of notice, you need to amend this table so it is in line with the more generous provisions]**

8.2 You are entitled to an additional week’s notice if you are over 45 years old and have completed at least 2 years of continuous service with the employer on the day the notice of termination is given.

8.3 If you wish to terminate your employment you are required to provide the employer with prior notice in accordance with the table at 8.1 above.

**9. Entire agreement**

9.1 The terms and conditions referred to in this letter constitute all of the terms and conditions of your employment and replace any prior understanding or agreement between you and the employer.

9.2 The terms and conditions referred to in this letter may only be varied by a written agreement signed by both you and the employer.

If you have any questions about the terms and conditions of employment, please don’t hesitate to contact [me/insert contact person] on [insert phone number].

**To accept this offer of employment please sign and date the section at the bottom of this letter and return a copy of it to me by [insert date].**

..................................................................
*Signature*

..................................................................

*Name (please print)*

.................................................................. *Date*

**Employee’s acknowledgement**

I have read and understand this contract and agree to enter into this contract for services with **[direct employer’s name]** on the terms and conditions set out in this letter.

..................................................................
*Signature*

..................................................................

*Name (please print)*

.................................................................. *Date*

PLEASE KEEP A COPY OF THIS LETTER FOR YOUR RECORDS