**(INSERT COMPANY LETTERHEAD)**

**THIS** agreement is made on xxxx

**Between:**

**Employer Name**

“The Employer”

**Employee Name**

‘You”

EMPLOYMENT CONTRACT

This contract contains the terms and conditions of your employment as a [position] with us at **Employer Name.**

1. Position

1.1 Your start date will be upon the grant of your 482 Visa.

1.2 Your employment will be full-time.

1.3 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.

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

2. Terms and conditions of employment

2.1 Unless more generous provisions are provided in this agreement, the terms and conditions of your employment will be in accordance to the National Employment Standards in the Fair Work Act 2009.

3. Ordinary hours of work

3.1 Your ordinary hours of work will be 38 hours per week, plus any reasonable additional hours that are necessary to fulfill your duties or as otherwise required by the employer.

4. Remuneration

4.1 Your remuneration will be $xx,xxx p/a to be paid fortnightly.

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

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

5. Leave

5.1 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 National Employment Standards.

6. Your obligations to the employer

6.1 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.

7. Termination of employment

 7.1 Under the Fair Work Act 2009 the employer may terminate your employment at 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 |

7.2 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.

7.3 If you wish to terminate your employment you are required to provide the employer with prior notice in accordance with the table at 7.1 above.

8. Confidentiality

8.1 You acknowledge and agree that you will not, during the course of your employment or thereafter, except with the consent of the employer, as required by law or in the performance of your duties, use or disclose confidential information relating to the business of the employer, including but not limited to client lists, trade secrets, client details and pricing structures.

9. Entire agreement

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

**EXECUTED AS AN AGREEMENT**

**SIGNED** for and on behalf of the Employer

………………………………………….

**Name:
Position:**

**SIGNED** by the Employee,

………………………………………….

Position Description – [position]

1. List out roles and duties here