

FULLTIME EMPLOYMENT CONTRACT FOR THE POSITION OF «Position»

THIS CONTRACT IS BETWEEN:

«Our_Company», A.C.N: «Our_ACN», «Our_address»

And

«Staffs_name» of «Staffs_St_Address__suburb»

GENERAL CONDITIONS:

- (a) This contract will apply from «Start_Date»
- (b) Your employment commencement date is «Start_Date»
- (c) It is a condition of employment that you adhere to «Our_Company» policies and procedures and you satisfactorily discharge all duties specified in your Job Description policy and procedures manual

DUTIES:

- (a) Your position is classified as «Position»
- (b) You are to report to and are accountable to the «Reporting_Senior»
- (c) The present location is «Our_address»

TERMS OF EMPLOYMENT:

1. SALARY (WAGES):

(a) Base Salary

Your salary package (excluding commissions and bonuses) will be:

Base Salary:	«Base_salary»
Superannuation:	«Superannuation_»
Total:	«Total_Renumeration» (excluding bonuses):

2. PROBATIONARY PERIOD:

- (a) A performance review will be undertaken during the initial three month period prior to confirmation of your ongoing full time employment.
- (b) This offer will be based on your work performance against the agreed criteria as per your job description (Attached). During this probationary period, «Our_Company» will assist you, as necessary, to prove yourself suitable for the position.
- (c) If you are unsuitable you will not be offered a full time position and your services will be terminated.

3. OFFICE HOURS:

Office hours are weekdays between 8.30am and 5.30pm with an unpaid lunch hour to be taken at a mutually agreed time. It should be understood that you may need to work outside these hours on occasions in order to complete your duties.

4. ANNUAL LEAVE:

You are entitled to four weeks paid annual leave at the completion of twelve months employment. Annual Leave will be taken at a mutually convenient time each year, and generally the company closes for one or two weeks over the Christmas period.

It is company policy to ensure that annual leave does not accumulate beyond one year's entitlement.

5. SICK LEAVE:

- (a) Sick leave entitlements of ten days per year accrue on a pro-rata basis. From this entitlement, up to five days per year can be taken as carer's leave, i.e. carer's leave is not additional to sick leave.

- (b) You should notify the office by 8:30 if you are to be absent on sick leave that day.
- (c) A doctor's certificate is required for absences of more than one consecutive day.

6. BEREAVEMENT/COMPASSIONATE LEAVE

- (a) Bereavement / Compassionate leave is time taken off without loss of pay for the serious illness of a near relative. Bereavement leave is reserved for the death of a near relative.

7. SPECIAL LEAVE:

In special circumstances you may be granted leave on application to your manager. This leave is at the discretion of your manager and may be paid or unpaid depending on the circumstances.

All leave types should be applied for on the appropriate leave applications and approved by your manager.

8. PUBLIC HOLIDAYS:

- (a) You will be able to take all gazetted public holidays without loss of pay.
- (b) If required to work on a public holiday, you will be granted the equivalent time off or payment as agreed.

9. LONG SERVICE LEAVE:

- (a) Long service leave may be taken on a pro-rata basis after ten years continuous service although there is no entitlement to this. You are entitled to long service leave of thirteen weeks after fifteen years of continuous employment. Thereafter, you are entitled to a further four and one third weeks after every five years continuous service.

10. PARENTAL LEAVE:

- (a) You are entitled to parental leave of up to twelve months, unpaid, on the birth of a child.
- (b) Conditions and details for parental leave are as per the Australian Workplace Relations Act.

11. SUPERANNUATION:

- (a) In addition to your salary entitlement, «Our_Company» will make superannuation contributions on your behalf in accordance with the Superannuation Guarantee Charge Act. This amount is shown on page 1 of this contract as part of your salary package. Superannuation is paid on base salary which includes Ordinary Time Earning that is inclusive of holiday pay and sick leave, excluding commission, bonuses and fringe benefits.
- (b) These contributions will be paid into a superannuation plan of your choice or the Company's Superannuation Plan. Details of this fund and your options will be provided to you.
- (c) The company offers a salary package which allows salary sacrifice by you in order to make additional contributions to your superannuation. You may wish to seek financial advice before making this decision. The company will provide you with a contact name at the Superannuation company who also can advise you. If you have chosen this option, your Rate of Pay on page 2 of this contract shows this amount.
- (d) Superannuation is also available on a voluntary contribution basis should you wish to contribute personally.

12. STAFF DEVELOPMENT:

(a) APPRAISALS AND CAREER PLANNING

Performance reviews are held twice per year for all staff.

These sessions are an opportunity for you to discuss all aspects of your work with your Manager, and to receive formal feed back on to your performance.

These appraisal sessions will not only focus on reviewing past performance, but planning for the future, setting objectives, identifying training needs and new opportunities for your career development.

(b) EXTERNAL STUDY

You are encouraged to undertake studies on your own behalf which may enhance your career prospects within «Our_Company»

Time off and leave under this clause are only available where it has been agreed prior to the commencement of the course that it is of immediate relevance to your work duties.

13. SETTLEMENT OF DISPUTES:

- (a) Where a dispute or grievance about any issue in this agreement arises, you will attempt to resolve the matter with your manager.

- (b) If the issue cannot be resolved, you will attempt to resolve the matter with the Managing Director.
- (c) If the matter remains unresolved, it may be referred to a mutually agreed independent person or body for mediation, conciliation or where both parties agree, arbitration.
- (d) Either party may seek assistance at any stage in the process.

Please confirm your acceptance of this offer by signing and returning this contract.

PARTIES TO THE CONTRACT:

The parties to this contract are:

**Daryl Keeley
Director**

(Signature)

(Date)

On behalf of «Our_Company»

AND

«Staffs_name»

(Signature)

(Date)

WORKCOVER CONDITION NOTIFICATION

It is a requirement of the Accident Compensation Act, 1985 (Vic) that we keep a register of employees' pre existing conditions (illness, injury or disability). If you have a condition which is exacerbated during your employment, which you knew about and which you should reasonably have known may have been exacerbated by or during your employment with «Our_Company» your entitlements to compensation for exacerbation *may* be compromised if you have not informed us of the condition.

Have you had or do you have any conditions (illness, injury or disability) which may be adversely affected by or during your employment with «Our_Company»

Yes / No (please circle)

If Yes please specify;

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Sign:..... Date:.....
«Staffs_name»

Have you had or do you have any condition (illness, injury or disability) which may impact upon your ability to perform your employment duties or which may need appropriate equipment or modifications to enable you to perform your employment duties with «Our_Company»

Yes / No (please circle)

If Yes, please specify including (if applicable) any requirements / modifications / equipment;

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Sign:..... Date:.....
«Staffs_name»

CONFIDENTIALITY

I «**Staffs_name**» acknowledge that during the course of employment with «**Our_Company**» that I may become acquainted with or have access to the confidential information, and agree to maintain the confidence of the confidential information and to prevent its unauthorised disclosure to or use by any other person, firm or company. I also agree to keep my employment arrangement, including salary details, confidential at all times.

Upon the termination of my employment for any cause or by any means whatsoever **I shall not thereafter:**

1. make public or divulge to any person the confidential information, any trade secrets including but not limited to any manuals, advertising, promotional data, advisory memoranda or any information concerning the business, finances, dealings, transactions or affairs of «**Our_Company**»
2. Advertise, publicise or permit the advertising or publicising of the former connection of «**Our_Company**».
3. **Approach directly or indirectly any customer of «**Our_Company**» to influence it to cease carrying on business with «**Our_Company**», or otherwise to entice it away from «**Our_Company**».**
4. Do any act or thing which may impair or reduce «**Our_Company**»'s reputation standing in the eyes of the public or any of its customers;
5. Disclose the contents of any correspondence received by «**Our_Company**», and
6. in the course of and upon and following termination of employment, I, «**Staffs_name**», will not copy or retain any material belonging to or in the possession of «**Our_Company**», or make use of any confidential information, without the written consent of «**Our_Company**» including:
 - a. client names and addresses;
 - b. processes, methods, techniques or formulae developed by «**Our_Company**» or its servants or agents, including the Employees
 - c. and I declares that I will not use or permit any other person to use such material or make use of such intellectual property.
7. Induce or attempt to induce any of the Employees of «**Our_Company**» to terminate their Agreements or contracts with «**Our_Company**».

Sign:..... Date:.....
«**Staffs_name**»

RESTRAINT

The following agreement between «Staffs_name» and «Our_Company» is to be understood to be in the context of the business of «Our_Company» which is the business of recruitment and employment/placement services and it specifically excludes any other personal and/or business activities unrelated to the position that «Staffs_name» is employed by the company. The agreement also specifically excludes any matter that relates to information that is or in the course of time becomes in the public domain and any previously existing (prior to the commencement of employment with «Our_Company») information and/or relationships with person(s) and/or companies that may coincidentally and/or concurrently also be clients of «Our_Company».

I «**Staffs_name**» undertake and agree, again in consideration of the continuing benefits which I will derive under this Agreement, that the I will not at any time during the period one year from the date of expiry or termination of this Agreement (the "restraint period"):

1. Solicit or attempt to solicit the business or custom of any client of «Our_Company» or any person who during the twelve months preceding termination of this Agreement was a client of «Our_Company»
2. solicit or attempt to solicit the business or custom of any person whose business or custom «Our_Company» was cultivating at the time of termination of this Agreement;
3. perform or cause to be performed in any capacity and by whatever means any business or services that is in competition to «Our_Company» for any client of «Our_Company» or any person who during the twelve months preceding termination of this Agreement was a client of «Our_Company»

I «Staffs_name» acknowledge that the restrictions contained in this clause are: fair and reasonable in regard to the subject matter, area and duration; and reasonably required by «Our_Company» to protect its business and financial interests.

Should I, «Staffs_name», accept instructions or act on behalf of any client of «Our_Company» within the restraint period, I shall hold upon trust for the benefit of «Our_Company» the amount of any fee or payment paid by the client to me («Staffs_name») or any company or person which may employ me. Once I have received payment from the client I shall notify the finance department of «Our_Company» in writing within 7 days. I shall release this trust amount upon demand within 7 days.

Sign:..... Date:.....
«Staffs_name»