

# **Contract of employment**

#### <Date>

# Private and confidential

<Insert employee's full name> <Insert employee's residential address>

#### Dear <insert name>

# Contract

I am pleased to offer you employment in the position of *<insert position title>* with us at Complete Business Solutions Australia ('the employer') on the terms and conditions set out in this contract.

#### 1. Position

- 1.1 Your start date will be *<insert start date>*.
- 1.2 Your employment will be *<full-time/part-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 *<location>*, or elsewhere as reasonably directed by the employer.

# 2. Terms and conditions of employment

2.1 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 *sinsert relevant award name (or enterprise agreement name if you have one)* and applicable legislation. This includes, but is not limited to, the National Employment Standards in the *Fair Work Act 2009*. Neither the *award indicated above*, nor any applicable legislation are incorporated into your contract of employment.

# 3. Ordinary hours of work

3.1 Your ordinary hours of work will be *<insert number of hours>* per week, plus any reasonable additional hours that are necessary to fulfil your duties or as otherwise required by the employer.

# 4. Remuneration

- 4.1 You will be paid an annual salary of \$ <XX> plus superannuation.
- 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 *<insert applicable award or enterprise agreement name or delete if there is neither>* and 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 By accepting this letter of offer, 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. Acceptance

I <insert full name> accept employment with Complete Business Solutions Australia based on the terms described above.

Signature of employee:

Date: