



FULL TIME (AWARD) EMPLOYMENT CONTRACT

INCLUDING YOU

and

{ INSERT EMPLOYEE'S FULL NAME }



This Contract

is made on { INSERT DAY, MONTH, YEAR }

Between

See **Item 1** of the Schedule (**Employer**)

and

See **Item 2** of the Schedule (**You**)

BACKGROUND

- A. The Employer has agreed to employ you and you have agreed to work for the Employer in the position described at **Item 3** of the Schedule.
- B. The Employer and you have agreed to enter into this Contract to record the terms and conditions of your employment.
- C. The Employer acknowledges its obligation to apply the applicable employment protections to you and to abide by the provisions contained in any relevant legislation.

The Employer And You Agree that:

1. DEFINITIONS

Associated Entities has the same meaning as in the *Corporations Act 2001 (Cth)*.

Confidential Information means all the information including trade secrets, Intellectual Property, marketing and business plans, client and supplier lists, computer software applications and programs, business contacts, finance, remuneration details, data concerning the Employer or any of its associated entities or any client of the Employer's, finances, operating margins, prospect's lists, and transactions of the Employer, but does not include information in the public domain otherwise than through a breach of an obligation of confidentiality.

Contract means this employment contract.

Intellectual Property means all form of intellectual property rights throughout the world including but not limited to present and future copyright, registered and unregistered trademarks, patent, design, rights, trade mark, any other intellectual or industrial property rights, discovery, invention, secret process or improvement in procedure of any kind whether arising from statute, under common law or in equity and confidential information including know-how and trade-secrets.

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Moral Rights has the meaning given to it in the *Copyright Act 1968 (Cth)* and includes rights of integrity of authorship, rights of attribution of authorship and similar rights that exist or may come to exist anywhere in the world.

The Act means the *Fair Work Act 2009 (Cth)*.

Works means all inventions, policies, practices, designs, drawings, plans, software, hardware, reports, documents, systems, improvements and other materials.

2. COMMENCEMENT AND WARRANTIES

- 2.1 Your date of commencement of employment with the Employer is identified at **Item 4** of the Schedule.
- 2.2 The terms and conditions of your employment will be in accordance with the Contract and, where applicable, the Industrial Instrument as named in **Item 5** of the Schedule (**the Industrial Instrument**), as varied and amended from time to time.
- 2.3 You agree that:
 - (a) you hold the qualifications and have the skills as represented by you to the Employer
 - (b) you have disclosed to the Employer any restraint or restriction which may affect your performance of work
 - (c) you enter into this contract without any form of coercion
 - (d) you are legally entitled to work in Australia, and agree to produce the appropriate documentation where requested by the Employer and
 - (e) you have and will maintain the licences and qualifications necessary to fulfil your role.

3. { OPTIONAL: DELETE FOR EXISTING EMPLOYEES } PROBATION

- 3.1 Your employment is probationary for the first three months of employment with the Employer.
- 3.2 During the probationary period, your employment may be terminated with one week's notice by either party, or payment in lieu of such notice.
- 3.3 The Employer may, at its discretion, extend the probation period.

4. POSITION AND TITLE

- 4.1 You are employed on a full time basis in the position described at **Item 3** of the Schedule.
- 4.2 You may be required to perform other tasks from time to time, as reasonably requested by the Employer.

5. PRINCIPAL DUTIES

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5.1 You may be provided with an outline of your duties before or on commencement of your employment. The outline is not intended to be an exhaustive list of the duties you may be required to perform, rather an indication of the kinds of duties that fall within the scope of the position.

5.2 You also have general duties to:

- (a) comply with reasonable directions given to you by the Employer
- (b) at all times act faithfully, honestly and diligently
- (c) ensure you are performing solely work related activities in work time
- (d) exhibit a professional and courteous attitude when dealing with the Employer, its customers, employees, suppliers and other members of the public and
- (e) act in the Employer's best interests at all times.

6. EMPLOYER POLICIES AND PROCEDURES

You agree that:

- (a) you will comply with all the Employer's policies and procedures, as amended from time to time at the sole discretion of the Employer
- (b) the specific detail of the Employer's policies do not form a term of your contract and
- (c) failure to comply with the Employer's policies may result in disciplinary action, up to and including dismissal.

7. { OPTIONAL: DELETE AS APPROPRIATE } LICENCES, CLEARANCES AND REGISTRATIONS

7.1 You are required to hold and maintain the following:

- (a) Driver licence
- (b) Certificate IV in disability and
- (c) { INSERT DETAILS }.

7.2 The Employer may require you to provide evidence that you hold the above.

7.3 These are considered essential requirements of your role. The Employer reserves the right to terminate your employment without notice in the event that you fail to maintain these and you are unable to perform the requirements of your role.

7.4 You must notify the Employer immediately in the event that you no longer hold, or are no longer eligible to hold, any of the above.

8. { OPTIONAL: DELETE AS APPROPRIATE } WORKING WITH CHILDREN CHECK

8.1 You will be required to undergo a Working with Children check as an essential requirement of your position.

8.2 The Employer may require you to provide evidence that you hold the check at any time during your employment.

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- 8.3 The Employer reserves the right to terminate your employment without notice in the event that you fail to maintain this clearance and are unable to perform the requirements of your role.
- 8.4 You must notify the Employer immediately in the event that you no longer hold, or are no longer eligible to hold, this clearance.

9. { OPTIONAL: DELETE AS APPROPRIATE } NATIONAL POLICE CHECK

- 9.1 You will be required to undergo a National Police check as an essential requirement of your role.
- 9.2 The Employer may require you to repeat this check at any time during your employment.
- 9.3 The Employer reserves the right to terminate your employment without notice in the event that you do not pass this check to its satisfaction and are unable to perform the requirements of your role.
- 9.4 You must notify the Employer immediately in the event that you are charged with any criminal offence.

10. { OPTIONAL: DELETE AS APPROPRIATE } PRE-EMPLOYMENT MEDICAL EXAMINATION

- 10.1 You will be required to undergo a pre-employment medical examination. The purpose of this medical examination is to determine whether there are any pre-existing conditions which may prevent or impact upon the efficient performance of your duties.
- 10.2 Evidence that you have undertaken this medical examination must be provided to the Employer prior to the commencement date, along with the required form confirming your fitness to perform your role.
- 10.3 In the event the medical examination indicates any pre-existing conditions which may prevent or impact upon the efficient performance of your duties, the Employer reserves the right to withdraw this offer of employment.
- 10.4 **{ OPTIONAL: DELETE AS APPROPRIATE }** Upon commencement with the Employer, you will be reimbursed the reasonable cost of this medical assessment upon the provision of a receipt.

11. PLACE OF EMPLOYMENT

- 11.1 Your principal place of employment will be at the location described in **Item 6** of the Schedule, or as otherwise reasonably directed by the Employer.
- 11.2 Due to the nature of the role and the business, you will be required to travel to, and work at, client and prospective client sites within a reasonable travelling distance, as directed by the Employer.
- 11.3 You may also be required to travel as reasonably necessary for the performance of your duties.

12. HOURS OF WORK

- 12.1 The business' normal span of hours of operation are outlined at **Item 7** of the Schedule.



12.2 You will be required to work 38 hours per week plus any additional hours which are reasonably necessary to fulfil the requirements of your duties, or as reasonably required by the Employer.

13. TIME RECORDING

13.1 You are required to complete regular time recordings as directed by management.

13.2 You are responsible for the completion of your own time record. Completing time records on behalf of another employee or permitting another employee to do so on your behalf, may result in disciplinary action, up to and including dismissal.

14. REMUNERATION

14.1 Your pay is set out at **Item 8** of the Schedule.

14.2 You will be entitled to any applicable penalty rates, overtime rates, allowances or loadings appropriate to your position as set out in the Industrial Instrument.

14.3 Where your pay exceeds any legislative and Industrial Instrument minimum entitlements, any amount paid in excess of these minimum entitlements may be used to offset any entitlement that may otherwise have been applicable.

14.4 The Employer will make Superannuation contributions on your behalf in accordance with legislation.

15. ANNUAL LEAVE

15.1 You will accrue up to four weeks of annual leave each year in accordance with the Act.

15.2 You will be paid annual leave loading in accordance with the Industrial Instrument.

16. LONG SERVICE LEAVE

Long service leave will accrue in accordance with the relevant legislation.

17. PERSONAL/CARER'S LEAVE

17.1 You will accrue up to 10 days of paid personal/carer's leave for each year of service in accordance with the Act.

17.2 To be entitled to a period of paid or unpaid personal leave/carer's, you must provide satisfactory documentary evidence in accordance with the Employer's policies.

18. OTHER LEAVE

All other leave, including compassionate leave, parental leave and community service leave, will be provided to you in accordance with the Employer's policy and/or the Act, whichever is more generous.

19. PUBLIC HOLIDAYS

You are entitled to be absent from work on a day or part day that is a public holiday in accordance with the Act, unless reasonably required to work by the Employer.

20. { ENTITLED ALLOWANCE: DELETE AS APPROPRIATE }VEHICLE ALLOWANCE

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- 20.1 You may be required to use your private motor vehicle for work purposes. Where required, you will be entitled to a vehicle allowance in accordance with the Industrial Instrument.
- 20.2 All rules regarding when the vehicle allowance is payable is in accordance with the Industrial Instrument. You will not be entitled to any further payments in respect of work-related use of your private vehicle.
- 20.3 You are required ensure that your vehicle is neat and clean at all times and maintained in a state of good mechanical order.
- 20.4 Additional rules regarding vehicles and driving are set out in the Handbook which you are expected to read and fully comply with. The Employer reserves the right to vary, alter or withdraw these arrangements and will provide reasonable notice of any such changes.

21. { OPTIONAL: DELETE AS APPROPRIATE } COMPANY MOBILE PHONE

- 21.1 You may be provided with a company mobile phone in order to complete your duties as directed by the Employer.
- 21.2 This mobile phone may only be used for business purposes. Reasonable personal use is only permitted where specifically authorised by the Employer.
- 21.3 The use of the company mobile phone is subject to the terms and conditions contained within the Handbook.

22. { OPTIONAL: DELETE AS APPROPRIATE } COMPANY PROPERTY

- 22.1 You may be provided with company property in order to complete your duties as directed by the Employer.
- 22.2 This property may only be used for business purposes. Reasonable personal use is only permitted where specifically authorised by the Employer.
- 22.3 The use of the company property is subject to the terms and conditions contained within the Handbook.

23. CONFIDENTIAL INFORMATION

You agree at all times during and after your employment with the Employer:

- (a) to refrain from directly or indirectly disclosing to a third party Confidential Information except in the proper course of carrying out your duties
- (b) not to use the Confidential Information for any purpose other than for the benefit of the Employer
- (c) to keep confidential all Employer Confidential Information and
- (d) to comply with the terms of this Contract unless otherwise required by applicable laws or regulations.

24. INTELLECTUAL PROPERTY

- 24.1 All Intellectual Property rights arising from any Works created or developed by you in the course of your employment (whether alone or with others) will belong to the Employer and you agree to immediately disclose to the Employer all such Works.



- 24.2 You agree that all existing Intellectual Property rights, title and interest in all Works created or developed by you in the course of your employment (whether alone or with others) are vested in the Employer and upon their creation, all such rights will vest in the Employer. You agree to execute all documents and do all acts required to secure any Intellectual Property rights for the Employer.
- 24.3 For the benefit of the Employer, you consent to any and all acts or omissions (whether occurring before or after this consent is given) in relation to all Works made or to be made by you in the course of your employment which might otherwise infringe your Moral Rights in those Works.
- 24.4 You warrant that you have consented without coercion or without relying on any representations other than those set out in this contract.

25. NON-DISPARAGEMENT

You must not at any time, either during your employment, or at any time after termination, disparage or otherwise make any statement, or permit or authorise any statement to be made, which is calculated or reasonably likely to damage the reputation or cause other damage to the Employer or any Associated Entity, or any of their respective employees or officers.

26. RELIEF FROM DUTIES

- 26.1 Without limiting anything the Employer may require you to do, the Employer may, at any time during your employment (including during any notice period) require you to:
- (a) not undertake any of your employment duties
 - (b) carry out alternate duties
 - (c) perform work in a different physical location or from your home
 - (d) not attend work or any premises operated by the Employer, its Associated Entities or clients
 - (e) not access the computer systems of the Employer or its Associated Entities
 - (f) not have any contact with any clients, suppliers or employees of the Employer or its Associated Entities, or other persons or entities as advised by the Employer and/or
 - (g) not use or otherwise immediately return Employer property to the Employer,
- provided the Employer continues to make payment to you of your remuneration during the period in which you are directed to do any of the above.
- 26.2 The circumstances in which the Employer may give you such direction includes, but is not limited to, circumstances in which the Employer is carrying out an investigation into allegations of misconduct (whether or not such allegations have been made against you) or in circumstances whereby such action is deemed necessary by the Employer to ensure it satisfies its health and safety obligations.
- 26.3 Nothing in this clause in any way limits the Employer's right to stand you down without pay in accordance with any applicable legislation or in accordance with any other provision of this Contract.

27. TERMINATION OF EMPLOYMENT

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- 27.1 The Employer may terminate your employment without notice or without a payment in lieu of notice for any of the following reasons, if you:
- (a) commit any serious or persistent breach of any of the terms of the Contract
 - (b) are guilty of dishonesty, misconduct or neglect in the performance of your obligations under the Contract
 - (c) become insolvent or bankrupt or make any assignment or arrangement with your creditors
 - (d) are convicted of any criminal offence relevant to the performance of your obligations under the Contract
 - (e) refuse to comply with any reasonable instruction or direction including any failure to comply with your obligations under any of the Employer’s rules, policies and/or procedures and any directions given by management of the Employer
 - (f) fail to perform to the standard reasonably expected by the Employer, including persistent failure to achieve targets
 - (g) obtain a medical assessment result that is not satisfactory to the Employer and which objectively results in you being unable to perform your duties set out in the Contract
 - (h) abuse alcohol or drugs whilst on the Employer’s premises, or just prior to commencing work on the premises, which adversely affects your ability to carry out your duties or
 - (i) engage in physical abuse or display unreasonable verbal aggression.
- 27.2 Following completion of your probationary period, at any time during the operation of the Contract, the Employer may terminate your employment by providing written notice in accordance with the table below or in accordance with the Industrial Instrument, whichever is more favourable:

Length of continuous service	Period of notice
Not more than 1 year	1 week
More than 1 year, not more than 3 years	2 weeks
More than 3 years, not more than 5 years	3 weeks
More than 5 years	4 weeks

- 27.3 If you are over the age of 45 years and have at least two years' service, you are entitled to one additional week's notice of termination.
- 27.4 You may terminate this contract at any time by providing the Employer with written notice in accordance with the above table.



- 27.5 The Employer may, at its discretion, make payment to you in lieu of all or part of this notice period. On termination, you are also entitled to payment for any untaken annual leave entitlements.
- 27.6 On termination of employment for any reason, you must immediately return to the Employer all property, documents and items relating to the business of the Employer which you have in your possession or control. This includes, but is not limited to, any car, equipment, papers, keys, reports, computers, information, programs, records and documents, intellectual property and other information, in whatever form, relating in any way to the Employer or its clients.
- 27.7 On termination of employment for any reason, you must also irretrievably delete any Confidential Information stored on any computer, magnetic or optical disk or memory, and all matter derived from those sources in your possession, custody, care or control outside the Employer's premises.
- 27.8 You will repay to the Employer the balance of any loans or advances made by the Employer against your pay or leave entitlements, or any money otherwise owed to the Employer by you. The Employer reserves the right to request to deduct any moneys owing to the Employer from your final pay.

28. { OPTIONAL: DELETE AS APPROPRIATE } NON-SOLICITATION AND POST-TERMINATION RESTRAINT

- 28.1 From the date your employment ends, you agree not to solicit or attempt to solicit business from any client for the duration of the Restraint Period.
- 28.2 From the date your employment ends, you agree not to engage or prepare to engage in a business that competes with the business of the Employer or any Associated Entities for the duration of the Restraint Period within the Restraint Area.
- 28.3 From the date your employment ends, you agree not to solicit, attempt to solicit, entice or encourage any employee of the Client or the Employer or any Associated Entities to leave their engagement with the Employer for the duration of the Restraint Period within the Restraint Area.
- 28.4 From the date your employment ends, you agree not to interfere or attempt to interfere with the relationship between the Employer or any Associated Entities and its Clients, employees or suppliers for the duration of the Restraint Period.
- 28.5 In this provision:
 - (a) **Client** means any person, firm or company who at any time during the period of 12 months prior to the termination of your employment was a Client of the Employer or any Associated Entities, in respect of the part or parts of the business in which you were employed.
 - (b) **Restraint Period** means:
 - (i) 12 months or
 - (ii) 6 months or
 - (iii) 3 months.
 - (c) **Restraint Area** means:



- (i) 50 km radius from the location described in **Item 6** of the Schedule or
- (ii) 25 km radius from the location described in **Item 6** of the Schedule or
- (iii) 10 km radius from the location described in **Item 6** of the Schedule.

28.6 The restrictions in this clause apply to conduct which is either direct or indirect (eg done through an agent of any kind) and regardless of whether the conduct is engaged in for your own benefit or for the benefit of any other person or entity.

28.7 Each of the covenants in this clause will have effect as if it were the number of separate covenants resulting from combining each covenant with each subsection of the defining terms, referred to in the covenant. Each of the above obligations are separate and independent obligations. In the event that one or more of the obligations are found to be unenforceable, the remaining obligations will continue to apply.

28.8 You acknowledge that each of the above restrictions are reasonable and necessary to protect the Employer's legitimate interest.

28.9 You acknowledge that you will be liable in damages (including punitive or special damages) arising out of the breach of any of the terms of this provision.

29. REDUNDANCY

If your position is made redundant, you shall not be entitled to any payment except as required under the Act.

30. ASSIGNMENT

30.1 You may not assign or transfer the rights and benefits under this contract.

30.2 The Employer may assign its rights and obligations under the Contract to any person, business, company or entity.

31. GOVERNING LAW

The Contract shall be governed by the jurisdiction of the courts in the State or Territory as described at **Item 9** of the Schedule.

32. VARIATION OF TERMS

The terms of the Contract may be varied from time to time by mutual agreement in writing between the parties.

33. SEVERABILITY

If any of the terms and conditions of the Contract are void, or become voidable by reason of any statute or rule of law then that term or condition shall be severed from the Contract without affecting the enforceability of the remaining terms and conditions.

34. ENTIRE AGREEMENT

The contents of the Contract constitute the entire agreement between you and the Employer. Any previous agreements, understandings, and negotiations on this subject matter cease to have effect.

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35. FAIR WORK INFORMATION STATEMENT

By signing the Contract you acknowledge that the Employer has provided you with a copy of the Fair Work Information Statement.

SIGNED BY AN AUTHORISED OFFICER OF THE EMPLOYER

.....
Authorised Officer

.....
Witness

.....
Title of Authorised Officer

.....
Name of Witness (printed)

.....
Dated

SIGNED BY YOU

.....
Employee

.....
Witness

.....
Dated

.....
Name of Witness (printed)



SCHEDULE

Item 1	Employer name and details	Including You Pty Ltd trading as Including you ABN: 74 168 402 711 Address: 158 Roycroft Avenue, Mill Park Vic 3082
Item 2	Your name and details	{ INSERT EMPLOYEE NAME & DETAILS EG. ADDRESS OR DOB }
Item 3	Position	{ INSERT POSITION }
Item 4	Commencement date	{ INSERT ORIGINAL DATE OF COMMENCEMENT }
Item 5	The Industrial Instrument	Social, Community, Home Care and Disability Services Industry Award 2010
Item 6	Location	158 Roycroft Avenue, Mill Park Vic 3082
Item 7	Business normal hours of operation	Monday to Sunday, 7.00am to 8.00pm
Item 8	Pay	\$(INSERT PAY) per hour exclusive of superannuation
Item 9	Governing Law	Victoria
