

# Contract – Full/Part-time/Casual Employment

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Last Update: 28/05/2026

Version: 1.5

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## DEFINITIONS

In this Agreement, unless the context requires otherwise:

- **'Business'** means the Entity named in the Contracted Parties section and **Schedule 1** of this Agreement that is engaging the Employee to undertake the Duties as described in **Item 3 of Schedule 1**.
- **'RUNPAY®'** means the Provider (ABN: [98 875 606 982](https://www.runpay.com.au)) of this standardised template and the website ([www.runpay.com.au](http://www.runpay.com.au)) designed to simplify and harmonise Employment Contracts for Business Owners.
- **'Employee'** or **'You'** means the individual named in the Contracted Parties section and **Schedule 1** who is engaged by the Business under this Agreement.
- **'Employment'** means the Employment relationship between the Business and the Employee governed by this Agreement, the *Fair Work Act 2009 (Cth)* and any applicable modern Award or Enterprise Agreement.
- **'Schedule 1'** means the schedule attached to this Agreement that sets out the details of the Agreement (position, start date, availability and any other specific terms related to the Employee's Contract with the Business).
- **'Start Date'** means the date (or 'Commencement' date) specified in **Item 6 of Schedule 1** on which the Employer engagement begins.
- **'On-site'** means performing work duties at the Business's physical premises or any other designated workplace location specified by the Business.
- **'Off-site'** means performing work duties at any location other than the Business's physical premises or designated workplace. This includes contributing to the Business from home, external events, client-site(s) or any other contributions directly related to the Business.
- **'Hybrid'** means a flexible arrangement where the Employee performs work duties through a combination of On-site and Off-site Work, as agreed only in writing between the parties.

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[YOUR BUSINESS LOGO]

## Private and Confidential

[Document Date]

Dear [Employee First Name]

**RE: OFFER OF EMPLOYMENT WITH [Entity Name] T/A [Business Trading Name] (ABN: [Insert Employer ABN with direct link to Employer's Government Business verification page]) (Your Employer)**

We are delighted to make the following offer of Employment to you as set out below:

Contract Type: [Permanent \ Fixed-Term \ N/A - Casual]  
Employment Type: [Full-time \ Part-time \ Casual]  
Hours Per Week: ['Number of Hours' OR 'N/A - Casual']  
Position: [[MA000002] Administration: Level 5 - Payroll Manager]

As an Employee, you will be entitled to minimum entitlements under the *National Employment Standards (NES)* and any relevant Industrial Instrument applicable to this position. Full details of your pay (e.g. rate, hours, entitlements, superannuation and any other eligible conditions) are set out in this Employment Contract. Your pay rate will be no less than the minimum rates set by the *Fair Work Commission (FWC)* as varied from time to time, plus any other applicable remuneration applicable to this appointment. For more information on minimum entitlements, visit [www.fairwork.gov.au/Employment-conditions/national-Employment-standards](http://www.fairwork.gov.au/Employment-conditions/national-Employment-standards) or [www.fairwork.gov.au/Employment-conditions/awards](http://www.fairwork.gov.au/Employment-conditions/awards).

Please carefully read through the Employment Agreement below which outlines our Terms and Conditions. **Schedule 1** within this Agreement defines the particulars of your appointment to this position vacancy.

### **How to accept our offer of Employment to you?**

To formalise this change, please complete the following as soon as possible:

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 **RUNPAY.**

1. **Review, sign and date your acceptance of this contract.** Upon acceptance, your Employment will be governed by this Employment Contract and Agreement and you will receive a copy. Our records will be updated accordingly.
2. Provide us with your **Workplace Clearance documentation** (Refer to **Part C**).
3. If you have *any questions* about this Employment Agreement, please send your concerns in writing prior to signing and via the nominated email address provided immediately below.

We look forward to our working relationship with you.

Respectfully,

**[Employer/Delegated Business Leader Signature]**

**[Insert Today's Date]**

**[Delegated Signatory Full Name]**

**[Delegated Signatory Position Title], [Business Name]**

**Contact Phone: [Contact Phone]**

**Contact Email: [Contact Email]**

# **Employment Contract and Agreement**

## **(A) Contracted Parties**

### **THE BUSINESS**

'Employer', 'Business', 'We', 'Us', 'Our', 'Management', 'Company' — details provided at **Item 1 in Schedule 1.**

**AND**

### **THE EMPLOYEE**

'Employee', 'You', 'Your', 'Yours', 'I', 'Me', 'Worker' — details provided at **Item 1 in Schedule 1.**

**Commencement Date:** As per **Item 6 of Schedule 1.**

## **(B) General Terms**

1. The Employer has agreed to employ you and you have agreed to work for the Employer within the full Terms and Conditions of Employment described at **Schedule 1.** As an Employee, you have general duties to comply with, including reasonable direction provided by us (your Employer) and a Code of Conduct to follow (e.g. **The Worker's Handbook**).
2. Where Employment is offered on a 'Casual' basis, there is no firm advance commitment to ongoing or indefinite work. The Employee acknowledges the current Casual definition under the *Fair Work Act* and their right to make an 'Employee Choice' notification to convert to Permanent Employment if they believe they no longer meet the Casual definition.
3. This Contract is the sole Agreement between the Employer and Employee ('Contracted Parties') which relate to the Employer's Employment Terms and Conditions. The parties expressly acknowledge that no representations or warranties have been given by either of us other than those contained in this Agreement.
4. Your date of commencement with the Employer is provided at **Item 6 in Schedule 1.**
5. You will have been provided with a guide of your key duties and responsibilities prior to commencement with us. This is not intended to be an exhaustive list of the duties you may be required to perform, rather an indication of the type of duties that fall within the scope of the position. Your duties described within this document may be altered from time-to-time and solely at the discretion of the Employer given any reasonable Business operational need, market need or any other reasonably unforeseen Business change

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requested by the Employer to ensure overall Business success and continuity. Your Position Description or key duties described within, whilst annexed within this Agreement, do not form part of this Employment Contract.

6. The Employee has the right to refuse to monitor, read or respond to work-related contact or attempted contact (including emails, calls and messages) outside their Ordinary Working Hours, *unless* the refusal is 'unreasonable', in accordance with the *Fair Work Act 2009 (Cth)* (i.e. Right to Disconnect).
7. The Employer acknowledges its obligations to apply the applicable Employment Protections and abide by the provisions contained in any relevant Australian Legislation.
8. The Definitions at **Annex A** apply to this Contract.
9. You agree that:
  - this Contract has been entered without any form of coercion;
  - you have provided the Employer with an accurate representation of your qualifications and skills;
  - you have and will maintain the Licences, Registrations and Qualifications necessary to fulfil your role (refer to **Item 11 in Schedule 1**);
  - you have disclosed to the Employer any restraint or restriction which may affect the Business and/or your work performance;
  - you are legally entitled to work in Australia and agree to produce the appropriate documentation when requested by the Employer. Your continued Employment is contingent upon having and maintaining a Legal Right to Work in Australia (Refer to **Item 11 in Schedule 1**);
  - you will 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.
  - you will comply with, and be bound by, all the Employer's Policies, Procedures, written Codes of Conduct, Practices and Guidelines as they exist from time-to-time (including but not limited to **The Worker's Handbook** and any other code of conduct), as amended, varied, or replaced at the Employer's sole discretion. These policies and procedures include (but are not limited to) those relating to:
    - discrimination, harassment, victimisation, bullying, and grievance procedures;
    - workplace health and safety, no smoking, and workplace surveillance;
    - gifts, inducements, bribes, and conflicts of interest;
    - codes of conduct and standards of behaviour;
    - confidentiality, Intellectual Property (IP) (IP), and use of Employer property;
    - any other matters relevant to workplace standards, performance, or legal compliance.
  - you will read and reacquaint yourself with the Employer's policies and any variations as they are issued or updated from time to time. For the avoidance of doubt:

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- the Employer's Policies, Procedures, Codes of Conduct and Guidelines do NOT form part of this Contract or your Terms and Conditions of Employment;
  - they are directions from the Employer as to expected Standards of Behaviour, performance and Legal Compliance measures; and
  - failure to comply with these rules may result in disciplinary action, up to and including dismissal.
- Current versions of this Contract are available via the Business's internal systems or upon request.

### **(C) Workplace Clearance(s) - Pre-Employment documentation, Licences and/or Qualifications**

1. Prior to commencing with us or at any time during your Employment, you are required to undergo certain Workplace Clearances to meet the Employer's Legal obligations. These obligations are *considered essential requirements of your role* to work for us (these requirements form part of **Item 11 in Schedule 1**).  
For information related to eligibility to work in Australia please visit the [Australian Government Department of Home Affairs](#) website.
2. You MUST be legally entitled to work in Australia to work with us. You agree to produce all appropriate documentation to us PRIOR to commencement. This requires only one (1) of the following combinations (originals/certified copies):
  - **Australian Passport** (current or recently expired <2 years); or
  - **Australian Birth Certificate (Full Extract) + Photo ID** (Driver's Licence, Passport or Proof-of-Age card); or
  - **Australian Citizenship Certificate + Photo ID** (Driver's Licence, Passport or Proof-of-Age Card); or
  - **Valid Foreign Passport** (The Employer will and MUST perform the [Australian Government Department of Home Affairs VEVO Check](#) to confirm Visa and Work Rights); or
  - **ImmiCard** (or equivalent evidence card e.g. Convention Travel Document) (Employer will and MUST perform an online VEVO check to confirm Visa and Work rights).

**Important Note:** Photo ID is always required to verify identity. Passports include Photo ID – *Birth Certificates and Citizenship Certificates do not* – you *must* add Driver's Licence, Passport or Proof-of-Age Card. Your Employment is always contingent upon having and maintain a Legal Right-to-Work in Australia.

3. You *may* be required to undertake a **Workplace [Medical] Clearance**, including, but not limited to, functional assessment, drug and alcohol screen and medical history prior to commencement, where such testing is requested and deemed necessary by the

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Employer and meets the 'reasonableness' test given your appointed position. **Item 11 in Schedule 1** will specify if you need to undertake such test(s). You may be asked to produce evidence and/or provide further information to us in order for the Employer to conduct these checks.

4. *Should a Driver's Licence be necessary for your role* (Refer to **Item 11 in Schedule 1**) and if, for any reason, your Driver's Licence is lost or you are unable to maintain it, then you are liable for all costs and expenses incurred in transporting yourself to fulfil the duties of your appointed position. Where a loss of your Driver's Licence means that you are no longer able to discharge your duties, your Employment may be terminated by the Employer.
5. Your Employment (or continued Employment) may also be subject to the satisfactory completion of any additional, non-compulsory background checks the Employer reasonably considers necessary for your role (e.g. criminal record checks/police checks, reference checks, qualification verification, NDIS Worker Screening Clearance (where applicable), or other discretionary checks permitted by Law). You authorise the Employer to conduct these checks and obtain relevant information from third parties as necessary throughout your Employment.
6. The Employer reserves the right to immediately terminate your Employment without notice (or revoke any offer of Employment to you) if the results of any of these Workplace Clearances are not obtained or maintained during your Employment or reveal false, misleading or incomplete information provided by you or are unsatisfactory in relation to your suitability for the role.

#### **(D) Position and Location of Work**

1. You will be Employed in the Position falling under the minimum standards and/or Industrial Instrument set out at **Item 2 in Schedule 1** in this Agreement. Your Position will involve the duties (varied, amended and other duties and allocated to you from time-to-time) described within Annex B.
2. If any modern Award/Agreement or any other similar Industrial Instrument is changed and deemed as applying to your Employment after the sent date of this Agreement to you, then:
  - it applies as a matter of Australian Law and does not form part of our Employment Contract with you, permitting us with further discussion regarding this Employment offer to you; and
  - your remuneration (and where applicable, any benefits provided to you) is in satisfaction of, and can be used to set-off, all entitlements under any Award/Agreement or similar entitlements including minimum wage, overtime, allowances, loading and penalties to meet Australian compliance.
3. You will report to the Reporting Line specified in **Item 4 in Schedule 1** or another person nominated by the Employer from time-to-time or at a later date during your tenure.

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4. The nature of your role, duties, levels of responsibility and reporting lines may be changed at any time during the term of this Agreement at the sole discretion of the Employer.
5. The Employer's primary Business location and your ***agreed and usual work location*** is set out within **Item 5 in Schedule 1**. You must perform your duties at the Location and you *may be required to work and travel to various other locations* for the performance of your duties, *provided that such travel does not cause undue hardship*. This may also include Interstate and International travel, as required, *unless* this is clearly specified in writing within **Item 5 in Schedule 1** that such travel *does not* apply to you.
6. Where the Employer makes a reasonable request from you to travel to attend any in-office or face-to-face meeting throughout your Employment, internally or for a Client, you agree to make every attempt to attend or provide a request in writing explaining the hardship reason to be excused from attendance.
7. Depending on the distance the Employer requests you to travel and *at their sole discretion* and upon production of a receipt/tax invoice, the Employer may reimburse you for reasonable travel and accommodation expenses for work that is undertaken away from your usual work location, provided the expense claim was requested in writing and pre-approved. In respect of approved travel costs involving the Employee's car, the Employer must and will use the current Australian Taxation Office scale of motor vehicle rates.
8. **It is your responsibility, as an Employee, to ensure if at any time you are required to work remotely that you maintain a robust high-speed internet connection that is in very good working order (preference being minimum 100/40)**. You also agree to provide proof of connection speed upon commencement or at any time during your Employment, if it is requested by the Employer. If the Employer determines, at its sole discretion, that the Employee's internet connection is not adequate and the Employee is unwilling or unable to upgrade or improve it, the Employer may instruct the Employee to work from a different Business location.

#### **(E) Employment Status, Type and Hours of Work**

1. Your appointed Employment Status (e.g. Permanent \ Temporary \ N/A-Casual Employment]) and Employment Type (e.g. Full-time \ Part-time \ Casual) is described at **Item 9 in Schedule 1**.
2. Your agreed working hours and days of work (if applicable) are described at **Item 9 in Schedule 1** [**Note For Casuals ONLY**: There is NO guarantee of ongoing or regular work. *Each occasion you work is considered a separate engagement of Casual Employment, which ENDS at the conclusion of that occasion/shift*].
3. You may also be required to work 'Reasonable Additional Hours' (RAH) in accordance with the *National Employment Standards (NES) in the Fair Work Act 2009 (section 62)* to meet Client demands and address Business needs. Reasonable Additional Hours **DO**

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**NOT** automatically entitle you to extra pay (like overtime rates). They are the legal limit on what an Employer can require of you without it being 'unreasonable' - so NO automatic extra pay is required by the Employer. Factors considered in determining whether the Additional Hours are '*reasonable*' by the Employer include:

- Workplace Needs (*particularly if it relates to Low / High Operational Need, Insolvency or other similar holistic Business Continuity for All Workers*);
  - Employee's personal circumstances (e.g. Family Responsibilities, Health) at the time of the request;
  - Notice given by the Employer;
  - Whether overtime pay, penalty rates or other compensation applies (or if higher pay reflects expected extra hours); and/or
  - Safety and fatigue risks that potentially could impact the Employee in undertaking the additional hours.
4. The Employer will give you *reasonable notice* of when you are required to work '*Reasonable Additional Hours*' AND will inform you IF overtime payment is approved for the work or whether the hours will be applied in accordance with any other requirements under the applicable Industrial Instrument to which you are employed.
  5. The Employee agrees to be reasonably flexible in relation to working hours and duties, and to cooperate fully during periods of High Demand, Emergencies OR other Operational requirements.
  6. If for any reason you are unable to work '*Reasonable Additional Hours*' when required or requested to do so (which may also include working on a Public Holiday), you must inform the Employer as soon as is reasonably possible. For the purpose of this Clause, Public Holiday has the meaning given to that term in *Section 115 of the Fair Work Act 2009 (Cth)*.
  7. You will devote substantially the whole of your time and attention during the Agreed Hours set out in
  8. **in Schedule 1** to the discharge of all Duties assigned to you by the Employer.
  9. The Business' normal Hours of Operation are outlined at **Item 9 in Schedule 1**.

## (F) Remuneration [Salary/Wages] and Review

1. The Remuneration and the Frequency to which you will be paid is set at **Item 10 in Schedule 1** [*Note For Casuals ONLY*: You will receive a Casual Loading on your Base Hourly Rate. This Loading is paid In Lieu Of (ILO) entitlements that are not applicable to Casuals (including Paid Annual Leave, Personal / Carer's Leave, Notice of Termination and Redundancy Pay) in accordance with the *Fair Work Act 2009* and any applicable modern Award or Agreement].
2. Payroll is *paid in arrears* by Direct Deposit into your nominated bank account.
3. Your Base Remuneration has been calculated to take into account any requirement to perform '*Reasonable Additional Hours*' as required by the Employer and as described in

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**Part E** of this Agreement. Accordingly, in the case where the Employer requests you to work 'Reasonable Additional Hours', you will **NOT** be entitled to any extra remuneration for this worked time (including Overtime payments).

4. Your Remuneration will *generally* be Reviewed by the Employer at the time set out at **Item 10 in Schedule 1**. The Employer may, *in its sole and absolute discretion*, increase your Remuneration as a result of the Review.
5. *In NO event will the Employer be obliged or coerced to increase the Employee's Remuneration as a result of any Employment Review.*
6. During any Review, the Employer will consider the following factors:
  - the Standard of your Performance and your Contribution to the Employer's Business;
  - the Employer's Business Performance;
  - your Attitude, Conduct and Loyalty; and
  - the Business / Industry / Economic Market generally.
7. **Any Remuneration Adjustments take effect on the First Day of the next Pay Cycle following the Date the adjustment is either approved / determined, so as NO adjustments need apply retrospectively or part-way through a Payroll Cycle.** This assists the Business in reducing overall Administration costs and improves the accuracy and consistency of all Payroll System Reporting (PSR) for whole Business Financial Planning (BFP).

#### **(G) Probation (Applies for Full / Part-time Employment ONLY - NOT Casual Employment)**

1. Your continued Employment is subject to you satisfactorily completing a Probation Period set out at **Item 7 in Schedule 1** commencing on the Commencement Date specified within **Item 6 in Schedule 1**.
2. Your Probationary Period only applies for Permanent or Temporary (Fixed-Term), Full-time or Part-time Employment status types. *There is NO Probation Period for an Employee who is Casual, as this Employment Type is considered 'Contingent' in nature.*
3. The Employer, *and at the Employer's discretion only*, may extend the Probationary Period for up to a further six (6) months by notice in writing to the Employee *before the expiry* of the initial Probationary Period.
4. During the Probationary Period your Employment may be terminated, by either Party, providing one (1) week's written notice, or, *in the case of the Employer*, Financial payment In Lieu Of (ILO) the Agreed Notice Period upon Departure.
5. Upon satisfactory completion of the Probationary Period, your Employment will continue in accordance with the provisions of this Employment Contract and Agreement.

#### **(H) Contract Term [Expiry] and/or Visa Conditions (if applicable)**

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1. Subject to **Part G (Probation)**, and earlier Termination by Either Party under this Agreement, your Employment will continue until terminated, or on the Expiry Date as set out in **Item 8 in Schedule 1**.
2. The Parties may agree in writing to extend the Expiry Date, whether on the same or different Terms at their sole and absolute discretion.
3. This Agreement is subject to you having Australian Citizenship, Australian Residency or Full Working Rights in Australia, *on a 'Permanent' basis*, in compliance with applicable Migration Legislation. **If you are working under an Australian Visa, you MUST comply with all Visa Conditions attached to your Australian Visa at all times during your Employment with us.** Any Temporary Visa you provided to the Employer during the *Workplace Clearance Process (WCP)* require the specific **Visa Subclass to allow 'Employment' as a Condition**. The Conditions of any *Temporary Visa Holder* **MUST** be followed at all times.
4. You must notify us of any changes to your Visa Conditions and Work Rights in Australia, including the Expiry Date of your Visa and/or Visa Conditions which may affect or alter your ability to Lawfully Work for Us in Australia.
5. You **MUST**, as soon as practicable, provide evidence proving your Australian Residency or Visa or any Changes to your Visa Conditions or Residency Status.
6. If you are unable to Lawfully Work in Australia due to the Expiry, Cancellation or Revoking of your Visa, we will reasonably expect you to show evidence to support your cause and ongoing Employment with us.
7. If you are unable or fail to demonstrate to us that you have the Right to Work in Australia when requested, we may Terminate your Employment with immediate effect by notice in writing to you.

#### **(I) Superannuation**

1. As part of your Remuneration, the Employer will make superannuation contributions (Superannuation Guarantee Contributions) in accordance with its obligations under the *Superannuation Guarantee (Administration) Act 1992 (Cth)* and other applicable Superannuation Legislation (Superannuation Laws).
2. **The Employer will contribute the statutory Superannuation Guarantee amount, currently 12% of your Ordinary Time Earnings (OTE)** (or any higher rate usually required by Law or any applicable modern Award) to a complying Superannuation Fund.
3. You **MUST** nominate your '*Preferred Superannuation Fund (PSF)*' at any time by providing the required details (such as Fund Name, Unique Superannuation Identifier (USI), your Member Number, the Fund ABN and Your Account Name) through the Employer's Payroll/HR system, Self-Service Onboarding Portal or by completing the ATO's Superannuation Standard Choice Form (or other equivalent compliant method) to which the Employer will pre-fill with their default fund details in accordance with Superannuation Laws and **within 28 days of your commencement** (or upon request by

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the Business). This form typically is provided electronically via email, secure link or the Payroll/HR System.

**4. IF YOU DO NOT NOMINATE a superannuation fund (or if your nomination is invalid), the Employer will:**

- request your stapled superannuation fund details from the Australian Taxation Office (ATO); and THEN
- pay contributions into your stapled superannuation fund (if identified by the ATO) **OR** **IF 'NO'** Stapled Fund exists, contributions will be paid into the Employer's default complying superannuation fund (which meets choice of fund and Superannuation requirements).

5. The Employer will make all superannuation payments in accordance with Superannuation Laws, including Payday Super obligations commencing 1 July 2026. This means Superannuation Guarantee Contributions (SGC) on Ordinary Time Earnings (OTE) will be paid on the same day as wages/salary (or as otherwise required by Law), so that they are received by your nominated Super fund within seven (7) Business days of the Employer's Pay Day.

6. In Australia, an Employer is **NOT required** to facilitate *additional* superannuation contributions (including Personal Salary Sacrificed Superannuation or any other Personal Additional Superannuation arrangements) *beyond* its compulsory Superannuation Guarantee obligations. The Employer may, at its absolute discretion and by separate written Agreement only, facilitate salary sacrifice contributions from the Employee's pre-tax salary. Any such Employer-approved *additional Non-Compulsory Employee Remuneration Benefit* will be detailed at **Item 10 of Schedule 1** and will be subject to compliance with Superannuation and any other relevant Australian Laws and will not result in any disadvantage to the Employer (including administrative burden, compliance / dispute / claim risks) or the Employee (e.g. reduced take-home pay affecting cash flow, lower base for Leave / Redundancy calculations, impact on income-tested Government benefits, borrowing capacity or excess contributions tax). The following has been provided for *information purposes only* regarding this:

- Should you wish to make further Voluntary Superannuation Contributions (whether by salary sacrifice of pre-tax salary, personal Concessional Contributions with a Tax Deduction Claim or Non-Concessional After-Tax Contributions), such arrangements are always your own responsibility and NOT the Employers responsibility – in any case, if such benefits are offered by the Business, the Employer undertakes only a facilitator role of the benefit offered.
- All additional contributions must comply with Superannuation Laws and any Australian Taxation Office requirements, including applicable contribution caps (for the current caps and related rules, refer to the Australian Taxation Office (ATO) website at [www.ato.gov.au](http://www.ato.gov.au) under '*Contributions Caps*' or '*Key Superannuation Rates and Thresholds*'). Excess contributions may be subject to additional tax. Other limitations may apply (e.g. Division 293 Tax, work test

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requirements for certain ages, total superannuation balance restrictions on non-concessional contributions and carry-forward or bring-forward rules where eligible).

- For detailed guidance on available options, current caps, eligibility, Tax implications and procedures (including forms such as *Notice of Intent to Claim a Deduction*), refer to the ATO website at [www.ato.gov.au](http://www.ato.gov.au) (under sections relating to super contributions) or contact your Superannuation Fund directly.
7. The Employee should always seek independent Financial or Taxation Advice as appropriate to their own personal circumstances. The Employer cannot provide you with this advice.

## (J) Leave Entitlements & Public Holidays

1. The Employee is entitled to Leave in accordance with the *National Employment Standards (NES)* set out in the *Fair Work Act 2009 (Cth)*, as amended from time to time, and any applicable modern Award, Enterprise Agreement or other Industrial Instrument that covers their Employment with the Employer. The Fair Work Information Statements (FWIS) are the key official documents that outline minimum workplace entitlements under Australian Law, including Leave under the *National Employment Standards (NES)* in the *Fair Work Act 2009*. For clarity, and *as only applicable to your appointment specified within this Agreement*, Leave entitlements *typically* accrue or apply as follows:
- **Paid Annual Leave (AL) (plus Leave Loading):** accrue up to four (4) weeks per year for Full-time Employees (pro-rata for Part-time Employees; NO paid entitlement for Casual Employees as this Employment Type receives a Casual Loading In Lieu Of (ILO) Paid Annual Leave). In the case where the Employee qualifies as a 'Shiftworker' (as defined in the *NES* or relevant Industrial Instrument - Refer to **Item 12 in Schedule 1**), the Employee receives five (5) weeks per year (pro-rata) instead (Shiftworkers are *typically* those Employees regularly rostered to work Sundays and Public Holidays in a Continuous 7-day Shift operation – refer to the relevant Industrial Instrument to validate this definition and how it applies to you as an Employee).
  - **Paid Personal Leave (i.e. Sick / Carer's Leave):** accrue up to ten (10) days per year for Full-time Employees (pro-rata for Part-time Employees; NO paid entitlement for Casuels). You MUST provide satisfactory documentary evidence *if requested by the Employer* (e.g. this is common where Leave is for greater than one (1) or two (2) days, or where Leave is taken on a day either side of a Public Holiday). Personal (Sick / Carer's) Leave accumulates progressively from year to year and is NOT paid out on Termination of Employment, except in the extremely limited and exceptional circumstances. This Leave may be taken for the following purposes:
    - (a) Because the Employee is not fit for work because of a personal illness or personal injury affecting the Employee; or

- (b) To provide care or support to a member of the Employee's immediate family or household who requires care or support because of a personal illness or personal injury affecting the member, or an unexpected emergency affecting the member. *For the purposes of this Carer's entitlement:*
- Full/Part-time Employees will be granted two (2) days *Unpaid Carer's Leave* which ONLY APPLIES AFTER any Paid Personal Leave entitlement is exhausted AND proof is also provided. Casuals are entitled to two (2) days *Unpaid Carer's Leave* also.
  - Rights under this Clause arise each time you need to care for or support an *immediate family member or other member of your household* due to their illness or an unexpected emergency.
- **Paid Compassionate Leave (i.e. Bereavement Leave):** Two (2) days per occasion for Full-time and Part-time Employees (*Unpaid for Casuals*). Untaken Compassionate Leave does not accumulate from occasion to occasion and is not paid out upon Employment Termination.
  - **Paid Family and Domestic Violence Leave:** Ten (10) days per 12-month period (applies to all Employees, including Casuals).
  - **Long Service Leave (LSL):** Full-time, Part-time and Casual Employees are entitled to accrue Long Service Leave (including any pro-rata payout on termination) in accordance with the applicable State or Territory Long Service Leave legislation and any relevant Industrial Instrument (such as an Award or Enterprise Agreement). This may include paid Leave after a qualifying period of continuous service (typically 7–10 years, varying by Jurisdiction), with pro-rata payments often available on termination after a shorter period (usually 5–7 years).
  - **Other Leave** - In addition to the Leave types specified in this Contract, the Employee may be entitled to other forms of Leave in accordance with the *National Employment Standards (NES)* under the *Fair Work Act 2009 (Cth)*, as amended from time to time, and any applicable modern Award, Enterprise Agreement or other Industrial Instrument (including, but not limited to, Community Service Leave and Parental Leave). Any other additional Leave not required by Law (such as Study Leave or other discretionary Leave) is entirely at the Employer's sole discretion, subject to the Employer's policies, procedures and approval at the time of the request and the Employer may grant, refuse or impose conditions on such Leave without obligation to provide reasons.
2. All Leave accrues and must be taken and is managed in accordance with the requirements of the *Fair Work Act 2009 (Cth)*, the *NES* and the Industrial Instrument applicable to your appointment (including any notice, evidence and approval requirements).
  3. Annual Leave must be taken at a time or times to be approved by the Employer.
  4. You must always give the Employer notice of taking Leave (planned or unplanned) as soon as practicable and advise the Employer of the period or expected duration of the Leave.
  5. If the Employee has accrued more than eight (8) weeks of paid Annual Leave [or ten (10) weeks in the case of a Shift worker as defined in the relevant Industrial Instrument], the

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Employer and Employee will first genuinely attempt to agree on how to reduce or eliminate the Leave accrual component that is considered 'excessive' in nature by the Business. If no agreement is reached, the Employer may direct the Employee in writing to take one (1) or more periods of paid Annual Leave in accordance with the *National Employment Standards* and the relevant Industrial Instrument (any applicable modern Award, Enterprise Agreement or other Instrument). Any such direction will:

- be reasonable;
  - not reduce the Employee's remaining accrued paid Annual Leave balance below six (6) weeks (after taking into account other agreed Leave arrangements);
  - involve Leave periods of at least one (1) week;
  - ensure the Leave commences no earlier than eight (8) weeks and no later than twelve (12) months after the date of the direction; and
  - comply with all other requirements of the applicable Industrial Instrument and Law.
6. The Employee is entitled to be absent from work on any day or part-day that is a Public Holiday in the place where they are usually based for work, in accordance with the *National Employment Standards (NES)* under the *Fair Work Act 2009 (Cth)*. The Employer *may* request the Employee to work on a Public Holiday (full or part-day). The Employee may refuse the request if the refusal is reasonable. If the Employee works on a Public Holiday, they will be paid in accordance with the *NES*, any applicable modern Award, Enterprise Agreement or other Industrial Instrument applicable to this Employment offer and Contract.
7. The Employer *may* operate an Annual Temporary Closure Period over the Christmas and New Year holidays (or at other times as notified), during which the Business ceases or operates with a reduced Workforce. Where this temporary shutdown applies and the Employer intends to direct Employees to take paid Annual Leave during this period:
- The Employer will provide affected Employees with at least 28 days' written notice (or a shorter period if agreed by the majority of affected Employees) of the shutdown dates and the direction to take Annual Leave, in accordance with the requirements of the *National Employment Standards (NES)*, any applicable modern Award, Enterprise Agreement or other Industrial Instrument.
  - Employees are required to take any accrued but untaken paid Annual Leave entitlements during the shutdown period, to the extent the direction is reasonable and complies with applicable Laws and instruments.
  - If an Employee has insufficient accrued paid Annual Leave to cover the full shutdown period, the Parties *may* agree (in writing) for the Employee to take Unpaid Leave for the shortfall. The Employer will **NOT** direct or require Unpaid leave without such Agreement.
  - Any Public Holidays falling within the shutdown period will be paid in accordance with the *National Employment Standards (NES)* and will NOT be deducted from Annual Leave balances. This *NES* rule applies and takes precedence over any modern Award or Agreement conditions that provide additional Annual Leave (for

example, an extra week for Employees who are typically required to work on a Public Holiday).

- The Employer may vary or cancel the shutdown period with reasonable notice.

### **(K) Provision of the Employer's Equipment/Resources**

1. All property, equipment, resources and documents provided by the Employer to the Employee (including but not limited to keys, credit cards, security codes / passwords / combinations, access cards, tools, toolboxes, mobile phones, laptops, tablets, other electronic devices, computers, software, USB/storage devices, motor vehicles, business cards, manuals, plans, sketches, notes, designs, minutes, concept / research / financial / supply / sales / marketing documents, client lists / databases / records, diaries and any copies or materials thereof) remain the sole property of the Employer at all times.
2. Any property or resources provided to you by the Employer may only be used for legitimate Business purposes as directed by the Employer, unless specifically authorised in writing by the Employer for other use (e.g. reasonable personal use of a Business Mobile phone or device, subject to the Employer's Policies).
  - a. Keys, credit cards, security codes / passwords, access cards and similar highly confidential items must be used strictly for Business purposes only — no personal use is permitted. The Employee must not share, copy, duplicate or communicate these items to any unauthorised person.
  - b. Tools, toolboxes and similar items must be used solely for work purposes, must not be altered or misused and the Employee is responsible for their secure storage and safe-keeping.
  - c. Business mobile phones, laptops, tablets or other electronic devices may be subject to reasonable personal use only if expressly authorised by the Employer and in accordance with the relevant technology Policies in **The Worker's Handbook** or other guidelines.

All use is subject to the Terms and Conditions in the Employer's Policies, Procedures and Guidelines (including **The Worker's Handbook**), which may be varied, updated or withdrawn by the Employer from time-to-time with reasonable notice.

3. The Employee agrees that they will:
  - always keep any Business equipment secured (including not leaving it unattended in public places, ensuring it is locked away in the boot of a car out of sight when not in use, and taking all reasonable precautions against theft or loss);
  - not permit others to use the equipment unless expressly authorised in writing by the Employer to do so;
  - maintain all Business equipment issued to you (as the Employee) in the same condition as when it was issued (subject to fair wear and tear);

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- advise the appropriate Delegated Business Leader promptly if maintenance, servicing or repair is required;
  - report any damage, loss or theft of Business equipment to the assigned Delegated Business Leader as soon as reasonably practicable;
  - follow all relevant Business Policies and Procedures relating to the equipment; and
  - return all items issued to you (as the Employee) immediately upon Resignation, Termination of Employment (for any reason) or as otherwise any other time directed by the Employer.
4. The Employee is responsible for the safekeeping and proper care of all Employer property and documents in their possession or control and must take reasonable care to prevent loss, damage or unauthorised access.
  5. The Employee will be liable to compensate the Employer for any loss of, or damage to, such property or documents caused by the Employee's fault, negligence, recklessness, carelessness or wilful misconduct (excluding fair wear and tear). Compensation will be based on the reasonable cost of repair or replacement, with evidence provided to the Employee by the Employer of such costs.
  6. The Employee understands and acknowledges that:
    - they will be held responsible for any loss or damage to the issued items caused by their own negligence, recklessness or carelessness; and
    - if they do not return the items as required above, the Employer may pursue recovery of the reasonable replacement / repair costs directly (to the extent permitted by Law).
  7. The Employer reserves the right to vary, alter, withdraw or impose new Conditions on the provision of any Business Property or Resources and will provide reasonable notice of such changes.
  8. The Employee must immediately return all Employer Property and Documents (in good condition subject to fair wear and tear) in their possession or control:
    - at any time during Employment, upon request by the Employer; and
    - upon termination of Employment (for any reason), or by any earlier date directed by the Employer.

Failure to return the items by the required date may result in the Employer:

- pursuing recovery of the reasonable replacement or repair costs as a debt owed by the Employee; and
- to the extent permitted by Law (including under *section 324 of the Fair Work Act 2009 (Cth)* where the Employee has provided *appropriate written authorisation*), withholding any final pay or entitlements until the items are returned or the reasonable costs are recovered.

## **(L) Employee Obligations**

1. During your Employment, you must:

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- (a) faithfully and diligently perform the duties, exercise the powers and accept the responsibilities that may be assigned to you from time to time having regard to your skills, training and experience;
- (b) at all times, behave in a professional, business-like and courteous manner;
- (c) act in the Employer's best interests and not use your position for an improper purpose or for private benefit;
- (d) use your best endeavours to promote the interests of the Employer;
- (e) not, without the Employer's prior consent, engage in any other paid Employment or business;
- (f) disclose to the Employer, at the earliest opportunity, all potential or actual conflict between your personal interests and the interests of the Employer and any other matters likely to impact on the performance of your duties;
- (g) on discovery, not allow a potential or actual conflict of interest to continue;
- (h) not compete with the Employer by undertaking any appointment, position or work that results in you competing with the Employer or otherwise adversely affect the Employer's ongoing success;
- (i) protect the property of the Employer from theft, damage or neglect and give notice immediately to the Employer of any such theft, damage or neglect which may come to your attention;
- (j) read, understand and comply with the Employer's Workplace Health and Safety Policies and Procedures as varied from time to time;
- (k) comply with all reasonable directions and instructions made or given by the Employer from time to time, including in relation to Protection of Intellectual Property (IP), Confidential information, Workplace Conduct and Health and Safety;
- (l) comply with all Legal requirements in connection with the Employment; and
- (m) maintain all qualifications or licences (which may also include a valid Driver's Licence) required in order to Lawfully undertake your role under this Agreement and you agree to undertake any associated training necessary before expiry so that it has no impact on Business operations and continuity.
- (n) comply at all times with any other Regulatory Code of Conduct, Practice Standards and any Mandatory Training Requirements required of your role.

### **(M) Restraints of Trade (Other Employment and Conflicts of Interest)**

1. During your Employment, you must not (directly or indirectly, and whether or not for reward):
  - be involved in any Business, Employment, or activity that conflicts or could reasonably conflict with the Employer's Business, competes or could compete with it, or impairs or could impair your ability to act in the Employer's best interests; or

- solicit, entice, induce or attempt to entice away any Employee of the Employer to depart Employment, or engage or retain any such Employee for services competitive with the Employer; or
- solicit, canvass, interfere with, or accept work from any client, prospective client, or supplier of the Employer for services competitive with the Employer,

unless you first obtain the Employer's prior written consent (which may be withheld in the Employer's absolute discretion).

2. For a period of six (6) months after the termination of your Employment (the 'Restraint Period'), you must not (directly or indirectly):

- solicit, entice, induce or attempt to entice away any Employee of the Employer to leave their Employment, or engage or retain any such Employee for services competitive with the Employer; or
- solicit, canvass, interfere with, or accept work from any client or prospective client of the Employer (with whom you had material contact during the last 12 months of Employment) for services competitive with the Employer,

unless you first obtain the Employer's prior written consent.

If a court determines that the 6-month period is unreasonable or unenforceable, the Restraint Period will instead be three (3) months.

3. You acknowledge that the restraints in this Contract are reasonable and necessary to protect the Employer's legitimate Business interests (including Confidential information, client relationships, workforce stability and goodwill) and go no further than is reasonably required.
4. You agree that if you breach (or threaten to breach) these restraints, damages alone may be inadequate and the Employer may seek injunctive relief (including interim or interlocutory injunctions) or any other equitable or Legal remedy available.

## **(N) Confidential Information**

1. Unless otherwise required by applicable Laws or Regulations, you Agree to the following for the duration of and after your Employment ends with the Employer:
  - Not to use Confidential information for any purpose other than for the benefit of the Employer; and
  - To refrain from any direct or indirect disclosure of Confidential information to a third Party, other than in the appropriate course of carrying out your duties; and
  - You will abide by any associated Policies outlined in **The Worker's Handbook**.

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## **(O) Intellectual Property (IP)**

1. All Intellectual Property (IP) Rights arising from any works created or developed by you throughout your Employment (whether alone or with others and whether during work hours, on the Employer's premises, using the Employer's resources or Confidential Information or otherwise in the course of your Employment) will belong to the Employer. All such Intellectual Property (IP) is created for the benefit of the Employer and relates to, or is along the lines of, the actual or anticipated Business, activities, work or investigations of the Employer.
2. You must immediately disclose to the Employer in writing full details of any Intellectual Property (IP) created or developed by you during your Employment.
3. All existing and future Intellectual Property (IP) Rights, title and interest in all works created or developed by you during your Employment (whether alone or with others) vest in and belong to the Employer immediately upon creation. *To the extent any such Rights DO NOT automatically vest in the Employer, you irrevocably and unconditionally assign to the Employer all such Rights throughout the whole World effective from the date of creation.* This assignment is absolute, perpetual, royalty-free and without restriction as to Territory or use. You agree to execute all documents, provide all assistance, give all consents and do all other things reasonably required by the Employer to give effect to, perfect, record or evidence this assignment or to enable the Employer to obtain, defend, enforce or exploit the assigned Rights.
4. To the fullest extent permitted by *Part IX of the Copyright Act 1968 (Cth)* (and any equivalent Law in any other Jurisdiction), you irrevocably and unconditionally:
  - Consent to any *Act* or *Omission* by the Employer or any person authorised by the Employer that would otherwise infringe your Moral Rights in any Works created or to be created by you in the course of your Employment (whether before or after this consent is given);
  - Waive all existing and future Moral Rights in those Works; and
  - Agree not to assert any Moral Rights against the Employer or any person claiming Rights through the Employer. You acknowledge that this consent and waiver is given voluntarily and without reliance on any representation made by the Employer.
5. You indemnify the Employer (and keep it indemnified) against all liabilities, losses, costs, expenses (including '*Reasonable Legal Costs (RLC)*' on a Full Indemnity basis) and damages suffered or incurred by the Employer arising from any breach by you of this Clause. The Rights and Obligations under this Clause survive the termination of your Employment for any reason.

## **(P) Training**

1. From time to time, the Employer *may* fund or pay for the Employee to attend Training Courses or other Professional Development Session(s) (PDS) relevant to their Duties.

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2. In consideration of the Employer incurring the costs of such Training (e.g. 'Reasonable' course fees, textbooks, travel, accommodation or any other 'reasonable' expense considering Business size and Financial Position), the Employee agrees to repay the Employer a proportion of the Costs if the Employee ceases Employment before a specified period, subject to the following:

a. Repayment Obligations

The Employee will repay the Employer the Costs (or a proportion thereof) as follows, provided the Employer has incurred liability for the Costs and the repayment is 'reasonable' in the circumstances:

- If Employment ceases BEFORE attending the Training **BUT** the Employer has already INCURRED LIABILITY: 100% of the irrecoverable Costs (or such proportion the Employer cannot recover from the Provider).
- If Employment ceases DURING the Training **OR** WITHIN SIX (6) MONTHS OF COMPLETION: 100% of the Costs.
- If Employment ceases MORE THAN SIX (6) MONTHS BUT NO MORE THAN TWELVE (12) MONTHS AFTER COMPLETION: 50% of the Costs.
- If Employment ceases MORE THAN TWELVE (12) MONTHS AFTER COMPLETION: NO Repayment Is Required.

b. Exemptions from Repayment

No repayment is required if:

- The Employer terminates the Employment (except where the Employer was entitled to and did terminate summarily for serious misconduct OR the termination resulted from the Employee's breach of this Contract OR was pursuant to the Employee's application for Voluntary Redundancy); OR
- The Employee terminates in response to a fundamental breach of the Contract by the Employer (including serious non-payment of entitlements or unsafe work conditions).

c. Minimum Requirements and Compliance

- The Costs recoverable are limited to 'reasonable', actual expenses directly related to the Training and must *NOT exceed the benefit to the Employee* (e.g. transferable skills or qualifications).
- The Employer will ensure the Training and repayment Terms comply with the *National Employment Standards (NES)*, any applicable modern Award or Enterprise Agreement or other Industrial Instrument and *Section 325 of the Fair Work Act 2009 (Cth)* (requirements to spend or repay money must not be unreasonable or principally for the Employer's benefit).
- Any repayment will be calculated and demanded in writing, with evidence of Costs provided to the Employee.

d. Payment and Set-Off

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Repayment is due within 30 days of written demand (or as otherwise agreed). The Employer may deduct the amount from any final entitlements (e.g. Salary/Wages, payment In Lieu Of (ILO) notice, accrued Annual Leave or other remuneration) only to the extent permitted by Law (including with the Employee's written authorisation under *Section 324 of the Fair Work Act* and where principally for the Employee's benefit). Otherwise, repayment must be made directly by the Employee.

#### e. Tax on Waiver

If the Employer waives or forgives any repayment obligation, the Employee will be solely responsible for any Income Tax (IT), Fringe Benefits Tax (FBT) or other Tax Liability (TL) arising from the waiver and indemnifies the Employer against such liabilities.

### **(Q) Termination of Employment**

1. The Employer may terminate the Employee's Employment immediately for '**serious misconduct**' without prior notice and without payment In Lieu Of (ILO) notice, if the Employee:
  - Commits any serious or persistent Breach of any provisions of this Contract;
  - Engages in Serious Misconduct or Willful Neglect in the discharge of duties, including but not limited to Dishonesty, Fraud, Breach of Workplace Safety Provisions, Willful Damage to the Employer's Property (i.e. intentional or reckless destruction or damage of another Person or Entity's property without Lawful justification e.g. vandalism, graffiti or smashing windows), use of illegal substances, gross negligence or unauthorised absenteeism;
  - Commits any act which may bring the Employer or any of its related Body Corporate(s) into disrepute;
  - Becomes Bankrupt or makes any arrangement or composition with creditors;
  - Becomes of insufficient cognitive or intellectual thought processing;
  - Breaches obligations under this Contract regarding Non-Solicitation of Clients and Employees;
  - Loses their Driver's Licence and is unable to fulfil the Duties to the same level as prior to the loss of their Driver's Licence;
  - Breaches obligations under this Contract in relation to Confidential information or Intellectual Property (IP); and/or
  - Is convicted of any Criminal Offence (including under the *Corporations Act 2001 (Cth)*), other than an offence which, in the reasonable opinion of the Employer, does not affect you as an Employee.

These grounds apply to all Employees (Full-time, Part-time and Casual). On such termination (*i.e. Serious Misconduct*), the Employer will pay ONLY:

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- any accrued base salary to the Termination Date (after setting off for any loss directly suffered by the Employer due to the Employee's actions causing the termination);
- any superannuation contributions payable as at the Termination Date; and
- any other amount entitled under applicable Law (e.g. pro-rata Long Service Leave in accordance with State/Territory Legislation or Industrial Instrument).
- Accrued Annual Leave entitlements as applicable (*excludes Casuals*) will be paid in accordance with the *National Employment Standards (NES)* and any relevant Industrial Instrument.

2. In the case of a **general Termination on Notice (Without Cause)** and subject to Termination Reason being 'Serious Misconduct' and any applicable modern Award, Enterprise Agreement or other Industrial Instrument:

- For Full-time and Part-time Employees — Following completion of the Probationary Period, either Party may terminate the Employment at any time by giving written notice in accordance with the table below or the Industrial Instrument, whichever is more favourable to the Employee:

LENGTH OF CONTINUOUS SERVICE	NOTICE PERIOD
Less than one (1) Year [ <b>&lt;1Y</b> ]	1 Week [1W]
Greater than one (1) Year [ <b>&gt;1Y</b> ] <b>BUT</b> Less than three (3) Years [ <b>&lt;3Y</b> ]	2 Weeks [2W]
Greater than three (3) Years [ <b>&gt;3Y</b> ] <b>BUT</b> Less than five (5) Years [ <b>&lt;5Y</b> ]	3 Weeks [3W]
Greater than five (5) Years [ <b>&gt;5Y</b> ]	4 Weeks [4W]
<b>IMPORTANT NOTE:</b> An Additional one (1) Week Notice <b>applies ONLY IF</b> the Employee meets ALL of the following: <ul style="list-style-type: none"> <li>• <i>Departs Business due to a 'Reason' that is 'NOT Resignation'; AND</i></li> <li>• <i>Has greater than two (2) Years [<b>&gt;2Y</b>] of Continuous Service; AND</i></li> <li>• <i>Is over 45 years of age at the time Notice is given.</i></li> </ul>	

In the case of Full-time or Part-time Employees, the Employer may (at its sole discretion) make payment In Lieu Of (ILO) (all or part of) the Notice period (or a combination) **OR** direct the Employee during the Notice period (where applicable) to **NOT** attend work or perform duties (*i.e. Gardening Leave*), assign alternative duties **OR** continue work as the Employee would normally undertake work. The Employee must comply and remains bound by all obligations (including Confidentiality) during this time.

For Casual Employees — Either Party may terminate the Employment in writing at any time without notice and without payment In Lieu Of (ILO) notice, in accordance with the *NES (NB. Casual Employees are NOT entitled to Notice of Termination)*.

3. On Employment Departure (Termination for any Reason):

- The Employer will pay all outstanding entitlements required by Law and this Employment offer and Agreement, including any accrued but untaken Annual Leave (pro-rata for Part-time) if applicable (*Excludes Casuals*), payment for time worked and any other *NES* Entitlements relevant to this Employment offer and Agreement.

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- If the Employee owes moneys (e.g. overpaid leave, loans, advances, or other debts), the Employer may deduct such amounts from the final pay, to the extent permitted by Law.
  - In cases of Termination for reason of 'serious misconduct', payments are limited as set out in this Employment Agreement, subject to mandatory *NES* requirements (e.g. accrued but untaken Annual Leave must be paid if applicable - excludes Casuals).
  - The Employee must immediately return to the Employer all property in their possession or control relating to the Employer's Business, including but not limited to documents, records, reports, computers and software, equipment, Confidential Information, credit cards, keys, security passes and any other items.
  - The Employee must provide all relevant passwords to computers, systems or files that were in their care or control during Employment.
  - The Employee must irretrievably delete any Confidential Information stored on personal devices, magnetic/optical disks, memory or other media outside the Employer's premises and all matter derived from those sources.
  - The Employee must repay any outstanding loans, advances against Pay/Leave or other moneys owed to the Employer.
  - If the Employer's property is not returned by the final day by the Employee, the Employer may withhold final pay (to the extent permitted by Law) until returned.
4. If the Employee's position becomes genuinely redundant (as defined under the *Fair Work Act 2009 (Cth)*, meaning the job is no longer required to be performed by anyone, consultation requirements have been met, and reasonable redeployment opportunities have been considered), the Employer will comply with its obligations under the *National Employment Standards (NES)*, any applicable modern Award, Enterprise Agreement or other Industrial Instrument and relevant Law.

### **(R) Assignment of Rights**

1. The Employee must not assign, transfer, subcontract or otherwise deal with any of their Rights, Benefits or Obligations under this Contract without the prior written consent of the Employer (which may be withheld at the Employer's absolute discretion).
2. The Employer may assign, transfer or novate its Rights and Obligations under this Contract to any related Body Corporate, Successor or Third Party (including in connection with a sale, merger, restructure, or transfer of business) without the Employee's consent.
3. The Employer will notify the Employee of any such assignment, transfer or novation as soon as reasonably practicable after it occurs.

### **(S) Governing Law and Jurisdiction**

1. This Agreement is Governed by the Laws of Australia, in the State set out in **Item 8 of Schedule 1**, to which the Volunteer Services are primarily performed.

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2. This Contract is governed by the Laws of Queensland, Australia.
3. The parties submit to the non-exclusive Jurisdiction of the courts of Queensland for any disputes arising under or in connection with this Contract.
4. This Agreement is to be interpreted and applied in accordance with the *Fair Work Act 2009 (Cth)*, the *National Employment Standards (NES)*, any applicable modern Award or Enterprise Agreement and all other relevant Australian Laws as amended from time to time.

#### **(T) Variations of Contract Terms**

1. This Contract constitutes the entire Agreement between the Employer and the Employee regarding the Employee's Employment. It supersedes all prior Agreements, understandings, negotiations, representations or discussions (whether oral or written) relating to the subject matter. No representations or warranties have been given by either Party other than those contained in this Contract.
2. This Contract may be varied from time to time by written agreement signed by both the Employee and the Employer. No variation will be binding unless documented in writing.
3. The Terms of this Contract, however, may be varied or supplemented by the operation of any applicable Australian Law, Legislation, Award, Enterprise Agreement or the *National Employment Standards* at any time, and such Legal requirements and compliance will prevail to the extent of any inconsistency.

#### **(U) Severability**

1. If any Provision (or part of a Provision) of this Contract is or becomes invalid, illegal, unenforceable or voidable under any statute, rule of Law, or by a court of competent Jurisdiction, that Provision (or Part) will be severed from the Contract to the extent necessary, without affecting the Validity, Legality or Enforceability of the remaining provisions within this Contract.

#### **(V) Notices**

1. Any Notice required or permitted to be given under this Contract MUST be in writing and may be delivered by one or more of the following methods:
  - (a) by Hand (Personal Delivery);
  - (b) by Pre-paid Registered Post or Express Post; OR
  - (c) by Email to the email address last notified by the Recipient for the purposes of this Contract (OR any other email address nominated in writing by the Recipient).
2. Deemed Receipt

A Notice is taken to have been 'received' (and is Effective) as follows:

  - **If delivered by Hand:** on the Date of Delivery.

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- **If sent by Pre-Paid Registered or Express Post:** Two (2) Business days after posting (for addresses within Australia) or Ten (10) Business days after posting (for International addresses).
  - **If sent by Email:** at the time the email is sent, provided that the sender does not receive an Automated 'Delivery Failure' Notification. If an Automated Delivery Failure Notification is received, the Notice is not taken to have been received until it is successfully delivered by another method permitted under this Clause.
  - If a Notice is received or deemed 'received' after 5:00pm on a Business day, or on a Non-Business day, in the place of receipt, it is taken to have been received at 9:00am on the next Business day in that place.
3. Each Party **MUST promptly** notify the other of any change to their contact details. A Party *may rely only on the contact details last notified* by the other Party *unless* they have actual knowledge of a change.

### **(W) Waiver**

1. No waiver by either Party of any breach or default under this Contract will be deemed a waiver of any subsequent breach or default of the same or similar nature, nor will any failure or delay to exercise any Right or Remedy operate as a waiver of that Right or Remedy.

## **(X) Acknowledgement, Acceptance and Agreement**

This letter of offer and Employment Contract constitutes the entire Agreement between the Employer and the Employee in relation to the Employee's Employment and sets out all the Terms and Conditions of Employment. This Agreement supersedes and extinguishes all prior Agreements, arrangements, understandings, negotiations, representations, warranties or discussions (whether oral or in writing) between the parties relating to the subject matter of this Employment. For the avoidance of doubt, this does not affect any Rights or Obligations arising under the *National Employment Standards (NES)*, any applicable modern Award, Enterprise Agreement (EA) or other Legislation that cannot be excluded by Agreement.

If you have any questions about this Employment Contract, please send your concerns in writing prior to signing and via the nominated email address provided immediately below.

### **Offered and Agreed by (or on behalf of) the Employer:**

[Sender\_Signature] [Document\_Date]  
[Authorised Signatory Full Name]  
[Authorised Signatory Position Title], [Entity Name]

### **Employee Authority - Accepted and Agreed by the Employee:**

**Note:** If Employee is under 18 years old - Parent/Guardian consent is also required alongside this acceptance - Parent Consent Authority follows this Employee Authority.

I, [Employee Full Name] (DOB: [Date of Birth]) of [Address Line 1] [Address Line 2], [CITY] [STATE] [POSTCODE] accept [Entity Name]'s letter offering Employment as [Employment Type e.g. Full-time \ Part-time \ Casual] [Hours Per Week: 'Hrs/Wk' OR 'N/A - Casual' for Casual Employment]; Contract Type: [Contract Type e.g. Permanent \ Fixed-Term \ N/A - Casual] [Position Title e.g. [MA000002] Administration: Level 5 - Payroll Manager] and acknowledge and accept my first working day on [Start Date]. I acknowledge and confirm that:

- I will provide the Employer with all required **Workplace Clearance Documents** (Refer to **Part C**) related to this appointment as soon as possible and prior to my first working day.
- I have received a copy of the Fair Work Information Statement (including the Casual Employment Information Statement and/or Fixed Term Contract Information Statement where applicable to my Employment Type also);
- I understand it is my responsibility to obtain independent legal, financial, taxation, superannuation or any other professional advice as appropriate to my personal circumstances prior to accepting and signing this Contract. I acknowledge and accept that the Employer cannot and does not provide such advice;
- I acknowledge and agree that if the Employer pays for duty-specific training required by the Employer and I refuse or fail to attend/complete it without reasonable excuse or due to my neglect or misconduct, I will repay a reasonable proportion of the actual costs incurred (including course fees, travel, accommodation and related expenses), calculated on a sliding scale as set out in the **Training Clause** of this Contract. Repayment will be due within 30 days of written demand, and the Employer may deduct the amount from my final pay or entitlements only to the extent permitted by Law;
- I have read and fully understood the Terms and Conditions of Employment contained in this Agreement;
- I agree to be bound by the terms and conditions of Employment set out in this Contract;

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Item 1	Contracted Parties	<p><b>THE EMPLOYER:</b>  ABN: [Insert Business ABN]  Business Name: [Insert Business Name]  Entity Name: [Insert Entity Name]  Business Address: [Business Address Line 1] [Address Line 2] [SUBURB] [STATE] [COUNTRY]  Contact Details: Delegate Name: [Insert Delegate Name]  Contact Phone: [Insert Contact Phone]  Contact Email: [Insert Contact Email]</p> <p><b>THE EMPLOYEE:</b>  Employee Full Name: [Insert Employee's Full Name]  Employee Address: [Employee Address Line 1] [Employee Address Line 2] [SUBURB] [STATE] [COUNTRY]  Contact Phone: [Insert Contact Phone]  Contact Email: [Insert Contact Email]</p>
Item 2	Position	<p>Position: [[MA000002] Administration: Level 5 - Payroll Manager]</p> <p><i>Statutory Minimum Standard and Industrial Instrument(s) (as applicable to this appointment):</i></p> <ul style="list-style-type: none"> <li>• <b>National Employment Standards (NES)</b></li> <li>• <b>Fair Work Act 2009 (Cth)</b></li> <li>• <b>[Modern Award or Enterprise Agreement or Award/EA-Free]</b></li> </ul>
Item 3	Duties	As per the Employer's Position Description or Key Duties and Responsibilities described within <b>Annex B</b> in this Agreement and as varied, amended and allocated to you from time-to-time.
Item 4	Reporting To [Role Title]	[Role or Position Title]
Item 5	Location and Governing Law of this Contract <i>[i.e. the State in Australia to which the Employment is governed and typically undertaken within. The Contracted parties irrevocably submit to the non-exclusive jurisdiction of the courts of the State/Territory referred to in this Governing Law (GL) (and any other courts competent to hear an appeal) for any dispute arising out of or in connection with this Agreement.]</i>	<p><i>Primary Business Office Location ('On-Site' Address):</i>  [Business Address]</p> <p><i>Your Agreed Usual Work Location upon Commencement:</i>  [Location e.g. Business \ Employee's Address]  [Specify Arrangement e.g. Off-site \ Hybrid \ On-Site]</p> <p><i>Governing Law of this Contract (i.e. State/Territory where duties are primarily performed):</i>  [e.g. QLD, Australia]</p>
Item 6	Commencement Date ('Start Date', 'First Working Day')	[Start Date]
Item 7	Probation Period	[Probation] months effective from the Employee's commencement date with [Entity's Trading Name].
Item 8	Contract Term [Expiry Date] (If Temporary OR on working Visa)	[Contract Expiry Date or N/A]
Item 9	Employment Status Type and Working Hours	<p><i>Contract Type:</i>  [Contract Type e.g. Permanent \ Fixed-Term \ N/A - Casual]</p> <p><i>Employment Type:</i>  [Employment Type e.g. Full-time \ Part-time \ Casual]</p> <p><i>Hours per Week (N/A if Casual):</i>  [Hrs/Wk OR 'N/A' for Casual]</p> <p>[FTE: [Employee FTE e.g. 1.0000, 0.98680]]</p>

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		<p>A representative four (4) week work pattern for this appointment (if applicable) is outlined below as <b>Item 12 in Schedule 1</b>.</p> <p><b>Business' Normal Hours of Operation:</b>  [e.g. Monday to Friday, 24hrs/day]</p>
Item 10	Remuneration [Salary/Wages] and Review	<p><b>Remuneration Structure:</b>  [Modern Award Remuneration (i.e. Hourly Rate) OR Award/Agreement-Free (i.e. All-Inclusive Salary)]</p> <p><b>Classification (if applicable):</b>  [Classification e.g. AO5]</p> <p><b>Remuneration:</b>  \$ [Base Hourly Rate per Hour]  Salary: \$ [Salary excl. Super - if Casual, type 'N/A - Casual']  [Note for Casuals Only: The rate above excludes the 25% casual loading entitlement.]</p> <p><b>Pay Period Frequency:</b>  [Pay Period Frequency e.g. Weekly, Fortnightly, Monthly] in arrears by Electronic Funds Transfer (EFT).</p> <p><b>PLUS [Super Percent]% superannuation</b></p> <p><b>Remuneration Review (Approximate Date):</b>  [Remuneration Review Date]</p> <p><b>Important Notes:</b></p> <ul style="list-style-type: none"> <li>• Reviews occur approximately every 12 months (or at such other intervals as the Employer may determine in its sole discretion). Any adjustment to remuneration will take effect on the first day of the next pay cycle following the date the adjustment is approved or determined. For the avoidance of doubt, no adjustment will apply retrospectively or part-way through a pay cycle.</li> <li>• Any incentive payment, bonus, commission or other discretionary benefit that may or may not become payable by the Employer to you during your Employment is excluded from this Contract and does not form part of your salary, total remuneration package, ordinary rate of pay or any entitlement under this Contract, the NES or any applicable Lawful Industrial Instrument.</li> <li>• Any other Superannuation Employer-approved <i>additional Non-Compulsory Employee Remuneration Benefit stands separately from this Contract</i> (Refer 'Part I – Superannuation' for further information).</li> </ul>
Item 11	Workplace Clearance(s), Required Registration(s), Licence(s) and/or Qualification(s)	<p><b><u>You MUST provide us with ALL of the below documentation PRIOR to commencement.</u></b></p> <ul style="list-style-type: none"> <li>• You <b>MUST</b> provide Proof of your Legal Right to Work in Australia (Refer to <b>Part C2</b> - 100-point Identity Check documentation).</li> <li>• <b>[Criminal History Check]</b></li> <li>• <b>[Driver's Licence]</b></li> <li>• <b>[Pre-employment Medical, including, but not limited to, Functional Assessment, Drug/Alcohol Screen and Medical History.]</b></li> </ul>

Item 12 continued over page...

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## **Item 12 [Schedule 1] - Representative Work Schedule**

This schedule shows a representative four (4) week working pattern for your appointment (if applicable to your appointment) with the Employer. This is indicative ONLY.

**Please Note:**

- *'Regular' or 'Fixed' hours of work generally apply only to Full-time and Part-time Employment* arrangements with consideration to *'reasonable additional hours'* in accordance with the *National Employment Standards (NES)* in the *Fair Work Act 2009 (section 62)* to meet client demands and address Business needs. Therefore, the hours shown below are **indicative only** and may vary depending on operational requirements, Business needs or changes agreed in writing that are considered *'reasonable'*.
  - *If you have been employed as a Casual Employee* please note that you are engaged on an as-needed basis with no guaranteed or regular hours. So the hours shown below in this schedule are **indicative only** for the next four (4) weeks and **DO NOT** represent a firm commitment to those shifts. The Employer may vary, reduce or cancel hours at any time based on operational needs and your Employment as a Casual Employee will continue until terminated by either Party in accordance with this Contract or applicable Law.
- **The working hours displayed below and the Award/Agreement (if applicable to this appointment) typically define whether you are employed as a 'Non-Shiftworker' or 'Shiftworker'**. The *Fair Work Act 2009 (Cth) – Section 87(1)(b)* defines a 'Shiftworker' as:
  - An Employee covered by a modern Award or Approved Enterprise Agreement that defines or describes the Employee as a 'Shiftworker' for the purposes of the *NES*; OR
  - If Award/Agreement-Free, the Employee meets the statutory definition in *s87(3): 'a seven (7) day Shiftworker who is regularly rostered to work on Sundays AND Public Holidays'*.

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
W1	WK1 MON Start-Stop (Paid Hours)	WK1 TUE Start-Stop (Paid Hours)	WK1 WED Start-Stop (Paid Hours)	W1 THU Start-Stop (Paid Hours)	W1 FRI Start-Stop (Paid Hours)	W1 SAT Start-Stop (Paid Hours)	W1 SUN Start-Stop (Paid Hours)
W2	W2 MON Start-Stop (Paid Hours)	W2 TUE Start-Stop (Paid Hours)	W2 WED Start-Stop (Paid Hours)	W2 THU Start-Stop (Paid Hours)	W2 FRI Start-Stop (Paid Hours)	W2 SAT Start-Stop (Paid Hours)	W2 SUN Start-Stop (Paid Hours)
W3	W3 MON Start-Stop (Paid Hours)	W3 TUE Start-Stop (Paid Hours)	W3 WED Start-Stop (Paid Hours)	W3 THU Start-Stop (Paid Hours)	W3 FRI Start-Stop (Paid Hours)	W3 SAT Start-Stop (Paid Hours)	W3 SUN Start-Stop (Paid Hours)
W4	W4 MON Start-Stop (Paid Hours)	W4 TUE Start-Stop (Paid Hours)	W4 WED Start-Stop (Paid Hours)	W4 THU Start-Stop (Paid Hours)	W4 FRI Start-Stop (Paid Hours)	W4 SAT Start-Stop (Paid Hours)	W4 SUN Start-Stop (Paid Hours)

- 'RO' indicates a 'Rostered Off' day (i.e. Non-Working Day).
- 'ADO' indicates an 'Accrued Day Off' - this is a paid day off *in lieu of (ILO)* compulsory hours already worked by an Employee who is *rostered* for set hours by the Business as part of the Business' own 'Compulsory' work coverage/operations and typically over a four (4) week period [also known as a Rostered Day Off (RDO)].

**Important Note:** ADO's (i.e. RDO's) are NOT the same as 'Flexible Working Arrangements'.

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## **ANNEX A – Definitions**

**Award Wage Rate** - The Employee's hourly rate is set at or above the minimum rate prescribed for their classification under the relevant Industrial Instrument (e.g. modern Award). Where the rate is above the Award minimum, it does not automatically absorb or set off entitlements such as overtime, shift loadings, penalties or allowances unless the contract explicitly provides for this and the overall payment meets or exceeds the Award minimums in each pay period (in accordance with *Fair Work* requirements and relevant case Law on set-off).

**Award Wage Rate with Shift Loading** - The Employee's hourly rate includes the base Award rate under the relevant Industrial Instrument plus any applicable shift loadings, penalties, allowances or other loadings that would otherwise be payable separately. The rate is calculated as an 'all-inclusive' or 'loaded base hourly rate' for ordinary hours worked. For additional hours (e.g. overtime or 'reasonable additional hours') the Employee is paid at this same inclusive hourly rate, provided it meets or exceeds the minimum entitlements (including overtime/penalty calculations) required under the *NES* and the Industrial Instrument in each pay period. The Employer will ensure the rate complies with all minimum requirements and does not result in underpayment.

**Award/Agreement-Free Salary** - The Employee is engaged on an 'all-inclusive salary' (or hourly rate) that incorporates and compensates for any allowances, loadings, penalties, overtime or other entitlements that might otherwise apply under an Industrial Instrument (if one were applicable). This all-inclusive arrangement is above any hypothetical Award minimums and is intended to cover all such payments comprehensively. The Employer confirms that the salary/rate satisfies the *National Employment Standards (NES)* and any other non-excludable minimum entitlements and that the Employee receives at least the equivalent of what would be payable under an applicable Award (if covered) across each pay period, including for variable hours, overtime, or penalties.

**Confidential Information** - means any information (whether oral, written, electronic or in any other form) that is not generally known to the Public and that has been or is disclosed to, or otherwise acquired by, the Employee in the course of or in connection with their Employment, including but not limited to:

- Trade secrets, know-how and other Confidential Business information;
- Intellectual Property (IP) (as defined below);
- Marketing strategies, business plans, financial data, operating margins, budgets, forecasts and pricing information;
- Client, customer, supplier, prospect and contact lists or details;
- Computer software, programs, codes, databases, systems and technical data;
- Remuneration details (including salaries, bonuses, and benefits of the Employee or others); and
- Any other commercial, operational, or strategic information relating to the Employer, any Related Entity, or any client or supplier of the Employer.

Confidential Information does not include information that:

- is or becomes Publicly available through no fault or breach by the Employee;
- was Lawfully known to the Employee prior to disclosure by the Employer (as evidenced in writing);
- is independently developed by the Employee without use of or reference to the Employer's information; or
- is Lawfully received from a Third Party without restriction on disclosure.

**Contract** - means this Employment contract (including any attached schedules, variations made in accordance with the variation Clause, and any documents expressly incorporated by reference).

**Employee** - (and references such as worker, staff, team member, you, your, or similar terms) means the person named as the Employee in this Contract.

**Enterprise Agreement (EA)** - means an Enterprise Agreement made under *Part 2-4 of the Fair Work Act 2009 (Cth)* (as amended). It is a collective Agreement negotiated between Employer(s) and Employees (or their representatives) setting minimum Employment Terms and Conditions for the covered Employees. An Enterprise Agreement has NO legal effect and is not binding until it has been APPROVED by the Fair Work Commission (which is mandatory under the Act) and, following approval, registered by the Fair Work Commission on its Public database.

**Fair Work Act** - means the *Fair Work Act 2009 (Cth)*, as amended from time to time.

**Garden (also known as Gardening) Leave** - means the period (or any part of it) during the notice period after notice of termination has been given by either the Employee or the Employer, in which the Employer directs the Employee not to attend the workplace and excuses the Employee from performing any duties, while continuing to pay the Employee's full salary and entitlements in

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accordance with this Contract. During Gardening Leave, the Employee remains bound by all obligations under this Contract (including confidentiality and fidelity) as if they were actively performing duties.

**Intellectual Property (IP)** - means all present and future Intellectual Property (IP) Rights throughout the world (whether registered or unregistered), including but not limited to:

- Patents, Inventions, Copyright, Circuit Layouts, Designs (registered and unregistered), Trade Marks, Domain Names, Business Names and Plant Breeder's Rights (PBR);
- Confidential information, know-how, trade secrets and show-how;
- Any application or right to apply for registration of any of the above; and
- Any other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields (whether arising under statute, common Law or equity).

**Industrial Instrument (or 'Lawful Industrial Instrument')** - means any document or other instrument that applies to the Employee's Employment and imposes minimum Terms and Conditions, including but not limited to:

- the *National Employment Standards (NES)* under the *Fair Work Act*;
- any modern Award made under the *Fair Work Act*;
- any Enterprise Agreement registered and approved under the *Fair Work Act*;
- any other Registered Agreement, transitional instrument or State-based Industrial Instrument that continues to apply; or
- any other Law or instrument providing minimum entitlements that cannot be excluded by Agreement.

**Moral Rights** - means the Moral Rights of Authors under *Part IX of the Copyright Act 1968 (Cth)* (as amended), including the Right of attribution of Authorship, the Right not to have Authorship falsely attributed, and the right of integrity of Authorship, and any similar rights that exist or may come to exist anywhere in the World.

**Permits** - means any licences, certificates, qualifications, accreditations, registrations, security clearances, tickets, visas or other authorisations (including any required under Work Health and Safety, Industry-specific or Regulatory Laws) that are necessary for the Employee to Lawfully and safely perform the duties of their role.

**Related Entity** - has the meaning given in *section 9 of the Corporations Act 2001 (Cth)* (which includes related Bodies Corporate, Promoters, relatives of Promoters/Directors, controlled Entities and other connected persons or Entities as defined).

**Shiftworker** - For the purpose of the additional one (1) week of Annual Leave (totalling five (5) weeks accrual per year for Full-time and Part-time Employees) provided for in *section 87(1)(b) of the Fair Work Act*, a 'Shiftworker' is an Employee covered by a modern Award or Enterprise Agreement that defines or describes the Employee as a 'Shiftworker' for the purposes of the *NES* or otherwise works a 7-day shift cycle and is regularly rostered to work on Sundays and Public Holidays. In the case where the Employee is Award/Agreement-Free apply statutory definition in *s87(3)*: 'a 7-day Shiftworker who is regularly rostered to work on Sundays and Public Holidays'.

**Works** - means all inventions, discoveries, improvements, developments, creations, ideas, concepts, designs, drawings, plans, specifications, software (including source code and object code), hardware configurations, reports, documents, databases, systems, processes, methodologies, policies, practices, materials, data and other results or outputs (whether or not protectable as Intellectual Property (IP)) that are created, developed, conceived, reduced to practice, or generated by the Employee:

- during the course of or in connection with their Employment (whether during or outside ordinary working hours);
- using the Employer's resources, facilities, time or Confidential Information; or
- otherwise relating to the Employer's actual or contemplated Business.

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## **ANNEX B – Position Description / Key Duties and Responsibilities**

[Please refer to the attached Position Description (PD) or details provided to you during the Recruitment Phase and any other duties agreed in writing or varied during your Employment Tenure (ET) from time to time.]