

Guide to Employment Contracts

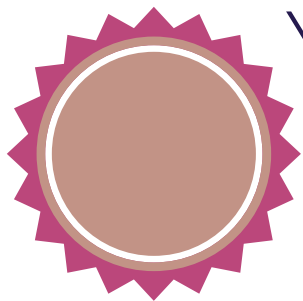
Employing new staff can be a lot of work but rest assured, our commercial team are here for you every step of the way. There is no size fits all model when it comes to this type of process but getting your obligations right is the first step. We at Aspire, are here to guide you through the legal requirements to give your the best possible outcome.

Name and personal details of both employer and the employee



Your first point of call is the details. You should ensure that all these details are spelt correctly and reflect the correct entities.

Job title



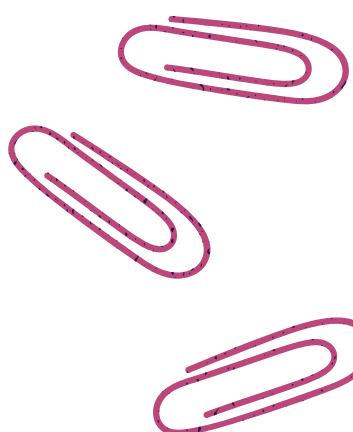
You should stipulate the role title and list the duties expected of the employee .

Requirements of the Role

A clause regarding essential requirements of the role would list requirements such as :

- ✓ A particular license such as a forklift or drivers Licence;
- ✓ A clearance check such as police check or visa;
- ✓ A particular registration such as a university degree or certificate of completion for a course.

Type of Employment



You should state the type of employment whether it be full-time, part time or casual. This will avoid any confusion when entitlements are queried.

Commencement date of employment and probationary period

If you are a permanent employee, you should have the specific employment start date and date that the probation period ends or state how many days/ months the probation period is to be.



Employers Policies, Procedures and Values

It is very important that you cover clauses stating your policies, procedures and values as these will often come in to play during an employees time with you and you can refer them back to this clause when any issue arises in this regard.



Notice Period

A Notice period is required to be given by either the employer and employee to end the employment association.

There are minimum notice periods under the *Fair Work Act* and you should ensure that these are adhered to when including this clause.



Remuneration Clause

You should set out the method of payment being salary and the amount. You should also state what is included or paid separately such as superannuation, loading, overtime, bonuses, benefits and allowances. possible commission earned should be set out separately.



Protecting Your Business

You should ensure that you include a clause safeguarding the employers property and information. This could be in relation to various things such as a laptop, phone, company vehicle or any intellectual property.



Ethics and Professional Conduct

You should include a clause prohibiting the employee from any activity which would reflect negatively on the business.



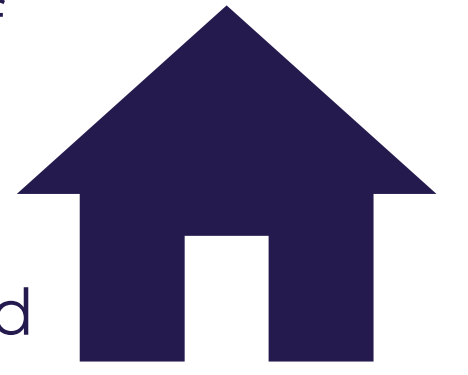
Restraint

A restraint clause typically comes in to effect when an employee leaves the business. You can enforce a restraint clause to the extent that it is 'reasonably necessary' to protect your legal business interests.



Place of work & Hours

You should clearly stipulate the address for the place of work and hours of operation of the business. Ensure if there is opportunity to work from home, this should be reflected in the agreement.



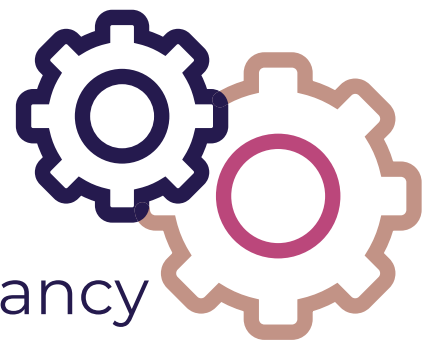
Leave Entitlements

You should ensure that this clause coincides with the The National Employment Standards (NES) as they provide compulsory minimum standards for various types of leave such as annual leave, personal leave and long service leave.



Redundancy

You should ensure that this clause reflects any conditions you may have should a redundancy take effect.



Additional Clauses

You should ensure that you include provision for clauses that stipulate restraint of trade, assignment, severability and variation of terms of agreement.



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