**AFEI Member Template:**

**External Recruitment -   
Parental Leave Contract of Employment –   
Award Covered Employees**

**THIS DOCUMENT IS ONLY A GUIDE**

AFEI recommends members consider their specific requirements when adopting a template document or policy to ensure the document meets the particular needs of your organisation.

For assistance, please call the AFEI Hotline on 02 9264 2000.

**How to use this document:**

1: Check with the AFEI Hotline as to its suitability for your needs.

2: Edit to meet your requirements by:

* **Add** relevant information in the [yellow highlighted] sections.
* **Delete** comments in the *[blue highlighted]* areas.

***[Place on Organisation Letterhead]***

[Insert Date]

[Employee]

[Address]

[Address]

Dear [Insert Name],

**[Part-Time/Full-Time] Contract of Temporary Employment — [insert position title] — S84A *Fair Work Act 2009* (Cth)**

On behalf of [Employer] (**“the Employer”**), we are pleased to offer you the [Part-Time/Full-Time]position of [insert position title] for the period expressed in this contract. This is a parental leave replacement position.

This contract of employment confirms the terms and conditions of your employment in this position.

1. **Nature and Term of Employment**
   1. As required by the *Fair Work Act 2009* (Cth),you are notified of the following:
      1. The Employer is engaging you on a temporary basis to perform the work of another employee who is taking unpaid parental leave (“the Parental Leave Employee”);
      2. The Parental Leave Employee may cancel their unpaid parental leave (**“the Leave”**) or end the Leave early and return to work in circumstances where the child is stillborn or dies within 24 months of birth;
      3. The Employer has a right to require the Parental Leave Employee to return to work if they cease to have any responsibility for the care of the child; and
      4. Upon the ending of leave, the Parental leave Employee has the right to return to their pre-parental leave position.
   2. Accordingly, your employment will commence on [insert start date] and will cease on the earlier of:
      1. [insert end date] (**“the End Date”**); or
      2. the date the Parental Leave Employee returns to their pre-parental leave position under circumstances permitted by the *Fair Work Act 2009.*
   3. However, either party may terminate your employment before the End Date in accordance with the terms of this contract.
2. **Position**
   1. You are employed by the Employer on a [part-time/full-time] basis in the replacement position of [insert position title].
   2. Your duties in the replacement position of [insert position title] include:
3. The duties as set out in Annexure 1; and [***See note below***]

***Note:*** *Attach a copy of the Position Description as Annexure 1; otherwise, list usual job requirements/duties in Annexure 1.*

1. Other such duties or projects within your skills, qualifications and experience, as the Employer may require, from time to time, to meet its operational requirements (collectively referred to as “**Duties**”).
2. **Location of Employment**
   1. Your regular location of employment is [insert location].
   2. You may be required, from time to time as directed by the Employer, to travel to other locations if reasonable and necessary in the performance of your Duties. [***See note below***]

***Note:*** *A contract of employment cannot be silent on the place of work. There must be an express or implied agreement on the point. If the contract does not include an express term the location and any flexibility as to changing locations contained therein is a question of fact.*

*It is appropriate to agree on where the normal location of employment will be and to include reasonable terms so as to allow the employer the capacity to direct the worker to perform work at other locations. In some cases employees do not have a fixed location of work and this may mean a different clause is required. For advice please contact the AFEI Hotline on (02) 9264 2000.*

1. **Award Coverage**
   1. Your employment is covered by the [insert applicable award] (“**the Award**”). Your classification under the Award is [classification].
   2. Any award that applies does so as a matter of law. Any award entitlements are not incorporated into this contract of employment as terms of contract.
2. **Remuneration**
   1. You will be paid $[XX] per [hour, week, annum] [***See note below***] (plus a superannuation entitlement paid in accordance with clause 6 of this contract) (**“Remuneration”**).

***Note:*** *This clause should be clear about what the salary/wage payments are compensating. For example, the payment may be only for ordinary hours worked, with additional payments to apply such as overtime and allowances. Alternatively, the remuneration may be intended to compensate for some or all additional payments. This clause requires careful consideration as there are high risks of non compliance with legal entitlements. For advice please contact the AFEI Hotline on (02) 9264 2000.*

* 1. You will be paid on a [weekly / fortnightly / monthly] [***See note below***] basis into your nominated bank account.

***Note:*** *Some awards require employees to be paid at least fortnightly.*

1. **Superannuation**
   1. In addition to your remuneration, the Employerwill make contributions to your nominated superannuation fund in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth) and any amending legislation. [***See note below***]

***Note:*** *Superannuation is payable to most employees for their ordinary time earnings. There are, however, minimum earnings, hours and age requirements that can impact whether superannuation is payable at all. For advice as to whether superannuation is payable, please contact the AFEI Hotline on (02) 9264 2000.*

1. **Hours of Work** 
   1. Your hours of work are [hours] per week plus any reasonable additional hours that are necessary to fulfil your duties or as otherwise directed by the Employer.
2. **Annual Leave**
   1. You are entitled to annual leave in accordance with the National Employment Standard (**“NES”**). [***See note below***]

***Note: For part-time employees:*** *As a part-time employee you accrue Annual Leave on a pro rata basis according to your Ordinary Hours worked.*

* 1. Annual leave may only be taken at times that are mutually agreed between yourself and the Employer, taking into account the operational requirements of the Employer. [***See note below***]

***Note:*** *You may have a need to include details of any additional requirements concerning annual leave, such as taking leave in conjunction with an annual closedown, or to reduce an excessive leave balance. For assistance with such amendments, please contact the AFEI Hotline on (02) 92642000.*

1. **Personal/Carer’s Leave**
   1. You are entitled to personal/carer’s leave in accordance with the NES. [***See note below***]

***Note: Include for part-time employees:*** *As a part-time employee you accrue paid Personal/Carer’s Leave on a pro rata basis according to your Ordinary Hours worked.*

* 1. You must advise the Employer as soon as possible if you are unable to attend work and propose to take personal/carer’s leave, including the expected duration of your absence.

1. **Disclosure of Criminal Offences**
   1. You undertake to disclose to the Employer as soon as possible, in writing, if you are charged with and/or convicted of any criminal offence that is likely to have an effect on your capacity to perform your Duties.
   2. Should you fail to comply with this obligation, you may face disciplinary action up to and including termination of your employment.
2. **Employer Policies and Procedures**
   1. The Employer may issue policies and procedures from time to time. For the avoidance of doubt, the Employer’s policies and procedures do not form part of this contract and are lawful and reasonable directions of the Employer. You are required to comply with any such directions. A failure to comply with the Employer’s policies and procedures may lead to disciplinary action up to and including termination of your employment. Policies and Procedures may be varied from time to time at the Employer’s sole discretion.
3. **Confidential Information**
   1. In your employment you will receive information that is confidential to the Employer. This information must only be used or disclosed for the purpose of performing your Duties with the Employer or otherwise required by law. Use or disclosure of confidential information in breach of this clause may result in disciplinary action up to and including termination of employment.
4. **Health and Safety**
   1. While at work you will take all practicable steps to:
5. ensure your own safety and the safety of others;
6. ensure your actions or inactions do not cause harm to any other person;
7. ensure that you are familiar with and comply with all health and safety policies and procedures;
8. report to management as soon as practicable, any accidents, incidents or hazards arising during the course of your employment;
9. report to management as soon as possible any of your concerns relating to health and safety; and
10. comply with the relevant work health and safety legislation.
11. **Termination of Employment before End Date** 
    1. Prior to the End Date, either party may terminate the employment at any time by giving the other party [insert amount] notice.
    2. The Employer may, at its discretion, provide you with payment in lieu of notice for all or part of the notice period prescribed in sub-clauses 14.1.
    3. On the termination of your employment, you are required to return all Employer property, in good repair and working order. Employer property includes all documents, Confidential Information, equipment, materials, keys, uniforms and any other property which are, or have been, in your possession, custody or control as a result of your employment.
    4. The Employer may terminate your employment at any time without notice or payment in lieu of notice for serious misconduct. Serious misconduct includes, but is not limited to, the following:
12. Any serious breach of the employee’s confidentiality obligations;
13. The employee being under the influence of drugs or alcohol while performing the Duties or during working hours;
14. The employee being abusive or violent, physically or otherwise, towards another person, or causing a serious risk to the health and safety of another person;
15. Failure to obey a lawful and reasonable direction by the Employer, including an employee’s failure to comply with Employer Policies and Procedures (see sub-clause 11.1 of this contract);
16. Wilful, or deliberate, behaviour by an employee that is inconsistent with the continuation of the contract of employment, including serious neglect of duty and wilful damage to or defacing property or goods at the workplace;
17. The employee committing or attempting to commit any act of fraud or dishonesty at work;
18. The employee acting in a manner that has or is likely to have a detrimental effect on the standing or reputation of the Employer.
19. **Entire Agreement**
    1. The terms and conditions in this contract constitute all the terms and conditions of your employment and replace any prior understanding or agreement between you and the Employer.
    2. The terms and conditions in this contract can only be varied by written agreement between you and the Employer.

Please confirm your acceptance of these terms and conditions by signing the enclosed duplicate of the Contract of Employment and attached position description/s and return a copy of the signed documents to me at [insert Employer address] by [insert date].

If you are unclear on anything contained in these documents, please contact me so that we can discuss it prior to you signing and returning the documents.

Yours sincerely

[Name]

[Position Title]

**Acceptance of Contract of Employment**

I understand and accept the terms and conditions of this employment contained in this document, Contract of Employment, and I undertake to comply with them.

Signed: Date:

Print Name: