

YOUR LOGO
HERE

EMPLOYMENT AGREEMENT FOR FULL TIME EMPLOYEES

DATED: THE ____ DAY OF _____ 20__

BETWEEN

Company Pty Ltd ACN 111 222 333 (“**the Employer**”)

AND

John Smith (“**the Employee**”)

EMPLOYMENT AGREEMENT FOR FULL TIME EMPLOYEES

THIS EMPLOYMENT AGREEMENT made on The ___ day of _____ 20__

BETWEEN: **Company Pty Ltd** ACN 111 222 333 having its registered office at 1 Smith Street SYDNEY NSW 2000 (“**the Employer**”);

AND: **John Smith** of 1 Perth Street Perth 5000 (“**the Employee**”).

BACKGROUND:

- A. The Employer has agreed to employ the Employee on the terms and conditions set out in this Employment Agreement and the Employee has agreed to be employed by the Employer on these terms and conditions.
- B. In this Agreement a reference to “the Act” means the *Fair Work Act 2009* (Cth).

TERMS & CONDITIONS

1. ENGAGEMENT

- 1.1. The Employee is hereby employed by the Employer. The Employee’s employment commences on 27/02/2010. The Employee must report for work on 26/02/2010 at 8:30 am at the Employer’s premises at 1 Brisbane Street Brisbane 7000 . The Employee must report to John Smith the HR Manager. In the course of employment the Employee’s place of employment may change.
- 1.2. The Employee is employed in the position of Receptionist.
- 1.3. The Employee’s duties and responsibilities (“Duties”) in this position include all the duties and responsibilities that would normally attach to that type of position. The Employer may change these Duties during the course of the Employee’s employment after consultation with the Employee.
- 1.4. In addition to the Duties, the Employee is required to fulfil the list of duties and responsibilities set out in Attachment No 1.

1.5. The Employee is employed on a full time basis.

2. PROBATIONARY PERIOD

2.1. Unless otherwise expressly agreed in writing, the first 3 months of the Employee's employment with the Employer are probationary ("the Probationary Period"). This Probationary Period allows the Employee to evaluate the position and enables the Employee's Manager to assess the Employee's suitability for and competency for the position. The Employee will be advised if the Employee has successfully completed the Probationary Period. The Employee's ongoing employment depends upon the successful completion of the Probationary Period.

2.2. Either party may terminate the employment at any time during the Probationary Period by giving one 1 week's notice or payment in lieu of notice.

3. EMPLOYEE'S OBLIGATIONS

3.1. The Employee must at all times in the course of the Employee's employment:-

- (a) act honestly and always in the best interests of the Employer;
- (b) promptly follow all lawful and proper directions of the Employer in respect to the carrying out of the Duties;
- (c) punctually attend each work day at the designated place of work at the times stipulated by the Employer;
- (d) carry out all the Duties carefully, responsibly and competently; and
- (e) co-operate and assist management and other employees as and when required.

3.2. Except with the prior consent of the Employer, the Employee must only use computers, telephones, equipment, machinery and vehicles ("Items") belonging to the Employer for proper and legitimate purposes of carrying on the Employer's business and in fulfilling the Duties. The Employee must not use any of the Items for the Employee's personal benefit without the prior written permission of the Employer.

3.3. There may be occasions when the Employee is requested by the Employer to do work which would not usually be done by a person holding the Employee's position. Notwithstanding this, the Employee must carry out such work. Nothing in this clause obliges the Employee to take on any work that is dangerous or which requires particular training or experience which the Employee does not have.

3.4. The Employee must at all times in dealings with other employees, customers, and contractors conduct himself/herself in a manner that promotes and protects the image, reputation and goodwill of the Employer and Employer's business. In particular the Employee must always:-

- (a) be courteous and attentive to customers; and
- (b) co-operate and work well with fellow employees.

3.5. The Employee must not:-

- (a) smoke in the workplace;
- (b) consume alcohol or take prohibited drugs in the workplace;
- (c) come to work intoxicated; and/or
- (d) come to work under the influence of prohibited drugs.

4. SALARY/WAGES

4.1. The Employee will commence employment on a salary of \$60 000 which includes superannuation . This will be paid to the Employee weekly by electronic funds transfer.

4.2. The Employer will pay the superannuation guarantee levy currently nine percent (9%) to a superannuation fund. The Employee may elect to join a superannuation fund of his/her choice.

4.3. Subject to any legal requirements to the contrary, the Employee may request the Employer to sacrifice a portion of the Employee's pre-tax ordinary salary/wages into the Employee's nominated superannuation fund ("the Salary Sacrifice"). The Employer may agree to the Salary Sacrifice requested at its discretion, although such agreement shall not be unreasonably withheld. Where Salary Sacrifice occurs, the Employee's ordinary pre-tax salary/wages shall be reduced by the amount sacrificed into the nominated superannuation fund.

4.4. The Employee's salary will be reviewed half yearly.

4.5. The Employee may choose to engage in a separate Salary Sacrifice Agreement on the following terms;

- (a) The Employee may elect to sacrifice a proportion of their Salary for non-salary and superannuation benefits subject to compliance with any Australian Federal Legislation;
- (b) Administrative costs incurred as a result of The Employee entering into or amending a salary sacrifice agreement will be met by The Employee;
- (c) Salary for all purposes, including superannuation for The Employee entering into salary sacrifice agreement, will be determined as if a salary sacrifice agreement did not exist;
- (d) Any Fringe Benefit Tax or direct administrative costs incurred as a result of a salary sacrifice arrangement will be met by The Employee;
- (e) Salary sacrifice arrangements will be annual based on the Fringe Benefit Reporting Year with employees being able to renew, amend or withdraw. An employee may withdraw from a salary sacrifice arrangement at any time.

5. HOURS OF WORK

- 5.1. The Employee is required to work a maximum of 38 hours per week. The Employee may be required to work reasonable additional hours.
- 5.2. The Employee's ordinary daily hours of full time work shall be 7.6 hours per day.
- 5.3. In accordance with Division 3 of Part 2-2 of the Act, unless an Award or Collective Agreement provides otherwise, each day the Employee is entitled to take an unpaid meal break for 30 minutes after working not more than 5 hours.
- 5.4. The Employee's work hours are flexible and may be subject to change during the course of the Employee's employment with the Employer.

6. PUBLIC HOLIDAYS

- 6.1. In accordance with Division 10 of Part 2-2 of the Act, the Employee is entitled to a paid day off on a public holiday. The Employer may however request that the Employee work on a particular public holiday. The Employee may refuse that request (and take the day off) if the employee has reasonable grounds for doing so.
- 6.2. For the purposes of this clause, the following are public holidays:
 - (a) 1 January (New Years Day), 26 January (Australia Day), Good Friday, Easter Monday, 25 April (Anzac Day), Queens Birthday, 25 December (Christmas

Day), 26 December (Boxing Day), and

- (b) any other day declared by or under the law of a State or Territory as a public holiday, other than a day declared in substitution for a day in paragraph (a) above, a union picnic day or any other day excluded by the Workplace Relations Regulations 2006 (Cth) as amended from time to time.

6.3. This clause reflects section 114-116 of the Act which cannot be overridden by any Collective Agreement or Award.

7. ANNUAL LEAVE

7.1. The Employee is entitled to 4 weeks annual leave per year of service in accordance with Division 6 of Part 2-2 of the Act.

7.2. Annual leave accrues on a pro rata basis and is credited to the Employee on a monthly basis. Annual leave is cumulative.

7.3. Annual leave will be given and taken in periods agreed to between the Employee and the Employer. The Employer can direct the Employee to take an amount of annual leave (where at least the amount directed is credited to the Employee) during a period when the Employer, or any part of the company in which the Employee works, is shut down. The Employer can also direct the Employee to take up to 2 weeks annual leave during a particular period where more than 8 weeks of annual leave has been accrued.

8. LONG SERVICE LEAVE

8.1. The Employee will be entitled to long service leave in accordance with the State or Territory legislation dealing with long service leave.

9. PERSONAL (SICK) LEAVE

9.1. The Employee is entitled to Personal (Sick) Leave in accordance with Division 7 of Part 2-2 of the Act. Personal Leave includes Personal/carer's leave, unpaid carer's leave and compassionate leave.

Personal/Carer's Leave

9.2. The Employee is entitled to up to 10 days paid personal (sick)/carer's leave for each year of continuous service. Personal (sick)/carer's leave can be taken as sick leave (ie where the Employee suffers a personal illness or injury) or carer's leave (ie where the Employee needs to provide care or support to a member of his/her immediate family

or a member of his/her household, who requires care or support due to personal illness, injury or an unexpected emergency).

- 9.3. Personal (sick)/carer's leave can be taken if the Employee has an amount of such leave credited. Where an amount of such leave is not credited, the Employer may allow the Employee to take the leave in advance. Personal (sick)/carer's leave accrues every 4 weeks and accrues on a pro rata basis. The amount accrued each month must be credited to the Employee. Personal (sick)/carer's leave is cumulative.

Unpaid Carer's Leave

- 9.4. Provided the Employee cannot take an amount of paid personal (sick)/carer's leave, the Employee is entitled to up to 2 days unpaid carer's leave for each occasion when an immediate family member or a household member requires care or support due to personal illness, injury or an unexpected emergency. This clause applies regardless of whether the Employee is a casual. The Employer may provide additional unpaid carer's leave at its discretion.

Compassionate leave

- 9.5. Compassionate leave is paid leave taken by an Employee to spend time with a member of his/her immediate family or household who has a personal illness or injury which poses a serious threat to his/her life. Compassionate leave is also paid leave taken after the death of an immediate family or household member.
- 9.6. The Employee is entitled to up to 2 days compassionate leave for each occasion where an immediate family or household member dies, contracts or develops a personal illness which poses a serious threat to his/her life or sustains a personal injury which poses a serious threat to his/her life. The Employer may require the Employee to provide any evidence that the Employer reasonably requires of the illness, injury or death. The Employer may provide additional compassionate leave at its discretion.

Administration

- 9.7. Where Personal (sick)/carer's leave or unpaid carer's leave was, is being or will be taken, the Employee must, as soon as reasonably practicable, provide the Employer with notice that he/she;
- (a) in the case of sick leave, requires (or required) leave and is (or will be) absent from employment during a period because of a personal illness or injury, or

(b) in the case of carer's leave, requires (or required) leave to provide care or support to an immediate family member or member of the Employee's household, who requires care or support because of personal illness, injury or an unexpected emergency.

9.8. The Employer can also require the Employee to provide certain documentation such as a medical certificate or a statutory declaration. The documentation which may be required by the Employer is set out in the Employee Handbook. This does not apply where the Employee cannot comply due to circumstances beyond his/her control.

10. PARENTAL LEAVE

10.1. The Employee is entitled to unpaid Parental Leave in accordance Division 5 of Part 2-2 of the Act.

10.2. The Employee Handbook details the amount of Parental Leave provided by the Act as well as the notification and documentation requirements.

11. UNPAID LEAVE

11.1. Subject to the Act, the Employee may apply for other types of unpaid leave subject to the discretion of the Employer and having regard to the requirements of the business.

12. EXPENSES

12.1. The Employee will be reimbursed for all monies reasonably expended by the Employee on behalf of the Employer in accordance with the Employee's duties where approval for the expenditure has been obtained from the Employer.

12.2. The Employee may be required as a pre-condition to reimbursement, to provide the Employer with invoices or receipts for such expenses.

13. COMMUNITY SERVICE LEAVE

13.1. If the Employee is called up for jury service, he/she must immediately notify the Employer of the date upon which the Employee is required to attend for jury service. The Employee is required to forward all correspondence with respect to the Employee's attendance for jury service to the Employer.

13.2. The Employee is entitled to up to 10 days paid leave per year to perform jury service. If the employee receives payment for attending jury service from the Court, the amount that the employer is required to pay will be reduced by this amount

13.3. The Employee is entitled to unlimited but reasonable unpaid leave to perform emergency management activities.

14. OCCUPATIONAL HEALTH AND SAFETY

14.1. The Employer takes its obligations in respect to Occupational Health and Safety (“OH&S”) seriously. The Employer intends to ensure that at all times it provides a safe and healthy work environment for all its employees, contractors, customers and visitors.

14.2. The Employee is invited to become involved on OH&S and to raise any issues relating to risks, hazards, safety or health that come to the Employee’s attention.

14.3. If the Employee becomes aware of any circumstance hazard or conduct by any person that could give rise to a risk of injury or illness to any person then the Employee should immediately inform their supervisor, fill out a hazard report form and lodge it with the Employer’s safety officer.

14.4. The Employee must at all times observe all safety requirements as stipulated by the Employer. The Employee must not by act or omission bring about any circumstance that could cause danger or injury to any other person. The Employee must use all equipment safely and observe and follow all directions for the safe and proper use of equipment. Where under OH&S requirements the Employee must wear protective clothing helmets, goggles, masks or ear muffs then the Employee must only carry out those tasks if the Employee is wearing and using the appropriate protective clothing and gear.

15. ALCOHOL AND DRUGS

15.1. As part of our OH&S policy, alcohol consumption or drug use in the workplace is strictly prohibited. The Employee must not come to work intoxicated or under the influence of drugs.

15.2. The Employee must comply with the Alcohol and Drug Policy set out in the Employee Handbook.

16. TERMINATION OF EMPLOYMENT

16.1. Either the Employee or the Employer may terminate the Employee’s employment by giving to the other written notice to that effect. The periods of notice are:-

- (a) At least 1 week during the Employee's first year of employment; or
 - (b) At least 2 weeks where the Employee has been employed for more than 1 year but less than 3 years; or
 - (c) At least 3 weeks if the Employee has been employed for more than 3 years but less than 5 years; or
 - (d) At least 4 weeks if the Employee has been employed for more than 5 years.
- 16.2. The Employer may at its discretion pay the Employee for the period of notice together with other termination payment entitlements, not require the Employee to work in the notice period, and terminate this Employment Agreement forthwith. The Employer may at its discretion require the Employee to work only part of the notice period and pay the Employee for the whole notice period and terminate the Employment Agreement.
- 16.3. The Employer may terminate the Employee's employment summarily and without notice if the Employee engages in serious or wilful misconduct.
- 16.4. Misconduct by the Employee includes any of the following:
- (a) deliberate and wilful failure to follow any lawful instruction or direction by the Employer's supervisor or any person from whom he/she is required by the Employer to take directions from; or
 - (b) serious negligence or incompetence in the performance of duties; or
 - (c) any act of dishonesty or deceit by the Employee; or
 - (d) any improper or unauthorised use of confidential information owned or used by the Employer; or
 - (e) any improper or unauthorised use of the Employer's property; or
 - (f) act in a way which in the reasonable opinion of the Employer may injure or be likely to injure the business or reputation of the Employer; or
 - (g) any rude, abusive, violent, threatening or seriously inappropriate conduct including bullying towards other employees or towards customers; or
 - (h) any serious breach of the Employer's Computer Policy; or
 - (i) downloading pornography or viewing pornography on the internet; or

- (j) sending any message over the internet that is defamatory of any person, or is misleading or deceptive or likely to mislead or deceive any person; or
 - (k) being intoxicated or under the influence of illicit drugs in the workplace, or
 - (l) consuming alcohol or taking illicit drugs in the workplace; or
 - (m) improper or inappropriate use of your position; or
 - (n) any conduct that in the reasonable opinion of the Employer constitutes a serious or potentially serious conflict of interest, including working for any competitor of the Employer; or
 - (o) any reckless or deliberate damage to any of the Employer's property; or
 - (p) any wilful or continued failure to observe the policies and procedures of the Employer as set out in the Employee Handbook.
- 16.5. In order to protect the goodwill of the Employer's business the Employee must not for a period of 500 month(s) ("the Time") and within 50 kilometres of the Employer's place of business where the Employee last worked for the Employer ("the Area") work for any company that is a competitor of the Employer or himself/herself directly or indirectly carry on or be involved in any business that is competitive to the Employer's business. If the Time or the Area are unreasonable then the Time shall be reduced by half (if the Time is unreasonable) and Area shall be reduced by half using the Employer's place of business where the Employee last worked for the Employer as the centre of the Area so halved.
- 16.6. The Employee must not for 12 months after the termination of the employment solicit other employees of the Employer to resign and take up employment with the Employee.
- 16.7. The Employee must not for a period of 12 months from termination of his/her employment solicit, approach or induce any customer of the Employer or supplier to the Employer to become a customer of or supplier to any other person or company that competes with the Employer.
- 16.8. The obligations in this clause survive termination of this Employment Agreement and shall continue to bind the Employee and be fully enforceable against the Employee by the Employer.

16.9. Upon termination of the Employee's employment, the Employee must return all the Employer's property in its original condition, with allowances for reasonable wear and tear including Air-conditioning units Pipes Petrol Lunch on days that work is conducted for over 10 hours on site.

17. INTELLECTUAL PROPERTY

17.1. For the purposes of this Agreement, "Intellectual Property" includes all intellectual property of whatsoever kind or nature including without limitation all copyright, designs, trade marks, logos, domain names, business names and patents whether existing now or at any time in the future.

17.2. The Employee acknowledges and agrees that all Intellectual Property created or discovered by the Employee during the term of the Employee's employment, and which relates to or is capable of being used or adapted for use by the Employer in the Business belongs to the Employer and the Employee will do all things for no fee or payment including assign all the Employee's interest therein and execute all such assignments as assignor so as to ensure that the Employer is the sole legal and beneficial owner thereof.

17.3. The Employee acknowledges that if the Employer requests the Employee to do anything under this clause or assign any Intellectual Property, then the Employer will bear all expenses associated therewith and the Employer hereby undertakes to the Employee that it will bear all such expenses.

17.4. The Employee irrevocably appoints the Employer as the Employee's lawful and authorised attorney to sign a document or do any thing and generally to use the Employee's name so as to give to the Employer the full benefit of this clause. A certificate in writing, signed by a director or secretary of the Employer that a document or act has been executed by the Employer as the Employee's attorney under this clause will be conclusive evidence thereof.

18. CONFIDENTIALITY AND TRUST

18.1. During the term of employment the Employee must not work for a competitor of the Employer.

18.2. The Employee stands in a position of confidence and trust. The Employee must not provide any information about the Employer's business or its customers or suppliers

- to any competitor.
- 18.3. The Employee must not make disparaging remarks about the Employer to its other employees, to customers or to any other person. The Employee must not make disparaging remarks about the Employer's business, its products or services to any customers or any person.
- 18.4. The Employer takes seriously its obligations under the *Privacy Act* 1988 (Cth). The Employee must not disclose or use any personal information the Employee has access to relating to any other employee or any customer of the Employer. The Employee is required to take all reasonable steps to protect all such personal information in the Employee's possession against wrongful disclosure or misuse by any other person.
- 18.5. For the purposes of this clause, "confidential information" means all:-
- (a) information contained in a document, or any software that is the property of our Employer and which is by its nature confidential to us and/or our Business and/or to any of our customers; and
 - (b) documents or software that is marked or contained in a package or envelope that is marked "Private", "Strictly Confidential", "Confidential", "Secret" or "Not to be disclosed" or otherwise uses words which indicate that the Employer regards the information as being of a confidential nature; or
 - (c) oral, written, recorded information and/or databases concerning us, our Business, any customer, our menus, systems and procedures.
- 18.6. The Employee must only use confidential information for the Employer's benefit and in the proper performance of the Employee's obligations as an employee.
- 18.7. The Employee must not, at any time either during his/her employment or following the Employee's resignation or termination, disclose or divulge any confidential information without the Employer's prior written consent.
- 18.8. The Employee must not use or attempt to use any information, which the Employee acquires in the course of his/her employment in any manner which may reasonably be expected to cause injury or loss or be calculated to injure or cause loss to the Employer.
- 18.9. Upon the termination of the Employee's employment with the Employer, the Employee will be required to return all confidential information to the Employer.

19. EMPLOYEE HANDBOOK

- 19.1. The Employee Handbook provides general information about the Employer and details a number of the Employer's Policies and Procedures. The Employee is expected to be aware of these Policies and Procedures and must comply with them.
- 19.2. The Employer may at its discretion add to or amend the content of the Employee Handbook.

20. TRANSMISSION OF THE EMPLOYER'S BUSINESS

- 20.1. Where during the course of the Employee's employment the Employer's business or that part of it in which the Employee is employed is sold or transferred to another company then the Employer shall use all reasonable commercial endeavours to facilitate the acquirer of the business to offer the Employee employment on the same or similar terms to this Employment Agreement.
- 20.2. If the Employee does not accept an offer of employment from the acquirer of the business or is not offered employment by the acquirer of the business then the Employer may terminate the Employee's employment. The Employer is not liable to pay any redundancy sum to the Employee on such termination unless an Award or Collective Agreement provides otherwise.

21. INDEPENDENT LEGAL ADVICE

- 21.1. The Employee has had the opportunity to obtain separate and independent legal advice before signing this Employment Agreement.

22. WHOLE AGREEMENT

- 22.1. This Employment Agreement represents the whole agreement between the Employer and the Employee. Any prior representations by the Employer or any person on its behalf are not relied on by the Employee and the Employee expressly acknowledges having read this Agreement and satisfied himself/herself as to its terms.

23. ADDITIONAL CLAUSES

- 23.1. The additional clauses (if any) set out in the schedule to this Agreement shall also apply as terms of this Agreement.

SIGNED BY THE EMPLOYEE

WITNESSED BY

The Employee
Print Full Name _____

Date: _____
Address _____

Witness
Print Full Name _____

Date: _____
Address _____

SIGNED BY THE EMPLOYER

WITNESSED BY

The Employer
Print Full Name _____

Position _____
Date: _____
Address _____

Witness
Print Full Name _____

Date: _____
Address _____

SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU PROVIDE THROUGH THE BUILDING PROCESS

ATTACHMENT No 1

EMPLOYEE'S DUTIES AND RESPONSIBILITIES

- Installation of air-conditioning units Transport of Air-conditioning units Repairing units Callouts to client premise to test temperature Testing units Quoting of new units Adhere to OH & S procedure Attend meetings when required
- Other duties as stipulated by the directors of the business.

SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU
PROVIDE THROUGH THE BUILDING PROCESS

Initial: _____

SCHEDULE

JURY SERVICE

The Employer will reimburse the Employee (unless the Employee is a Casual) the difference between the amount paid in respect to the Employee's jury attendance and the Employee's salary subject to the Employee providing to the Employer with evidence that the Employee has been required to attend jury service, the actual dates of attendance and the amount received in respect of the Employee's jury attendance.

PUBLIC HOLIDAY LOADING

If the Employee is required to work on a public holiday the Employee will be entitled to a day in lieu or paid double time and a half for all time worked.

REDUNDANCY

In the event that the Employee is made redundant from his/her position with the Employer, the Employee shall be entitled to the following payments:

Initial: _____

| SCALE OF REDUNDANCY PAYMENTS | |
|---------------------------------------|--|
| Length of Continuous Service | Rate for Calculation of amount of severance payment |
| <i>Less than 1 year</i> | Nil |
| <i>1 year but less than 2 years</i> | 4 weeks |
| <i>2 years but less than 3 years</i> | 6 weeks |
| <i>3 years but less than 4 years</i> | 7 weeks |
| <i>4 years but less than 5 years</i> | 8 weeks |
| <i>5 years but less than 6 years</i> | 10 weeks |
| <i>6 years but less than 7 years</i> | 11 weeks |
| <i>7 years but less than 8 years</i> | 13 weeks |
| <i>8 years but less than 9 years</i> | 14 weeks |
| <i>9 years but less than 10 years</i> | 16 weeks |
| <i>10 years</i> | 12 weeks |

Note: the long service leave entitlements provide a rationale for the diminishing Redundancy entitlements for employees with 10 years or more service

The Employee is not entitled to redundancy if the Employer or another company through the intervention of the Employer is able to offer the Employee immediately suitable alternative employment at comparable pay and conditions.

Initial: _____

YOUR LOGO
HERE

**OFFER OF FULL TIME EMPLOYMENT ON
COMMON LAW CONTRACT**

DATED: THE ____ DAY OF _____ 20__

FROM

Company Pty Ltd ACN: 111 222 333 (“the Employer”)

TO

John Smith (“the Employee”)

Company Pty Ltd

ACN: 111 222 333

___ of _____ 20___

John Smith
1 Perth Street Perth 5000

Dear John Smith,

OFFER OF FULL TIME EMPLOYMENT (“THE OFFER”)

We have considered your application for employment and are pleased to offer you full time employment on the following terms:-

1. For the first 3 months of your employment, you are employed on a probationary basis. This means that at the end of 3 months either you or the Company may choose not to continue with your employment. During the 3 months, either the Company or you may terminate your employment by giving 1 week’s prior written notice.
2. Your position will be Receptionist.
3. Your employment will commence on 27/02/2010.
4. Your duties are set out in Attachment No. 1 of the written contract of employment attached. You will report to John Smith on your first day. Your supervisor is Karen Smith.
5. Your salary includes superannuation and is \$60 000 per annum. This will be paid to you weekly by electronic funds transfer to your nominated bank account. You will be expected to work a 38 hour week plus any reasonable additional hours.
6. Your employment will be subject to the enclosed written contract. Please read this contract carefully and contact the writer if you have any concerns.

Initial: _____

7. Also attached is an Employee Handbook. You must read and be thoroughly familiar with this Handbook as it is a condition of your employment that you comply with the policies and procedures contained therein.

We have relied on the information you have set out in your Application for Employment. If you accept this offer you must sign and date the below Acceptance on your copy of this Offer and on the spare copies of each of the attachments (to acknowledge you have received them) and return the copy with spare attachments to HR Manager.

We hope you will find working with us is a rewarding and happy experience.

Yours faithfully

John Smith
HR Manager
Company Pty Ltd

SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU PROVIDE THROUGH THE BUILDING PROCESS

ACCEPTANCE OF THE OFFER

I, John Smith hereby accept this offer of employment with Company Pty Ltd on the terms and conditions set out in the Offer.

Signature

[print name]

[date]

SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU
PROVIDE THROUGH THE BUILDING PROCESS

ATTACHMENT 1
CONTRACT OF EMPLOYMENT

SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU
PROVIDE THROUGH THE BUILDING PROCESS

ATTACHMENT 2
EMPLOYEE HANDBOOK

SAMPLE ONLY

YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU
PROVIDE THROUGH THE BUILDING PROCESS

YOUR LOGO
HERE

EMPLOYEE HANDBOOK

Company Pty Ltd

ACN 111 222 333

Issue Date: _____

Address: 1 Smith Street SYDNEY NSW 2000

Phone: 029999999

EMPLOYEE HANDBOOK

PART I – PRELIMINARY INDUCTION PROCEDURE FOR NEW STAFF MEMBERS

Company Pty Ltd (“the Company”) reserves the right to change, add to or modify any of the provisions of this Handbook.

Introduction

On behalf of the Company and your colleagues, we welcome you and wish you every success during your employment with us. We believe that each and every employee contributes directly to our growth and success. We hope that you will take pride in being a member of our team.

This Employee Handbook is not a Workplace Agreement. It describes some of our expectations of our employees and outlines our policies and procedures. We ask all employees to carefully review and familiarise themselves with this Employee Handbook. It will answer many of your questions concerning your employment with us.

If you have any questions about anything in this Employees Handbook, please speak with our HR Manager.

We hope that your experience here will be challenging, enjoyable and rewarding.

Yours faithfully,

_____ [sign]

HR Manager.

Company Pty Ltd

EMPLOYEE COMMITMENT FORM

I understand that this Employee Handbook describes important information about the policies and procedures of the Company. I will read it carefully and refer to it during the course of my employment.

I acknowledge that I should consult with the HR Manager regarding any questions I may have regarding this Employee Handbook.

I appreciate that the information described in this Employee Handbook is subject to change from time to time and that those changes will be communicated to employees by inter office memos.

I have received this Employee Handbook and I understand that it is my responsibility to read and comply with the policies and procedures contained in it and with all revisions that may be made to it. I understand that my compliance with the policies and procedures in this Employee Handbook is an essential term of my employment.

[Sign here]

[Employee print name]

Date:

PART II – GENERAL INFORMATION

1. OUR COMPANY AND ITS BUSINESS

- 1.1. Our Company Installation of air-conditioning unites.
- 1.2. We believe our experience in the industry enables us to offer a high standard of customer service to our guests.
- 1.3. As in any organisation, the people who work together make a company what it is. We pride ourselves in selecting people with a unique blend of skills. Our staff possess backgrounds in education and customer service.
- 1.4. Our Company is dedicated to providing the highest possible customer service and training to all our clients

2. MISSION STATEMENT

We strive to improve the life style of ever customer we install our air-conditioning systems with

3. YOUR EMPLOYMENT AND THIS HANDBOOK

- 3.1. The terms and conditions of your employment with the Company are set out in your contract of employment/ Collective Agreement/Award.
- 3.2. This Employee Handbook provides employees with a general understanding of our Company's policies and procedures. This Handbook contains information that you may need to assist you in your work and the standards, policies and procedures that apply in the day to day conduct of our business. However the Employee Handbook cannot anticipate every situation or answer every question regarding your employment.

4. INDUSTRIAL AWARDS /COLLECTIVE AGREEMENTS

- 4.1. You may be employed by the Company under a written common law employment agreement, Award or Collective Agreement. Where you have been employed under any of these arrangements then you will have been provided with a copy of your employment agreement or Collective Agreement.
- 4.2. If you are employed under an Award then the Company will provide you with a copy of the Award on request.

4.3. To the extent that there is any inconsistency between any applicable Award or Collective Agreement and this Employee Handbook, the Award or Collective Agreement will apply. The Australian Fair Pay and Conditions Standard (“the APCS”) as defined in the *Fair Work Act 2009* (Cth) apply to your employment. To the extent that there is any inconsistency between the APCS and this Employee Handbook or any applicable Award or Collective Agreement, the APCS apply to the extent that it is “more favourable” (as defined by the Act and/or the Workplace Relations *Regulations*) to the Employee.

4.4. Our Company sees its employees as key contributors in every aspect of its business. It is through your commitment to excellence, your positive attitude to your tasks and your willingness to work as a team that we will achieve our Mission Statement.

5. EXPERIENCE AND TRAINING

5.1. In your Application for Employment you provided us with details of your experience and training. We have relied on the complete truth of what you have told us in assessing your suitability for the position with our Company and in deciding to employ you in that position. Employees must promptly provide the Company with any information that concerns the Employee being unable to perform the Employee’s full range of duties.

5.2. If you believe there is a course or training program that will enhance your ability to perform your work, then we invite you to discuss this with your supervisor. We are committed to ensuring that all our employees are well trained to perform their work. If we can assist you with any further training, please speak with us.

5.3. Our Company does not undertake to pay your fees with respect to a training course or program that you undertake whilst employed with the Company. However, the Company may in some circumstances agree to pay or contribute towards such fees. Accordingly, you should discuss with us any courses you are planning to do.

5.4. From time to time you may be expected to undertake training at the request of the Company to develop your skills and expertise in your position with our Company.

6. EMPLOYEE RELATIONS

6.1. If you have concerns about the workplace, we encourage you to voice these concerns openly and directly with management. This facilitates clear communication and

avoids many unnecessary problems. Our workplace policy is that if you as a valued employee have a concern about any matter, then management shares your concern. We may not always agree with the point that you have raised but we do want to hear what you have to say and will carefully consider it in a positive way. Any workplace disputes must be resolved in accordance with our Dispute Settlement Procedure set out in this Handbook.

7. EMPLOYEE'S DUTIES AND RESPONSIBILITIES

- 7.1. If you have entered into a written employment agreement then your duties and responsibilities are referred to therein. Each Employee's employment will commence the date the Employee accepts the Company's Offer of Employment or such other date as the Employee and the Company expressly agree in writing as the commencement date.
- 7.2. In accepting the Company's Offer of Employment, the Employee is representing to the Company that the Employee can efficiently, competently and properly carry out those duties and that the Employee has all the skills and experience to do so.
- 7.3. The Employee must carry out all reasonable lawful instructions given to the Employee to the highest level of the Employee's skill, competence and training. The Employee must efficiently and satisfactorily comply with all reasonable lawful requests made by the Company.
- 7.4. The Employee is required to obey all reasonable lawful directions given to the Employee by the Company in the course of the Employee's employment and the Employee must carry out all duties and responsibilities required of the Employee to the satisfaction of the Company. The Employee may be asked to do work for a subsidiary of the Company or to take instructions from an agent of or contractor to the Company. The Employee must in these circumstances carry out all reasonable lawful tasks assigned to the Employee.
- 7.5. There may be occasions when the work required of the Employee is not work usually done by a person holding the Employee's position in the Company. Notwithstanding this, the Employee is expected to carry out that work. The Employee is not required to take on any work that is dangerous or which requires particular training or experience which the Employee does not have.

7.6. There may be additional responsibilities and duties required of the Employee in the course of the Employee's employment which the Employee will be expected to carry out.

8. FULL-TIME EMPLOYEES

8.1. Full-time employees are permanent employees who do not have casual or probationary status and who are scheduled to work 38 hours per week.

9. PART-TIME EMPLOYEES

9.1. We employ some part-time employees. Part-time employees are permanent employees who do not have casual or probationary status. Part-time employees are engaged to work less hours than full-time employees. They receive however all of the entitlements of full-time employees on a proportional basis.

10. CASUAL EMPLOYEES

10.1. We employ some casual employees. Casual employees are employees who are not permanent. Casual employees are short term and work irregular and uncertain hours.

10.2. Casual employees are not entitled to a range of benefits normally afforded to part time and full time employees such as holiday leave or personal sick leave (except for unpaid carer's leave). Casuals are therefore paid a loading in lieu of such benefits.

11. CONTRACTORS

11.1. We engage some independent contractors and consultants for specific tasks. Contractors are not employees. Contractors are independent business entities that are engaged to provide specific services on a project by project basis to the Company.

11.2. All contractors render to our Company tax invoices with their Australian Business Number that comply with GST requirements. We expect them to do this promptly on completion of any project. If a tax invoice is given to you by a contractor you should ensure that it is promptly passed on to your supervisor.

11.3. Contractors are responsible for their own WorkCover insurance, superannuation and PAYG tax payments with respect to themselves, their employees or subcontractors.

11.4. All contractors usually provide all their own equipment, materials and supplies.

12. PAYMENT OF WAGES

- 12.1. All employees are paid weekly on each 15th of each month.
- 12.2. Your pay will be electronically deposited into your bank account. You should have provided the Company with your bank account details and filled out an Employee Bank Account Information Form. It is your responsibility to make sure the details you give us are correct. If you wish to change this at any time you must fill out a new form.
- 12.3. We are legally required to make certain deductions from every employee's pay. Among these deductions are applicable PAYG taxes. In addition, we pay the compulsory Superannuation Employer's contribution which is nine percent (9%) of your pay.
- 12.4. The Employee will be provided with a pay slip indicating details of payment and deductions. The Employee must review the accuracy of the pay slips and report any discrepancies to the Company's Pay-Roll Officer.

13. EMERGENCY CONTACT NUMBERS

- 13.1. A list of contact numbers in the event of an emergency is provided below:

AMBULANCE: Emergency – 000

Bookings – 131 233

POLICE: Emergency – 000

Assistance Line – 131 444

City Central Police Station – 000

FIRE: Emergency – 000

Local Fire Station at 1 Bridge St New England New South
Wales 2000 - 000

PART III - POLICIES

14. EMPLOYEE MOVEMENTS POLICY

- 14.1. When leaving the workplace for any period of time during work hours you are required to inform the Company as to your whereabouts and your intended time of return.
- 14.2. You are also requested to leave your mobile on at all times while you are absent so that we can contact you if the need to do so arises. This enables the facilitation of clear communication between staff and the passing on of messages.

15. PRESENTATION AND DRESS POLICY

- 15.1. Dress and grooming standards are a very important aspect of the image that the Company presents to its customers and to visitors.
- 15.2. During business hours our Company's clothing should always be worn. It is important that you always dress smartly and you ensure your clothing is clean and pressed. How you dress and look is one indicator of how you perceive yourself. It is also an indicator of how our Company sees itself when you are wearing our Company clothing. The Company's clothing includes:
- 15.3. You are required to wear professional business attire whilst you are at work. For example, business suits (such as pants, dress or skirt suits), shirts and ties should be worn.
- 15.4. If you have shoulder length hair you are required to tie it neatly back. Kitchen staff must always wear a hair net.
- 15.5. It is your responsibility to always wear clothing that is clean, which looks smart and is of an appropriate standard.

16. CUSTOMER SERVICE POLICY

- 16.1. The success of our Company depends upon our customers being impressed and happy with our products and services. Employees must aim to ensure:
- (a) that our customers are given prompt and polite service; and
 - (b) if any customer has a complaint it is dealt with courteously; and

- (c) if any customer needs urgent service, for whatever reason, we do all we can to meet the customers requirements within their time frame, not ours.

17. DISCRIMINATION AND HARASSMENT POLICY

- 17.1. We are committed to providing a workplace culture and environment that is free of discrimination and harassment.

- (a) **Discrimination**

Discrimination may be any selection, exclusion or preference made on the basis of an individual's sex, race, transgender, sexuality, ethnicity, age, religion, disability (including physical, intellectual, psychiatric, sensory, neurological or learning), marital status, pregnancy, carer's responsibilities, political affiliation or beliefs and membership of an organisation or association (such as a trade union). Discrimination may be either overt and direct, or subtle and indirect.

- (b) **Harassment**

Harassment is any form of behaviour that is not wanted and not asked for and that either humiliates, offends or intimidates a person.

- 17.2. Legislation generally prohibits discrimination and harassment on the grounds of an individual's sex, race, transgender, sexuality, ethnicity, age, religion, disability (including physical, intellectual, psychiatric, sensory, neurological or learning), marital status, pregnancy, carer's responsibilities, political affiliation or beliefs and membership of an organisation or association (such as a trade union).

- 17.3. Discrimination and/or harassment in the form of actions, signals or words including jokes is not tolerated by our Company.

- 17.4. If you become aware of any conduct that is possibly discriminatory or could amount to unlawful harassment, you should advise your supervisor who will handle the matter in a timely and confidential manner in accordance with the Dispute Settlement Procedure.

- 17.5. If a customer, contractor or other employee engages in any behaviour that you regard as discriminatory or harassment such as an unwelcome sexual advance or offensive gestures, then you should immediately report this incident to your supervisor.

18. BULLYING POLICY

- 18.1. Our Company is committed to providing a workplace culture and environment that is free of bullying. Bullying is not tolerated by our Company in the workplace.
- 18.2. Bullying occurs where an employee uses strength, power or position to intimidate, oppress or persecute other employees by fear. Examples of bullying behaviour include unfair and excessive criticism, publicly insulting others, ignoring the point of view of other employees, constantly changing or setting unrealistic work targets and undervaluing their efforts at work.
- 18.3. Any employee who becomes aware of possible bullying should promptly advise their supervisor who will handle the matter in a timely and confidential manner in accordance with the Dispute Settlement Procedure.

19. OCCUPATIONAL HEALTH & SAFETY (OH&S) POLICY

- 19.1. We take our obligations under the *Occupational Health and Safety Act 2000 (NSW)* seriously so that we can provide a safe and healthy work environment for employees, contractors, customers and visitors.
- 19.2. The OH&S Committee meets regularly. Employees are invited to discuss or provide a memo on any matters relating to safety or health for discussion by the OH&S Committee.
- 19.3. If you become aware of any circumstance or hazard that could give rise to a risk of injury or illness to any person then you should immediately notify your supervisor, fill out a Hazard Report Form and lodge it with your supervisor.
- 19.4. If there is an accident that does give rise to an injury or illness or could have resulted in an injury or illness then it is important that all employees who are present immediately inform their supervisor and fill out a statement setting out what happened in a Hazard Report Form.
- 19.5. In all workplace activities you are expected to comply with all OH&S procedures and all directions given in respect to safety. If this requires you to wear protective clothing or a helmet or to wear ear plugs/muffs or face masks or protective goggles then you must do so and no one has any authority to exempt you from this compliance.

- 19.6. If there are restricted areas where only authorised personnel are permitted then you are not permitted to enter those areas unless expressly authorised by the appropriate officer or your supervisor.
- 19.7. If you see any person or employee not complying with any OH&S procedures or requirements then you must immediately report this to your supervisor. You will appreciate that this is a fundamental matter of workplace safety. All such reports will be treated confidentially.
- 19.8. If you see any machinery being improperly used or being used without safety guards (when these are required) or observe any machinery to be damaged or defective or in need of repair or service then you must immediately report this to your supervisor. You will appreciate that this is also a fundamental matter of workplace safety. All such reports will be treated confidentially.

20. NO SMOKING POLICY

- 20.1. In keeping with our policy of promoting a safe and healthy working environment, smoking is prohibited in the workplace.
- 20.2. No designated smoking areas have been provided at the workplace and employees are not allowed smoking breaks whilst working. If you wish to smoke, then you may do so outdoors during your meal break.

21. ALCOHOL AND DRUG POLICY

- 21.1. As part of our OH&S policy, alcohol consumption or drug use in the workplace is strictly prohibited. You must not come to work intoxicated or under the influence of drugs. If you have a drug and/or alcohol problem you could cause injury to yourself and others and you could damage your physical and mental health.
- 21.2. An employee who appears to be under the influence of alcohol or drugs may be:
- (a) requested to acknowledge that he/she is so affected and if he/she does so acknowledge, then the Company may give that employee a written warning not to attend work whilst intoxicated or under the influence of drugs and may require the employee leave the premises;
 - (b) if the employee does not acknowledge that he/she is intoxicated or under the influence of drugs, the employee may be required to participate in an alcohol or drug test. If the employee so agrees and is found to be intoxicated or under the influence

of drugs, the employee will be counselled in accordance with the Counselling Procedure (see paragraph 30 of the Employee Handbook) and may be issued with a written warning;

- (c) if the employee refuses to participate in an alcohol or drug test, the employee will be counselled to participate. If the employee continues to refuse to participate without a legitimate cause the employee will be deemed unfit and may be given a warning or in serious cases dismissed for misconduct.

21.3. If you have a drug or alcohol problem, you are invited to seek counselling from management to facilitate treatment and rehabilitation.

22. COMPUTER AND EMAIL POLICY

22.1. Computers, computer files, computer software and the email system are the property of the Company and are intended to be used only for Company business.

22.2. The computer and email system must not be used in a manner that is disruptive or offensive to others. It will be a breach of this policy to access, download or send objectionable material including:-

- (a) pornography, including child pornography. You should be aware that accessing, downloading or sending child pornography is a criminal offence;
- (b) material involving the instructions or promotion of crime, violence or hate;
- (c) material involving an offensive description of violence to compel sexual conduct;
- (d) material involving sexually degrading acts;
- (e) material that is defamatory.

22.3. If you see another employee breaching this policy you must immediately inform management.

22.4. You must not download, view or send spam, junk mail or pop-ups because they may contain viruses, worms or “Trojan horses”. If you receive any pornographic, spam or junk email, then it must be deleted immediately.

22.5. You are prohibited from intentionally creating or sending viruses, worms or “Trojan horses”. You must do a virus check prior to opening any emails from unknown sources.

- 22.6. Whilst the occasional use of computers for personal purposes will be tolerated (provided this is not otherwise a breach of this policy), you must not do so excessively or allow such conduct to interfere with your normal duties.
- 22.7. If you violate this policy you may be terminated. You may also face immediate dismissal (depending upon the seriousness of your breach) for serious misconduct
- 22.8. If you use any computer for an unlawful purpose you may be reported to the police if a crime is involved and any other appropriate authority and your employment with us may be terminated on the grounds of misconduct.

23. USE OF TELEPHONES POLICY

- 23.1. The phone system is intended for Company and business use only. Personal use of the telephone system is prohibited/limited to Three (3) personal calls per day. Personal use of the telephone system for interstate or international calls is strictly prohibited. You should be aware that telephone calls may be monitored.
- 23.2. To ensure effective telephone communications, you should speak in a courteous and professional way. Always use the approved greeting Aircon Australia <YOUR NAME> John speaking....
- 23.3. If you experience an abusive or aggressive caller then immediately pass the caller onto your supervisor.
- 23.4. When taking calls for an employee who is not present, please advise the caller that the employee is not able to take the call and record the message on the message pads provided. The message should be promptly passed on to the employee concerned.

24. DISCLOSURE OF CONFIDENTIAL INFORMATION POLICY

- 24.1. For the purposes of this paragraph, confidential information means all information of whatsoever kind or nature including:-
- (a) All information contained in a document, or any software that is the property of our Company and which is by its nature confidential to us and/or our Business and/or to any of our customers; or
 - (b) All documents or software that is marked or contained in a package or envelope that is marked “Strictly Confidential”, “Confidential”, “Secret” or “Not to be disclosed”

or otherwise uses words which indicate that we regard the information as being of a confidential nature; or

(c) All oral, written, recorded information and/or databases concerning us, our Business, any customer, our menus, systems and procedures.

24.2. You must only use confidential information for our benefit and in the proper performance of your obligations as an employee.

24.3. You must not, at any time either during your employment or following your resignation or termination, disclose or divulge any confidential information without our prior written consent.

24.4. You must not use or attempt to use any information which you acquire in the course of employment in any manner which may injure or cause loss or be calculated to injure or cause loss to the Company.

25. CORPORATE COMPLIANCE POLICY

25.1. Our Company takes seriously all aspects of legal compliance. If you become aware of any activity being conducted by any person, whether a fellow employee, executive or any person contracted to the Company, which involves anything illegal or contrary to any law then you must report this to your supervisor immediately. You will appreciate that this is in the interest of all employees and the Company. All such reports will be treated confidentially.

26. PERSONAL LEAVE POLICY

26.1. Where Personal leave/carer's leave or unpaid carer's leave was, is being or will be taken, the Company may require the Employee to, as soon as reasonably practicable, provide the Company with:

26.2. in the case of sick leave, a medical certificate from a registered health practitioner indicating that, in the practitioner's opinion, the Employee was, is, or will be unfit for work due to personal injury or illness. Where it is not reasonably practicable to provide a medical certificate, a statutory declaration made by the Employee may be provided indicating that the Employee was, is or will be unfit for work due to personal injury or illness.

(a) in the case of carer's leave where care or support is required because of personal illness or injury, a medical certificate from a registered health practitioner indicating

that, in the practitioner's opinion, the Employee's immediate family member or household member had, has or will have a personal injury or illness. Where it is not reasonably practicable to provide a medical certificate, a statutory declaration made by the Employee may be provided indicating that the Employee's immediate family member or household member had, has or will have a personal injury or illness and that the Employee required leave to provide care or support.

- (b) in the case of carer's leave where care or support is required because of an unexpected emergency, a statutory declaration made by the Employee indicating that care or support was required due to the Employee's immediate family member or household member being affected by an unexpected emergency.

This clause does not apply where the Employee cannot comply due to circumstances beyond the Employee's control.

26.3. The Employee is required to fill out an Application for Personal Leave Entitlements form for all personal leave taken.

26.4. Unpaid personal leave will not be paid out to the Employee upon termination of the Employee's employment with the Company.

27. PARENTAL LEAVE POLICY

27.1. Parental leave means either maternity leave, paternity leave or adoption leave.

27.2. Maternity leave means either:

27.3. *special maternity leave* which is unpaid leave taken by an Employee because she is pregnant and has a pregnancy related illness, or where the pregnancy has ended within 28 weeks before the expected date of birth otherwise than by the birth of a living child; or

(a) *ordinary maternity leave* which is a single, unbroken period of unpaid leave taken in respect of the birth or expected birth of the child by the Employee.

27.4. Paternity leave means either:

(a) *short paternity leave* which is a single unbroken period of unpaid leave of up to one week taken by a male employee within the week starting on the day his spouse begins to give birth, or

(b) *long paternity leave* which is a single unbroken period of unpaid leave taken by a male employee after his spouse gives birth to a living child so that the Employee can be the child's primary care-giver.

27.5. Adoption leave means either:

(a) *short adoption leave* which is a single unbroken period of unpaid leave of up to 3 weeks taken by an Employee within 3 weeks from the day of placement of a child with the employee for adoption or

(b) *long adoption leave* which is a single unbroken period of unpaid leave taken by an employee after the day of placement of a child with the Employee for adoption so that the Employee can be the child's primary care-giver.

27.6. The Employee is entitled to a maximum of 52 weeks unpaid parental leave (less any "related authorised leave" as defined in the Act) if:

(a) in the case of maternity leave, immediately before the expected date of birth the Employee has or will have completed at least 12 months' continuous service with the Company;

(b) in the case of paternity or adoption leave, immediately before the first day on which the leave is or is to be taken the Employee has or will have completed 12 months' continuous service with the Company.

27.7. Unless the Company indicates otherwise, an Employee is not entitled to special maternity leave for a period longer than stated in the medical certificate. In addition, a period of special maternity leave must end before the Employee starts any continuous period of leave including ordinary maternity leave.

27.8. An Employee may take short paternity leave or short adoption leave while his/her spouse is taking authorised leave because of the birth or placement. Unless the Company indicates otherwise, a period of long paternity leave or long adoption leave taken by the Employee must not include any period during which his spouse is taking maternity leave, adoption leave or any other authorised leave, because of the birth or placement.

27.9. The Company may require the Employee to comply with Division 5 of Part 2-2 of the Act. Generally these subdivisions require the Employee to provide the following:

- (a) in the case of *special maternity leave*:
 - (i) a written application stating the first and last days of the period; and
 - (ii) in the case of a pregnancy related illness, a medical certificate; or
 - (iii) in the case of a pregnancy which has ended otherwise than by birth of a living child, a medical certificate and statutory declaration.

The Company will inform the Employee of the information required in the medical certificate and/or the statutory declaration. This documentation must be given to the Company before or as soon as reasonably practicable after starting the continuous period of leave.

- (b) in the case of *ordinary maternity leave*:
 - (i) no later than 10 weeks before the expected date of birth. The Act details different requirements in the event of a premature birth or other compelling reason) - a medical certificate (indicating that she is pregnant and naming the expected date of birth), and
 - (ii) no later than 4 weeks before the first day of the intended leave - a written application (stating the first and last days of the period) with a statutory declaration attached. The Act details different requirements that may apply in the event of a premature birth or other compelling reason). The Company will inform the Employee of the information required in the statutory declaration.
- (c) in the case of *paternity leave*:
 - (i) no later than 10 weeks before the expected date of birth. The Act details different requirements that may apply in the event of a premature birth or other compelling reason) - a medical certificate (indicating the name of the Employee's spouse, that the spouse is or was pregnant and the expected date or actual date of birth).
- (d) in the case of *short paternity leave*:
 - (i) as soon as reasonably practicable on or after the first day of the period - a written application stating the first and last days of the period.
- (e) in the case of *long paternity leave*:

- (i) no later than 10 weeks before the first day of the intended continuous period of leave. The Act details different requirements that may apply in the event of a premature birth or other compelling reason) - a written application (stating the first and last days of the period) with a statutory declaration attached. The Company will inform the Employee of the information required in the statutory declaration.
- (f) in the case of *adoption leave*:
 - (i) as soon as reasonably practicable after receiving notice of the approval of the placement of a child with the Employee - written notice of an intention to apply for adoption leave, and
 - (ii) as soon as reasonably practicable - written notice of the date of the expected placement, and
 - (iii) within 8 weeks of receiving a placement approval notice (or as soon as reasonably practicable if a placement notice is received after this 8 week period) – written notice of the first and last days of the period of leave, and
 - (iv) before the period of leave begins - a statement from an adoption agency detailing the expected day of placement, and
 - (v) before the period of leave begins - a statutory declaration. The Company will inform the Employee of the information required in the statutory declaration.
- Pursuant to the Act special notice requirements apply where the child to be adopted is a relative of the Employee.
- (g) in the case of *short adoption leave*
 - (i) no later than 14 days before the proposed day of placement - a written application stating the first and last days of the period.
- (h) in the case of *long adoption leave*
 - (i) no later than 10 weeks before the first day of the period - a written application stating the first and last days of the period.

27.10. These requirements do not apply if the Employee could not comply because of circumstances beyond his/her control.

27.11. If the Employee wishes to apply for parental leave the Employee must fill out the Application for Leave Form that can be obtained from your supervisor.

SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU
PROVIDE THROUGH THE BUILDING PROCESS

PART IV - PROCEDURES

28. DISPUTE SETTLEMENT PROCEDURE

- 28.1. We have a Dispute Settlement Procedure that we believe is a fair and positive method for dealing with complaints or disputes that may arise. Please note that if an Award or Collective Agreement provides a different dispute resolution procedure, that procedure will apply. Our Company is committed to encouraging an open and frank atmosphere in which any problem, complaint, suggestion or question receives a prompt and timely response from Management.
- 28.2. The procedures for settling disputes about matters arising under this AWA between the Company and the Employee are as follows:
- (a) The Company and the Employee must genuinely attempt to resolve the dispute at the workplace level.
 - (b) If the dispute cannot be resolved at the workplace level, either the Company or the Employee may elect to use an alternative dispute resolution process in an attempt to resolve the matter.
 - (c) This alternative dispute resolution process is to be conducted by a person agreed between the Company and the Employee.
 - (d) Where such agreement cannot be reached, either the Company or the Employee may notify the Industrial Registrar of the Australian Industrial Registry. The Industrial Registrar will provide certain prescribed information.
 - (e) If after 14 days after this prescribed information was provided the Company and Employee still cannot agree as to who is to conduct the alternative dispute resolution process, either party may apply to have the process conducted by the Australian Industrial Relations Commission.
 - (f) If the alternative dispute resolution process is conducted, both the Company and the Employee must genuinely attempt to resolve the dispute during that process.
 - (g) Unless the Employee has a reasonable concern about an imminent risk to his/her health or safety, the Employee must continue to work in accordance with his/her contract of employment whilst the dispute is being resolved.

(h) Whilst the dispute is being resolved the Employee must also comply with any reasonable direction of the Company to perform other available work. In making this direction the Company must have regard to any applicable occupational health and safety law and whether the work is appropriate for the Employee.

28.3. This Clause does not affect any right of a party to take court action to resolve a dispute.

28.4. All employees are expected to treat each other with mutual respect and courtesy. A complaint or grievance about a work situation may be made by you or a group of employees.

29. COUNSELLING PROCEDURE

29.1. We have a Counselling Procedure which is designed to ensure fairness to all concerned. The objective of counselling is to communicate the work standards and conduct that are expected of you and ensure that you understand them. If you have work related problems or your work performance is considered poor or unsatisfactory you will be advised in writing and given the opportunity to be counselled in accordance with the counselling procedure provided below:

Step 1

The counselling sessions are confidential and are undertaken in the presence of your immediate manager and a delegated counsellor. You may if you wish have your own representative present during counselling or at any stage of the disciplinary procedure.

Step 2

Performance reports and counselling records will be documented in your personnel file and kept confidential. You will be given the opportunity to view and respond to the written reports. Your response will be documented and added to the file.

Step 3

If you demonstrate unsatisfactory performance or behaviour, you will be allowed sufficient time to demonstrate a willingness to improve (“**the Improvement Period**”). If you have shown an improvement in your performance, then no further counselling will be required at this stage and no warnings will be issued. After 3 months your performance will be reviewed by management.

Step 4

At the end of the Improvement Period, if the employer is of the opinion that you have not displayed willingness to improve, a final warning will be issued to you.

Final Warning Notice

This notice will inform you in writing that if you do not immediately discontinue the unsatisfactory conduct or behaviour, then disciplinary action may be taken as deemed necessary by the Company as your employer. This can include dismissal. Our Company will normally issue three (3) warning notices to you before dismissal. However our Company will summarily dismiss you if you demonstrate serious or wilful misconduct.

30. WORKPLACE INJURIES AND COMPENSATION PROCEDURE

- 30.1. We maintain all proper insurance policies in respect to compensation to any employees who suffer injury or illness in the course of their employment with us. The following procedure will apply in the event of such injuries or illnesses:

Procedure for Dealing with Work Related Injuries or Illness

Step 1

If you sustain a work related injury or illness you should report it to your supervisor immediately.

Step 2

If you have sustained a work related illness and/or injury you should complete an Injury Report Form which will be provided by your supervisor. This Form must be filled out and lodged with your supervisor.

- 30.2. If an accident happens and someone is injured, the following steps must immediately be taken:

Step 1

If you saw the accident, you must inform your supervisor that you were a witness.

Step 2

You must complete and sign a Hazard Report Inform.

Step 3

You may be required to give a written statement detailing:

- what you saw or heard,
- the identify of any other persons who were present
- where you, and any other persons who were present, were standing when it happened, and
- a description of the way in which the accident occurred.

31. FIRE EVACUATION PROCEDURE

31.1. In the event of a fire, a warning siren should sound and warn you of the need to use the following Fire Evacuation Procedure:

Fire Evacuation Procedure

Step 1

Follow your Fire Warden's direction and commence evacuation

Step 2

Employees must immediately evacuate via the fire exits, which are clearly marked in the workplace with a green sign marked "Exit".

Step 3

Do not run or push through the exits because you may injure yourself or others. Walk calmly down the stairs and please take care to help other employees who may require assistance.

Step 4

The meeting place for all staff in case of fire is outside with your Fire Warden. You should evacuate the building immediately through the nearest exit. Fire fighting equipment is located at In the main office if you need to use the equipment to assist your evacuation from the premises.



COMPUTER POLICY

Company Pty Ltd

ACN 111 222 333

Company Pty Ltd ACN 111 222 333

COMPUTER POLICY

1. Computers, computer files, computer software and the email system are the property of the Company and, subject to the following exception, are intended to be used only for company business. Computers, computer files, computer software and the email system are the property of the Company and are intended to be used only for company business.
2. Whilst the occasional use of computers for personal purposes will be tolerated (provided this is not otherwise a breach of this Policy), you must not do so excessively or allow such conduct to interfere with your normal duties.
3. The computer and email system must not be used in a manner that is disruptive or offensive to others.
4. It will be a breach of this policy to access, download or send objectionable material including:
 - pornography, including child pornography. You should be aware that accessing, downloading or sending child pornography is a criminal offence;
 - material involving the instructions or promotion of crime, violence or hate;
 - material involving an offensive description of violence to compel sexual conduct;
 - material involving sexually degrading acts;
 - material that is defamatory.
5. You must not download, view or send spam, junk mail or pop-ups because they may contain viruses, worms or “Trojan horses”.
6. If you receive any pornographic, junk email or spam, then it must be reported to a nominated Manager/Supervisor to ensure due process is followed.
7. You must do a virus check prior to opening any emails from unknown sources.
8. You are prohibited from intentionally creating or sending viruses, worms or “Trojan horses”.
9. If you see another employee breaching this Policy you must immediately inform management.
10. If you violate this policy you may be terminated. You may also face immediate dismissal (depending upon the seriousness of your breach) for serious misconduct.
11. If you use any computer for an unlawful purpose you will be reported to the Police

and any other appropriate authority and your employment with us will be terminated on the grounds of misconduct.

Dated: _____

_____ *[sign]*

_____ *[insert name]*

_____ *[insert position]*

Company Pty Ltd

SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU
PROVIDE THROUGH THE BUILDING PROCESS

Initial: _____

YOUR LOGO
HERE

TELEPHONE POLICY

Company Pty Ltd

ACN 111 222 333

Company Pty Ltd ACN 111 222 333

TELEPHONE POLICY

1. The telephones including landlines and mobiles are the property of the Company and, subject to the following exception, should only be used for Company business.
2. Occasional use of the telephone for personal purposes will be tolerated provided it is not otherwise a breach of this Policy, however you must not do so excessively or allow such conduct to interfere with your normal duties.
3. It is Company policy that all calls be answered in a courteous manner.
4. Incoming telephone calls should be answered promptly - they should not be allowed to ring out.
5. If you are unable to assist a caller, inform the caller that you will either need to transfer their call or that you will need to ascertain who within the Company should respond; please take the caller's name and telephone number/s and forward these to the relevant person.
6. When forwarding a call internally within the Company, it is courteous to speak to the person to whom the call is being transferred and inform them who you are transferring and if possible the reason for the transfer prior to transferring the call.
7. Mobiles (Company-owned and personal mobiles) should be switched off during Company meetings except in exceptional circumstances. It is courteous to inform the meeting attendees that your mobile is on in case of emergency.
8. Voicemail should not be used to screen calls.
9. If you plan to be away from your office/desk, you should activate the Voicemail function on your telephone.
10. If activating Voicemail, where possible you should indicate in your message when you will be back to collect messages and return calls.
11. When on leave, the Company requests that you:
 - call-forward your telephone to your supervisor or other Company nominated person.
12. A Company telephone may only be call-forwarded to a personal landline number or personal mobile number with prior permission.
13. In no circumstances should the personal landline number or personal mobile number of Company personnel be given to any caller without prior permission.

14. The telephone must not be used in a manner that is disruptive or offensive to others.
15. It will be a breach of this policy to make calls to: 19 + numbers; 13 + numbers; International telephone numbers unless you have prior clearance/authority; Interstate telephone numbers unless you have prior clearance/authority.
16. The Company reserves the right to be reimbursed for the cost/charge of any interstate or international call made other than for Company purposes.
17. The Company reserves the right to be reimbursed for the cost/charges relating to any excessive personal use of the telephone by the employee.
18. If you see or hear another employee breaching this policy you must immediately inform management.
19. If you do not abide by this policy your employment may be terminated. You may also face immediate dismissal (depending upon the seriousness of your breach) for serious misconduct.
20. If you use any Company telephone including VoIP for an unlawful purpose you will be reported to the police and any other appropriate authority and your employment with us will be terminated on the grounds of misconduct

Dated: _____

_____ *[sign]*

_____ *[insert name]*

_____ *[insert position]*

Company Pty Ltd

YOUR LOGO
HERE

**EMPLOYEE BANK ACCOUNT AND
SUPERANNUATION FUND INFORMATION**

Company Pty Ltd ACN 111 222 333

STRICTLY PRIVATE AND CONFIDENTIAL

Company Pty Ltd ACN 111 222 333

EMPLOYEE BANK ACCOUNT AND SUPERANNUATION FUND
INFORMATION

EMPLOYEE DETAILS

Surname: _____ First Name: _____

Address: _____

Telephone: _____ Mobile: _____

Date Employment Commenced: _____

BANK ACCOUNT DETAILS

The following information is required to pay your wages by electronic deposit into your nominated bank account.

Bank Name: _____

Account Name: _____

Account Number: _____

Branch Number (BSB): _____

SUPERANNUATION FUND INFORMATION

The following information is required to pay your Superannuation entitlements into your nominated Superannuation fund.

Name of Fund: _____

Address of Fund: _____

Contact Number of Fund: _____

Employee Member Number _____

DATED: _____

SIGNED: _____

_____ *[Insert Name]*



EMPLOYMENT REGISTER

Company Pty Ltd

ACN 111 222 333

STRICTLY PRIVATE AND CONFIDENTIAL – MANAGEMENT USE ONLY

**Company Pty Ltd ACN 111 222 333
EMPLOYMENT REGISTER**

| | Name Of Employee | Employment Status | Date AWA lodged (if applicable) | Position | Commencement Date | Cease Date | Index Reference |
|----|------------------|-------------------|---------------------------------|----------|-------------------|------------|-----------------|
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |
| 6. | | | | | | | |
| 7. | | | | | | | |
| 8. | | | | | | | |
| 9. | | | | | | | |

SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU PROVIDE THROUGH THE BUILDING PROCESS

Employment Register

| | Name Of Employee | Employment Status | Date AWA lodged (if applicable) | Position | Commencement Date | Cease Date | Index Reference |
|-----|------------------|-------------------|---------------------------------|----------|-------------------|------------|-----------------|
| 10. | | | | | | | |
| 11. | | | | | | | |
| 12. | | | | | | | |
| 13. | | | | | | | |
| 14. | | | | | | | |
| 15. | | | | | | | |
| 16. | | | | | | | |
| 17. | | | | | | | |
| 18. | | | | | | | |
| 19. | | | | | | | |
| 20. | | | | | | | |

SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU PROVIDE THROUGH THE BUILDING PROCESS

YOUR LOGO
HERE

**CHECKLIST:
DOCUMENTATION FOR
EACH NEW EMPLOYEE**

Company Pty Ltd

ACN 111 222 333

STRICTLY PRIVATE & CONFIDENTIAL – MANAGEMENT USE ONLY

Company Pty Ltd ACN 111 222 333

CHECKLIST

**DOCUMENTATION FOR EACH NEW EMPLOYEE
(who will not be paid under an Award)**

| | | | | |
|-----|--|------------------------------|-----------------------------|------------------------------|
| 1. | An Application for Employment has been completed by the Applicant. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 2. | A Consent to Obtain Information has been signed. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 3. | The Applicant's criminal record has been checked. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 4. | All referees have been checked and contacted. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 5. | The interview has been held and the answers to questions reviewed. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 6. | A written Offer of Employment has been made to the Applicant. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 7. | With the Offer of Employment the Applicant has been given a contract of employment and a copy of the Employee Handbook ¹ . | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 8. | The employee has accepted the Offer of Employment by signing and returning a copy of the Offer of Employment with the acceptance endorsement on it. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 9. | The employee's details have been entered in the Employment Register. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 10. | An employee file has been created for the new employee as a new Employee Record. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 11. | The employee has reported for work. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 12. | The employee has been inducted into the Company and has been shown all relevant matters. The employee has signed the Employee's Acknowledgement of this. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |

¹ Does the Company have an Employee Handbook or similar document setting out policies and/or procedures for the workplace? It is a good idea to have such a document. LAWLIVE's Employee Handbook includes a number of sample policies and/or procedures.

| | | | | |
|-----|--|------------------------------|-----------------------------|------------------------------|
| 13. | If the employee is required to wear a uniform, he/she has been given the uniform he/she is required to wear and has signed for such uniform. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 14. | The employee has completed the Employee Bank Account Information Form | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |

O H & S Induction:

| | | | | |
|-----|---|------------------------------|-----------------------------|------------------------------|
| 15. | The employee has been informed of general hazards in the workplace. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 16. | The employee has been informed of where the First Aid kit is, and who the First Aid officer is. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 17. | The employee has been provided with a copy of the Company's safety policy. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 18. | Where the employee will use or be in proximity to dangerous machinery, he/she has been informed of the risks and has been given training. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 19. | The employee has been informed of the Company's risk management procedures. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 20. | The employee has been informed of the location of all safety apparel clothing and protective equipment and when it is to be worn or used. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 21. | In the case of fire or emergency, the employee has been shown where the Exits are and the outside rallying points. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 22. | The employee has completed safety drills. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 23. | The employee is being supervised in respect of safety policies and procedures. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 24. | The employee has been informed of any noxious or hazardous chemicals used in the workplace and has been provided with training (if applicable). | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |

YOUR LOGO
HERE

CHECKLIST TO DISTINGUISH
INDEPENDENT CONTRACTORS &
EMPLOYEES

STRICTLY PRIVATE & CONFIDENTIAL - MANAGEMENT USE ONLY

Company Pty Ltd ACN 111 222 333

| | | | |
|-----|---|------------------------------|-----------------------------|
| 1. | Is there a legal intention to be engaged as a contractor? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. | Does the contractor operate as an independent business entity? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. | Does the contractor operate his/her own company? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. | Does the contractor have the right to control and direct the performance of work? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. | Does the contractor employ staff and delegate work? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. | Does the contractor provide his/her own place or work, equipment, materials or supplies? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. | Does the contractor invoice you for the services provided? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. | Does the contractor earn less than eighty percent (80%) of his/her income from you? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 9. | Does the contractor deduct his/her own tax? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 10. | Is the contractor responsible for his/her own Workers Compensation insurance? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 11. | Is the contractor responsible for his/her superannuation payments? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 12. | Is the contractor paid on the basis of the completion of the job or producing a result? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 13. | Is the contractor not subject to precise or set hours and times of work? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 14. | Does the contractor take responsibility for risks or is he/she responsible for any rectification? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 15. | Has the contractor created goodwill or saleable assets in the course of his/her work? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

An answer of ‘Yes’ to any of these questions suggests that the worker may be a contractor, not an employee. The more “Yes” answers there are, the more likely it is that the worker is

a contractor.

The Australian Taxation Office's website contains a web tool (see http://calculators.ato.gov.au/scripts/axos/axos.asp?CONTEXT=&KBS=BC_SOWA.xr4&go=ok) designed to assist employers in the building and construction industry to determine whether a worker is an employee or a contractor. This web tool may also assist employers in other industries.

SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU
PROVIDE THROUGH THE BUILDING PROCESS