

CONTRACT OF EMPLOYMENT

CONTRACT OF EMPLOYMENT – NATIONAL SYSTEM EMPLOYER AWARD EMPLOYEE

Start Date

This Contract of Employment is made on the _____ day of 20.....

BETWEEN

.....
Legal Service Name

.....
the Employee

The Employee and Service agree to the following conditions of employment:

1 Contract of Service

- 1.1 The Employee will commence employment with Service on <date> (“the employment”) in the position of CERTIFICATE III EDUCATOR.
- 1.2 The employment is to a maximum of 38 hours per week. This contract finishes on <date>.
- 1.3 The employment is conditional upon demonstration to the employer’s satisfaction of fulfilling all pre-employment conditions, qualifications and experience.
- 1.4 For the purposes of this contract, your classification under the Children’s Services Award 2010 is Level <> Step <>.
- 1.5 The Employee’s duties are those set out in the job description attached to this Contract.
- 1.6 The Delegated Authority Title may vary the Employee’s duties in the job description provided the variation is reasonable and the duties are within the Employee’s skills, competence and training.
- 1.7 The employee’s duties will include attendance and participation in the following events.(including outside of usual hours of work as indicated)
 - Annual End of Year Family Day (Weekend attendance)
 - NAIDOC / Aboriginal Children’s Day / Children’s Week Celebratory Events,together with other events as directed by the Delegated Authority Title. Remunerated for these events is <state terms>.
- 1.8 The employment will be subject to an initial probationary period of six (6) months. Online Professional Development courses are self-paced prior requisites to completion of the probation period.
- 1.9 For the duration of the employment, the Employee shall:
 - work in accordance with the job description to the best of his/her skills, competence and training and in accordance with the terms and conditions of this Contract until the termination of the employment;
 - devote the whole of his/her time, attention and skill during normal business hours and at other times as reasonably required to perform the required duties;
 - fulfil and obey all lawful directions, orders and policies of <Service> as advised from time to time;
 - fulfil all learning and assessments in accordance to the service Training Plan.
 - work in accordance with the requirements of all State and federal laws;
 - not at any time, except in the case of illness or other unavoidable cause, absent himself/herself from the service of The Service without prior consent from the Delegated Authority Title ; and
 - not work for reward for any person or business other than the The Service (except where the Delegated Authority Title has given prior written approval).

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2 Termination

2.1 This Contract may be terminated on any day by either party providing notice to the other in accordance with the following scale:

Employee's period of Continuous Service with the Employer	Notice Period
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

In the event of the Service terminating an Employee's employment, the Service will increase the notice period by one week if the Employee is over 45 years of age and has completed at least two years continuous service.

This Contract terminates at the end of the notice period.

2.2 The Service may pay the Employee in lieu of the applicable notice period. Where payment in lieu of the notice period is made by the service, the Employee's employment terminates at the time the service advises the Employee of the termination.

2.3 If an Employee fails to give the required notice or work out the notice period, the service may withhold from any monies owing to the Employee on termination under the modern award or the *National Employment Standards (NES)*, an amount not exceeding the amount the Employee would have been paid under the modern award in respect of the period of notice required by the clause less any period of notice actually given and served by the Employee.

2.4 Nothing in this clause affects the Delegated Authority Title right to dismiss an Employee without notice for serious misconduct. "Serious misconduct" includes, but is not limited to:

- wilful or deliberate behaviour that is inconsistent with the continuation of employment;
- theft, fraud or assault in the course of employment;
- being unfit to perform duties due to intoxication by alcohol or other substance;
- refusing to carry out lawful and reasonable instructions;
- conduct that causes imminent and serious risk to the health or safety of a person; and
- conduct that causes imminent and serious risk to the reputation, viability or profitability of the Service's business.

2.5 Where the Employee is dismissed for serious misconduct, the Employee is only entitled to payment for time worked up until the dismissal.

2.6 Upon termination the Employee will return to the Service any property of the service within the Employee's control or possession, on or prior to the last working day. The Service reserves the right to deduct the cost of repair or replacement of the Service property not returned and/or damaged due to negligence/misuse.

3 Remuneration

3.1 At commencement of this contract, the Employee shall be entitled to be paid an annual salary of \$<>. i.e. \$<> per hour.

3.2 Payment will be made fortnightly by electronic funds transfer into the bank account nominated by the Employee.

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- 3.3 In addition to the condition contained in 3.1, the Employee shall receive the following paid benefits:
- State where applicable

4 Superannuation

The Service will make superannuation contributions on the Employee's behalf in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).

5 Hours of Work

- 5.1 Upon commencement the Employee shall work <>s per week (to a maximum of 37.5 hours per week) to be worked, exclusive of any advertised closure or meal break as follows:

- As directed by the Centre Director on a rostered shift each Monday to Friday and between <>am - <>pm as required by enrolled children and staffing availability

At Service location.

- 5.2 In addition to the above hours, the Employee may be required to work reasonable additional hours as required and directed by the Delegated Authority Title.

- 5.3 Subject to any requirements, the hours of work referred to in subclause 5.1 may be varied by the Employer from time to time.

6 Annual Close Down

- 6.1 The Service's annual close down occurs over the Christmas period ('the close down'). Dates of the close down will be advised during July in each year.

During the close down employees can avail themselves of accrued annual leave. Employees without accrued annual leave are able to take unpaid leave or apply to the Delegated Authority Title for annual leave in advance.

7 Annual /Personal/Carer's Leave

- 7.1 Annual, Personal/Carer's Leave will be in accordance with the National Employment Standards (NES). Conditions contained in the Employees Individual Flexibility Agreement, excepted

- 7.2 The NES can be located at

- www.fairwork.gov.au/employee-entitlements/national-employment-standards

Alternatively, a copy can be requested from <>.

- 7.3 Annual leave may be taken at times agreed between the Employee and the Delegated Authority Title (see also clause (6)).

Sick leave is conditional upon the Employee providing to the Delegated Authority Title evidence that would satisfy a reasonable person of the illness or injury. The Delegated Authority Title considers a medical certificate from a registered health practitioner to be reasonable evidence. If it is not practicable for the Employee to obtain a medical certificate from a registered health practitioner then a statutory declaration made by the Employee will be acceptable.

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Carer's leave is conditional upon the Employee providing to the Delegated Authority Title evidence that would satisfy a reasonable person of the illness, injury or unexpected emergency. The Service considers a medical certificate from a registered health practitioner to be reasonable evidence. If it is not practicable for the Employee to obtain a medical certificate from a registered health practitioner then a statutory declaration made by the Employee will be acceptable. In the case of an unexpected emergency, a statutory declaration will be considered sufficient evidence

8 Compassionate Leave

8.1 Compassionate Leave will be in accordance with the NES.

9 Parental Leave

9.1 Parental leave will be in accordance with the NES.

10 Leave to deal with Family and Domestic Violence

10.1.1 Family and Domestic Violence leave will be in accordance with the applicable Modern Award, which can be found at

- www.fairwork.gov.au

11 Public Holidays

11.1 The Employee is entitled to the following public holidays where in the course of their normal working day would have been entitled.

- New Year's Day
- Australia Day
- Labour Day
- Good Friday
- Easter Monday
- Anzac Day
- Western Australia Day
- Queen's Birthday
- Christmas Day, and
- Boxing Day

11.2 Where the Employee is not required to work on a day solely because it is a public holiday, the Employee is entitled to be paid for the ordinary hours of work on the day at the employee's base rate of pay (as defined in the applicable award).

11.3 The Delegated Authority Title may require the Employee to work on public holidays from time to time.

12 Location of Work

Refer also to Clause 5.1. The Employee shall perform his/her duties at the nominated premises of The Service or at such other places as may be directed by the Delegated Authority Title from time to time.

13 Ownership of Products and Copyright

Subject to the Copyright Act 1968 (Cth) any original work, process, design or other material produced in the course of the Employee's employment remains the property of The Service in its entirety.

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Whether or not copyright exists, the personal ownership of all materials created for the purpose of, or in the course of the Employee's employment, rests with The Service and should not be used other than for the purposes of The Service's business.

14 Confidentiality

14.1 During the course of the Employee's employment, the Employee may obtain or have access to confidential information concerning The Service or its business affairs. Under no circumstances (during or indefinitely, after the Employee's employment) is any use to be made of this information except:

- For purposes directly related to furthering the business objectives of The Service; and
- In accordance with this Contract.

14.2 The Employee will not disclose the terms and conditions of this Contract to any other person without the prior written consent of the Delegated Authority Title, save where required or authorised by Law or necessary in the carriage of the Employees personal financial affairs.

15 Variation

This Contract may be varied by both parties in writing.

16 Severability

If any part of this Contract is (or becomes) void or unenforceable, that part is (or will be) severed from this Contract, so that all parts that are not (or do not become) void or unenforceable remain in full force and are unaffected by that severance.

17 Individual Flexibility Arrangement

An Individual Flexibility Arrangement is attached with this contract, and should be read in conjunction with this contract.

18 Employee Amenities Deduction

18.1 You agree for the organisation to deduct <> from your fortnightly pay by the number of days or part days worked for employee amenities.

19 Addendum (Where applicable)

19.1 The attached Addendum forms part of this Contract of Employment

Signed

.....

Delegated Authority Title
On behalf of The Service

.....

the Employee

Date

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ADENDUM

THIS IS THE ADDENDUM REFERRED TO IN AND WHICH FORMS PART OF THE CONTRACT OF EMPLOYMENT – NATIONAL SYSTEM EMPLOYER AWARD EMPLOYEE BETWEEN THE SERVICE AND EMPLOYEE NAME, THE EMPLOYEE

1. The Employee will be issued with two (2) uniform shirts on commencement without cost. The shirts are to be returned on cessation of employment.
2. Employees contracted on a job-share basis will be expected, wherever possible, to fill the position in the absence of their job- share partner.
3. The Employee will be required to attend the following events (including outside of normal hours of work)
 - Monthly staff meetings (1 hour)
 - Service Open Day-Date
 - Professional Development (all 2 hours 9.30am to 11.30am)
 - First Aid - Date
 - Child Protection - Date
 - Risk Management - Date
 - Work Health & Safety - Date
4. An Employee subject of an Enterprise Traineeship (the Trainee) will be required to attend.
 - Peer Training days on 2nd Thursday of each month.

The Trainee will be responsible for

- Continued demonstration of working towards achieving the goals stated in the training plan, and
- Informing the employer and training organisation, citing reasons, if it appears unlikely that all required training and assessment will completed before the agreed training plan goals.

In signing the training contract, both Employee and Employer are bound by certain obligations expressed in the training contract.

Forms and fact sheets relating to training contracts can be found at

<https://www.dtwd.wa.gov.au/apprenticeship-office#forms-and-fact-sheets-relating-to-training-contracts>

NOTE: Should the Trainee not complete their training plan schedule by the due date without reasonable cause, they will be responsible for the full fee of each unit not completed. Please refer to your invoice (attached) for full fee costs. The fee will be deducted from the Employee's payroll and or a nominated account under direct debit arrangements. The fee is to be paid in full within one (1) month of the default.

Unless waived by the Delegated Authority Title the 'trainee' agrees that should they leave The Service within 24 months from successful completion of attaining their qualification or on termination (for any reason) that they will pay all monies back to The Service. Such monies will be deducted from termination pay or as negotiated.

The 'trainee' agrees to provide documented evidence stating enrolment, fees paid, their progress, certificates of completion or other information as requested.

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5. Essential Documentation

The Employee will be required to provide the following for currency or complete within three (3) months of commencement.

- Meet requirements of responsible persons guidelines on application of employment, approved and maintained for duration of employment;
- Anaphylaxis and Asthma Management annual update, ASCIA anaphylaxis e-training-online <https://etraining.allergy.org.au/login/index.php>
- Working with Children Card prior to commencement and maintained for duration of employment;
- A medical certificate stating 'mentally and physically fit to care for and work with young children' on commencement and maintained for duration of employment;
- Diverse Cultural Competency – Online; <http://www.diversewa.omi.wa.gov.au/about>
- Safe Sleeping – Online; <https://rednose.com.au/page/e-learning-education-package>
- Food safety, handling and hygiene – Online <http://www.imalert.com.au/foodsafety/training>
- Smart Move <http://smartmove.safetyline.wa.gov.au/course/view.php?id=>
- Protecting Vulnerable Children – Online; <http://vulnerablechildren.e3learning.com.au/courses/unit2710/>
- For ECT Qualifications, registration with the Teacher Registration Board of WA or the equivalent regulatory body and maintained for duration of employment (where applicable)

Signed

.....
Delegated Authority Title
On behalf of The Service

.....
The Employee