

EMPLOYMENT AGREEMENT

NOTE: This is not a Workplace Agreement.

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into as of _____ [insert date] (the "Effective Date") by and between:

[NAME OF EMPLOYER], an Australian corporation
Registered Address: _____
(the "Employer")

- and -

[NAME OF EMPLOYEE], an individual residing at _____ [insert employee's address]
(the "Employee")

WHEREAS, the Employer desires to employ Employee as a _____ [insert name of position], and Employee desires to accept employment with the Employer, on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto covenant and agree as follows:

1. Employment

1.1 The Employer hereby agrees to employ the Employee, and the Employee agrees to be employed by the Employer, on a full-time basis at the remuneration and on the terms and conditions contained in this Agreement.

2. Commencement; Term; Renewal

2.1 The Employee shall commence employment on _____ [insert date], at _____ AM/PM [insert time].

2.2 [If the agreement is for a fixed term, use the following two paragraphs.] Subject to any renewal hereof, the term of the Employee's employment shall be for a period of _____ [years/ months] from the commencement date.

2.3 If the parties intend to renew this Agreement after the expiration of the term of this Agreement, they shall, within the ninety (90) day period prior to the expiration of the term, negotiate in good faith to achieve a new agreement to take effect from the end of the term. If a new agreement is not negotiated and the employment continues after the expiration of the term, the employment shall thereafter continue on a periodic month-to-month basis, and all provisions of this Agreement other than the fixed term provision shall continue to apply to the employment until such time as a new agreement is negotiated or the employment is terminated.

OR

2.2 [If the agreement is for no fixed term, use this paragraph instead of the two foregoing paragraphs.] This Agreement shall run from [month to month / quarter to quarter] from the commencement date, but the Employer warrants that it will not exercise its right to terminate the Agreement within twelve (12) months from the commencement date.

3. Workplace

3.1 The Employee shall perform his/her duties and responsibilities hereunder at the Employer's location, at _____ [insert full address of workplace location], or such other place of employment as may be agreed between the parties in writing.

4. Hours of Employment

4.1 The Employee's normal hours of work shall be from _____ AM/PM to _____ AM/PM, _____ day through _____ day for a total of thirty-eight (38) hours per week.

4.2 The Employer may from time to time require the Employee to work at certain times and on certain days in substitution for or in addition to the normal hours of work, but the Employer shall not require the Employee to work more than nine (9) hours nor less than four (4) hours on any one day, except as agreed between the parties.

4.3 The Employee may, with the Employer's consent (not to be unreasonably withheld), nominate one day per work week as a "day off". The day off can be same day each week or a different day, as agreed between the parties, and if by agreement the Employee works on a previously agreed day off, the Employee must receive either time off in lieu or be paid overtime.

5. Position; Performance of Duties

5.1 The Employee shall be employed in the position of _____ [*insert name of position*].

5.2 The Employee shall perform all of the duties of the position as set forth in Schedule 1 attached to this Agreement. The Employer and the Employee may agree from time to time to change the Employee's duties, provided that any such change must be in writing and signed by both parties.

5.3 The Employee shall report to the _____ [*insert supervisor / department head*] or to such other person as the Employer may designate from time to time.

5.4 The Employee shall devote his/her full time and attention to the Employee's duties during the hours of employment, and shall do all in his/her power to promote, develop and extend the business of the Employer.

THIS IS A 10-PAGE DOCUMENT.