

# Guide to Writing your Employment Terms and Conditions

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## **1. Introduction**

The terms and conditions of employment outlined in this document cover all employees of [Your business name] (“Employer”). Note that the term ‘appointment letter’ encompasses all letters that appoint you to any position in Employer, including letters of offer, promotion and transfer.

## **2. Remuneration**

Total salary packages within Employer are known as Position Cost Budget (PCB). Details of your PCB will be attached to your appointment letter as a separate document.

### ***Payment of Base Salary***

Your base salary will be paid by electronic funds transfer into your nominated bank account.

Your appointment letter states whether you are paid on a fortnightly or monthly basis.

Employees paid fortnightly are paid every second Thursday for that week and the previous week. Employees paid monthly are paid by the end of the month for that calendar month.

You must complete a Salary Bank Deposit form upon your commencement. You may arrange with Human Resources for separate deductions to be taken from your salary each time you are paid.

### ***Health Insurance Deductions***

Deductions for HCF, MBF and NIB can be organised by contacting the Human Resources Department.

### ***Salary Review***

Your PCB will be reviewed on a yearly basis on the anniversary of your commencement.

Any salary adjustment is at Employer’ discretion. Nothing in this clause entitles you to a salary increase.

### ***Superannuation***

If you are eligible for TEST, Employer will contribute 9% of your base salary to the fund in line with the Superannuation Guarantee Levy.

Please note that you may voluntarily elect to make additional pre-tax contributions to the TEST fund. Contributions will alter your base salary and the leave loading components of your total PCB. Note that Superannuation contributions form part of your PCB.

### ***Expense Reimbursement***

Legitimate and reasonable business expenses incurred by you while undertaking your duties and approved by Employer will be reimbursed upon the production of receipts.

Further information is available upon your request.

### **3. Performance**

#### ***Duties and Responsibilities***

You are required to carry out, to the best of your skill and ability, all requirements of your position as set out in your Position Description.

You may also be required to perform other duties as required by Employer in addition to the duties set out in your Position Description.

#### ***Performance Appraisal***

Performance reviews are conducted twice yearly and include a documented assessment of your performance against job-related performance criteria, a feedback and development discussion with your manager and completion of an employee development plan. This plan may set out actions designed to improve job performance, such as access to training and performance improvement programs.

#### ***Performance Management***

In the event your performance or conduct does not meet Employer's expectations, our performance management process is designed to help and encourage you to achieve and maintain high standards of conduct, attendance and job performance. Full details of the Performance Improvement Policy and Procedure may be accessed on the Employer Intranet site.

### **4. Hours of Work**

#### ***Core Office Hours***

The standard number of hours to be worked by full time permanent employees is 40 per week. The core office hours are 8.30am to 5.30pm Monday to Friday with a 30-minute lunch break daily. Please note that these are the core office hours only and changes may occur from department to department depending on business requirements and where agreement is reached between employees and management.

Departments where employees are currently required to work outside core office hours are listed below.

#### ***Department Specific Hours***

Acceptance Teams

You may be required to work on weekends if the need arises. These hours are in addition to the standard number of hours to be worked by a full time permanent employee and will be treated as overtime which may be either taken as time in lieu or paid as per the Clerks' Award of your State of employment.

### **5. Probationary Period**

Your employment will be subject to a three-month probationary period. At any time during the probationary period your employment may be terminated by either party on five working days' notice or by Employer making a payment of five days' pay in lieu of notice or part thereof.

During the probationary period, Employer will assess your suitability for the position. If at the end of the probationary period you do not meet the required standard, your employment will automatically terminate on expiry of the probationary period. As an alternative to terminating your employment, Employer may, at its discretion, extend your probationary period by a further period to a maximum duration of three months.

## **6. Professional Conduct**

The following code of conduct contains a set of general business ethics applicable to all employees of Employer.

### ***Equal Employment Opportunity***

Employer is committed to the principles of Equal Employment Opportunity (EEO), which upholds an employee's entitlement to a workplace free of harassment, victimisation, vilification and discrimination. Employer's management philosophy is one that promotes mutual trust, respect, equity and fair treatment for all employees.

EEO in the workplace means that all employees or prospective employees will be entitled to employment, promotion and training on the basis of their skills, knowledge, abilities and experience rather than on the basis of irrelevant factors.

A copy of the Equal Employment Opportunity Policy and Procedure is available upon your request. All employees are required to be familiar with the policy and comply with its provisions.

### ***Complying with Rules, Regulations and Legal Requirements and Company Policy***

Employees of Employer are required to abide by all applicable rules and regulations and Government legislation.

### ***Policies***

Employees must abide by all of Employer's policies as replaced, amended or varied from time to time.

If an employee fails to abide by Employer's policies, it may lead to disciplinary action up to and including the termination of employment.

### ***Confidentiality***

The principle of 'confidentiality' underlies all functions of Employer activities. Employees must treat all information and material that concerns Employer's business affairs, or its customers or its employees, with absolute confidentiality. Accordingly you agree that you will not either during or after your employment with Employer, use any confidential information for the benefit of any person or entity except Employer. Your obligations regarding confidentiality continue after your employment relationship with Employer has ended.

"Confidential information" includes all information and intellectual property, however recorded or stored, relating to the business interest, methodology or affairs of Employer or any person or entity with which Employer deals or is concerned which is not in the public domain.

### ***Honesty and Integrity***

To ensure that Employer retains the trust and confidence of its customers and the general public, employees must at all times perform their duties and responsibilities with honesty, integrity, objectivity and diligence.

### ***Conflict of Interest***

Employees must not be engaged or interested in any activity which may be in conflict with the interests of Employer. Employees must not engage or have an interest in any business or employment outside Employer, which may:

- Adversely affect or otherwise interfere with the employee's performance of his or her duties at Employer;
- Influence the judgment of the employee so that he or she may not act in the best interests of Employer; or
- Involve the employee in any financial dealings on behalf of a company or other body with Employer.

You must not communicate with the media about any aspect of Employer's business activities, unless you have received specific permission from the relevant Manager and have complied with all relevant Employer policies.

### ***Use of Systems and Computer Software***

You must familiarise yourself and comply with Employer's policies and procedures.

You must not introduce any unauthorised software onto Employer's computers as this can lead to criminal penalties for software piracy, as well as infection of the Employer system by computer viruses.

In addition, you must ensure that your computer passwords are never left unsecured.

While Employer respects your privacy, Employer reserves the right to conduct systems monitoring and access files, emails and logs as required for business purposes.

### ***Dishonest Behaviour***

You must use Employer's assets responsibly in accordance with work requirements. Such assets include Employer computer equipment, office supplies and equipment, Employer funds and business information.

You must not:

- Take or use for personal benefit any Employer asset; or
- Assist others who engage in such behaviour.

### ***Gifts, Favours, Entertainment***

You may only accept a gift or form of entertainment if it is of nominal value, is justifiable in all circumstances, is not a bribe and will not influence your decision-making regarding the best interests of Employer.

### ***Community Support***

Employer endeavours to take a constructive interest in community affairs and supports appropriate charitable, professional or community activities.

### ***Workplace Safety***

You must comply with Occupational Health and Safety laws operating in the state in which you are employed.

You must also comply with the Employer Occupational Health and Safety Policy, which is available upon request.

### ***Company Resources***

Company vehicles and other company resources are solely available for the purpose of carrying out Employer business and must not be used for personal matters.

### ***Professional Dress and Conduct***

You are to wear professional business attire while on Employer business, unless formally exempted by Employer.

You must conduct yourself in a professional and considerate manner in dealing with Employer customers and other members of staff.

### ***Acting within Delegated Authority***

You will be informed of the limits of your authority in acting for or speaking on behalf of Employer. If you are uncertain of the limits of your authority, you must refer to Employer's policies and procedures and/or to your immediate Supervisor or Manager.

### ***Consequences of Breaching the Code of Professional Conduct***

If the standards of conduct set out in this section 6 'Professional Conduct' are breached, you will face disciplinary action which may lead to termination of your employment, and, in some circumstances, legal proceedings. If you are uncertain as to whether your actions may breach the standards set out in this section, you should seek your Manager's advice.

## **7. Termination of Employment**

Employment may be terminated by either you or Employer giving one pay period's notice, except during the probationary period when 5 days notice is required.

Employer, at its discretion, may pay out your notice or part thereof or require you to perform different duties while you are on notice.

Employer may, however, terminate your employment without notice if you are guilty of negligence or misconduct or if you breach Employer policies and procedures or the terms of this document.

## **8. Non Competition**

### ***During employment***

You represent and warrant that you will not without the prior written consent of Employer during your employment with Employer either directly or indirectly in any capacity (including without limitation as principal, agent, partner, employee, shareholder, unit holder, joint venturer, director, trustee, beneficiary, manager, consultant or advisor) carry on, advise, provide services to or be engaged, concerned or interested in or associated with any business or activity which is in competition with any business carried on by Employer (or any related company of Employer), or be engaged or interested in any public or private work or duties which in the reasonable opinion of Employer may hinder or otherwise interfere with the performance of your duties under this Agreement.

### ***After employment***

You represent and warrant that you will not without the written consent of Employer during the period of 6 months after termination of your employment with Employer, however that termination occurs:

- Anywhere within 5 kilometre radius of the principal place at which you work directly or indirectly in any capacity (including without limitation as principal, agent, partner, employee, shareholder, unit holder, joint venture, director, trustee, beneficiary, manager, consultant or advisor) carry on, advise, provide services to or be engaged, concerned or interested in or associated with any business or activity which is competitive with any business carried out by Employer (or any related company of Employer) at the date of termination of your employment;
- canvas, solicit or endeavour to entice from Employer any person or entity who or which at any time during your employment or at the date of termination of your employment was or is a client or customer of or supplier to Employer (or any related company of Employer) or in the habit of dealing with Employer (or any related company of Employer);
- solicit, interfere with or endeavour to entice away any employee of Employer (or any related company of Employer); or
- counsel, procure or otherwise assist any person to do any of the acts referred to in the preceding three paragraphs.

This clause does not prohibit you (whether directly or through nominees) from holding shares listed on a recognised stock exchange, provided you do not hold more than 5% of the issued capital of a company.

## **9. Awards**

Your employment may be subject to a relevant award made in accordance with State or Federal legislation. The Award does not form part of the terms and conditions of your contract of employment.

## 10. Leave Entitlements

### **Annual Leave**

Full-time employees are entitled to four weeks (20 working days) of annual leave for each completed year of service. This may be taken in up to four separate blocks. Employees must take their annual leave within 6 months of the date it accrues. Employer may in certain circumstances direct you to take annual leave.

Part-time employees accrue four weeks annual leave, in proportion to the amount of time worked each week. Two of these four weeks must be taken in the Christmas/New year break, when the office will be closed for two weeks.

### **Long Service Leave**

An employee is eligible for long service leave upon completion of the following years of continuous service with Employer.

State	Years of Continuous Service	Period of Leave After Initial Eligibility	Subsequent Periods of Leave Thereafter
New South Wales	10 years	2 months	1 month after each 5 years
Victoria	15 years	13 weeks	4 1/3 weeks after each 5 years
Queensland	15 years	13 weeks	13 weeks after each 15 years
South Australia	10 years	13 weeks	1.3 weeks after each year
Western Australia	15 years	13 weeks	8 2/3 weeks after each 10 years

### **Sick Leave**

The table below outlines sick leave entitlements for full-time employees:

Years of service	Sick leave entitlement each anniversary year
1 <sup>st</sup> year	5 days (NSW & VIC) 8 days (QLD) 10 days (SA & WA)
2 <sup>nd</sup> and subsequent years	8 days (NSW, VIC & QLD) 10 days (SA & WA)

Part-time employee sick leave entitlements accrue on a pro-rata basis in proportion to the amount of time worked.

Any entitlement to accrued sick leave is not payable on the termination of your employment.

### **Other Leave**

The Leave Policy is available upon request and includes details of the following leave entitlements:

- Carer's Leave;
- Bereavement Leave;
- Jury Service Leave;
- Defence Force Service Leave;
- Parental Leave;
- Voluntary Services Leave;
- Blood Donor's Leave; and
- Study and Examination Leave.