

SAMPLE EMPLOYMENT AGREEMENT FOR CLERICAL OR ADMINISTRATIVE STAFF



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SAMPLE EMPLOYMENT AGREEMENT FOR CLERICAL OR ADMINISTRATIVE STAFF

[date]

[name]

[address]

Dear [name],

[The following introduction is only suitable where the employer is a natural person, and needs to be changed if the employer is a partnership or grandfathered company].

I am pleased to offer you the position of **[insert job title/description of job – e.g. Receptionists or Administration Supervisor]** with my firm (the “firm”) on the conditions set out below. *[Note: The job title/description chosen should naturally fall within, and you should specify a particular Grade under, clause 5(iii) of the Clerical and Administrative Employees (State) Award – see copy in the OAA’s Members’ Manual].*

Would you please sign and date the attached copy of this letter and return that signed copy to me to confirm your acceptance.

Commencement

I confirm that the proposal is for you to start at 9.00 am on **[date of commencement]**.

Duties

Your duties are **[insert detailed job description – refer to specific duties mentioned in relation to the appropriate Grade of employee under clause 5(iii) of the Clerical and Administrative Employees (State) Award]**.

However you will be required to be flexible in this position and must be prepared to undertake such other administrative work as may be assigned to you by the firm from time to time. The firm may assign particular or additional management, administrative or clerical tasks to you from time to time. Such work may be outside the area of your normal duties.

SAMPLE EMPLOYMENT AGREEMENT FOR CLERICAL OR ADMINISTRATIVE STAFF

The above notes are a description of the job and the requirements of the position, as they are at present. The firm periodically examines job descriptions and updates them to ensure that they relate to the job as then being performed or to incorporate whatever changes are being proposed. This procedure involves consultation with you and you are expected to participate fully in such discussions.

The firm aims to reach agreement to changes, but if agreement is not possible, the firm reserves the right to insist on changes to your job title, reporting arrangements and, within reasonable bounds, changes in the other relationships relevant to the job and in duties, accountabilities, key result areas and specific responsibilities.

Apart from the specific matters noted above, you are required to apply yourself to the position in a professional and responsible fashion at all times and to attend to all associated administrative responsibilities that arise from time to time in relation to the position.

General Obligations

In addition to your specific duties, you are required to always act in the firm's best interest and to refrain from acting, or being seen to act in conflict with those interests. You must use your best endeavours to protect and promote the firm's reputation and to perform the duties assigned to you from time to time to the best of your abilities and knowledge.

Salary

Your salary will be A\$[insert] gross per annum payable in equal weekly/fortnightly instalments in arrears, and to be adjusted for any broken period at the end of your employment. That is a figure which does not include the amount the firm may pay to avoid being liable in relation to the Commonwealth Superannuation Guarantee Levy, but is a gross figure subject to deductions for PAYE income tax and any other applicable statutory charges or deductions. Your salary will be reviewed annually at the start of each New Year.

Salary Payments to Bank Account

The firm reserves the right to pay your salary directly into a bank account on your behalf. If required, you must provide details of an appropriate bank account to which the firm may make such payments.

SAMPLE EMPLOYMENT AGREEMENT FOR CLERICAL OR ADMINISTRATIVE STAFF

Basis of Employment

This job offer is based on the qualifications and job competencies which you have outlined and the references which you have produced.

Reporting

The position presently reports to **[description of other management position, e.g. principal/proprietor]**, presently **[name of the person in that other position]**.

Award

Your employment is governed by the Clerical and Administrative Employees (State) Award (“the Award”) and the firm classifies the position as a Grade **[insert applicable grade number under clause 5(iii) of the Award]** role for the purposes of the Award. However, the firm does not bind itself to always treat the position as having that classification and may wish to revise the classification as circumstances change.

[Optional sentence to be used only if applicable: Your salary is currently more than 15% above the prescribed salary for the highest Grade position possible under the Award, which means that your employment is exempt from many of the provisions of the Award].

[Note: The Award can cover many aspects of employment entitlements and obligations including salary and superannuation, annual leave and sick leave, redundancy and termination. If in any doubt about the terms of the Award, or which other awards may be relevant, get specific advice].

Changes in the Award

If there is any change in the relevant Award which makes it mandatory for the firm to change your remuneration, benefits or other conditions of employment, then the firm will honour the changed Award.

However, if there are any non-mandatory alterations that will not change the basis of your employment and the basis of your employment will continue as if those changes had not occurred unless we agree otherwise.

SAMPLE EMPLOYMENT AGREEMENT FOR CLERICAL OR ADMINISTRATIVE STAFF

Holidays

Your annual leave entitlement is 20 working days and pro rata for less than a full year's service. That entitlement is given in accordance with the New South Wales Annual Holidays Act 1944.

Not more than 15 working days can be taken together as leave at any one time. You must give at least 6 weeks notice of proposed holidays and these must be agreed with the firm. **[Note that, currently (i.e. as at 1 May 1999) under the Award a loading of 17.5% of salary applies to annual leave].**

You are entitled to all public holidays as specified in the Government Gazette for New South Wales.

The firm reserves the right to require you to work on public holidays in return for which you will be entitled to extra holidays equal to the periods worked to be taken as agreed with the firm, subject to the Award.

Notification of Sickness or Other Absence

If you are absent from work for any reason and your absence has not been previously authorised by the firm you must inform the firm by 10.30 am on the first day of absence.

Sick Leave

You are entitled to sick leave in accordance with the Award. The Award provides that, subject to production of a medical certificate, you may be entitled to 5 days sick leave in your first year of employment.

Changes in Personal Details

You are required to notify the firm immediately of any change in your name, address or concerning any other change in your circumstances which is relevant for personnel administration or normal statutory purposes.

Long Service Leave

Long service leave is available in accordance with the Long Service Leave Act.

SAMPLE EMPLOYMENT AGREEMENT FOR CLERICAL OR ADMINISTRATIVE STAFF

Superannuation Plan

The firm pays **[Insert level of contribution, e.g. the minimum]** superannuation contributions required to avoid liability under the Superannuation Guarantee Levy scheme. Please provide us with details of your superannuation fund when you return this letter.

Hours

Subject to the other provisions of this offer, you are required to devote all of your time and attention between the hours of **[times and days of the week, e.g. each week from 9am to 5pm on Mondays to Fridays; and also each second week from 9am to 5pm on Thursdays and from 9am to 5pm on Saturdays]** to the job and to the discharge of your duties. The firm reserves the right to change the working hours.

Subject to the Award, it is a condition of your employment that you may be required to work overtime depending on the requirements of your work and at the discretion of firm. Payment for overtime will be made at the rates required under the Award.

Location

Initially you will be located at our premises at **[insert address]**, but we may require you to work out of any other location around **[insert area e.g., Sydney or Newcastle]** from time to time.

You must also undertake travel, if and as the firm may reasonably require from time to time.

The firm will meet your reasonable expenses for this travel with prior approval.

Probation Period

The position is offered on the basis that you are on probation for the initial period of **[insert number – no more than 6 months]** months. The firm reserves the right to terminate the arrangement without advance notice during that period if the firm feels that the arrangements are not working out.

Termination

With effect at any time after your initial period of engagement the period of notice to be given in writing by the firm or by you to terminate your employment is one week or, if longer, the period of notice set down in the Award except in the circumstances justifying immediate termination of your employment by the firm.

Your employment may be terminated by the firm, without notice or pay in lieu for serious and wilful misconduct.

This contract is for a period of [insert] months starting from the commencement date specified above. If by mutual agreement you continue in the firm's employment after that date, then that continuation will be for an indefinite period and the termination provisions mentioned above will apply.

Firm Policies

Various policies will exist from time to time for the effective and safe conduct of the firm's operations and the welfare and interests of those who work for the firm. Details of the policies which are in force from time to time will be published and all employees are expected to make reasonable attempts to be aware of those policies and are expected to comply with them. The firm has the right from time to time to change existing policies, or introduce new ones, which you as an employee are required to observe. Information about particular policies will normally be provided in circulars, on notice boards or otherwise brought to the attention of those concerned. Examples of such policies include no smoking policies, safety procedures, policies about minimum clothing requirements and grievance policies.

The firm also, in the same way, may adopt or is entitled to amend, rules or policies in relation to the general conduct of all employees which all employees are required to observe.

Violence at Work

The firm is committed to the security and welfare of all its employees. The firm will have an appropriate policy to be observed and the policy will specify procedures to be followed in the event of violence occurring at work. Liaison ought to take place within the firm at all stages where there is a complaint about violence, except for immediate action which is necessary to prevent injury.

Sexual Harassment

The firm also is committed to adopting a policy forbidding sexual harassment and for handling complaints about sexual harassment. All employees are required to comply with that policy which will guarantee to deal with allegations of harassment seriously, promptly and in confidence; and the firm will protect employees who lodge complaints from victimisation.

Discrimination

The firm is also committed to adopting a policy forbidding unlawful discrimination and for handling complaints about discrimination. All employees are required to comply with that policy which will guarantee to deal with allegations of discrimination seriously, promptly and in confidence. The firm will protect employees who lodge complaints about discrimination from victimisation.

Privacy

The firm applies the Federal Privacy guidelines and is also generally concerned to take all reasonable steps to protect the privacy of employees. All employees are required to respect the privacy of other employees and clients and also comply with any reasonable policies that the firm adopts from time to time for the better protection of privacy. All employees are required to deal with allegations of breach of privacy seriously, promptly and in confidence; and the firm will protect employees who lodge complaints about breaches of privacy from victimisation.

Performance Appraisal

You are required to participate in any appraisal scheme which the firm operates from time to time for employees at your grade or level. The firm may amend or modify the appraisal scheme from time to time. Your participation may mean being involved in a scheme both to be appraised and also to do appraisals of others.

Limits on Your Powers

The following things are outside your powers without the firm's written approval and you must not do them:

- Bind the firm to any Agreement, or vary or terminate any Agreement which involves the firm;
- Commit the firm to any liability or course of action; or
- Take any action which is otherwise the prerogative of the proprietor of the firm.

The firm reserves the right from time to time to give you notice of other things which must not be done without some form of prior approval.

Computer Use

You must not use any computer owned or provided by the firm, for any purpose other than to carry out your duties. You must not use any disks or other computer media which are not the firm's property and you must not undertake any private or other activity by using such disks on any the firm equipment. One purpose of this requirement is to ensure that no viruses are introduced into the firm's systems. Another is to ensure that the firm is not involved in any breach of copyright or other similar legal right which belongs to someone else.

Public Statements

You are not authorised to make any public statement on behalf of or about the firm.

Confidential Information

In what follows, *confidential information* includes the following, whether or not in material form:

- (a) All confidential information relating to the firm or any related firm, person or company including without limitation any patient/client of the firm; and also
- (b) Other confidential information of which you are or become aware in the course of or by reason of your employment.

SAMPLE EMPLOYMENT AGREEMENT FOR CLERICAL OR ADMINISTRATIVE STAFF

You must not use confidential information except solely for the purpose of performing your duties under this agreement. You must protect the confidentiality of confidential information. You may only disclose confidential information to someone who is aware that it is confidential and agrees to keep it confidential and who has signed any confidentiality agreement required by the firm. Even then you may only disclose confidential information to a person who has a need to know (and only to the extent that he or she has a need to know for the benefit of the firm) or who has been approved by the firm.

Your obligations of confidentiality do not extend to anything that is or becomes public knowledge (otherwise than as a result of a breach of your obligations by you or someone else) or which the law requires you to disclose.

Your obligations of confidentiality continue indefinitely after termination.

Without limiting the general words above, all patient and customer records are confidential information which belongs to the firm, and must be handled and respected according to your obligations set out above.

Other Positions

Whilst employed by the firm, you must not undertake any other appointment, position or work without first obtaining the firm's written consent. The firm will not unreasonably withhold consent in respect of some other administrative position, where there is no conflict with your duties, no impact on your availabilities and no potential conflict of interest or potential for damage to the firm's reputation.

Return of the Firm's Property

Immediately on termination of your employment, you must return all of the firm's property which is in your possession or control.

Without limiting those general words, from time to time the firm may supply you with particular items of clothing or particular things to assist you with your job. At all times those items remain the firm's property. You must take reasonable care of such items and return them in good condition, fair wear and tear excepted, on the termination of your employment.

All records relating to the operation of the firm and client/patient records are the firm's property. This includes all clients/patients to whom you provide professional services during your employment by the firm.

SAMPLE EMPLOYMENT AGREEMENT FOR CLERICAL OR ADMINISTRATIVE STAFF

Previous Employment

Please note that no period of employment with a previous employer counts as continuous employment for the purposes of your employment with the firm.

Variations

The nature of your role and your levels of responsibility may be significantly varied whilst you are employed by the firm. Irrespective of any such variations, the conditions set out in these notes continue to apply unless otherwise amended in writing, signed by a duly authorised representative of the firm.

Yours sincerely

[Employer - representative's name]

[position held]

I acknowledge and accept this offer and the conditions outlined.

(Signature)

(Date)