

New Year Housekeeping Employment Contract **Must Haves**

Correct Legal Entity

◆ Is the contract with the correct legal entity of your business? For a contract to be binding and enforceable, it must be entered into by a legal entity.

◆ For example “XYZ Pty Ltd ACN 123 456 789” or “XYZ Pty Ltd ACN 123 456 789 as trustee for the XYZ trust”.

COVID

Covid-19 clause that allows you to require an employee to:

- ◆ not attend work and/or get tested if they have symptoms; or
- ◆ get vaccinated in accordance with Government guidelines and/or directives (if mandated).

Confidential Information and IP

Confidential information and intellectual property clauses to protect from employees stealing your clients and using your confidential information and data.

Days and Hours

Written days and hours the employee is required to work.

Salary

Remuneration and specify whether it is inclusive or exclusive of superannuation.

Fairwork Statements

Have you given them a copy of the Fair Work Information Statement and if they are casual, the Casual Employment Information Statement as well.

Modern Award

Is the employee covered under an Award? If so, familiarise yourself with the clauses in the Award as these cannot be overridden by the contract except in very limited circumstances.

Annualised Salaries

◆ If you pay your employees above Award rate, is there an Annualised Salary clause specifying all the Award entitlements that are lumped into the above Award salary?

◆ If not, you may end up paying these entitlements on top of the employee’s salary if you don’t comply with the requirements of an Annualised Salary.

Roles and Responsibilities

Clear job description with roles and responsibilities.

Restraints

To prevent particularly your managerial and high earning staff from poaching your employees and/or clients. Any restraint must be reasonable as to the employee’s position.

Termination

◆ Termination clauses outlining serious misconduct that allows you to terminate their employment immediately.

◆ Any termination should only be done after seeking legal advice, as it opens you up to the risk of a Fair Work unfair dismissal application.

Signed

Is it signed by both the employer and the employee?