

## Basic employment agreement (full time)

This precedent has been co-authored for LexisNexis by **Seymour Hyman Workplace Law, Sydney**.

This document is part of a LexisNexis suite of Employment Agreements, developed by Specialist Editor **Justine Turnbull, Partner, Seymour Hyman**.

This precedent is current to **13 May 2014**.

### Introductory note

This precedent is a basic, short form agreement for permanent, non-award employees (both full time and part time).

It contains many optional clauses that may be either included or omitted depending on the circumstances of the situation. However it does not contain all the clauses that may be required. Additional clauses are available separately to deal with specific situations such as casual employees, based on sales, salary sacrifice benefits, travel etc. This basic employment agreement also contains shorter form confidentiality and non-compete clauses. Again, longer form clauses are available separately.

There is also a longer form employment agreement (the "long form" or "standard form" agreement (long form").)

Schedule 1 provides space for a detailed description of the employee's position.

LEXISNEXIS  
SAMPLE

[Date]

[Employee full name]  
[Employee address]

Dear [Employee first name]

**Re: Offer of employment**

I am delighted to make the following offer of employment to you (Employer).

Please read through the terms and conditions of this agreement and date your acceptance before returning a signed copy to me.

**1 Position**

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**1.1 Role and duties**

You will be employed as [position title] on the [start date]. Your role will involve the duties and responsibilities set out in the job description which the Employer may allocate to you from time to time.

**1.2 Reporting**

You will report to [name/position title of employer] or another person nominated by the Employer.

**1.3 Change of role and duties**

The nature of your role, duties, levels of responsibility and remuneration may change during the term of this agreement at the discretion of the Employer.

**1.4 Location**

You must perform your duties at [location]. However, the Employer may move you to different locations provided that such a move is in your best interests and does not inconvenience you.

**2 Commencement Date**

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Your employment with the Employer will commence on [start date].

**3 [Optional: Probationary period and termination]**

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(a) Your continued employment is subject to a probationary period of [number] months. During the probationary period either party providing 1 week written notice may terminate this agreement.

(b) Upon satisfactory completion of the probationary period in accordance with the provisions of this agreement.

LEXISNEXIS Sample

## 4 Hours of work

- (a) You will devote substantially the whole business hours of the Employer to the
- (b) You will conform to such hours of work you. You will not be entitled to receive business hours.

## 5 Remuneration

### 5.1 Salary

- (a) You will be entitled to payment of a salary paid [*insert appropriate time period, eg monthly*] account nominated by you.
- (b) The Employer hopes to provide you with Your remuneration is in excess of all employee benefits or similar instrument that may apply to you. This agreement or similar instrument applies
  - (i) it applies as a matter of law and
  - (ii) your remuneration and, if applicable, can be used to set-off, all or similar entitlements including penalties.

### 5.2 Superannuation

The Employer will, in addition to the salary, meet the Employer's obligations under the Superannuation regulations made pursuant thereto.

## 6 Leave

### 6.1 Annual and long service leave

You will be entitled to annual and long service leave.

### 6.2 Personal/carer's leave and compassionate leave

- (a) You will be entitled to 10 days paid personal leave to attend work due to illness or injury, or member or other member of your household due to illness or injury.
- (b) Untaken paid personal/carer's leave accumulates on termination.
- (c) In addition, you will be granted two days personal/carer's leave and you provide this clause 6.2(c) arise each time you require a member or other member of your household to attend work due to illness or injury.