SAMPLE EMPLOYMENT AGREEMENT

This contract, executed on , between and , has the following terms of employment:

# START DATE

The Employee will start employment on and continue until either party elects to terminate the relationship.

# WORKPLACE ADDRESS

Work will be performed at .

# WORK SCHEDULE

The following represents a typical schedule. The Employer will limit fluctuations as much as possible and provide as much notice as possible of any changes.

|  |  |  |  |
| --- | --- | --- | --- |
| * Sat | From: am/pm | To: am/pm | Daily hours |
| * Sun | From: am/pm | To: am/pm | Daily hours |
| * Mon | From: am/pm | To: am/pm | Daily hours |
| * Tue | From: am/pm | To: am/pm | Daily hours |
| * Wed | From: am/pm | To: am/pm | Daily hours |
| * Thurs | From: am/pm | To: am/pm | Daily hours |
| * Fri | From: am/pm | To: am/pm | Daily hours |

Total weekly hours

# JOB RESPONSIBILITIES

* + Childcare. The name and date of birth (DOB) of each child is listed below.

We recommend attaching a specific list of tasks, timelines and instructions to this contract.

# COMPENSATION

Regular rate of pay = $ per hour

+ Overtime rate of pay = $ per hour (for more than 38 hours in a week or more than total weekly hours agreed)   
Total compensation = $ per week

Wages will be paid at the place of work:  Weekly (every Friday)

* + Fortnightly (every other Friday, or 26 times per year)  
     Method of payment:

**Please note**: Employers in Australia are required to pay no less than the [Miscellaneous Award](https://asset.fwc.gov.au/documents/documents/modern_awards/award/ma000104/default.htm) rate, which also specifies overtime entitlements.

## VEHICLE ALLOWANCE & GENERAL EXPENSES

If the Employee agrees to drive any kilometres while on the job using their own car, they will be reimbursed at $0.80 per kilometre (Award rate).

The Employee will be reimbursed at cost for all reasonable expenses agreed with the Employer, and the Employee will keep all receipts and submit them to the Employer for reimbursement at the end of the payment period.

**BENEFITS**

The Employer will contribute to the following Employee expenses (tick any that apply):

* + Mobile phone service in the amount of $ per month (up to total amount of bill)
  + Car parking or road tolls

If the Employer does **not** reimburse these expenses, the Employee may be able to claim tax deductions for them as work-related expenses.

## SUPERANNUATION

The Employer will make superannuation contributions in the amount specified by the [Australian Tax Office (ATO](https://www.ato.gov.au/rates/key-superannuation-rates-and-thresholds/?page=22)) (currently [\_\_\_% of salary](https://www.ato.gov.au/rates/key-superannuation-rates-and-thresholds/?page=22)).

**Please note:** Generally, If the Employee works more than 30 hours per week or earns more than $450 before tax in a calendar month, the Employer must make [Superannuation Guarantee contributions](https://www.ato.gov.au/Business/super-for-employers/work-out-if-you-have-to-pay-super/#Domesticorprivateworkers) to the Employee’s super fund.

# PAID TIME OFF

The Employee will receive the following paid time off:

* + Sick leave ( days per year). week(s) notice is requested for any medical appointments etc. which may cause the Employee to miss work.
  + Annual leave ( days per year). The Employee will submit holiday requests at least   
     week(s) in advance.

**Please note**: Employees in Australia are entitled to 20 days’ annual leave or a pro rata amount if part-time. Employees are also entitled to sick leave (pro rata if part-time). The [Fair Work Ombudsman has](https://www.fairwork.gov.au/leave/sick-and-carers-leave/paid-sick-and-carers-leave) calculation examples.

# PUBLIC HOLIDAYS

The Employer will provide **PAID** publicholidays, both national (New Year’s Day, Good Friday, Easter Monday, Anzac Day, Christmas Day and Boxing Day) and state or territory.

The Employer may make a reasonable request for the Employee to work on a public holiday, and substitute days may be agreed.

**Please note:** Entitlements to public holidays in Australia are explained in the National Employment Standards **(**NES). The NES has a [Pay and Conditions Tool](https://calculate.fairwork.gov.au/findyouraward)to calculate these entitlements.

# PAYING AND REPORTING WITHHELD AMOUNTS

The Employer will withhold the required income tax from the Employee’s pay as well as any Higher Education Loan Program repayment or similar.

So that the Employer can calculate the amount to withhold, the Employee needs to complete a Tax File Number (TFN) declaration and possibly also a Withholding declaration. The Employer will report these withheld amounts to the [ATO](https://www.ato.gov.au/business/payg-withholding/paying-and-reporting-withheld-amounts/) regularly as required.

In addition, the Employer will pay the Superannuation Guarantee Fund contribution.

# CONFIDENTIALITY

The Employee understands that any and all private information obtained about the Employer or their dependants during the course of employment, including but not limited to medical, financial, legal and career information, is strictly confidential and may not be disclosed to third parties for any reason.

# SOCIAL MEDIA POLICY

The Employee understands that no information about their location or plans for the day, or pictures of family members, should be shared on any social media network. The Employee will also not tell strangers to the family (e.g. caregiver’s friends) where they are spending the day, unless the family has authorised this.

# GROUNDS FOR TERMINATION

Grounds for immediate termination include, but are not limited to:

* Allowing the safety of the dependent(s) to be compromised
* Inconsistent performance or non-performance of agreed-upon job responsibilities
* Dishonesty
* Stealing
* Misuse of the family vehicle
* Breach of the confidentiality clause
* Persistent absenteeism or tardiness
* Unapproved guests
* Smoking or consumption of alcohol while on duty
* Use of illegal drugs

## The Employer hereby agrees to be fully bound by the terms of this contract.

Employer signature:

Printed name:

Date:

## The Employee hereby agrees to be fully bound by the terms of this contract.

Employee signature:

Printed name:

Date:

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