Australian Employment contract template

Note: The following is a generic template clause and should be adjusted according to the specific state/territory regulations (e.g. NSW, VIC, QLDB, WA, etc.) and specific facts. Please consult a lawyer or professional before use.

1. Persons, positions and duty stations

The employer (Party A) employs the employee (Party B) to serve in the \_\_\_\_\_\_ position, with the work location at \_\_\_\_\_\_. For specific job description and responsibilities, see the attached position description.

2. Probation period and regularization

The probation period is \_\_\_\_ months, during which either the employer or the employee may terminate the contract by giving written notice \_\_\_\_ days in advance. After the probation period and passing the examination, the employee becomes a regular employee.

3. Working hours and overtime

The standard working week is \_\_\_\_ hours. Overtime will be paid according to Australian national/state laws and company policies, either as overtime pay or by compensatory time off. The specific calculation method can be found in the company handbook.

4. Remuneration and benefits

The salary is in AUD \_\_\_\_\_\_ (annual/monthly/weekly), paid on a \_\_\_\_\_\_ basis, with or without performance bonus. The employer contributes to the pension (superannuation) as required by law and provides statutory leave, sick leave, and other benefits.

5. Leave and holidays

Employees are entitled to paid annual leave, sick leave, maternity leave/paternity leave, etc., in accordance with the National Employment Standards of Australia and employer policies.

6. Confidentiality, intellectual property and non-competition

Employees shall keep confidential the employer's trade secrets and sensitive information. Unless otherwise agreed, the employer's intellectual property rights such as inventions and works related to the job shall normally belong to the employer during the employment period and after leaving the company. If applicable, non-compete clauses may be agreed, provided that they are reasonable and comply with local laws.

7. Termination and dismissal

The termination of the contract includes mutual consultation, expiration, immediate dismissal (serious violation of discipline) or legal termination. Ordinary dismissal requires advance notice or payment of substitute notice, which shall be implemented according to national standards and contractual agreements.

8. Security and anti-discrimination

Both parties shall comply with occupational health and safety (OHS/Work Health & Safety) obligations and prohibit any form of discrimination or harassment. Workplace disputes shall be handled in accordance with the company's internal procedures and national laws.

9. Dispute resolution and applicable law

The employment relationship is governed by the Australian Employment Act and state laws under the contract. Disputes shall be settled by internal mediation and arbitration first, and submitted to the Fair Work Commission or the court if necessary.

sign ：

Party A (signature):

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_ \_\_

乙方(signature):

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_ \_\_\_\_

Witness (if applicable): Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_ \_\_ Month \_\_ Day

Disclaimer: This contract template is for reference only. The specific legal consequences shall be subject to the formal contract text signed and local laws