Contract of employment

Term time only employee

(Preschools only)

Use this template for:

* **Term time only** employee
* Full or part time
* Permanent or temporary (NOTE: temporary positions are for long term relief positions or positions that exist for a specific purpose such as special needs support)
* Children’s Services Award employee only
* Some Enterprise Agreement employees (except early childhood teachers working in a Preschool). Check your agreement for relevance

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| **Instructions***This template is a guide only. Ensure the inclusions meet your organisation’s specific requirements. Call CCSA on 1800 991 602 if you require assistance.*1. **Copy** the template onto your letterhead.
2. **Replace** the **blue** writing with what applies to your service, the position and your employee.
3. **Delete** any information that does not apply to this position and employee.
4. **Refer** to the “Questions to Ask” and “Notes” for guidance when replacing and deleting.
5. **Delete** the questions and notes boxes from the document.
6. **Re-number** the clauses if required
7. **Print** the completed contract of employment for signing by management and the employee. The signed original should be retained on your records, and a copy given to the employee.
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**1. Position**

This contract of employment is between (service name or employer)and (the employee) for the term time only position of (insert position title as your service calls it).

Your employment is made in accordance with the terms and conditions of the National Employment Standards (NES) and the (Children’s Services Award or insert your registered Enterprise Agreement title if it provides for term time only employment).

Your position is classified as (insert award / agreement classification, e.g. Children’s Services Employee Level 3).

Your employment is (permanent / temporary) (full / part) time.

Your commencement date / original date of employment (delete what is not required) is (insert date).

**Insert for a temporary position only**

Your finish date is (insert date).

(Insert for employees filling a parental leave position): The employee taking parental leave has rights under the National Employment Standards to return to work early under certain circumstances. You will be informed and provided with appropriate notice if this occurs.

A copy of the (award / agreement) and NES are available to view at the service (state where/how).

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| ***Questions to ask:**** Is this a new employee? (Existing employees cannot be moved over to term time only engagement.)
* Does the employee work in a preschool? (This category is only available to preschool employees.)
* What is the purpose of the role? What functions/tasks is the employee required to perform? This will often include how the role enables you to meet requirements under the NQF.
* How do the duties align with the award/agreement classification structure? This will help identify the correct classification and pay level.
* What qualifications are required?
* How much experience does the employee have at this classification level? Awards/agreements vary in the method used to determine the pay point.
* What is the title of the position?
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**2. Probation** (this clause is optional and can only be used for new employees. Delete if it does not apply or is not required.)

Your employment is subject to the successful completion of a probationary period of (insert number) months. During this time your progress and performance will be assessed, with ongoing feedback provided as required.

During the probationary period you or the employer may end your employment by providing 1 week / 4 weeks (or as appropriate under award/agreement/NES) notice.

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| ***Note:*** What is considered a reasonable probationary period will depend on things like industry practice, the job, and individual circumstances. 3 months is a common period of time. The unfair dismissal provisions of the Fair Work Act usually render a specific probation clause unnecessary. Moreover, probationary periods do not affect the employer’s obligation to address poor work performance in accordance with proper procedures, nor the employee’s right to lodge an unlawful or unfair dismissal complaint (subject to statutory time limits). If you are unsure, contact CCSA. |

**3. Duties and Responsibilities**

You will report to (insert immediate supervisor, e.g. Room Leader, Director, or Management Committee – use a job title, rather than an individual’s name).

Your duties are set out in the attached position description (attach appropriate description). You are required to perform these duties, and any other duties the employer may assign to you, having regard to your skills, training and experience.

In addition, you will be required to:

1. perform all duties to the best of your ability at all times;
2. use your best endeavours to protect and promote the employer’s activities and reputation;
3. refrain from acting in conflict with the interests of the employer; and
4. follow reasonable and lawful directions given to you by the employer, including complying with policies and procedures as amended from time to time.

You will be required to perform your duties at (location), or elsewhere as reasonably directed by the employer.

**4. Hours of Employment**

You shall be in attendance at the service for xx hours per week.

As a **term time** only employee, you are not required to attend work during non-term times, however your leave entitlements will continue to accrue at the appropriate rate throughout term time and non-term time.

Where a meal break is applicable (check award / agreement):
Your normal hours of work are to commence at (start time) and finish at (finish time)on (insert days of work) with a (paid / unpaid) meal break of (duration, e.g. 30 mins) to be taken as advised.

Where a meal break is not applicable (check award / agreement):
Your normal hours of work are to commence at (start time) and finish at (finish time)on (insert days of work).

(If the employee works shifts according to a roster, the roster or a sample roster may be referred to and attached.)

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| ***Questions to ask:**** What is the start and finish time each day?
* What are the total number of paid hours per week during term time? Remember to exclude the meal break time if unpaid.
* Is a meal break applicable under the award/agreement for the hours worked?
* Does a roster apply? Attach a sample.
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**5. Alterations to hours of employment**

The hours of work may be changed by mutual agreement between employer and employee. Alterations to hours of employment are to be made in writing.

**6. Classification and Remuneration**

The rate of pay applicable to your classification of (state classification and level, e.g. Children’s Services Employee Level 3.3) under the (relevant award or agreement, e.g. Children’s Services Award 2010) is $ (amount) per hour.

Include if paying an over award amount (example only):

However, you will be paid the over award rate of $ (amount) per hour. This over award payment will be reviewed each year at the time of the Fair Work Commission’s Annual Wage Determination. An increase in salary is not guaranteed, provided that you will be paid at least the minimum Award rate of pay.

Your salary will be paid (weekly or fortnightly, or monthly if award allows) on (pay day) by (cash, cheque, electronic transfer)

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| ***Questions to ask:**** How much experience does the employee have at the employed classification within the ECEC sector?
* What pay level is applicable to the employee according to the award / agreement?
* Will an over-award payment be included in the pay rate? Is it a $ amount or is it a percentage?.
* What conditions are associated with any over-award payment, such as the FWC Annual Wage Review?
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**7. Overtime and Time Off instead of overtime payments** (delete if not offering time off as an option)

All overtime must be approved prior to its accrual (or as per service’s policy).

Any overtime will be paid in accordance with the provisions of the (insert title of relevant award / agreement).

(Only insert the following if time off instead of overtime payments is offered by the employer:)
You have the option of accruing time off in lieu of payment for authorised overtime, subject to approval and the conditions of the (insert title of relevant award / agreement), to be taken in accordance with the employer’s policies and procedures.

**8. Non-Contact Time**

(Use only where there is a provision in the award / agreement for non-contact time. Delete if not applicable to this position.)

As part of your role in being responsible for the preparation, implementation and/or evaluation of a developmental program for children, you have (insert number of hours) hours per week of non-contact time for planning, preparing, evaluating and programming activities. This time will be advised to you in advance according to the roster.

This time will be advised to you in advance according to the roster.

**9. Superannuation**

You are entitled to Superannuation in accordance with the Superannuation Guarantee Act 1992 The current entitlement is 9.50% of ordinary time earnings, subject to a threshold of $450 per calendar month.

**10. Annual Leave**

You are entitled to annual leave of 4 weeks per year which accrues progressively according to ordinary hours of work.

All leave must be requested and approved according to the employer’s policies and procedures.

Annual leave loading, currently 17.5% is payable when annual leave is taken.

Annual leave is to be taken during the annual closedown over the Christmas period. Payment for the period between your annual leave finishing and the commencement of Term 1 will be unpaid (to a maximum of 4 weeks) with the exception of applicable public holidays / paid at ordinary rates / paid according to an annual service determination – delete as applicable according to the service’s policy.)

(Insert for temporary employees. Delete if not required.)
Your unused annual leave and annual leave loading will be paid out at the end of the temporary employment period.

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| ***Questions to ask:**** What are the award / agreement requirements for annual leave?
* What are the service policies for your annual closedown and accessing annual leave requirements? e.g. do you provide above award payments after the annual leave has been used?
* Are some staff required to return to work early? e.g. cleaning staff before educators
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| ***Notes:**** For services operating less than 48 weeks per year, such as preschool, the Children’s Services Award allows the service to direct employees to take annual leave during the Christmas vacation period.
* Different return dates may apply to different categories of staff such as cleaning staff who may need to return earlier than educators.
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**11. Personal/carer’s Leave**

The personal/carer’s leave entitlement under the (Children’s Services Award / agreement) is 10 (or insert higher amount if offering above award entitlement) days per year or pro rata amount.

This entitlement accrues progressively on a pro rata basis according to the number of ordinary hours worked.

If your service offers an above award entitlement to access personal/carer’s leave, change the details here.

Personal leave is available to you when you are absent:

1. due to personal illness or injury; or
2. you are required to provide care or support to a member of your immediate family or household who is ill, injured or has had an unexpected medical emergency affect them.

Evidence that would satisfy a reasonable person (for example, a medical certificate) may be required in accordance with the employer’s policy, such as (state duration of absence and/or occasion e.g. after a weekend or public holiday).

**12. Absence**

You are required to notify (state who e.g. Director) with at least 24 hours’ notice of an absence, or as soon as is reasonably practicable, and provide the estimated duration of the absence.

**13. Long Service Leave** (delete if this is a temporary contract)

You are entitled to long service leave as per the NSW Long Service Leave Act 1955, which provides for 2 months paid leave after 10 years’ service, and 1 month for each 5 years after that.

(If you are not a NSW employer, check and insert your state’s Long Service Leave provisions.)

**14. Parental Leave** (delete if this is a temporary contract for less than 12 months)

You are entitled to 12 months unpaid parental leave after 12 months of service. Other requirements and conditions are provided for in the National Employment Standards.

You may be entitled to payments under the government-funded Paid Parental Leave Scheme. Contact the Family Assistance Office if you or your partner are expecting a child or adopting a child under the age of 16.

**15. Termination of employment**

If you wish to terminate your employment you must provide the following notice in accordance with the National Employment Standards. If you do not provide sufficient notice, the employer may withhold wages equivalent to the notice not given.

The employer may terminate your employment by providing you with the same amount of notice, or payment in lieu of notice. You are entitled to an additional 1 weeks’ notice from the employer if you are over 45 years of age and have completed at least 2 years of continuous service with the employer.

(For **temporary** employees, delete whatever period does not apply):

Length of continuous service with employer Period of notice

Not more than 1 year 1 week
More than 1 year but less than 3 years 2 weeks
More than 3 years but less than 5 years 3 weeks
More than 5 years 4 weeks

For employees under an **Enterprise Agreement**:
(Insert the provisions in accordance with your agreement.)

The employer may terminate your employment without notice or payment in lieu of notice for serious misconduct.

**16. Return of service property**

On termination, any service property in your possession is to be returned.

(Also include any other requirements of the service regarding return of property).

**17. Service policies and procedures**

As an employee of (service name), you are required to understand, follow, and comply with all service policies and procedures, which may be varied from time to time at the Employer’s sole discretion.

You may find this information (insert details of how the employee would access this information).

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| ***Note:***An employee must be allowed reasonable time and opportunity to read the policies and procedures. |

**18. Confidentiality**

You are required by law including the *Education and Care National Law and Regulations,* the *Privacy Act 1988* and the *Health Records and Information Privacy Act 2002 (NSW)* to keep all information relating to children and families confidential at all times.

By accepting this offer of employment, you acknowledge and agree that you will not, during the course of your employment or thereafter, except with the consent of the employer, as required by law or in the performance of your duties, use or disclose confidential information relating to the management and operation of the service. You also agree that, under no circumstance, shall any information regarding any child or family be disclosed to any person who is not the parent or guardian on the preschool record.

Confidential information means any information which is not already published in the public domain.

Outline any other general confidentiality information, if necessary.

**19. Acceptance and signatures**

Please confirm your acceptance of these terms and conditions by signing below, and returning it to us by (insert date) at (address).

If you are unclear on anything contained in these documents, please contact us so that we can discuss it prior to you signing and returning the documents.

I, (insert name of employee), understand and accept the terms and conditions of employment by (insert name of employer) as set out in this document, and undertake to comply with them.

Employer

On behalf of (insert service name)

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

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

Employee

I have read, understood and I accept the terms and conditions of this contract of employment.

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

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

**Attachments:**

* Fair Work Information Statement
* Duplicate Letter
* Position Description
* Sample roster or *Hours of work agreement / variation* form (if applicable)
* Code of Ethics/Conduct
* Tax File Number declaration form
* Superannuation standard choice form
* (any other appropriate document)

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| **Delete this from the employee’s document*****DISCLAIMER:***The information contained in this publication has been prepared as general information only. It is not intended as a substitute for legal or professional advice relating to your specific circumstances. CCSA, its employees and agents shall not be liable for any loss or damage incurred as a result of any reliance on the information contained in this publication. |