

CHECKLIST: EMPLOYMENT AGREEMENT

This checklist lists basic information required for an employment agreement. It is not necessarily complete, as particular circumstances may require different/extra information. Some of the questions may require our advice for proper interpretation and response. If you would like us to draft or review an employment agreement for you, please complete the checklist (so far as you can) and send it to us.

Employer

Employer's full name

Employer's ACN or ABN

Employer's registered office address

Employer's contact name

Employer's telephone no.

Employer's facsimile no.

Is the employer a sole director and sole secretary company?

Yes / No

Is the employer the trustee of any trust?

Yes / No

If yes, please provide the following in respect of each trust:

- (a) A copy of the trust deed.
- (b) Copies of all deeds amending the trust deed.
- (c) Copies of all deeds of retirement and appointment of trustee.

Employee

Employee's full name.

Employee's residential address.

Conditions precedent

Please provide details of any conditions that must be fulfilled before the employee commences in the employment.

Employment term

When is the employment to start?

What probationary period is to apply?

How long is the employment to continue?

Job particulars

What is the job description or title?	
Where is the employee to be based?	
What are to be the employee's working hours?	
Is the employee to be entitled to overtime for working outside those hours?	
Please provide details of the employee's specific duties/job responsibilities.	
Please provide details of all rules/standards that the employee must comply with.	
What employment policies of the employer are to apply to the employee?	
Employee's authority	
Please provide details of the extent of the employee's authority/limits on his authority to make commitments on behalf of the employer.	
What is to be the employee's expenses authority?	
What office(s) is/are the employee to have in the employer (e.g., director, secretary)?	
Remuneration	
What "golden greeting" (if any) is the employee to receive?	
What salary is the employee to be paid?	
How frequently is the employee's salary to be paid?	
How frequently will the employee's salary be reviewed?	
For what acts is commission to be payable?	
What rate of commission is to be paid?	
Please provide details of any applicable bonus scheme.	
What profit share (if any) is the employee to be paid?	
Employee's disability	

For how long is payment of the employee's salary to continue if he is ill or temporarily disabled?	
Key performance indicators/performance reviews	
What key competencies will be taken into account in reviewing the employee's performance?	
What key performance indicators will be taken into account in reviewing the employee's performance?	
Superannuation	
What percentage of salary is to be contributed to superannuation by the employer?	
What percentage of salary is to be contributed to superannuation by the employee?	
Leave	
What is to be the employee's annual leave entitlement?	
Is the employee to be entitled to leave loading?	
What is to be the employee's sick leave entitlement?	
What is to be the employee's long service leave entitlement?	
Motor vehicle	
What car/car allowance is to be provided?	
Who is to pay the running expenses of the car?	
Other benefits	
Is the employee to be provided with a telephone or to have his telephone account paid by the employer?	
What club membership(s) (if any) is the employer to pay for?	
Is the employer to pay for medical insurance for the employee? If so, please provide full details.	
Is the employer to pay for life insurance for the employee? If so, please provide full details.	

Please provide full details of any loan(s) to be made by the employer to the employee, including interest and repayment terms.	
Please provide details of any school fees or other expenses to be paid by the employer on behalf of the employee.	
Please provide details of any employee share scheme/options that the employee is to be eligible for.	
What training will the employer provide for the employee?	
What other benefits (if any) is the employer to provide for the employee?	
Termination of employment	
How much notice will be required by either party to terminate the employment?	
What is to be the employee's severance payment entitlement in case of redundancy?	
What "golden parachute" (if any) is the employee to receive on termination of the employment?	
What "golden handshake"/retirement allowance (if any) is the employee to receive on retirement?	
Discoveries	
Who is to own discoveries made by the employee during his employment?	
Non-competition	
Please provide a description of any business with which the employee is to be prohibited from competing after the employment ends.	
What is to be geographical area to which the prohibition applies?	
What length of non-competition period (in months or years) is to apply at the end of the employment?	
What percentage of shares in publicly listed competitors is the employee to be permitted to be hold?	

