

REDACTED

10 December 2015

Dear REDACTED

**Contract of Employment –PT Graphic Designer, Marketing and Communications**

I am pleased to offer you an Employment Contract in the role of Part time Graphic Designer, Marketing and Communications, 20 hpw, with us at the NSW Institute of Sport, ('the employer') on the terms and conditions of employment set out in this letter.

**1. Position**

- 1.1 Your start date is Monday, 4 January 2016.
- 1.2 Your contract for the part time role is till 3 July 2016. Prior to this time the role will be reviewed and if to be extended the role will be advertised externally.
- 1.3 The duties of this position are set out in the attached Role Description. You will be required to perform these duties, and any other duties the employer may assign to you, having regard to your skills, training and experience as related to the position.
- 1.4 You will be required to perform your duties at any of the identified workplaces of the employer.

**2. Probation**

- 2.1 A probation period will apply for the first 6 months of your employment. During this time you will participate in the creation of a PEP, Performance Excellence Plan, and your progress and performance in the position will be assessed using this model.
- 2.2 During the probation period you or the employer may end your employment by providing one months notice.

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### **3. Conditions of employment**

- 3.1 Conditions of your employment are set out in the attached Conditions of Employment and this Contract.
- 3.2 Where required the NSWIS Conditions of Employment maybe updated from time to time.
- 3.3 Your position is subject to a clear Working with Children Check. It is your responsibility to apply for the Check and provide evidence of this on commencement of duty.
- 3.4 You are subject to NSWIS Policies and Procedures and in particular you are required to read the Code of Conduct attached and acceptance of this position obligates you to adherence to this Code. Failure to comply with the Code may result in disciplinary action.
- 3.5 There is no impediment, physical, administrative or technical which restricts your ability to perform the role.

### **4. Ordinary hours of work**

- 4.1 The Employee is required to work such hours and at such times as are reasonably required to perform the duties required under this Employment Contract and in accordance with the Institute's Work Hours Policy.
- 4.2 Reasonable Hours are as defined in the Institute's Work Hours Policy.

### **5. Remuneration**

- 5.1 Your annual salary will be REDACTED for 20 hour per week.
- 5.2 The employer will also make superannuation payments, currently at the rate of 9.5%, \$REDACTED on your behalf in accordance with the *Superannuation Guarantee (Administration) Act 1992*.

### **6. Leave**

- 6.1 You are entitled to leave on a pro rata basis (e.g. annual leave, personal leave, carers leave, compassionate leave, parental leave, community service leave and long service leave) in accordance with the NSW Institute of Sport Leave Policy, available on Sharepoint (NSWIS Intranet).

## **7. Your obligations to the employer**

7.1 You will be required to:

- (a) perform all duties to the best of your ability at all times;
- (b) use your best endeavours to promote and protect the interests of the employer;  
and
- (c) follow all reasonable and lawful directions given to you by the employer, including complying with policies and procedures as amended from time to time. These policies and procedures are not incorporated into your employment agreement.
- (d) every new employee who joins the Institute warrants that:
  - i. All representations whether oral or in writing, made by the Employee as to qualifications and experience in applying for this position are true and complete;
  - ii. There are no liabilities, encumbrances, debts, attachments or other matters which would interfere with the Employee's ability to discharge any obligations under this employment agreement;
  - iii. The employee has disclosed to the Institute any injuries and/or illness previously suffered that may affect an employee's ability to effectively carry out his/her functions and responsibilities within the employment;  
and
  - iv. In the event that the information requested by the Institute is not supplied by either the Employee or other persons or bodies, or the information supplied is found to be incorrect or misleading or is not satisfactory, this employment agreement may be terminated.

## **8. Termination of employment**

- 8.1 Except during the period of probation, this employment agreement may only be terminated by either party giving one month notice.
- 8.2 You are entitled to an additional week's notice if you are over 45 years old and have completed at least 2 years of continuous service with the employer on the day the notice of termination is given.
- 8.3 If you wish to terminate your employment you are required to provide the employer with prior written notice of at least 1 month.
- 8.4 Payment may be made in lieu of notice.
- 8.5 The Institute may terminate this employment agreement at any time without notice for serious or willful misconduct.

## 9. Confidentiality

- 9.1 By accepting this letter of offer, 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 business of the employer, including but not limited to client lists, trade secrets, client details and pricing structures.
- 9.2 Unless authorized by the CEO, you shall not grant interviews to the media on any issue concerning the employee's employment or the Institute's activities.

## 10. Entire agreement

- 10.1 Conditions of employment referred to in this Contract constitute all of the conditions of your employment and replace any prior understanding or agreement between you and the employer.
- 10.2 The conditions of employment referred to in this Contract may only be varied by a written agreement signed by both you and the employer.

If you have any questions about the Employment Contract or Conditions of Employment, please don't hesitate to contact Liz Akerboom, Human Resources Manager on 02 9763 0251.

To accept this Employment Contract, please return a signed and dated copy of this letter to HR on your first day of duty. It can also be emailed to [liz.akerboom@nswis.com.au](mailto:liz.akerboom@nswis.com.au)

Yours sincerely,

  
for Charles Turner  
**CEO**  
**NSW Institute of Sport**

Liz Akerboom  
Human Resources  
Level 1, Building B  
6 Figtree Drive  
Sydney Olympic Park NSW 2127

**Part time Graphic Designer, Marketing and Communications**

I, REDACTED, have read and understood this Contract of Employment and Offer Letter and accept the offer of employment from NSW Institute of Sport on the conditions of employment set out in both letters and the attached documents.

I understand my first day will be Monday, 4 January 2016 and that my part time, 20 hpw, employment will be for a contracted period up to 3 July 2016. The role will be reviewed before this time and if to be extended the role will be advertised.

I understand my salary will be \$36,611 pa (20 hpw) and that an additional \$3,478.03, 9.5% will be paid in Superannuation.

I acknowledge that there is no impediment administrative, technical or physical to my performing the duties of the role as listed in the attached Role Description.

I have attached completed Employment Forms.

Signed: \_\_\_\_\_

Print name: \_\_\_\_\_

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

PLEASE KEEP A COPY OF THIS LETTER FOR YOUR RECORDS