**Letter of offer**

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap to enter a date.

Click or tap here to enter text.

Click or tap here to enter text.

Dear Click or tap here to enter text.,

**Re: Offer of employment**

I am pleased to offer you the position of Click or tap here to enter text., with Click or tap here to enter text.,.

Please find attached your Employment Contract which provides the terms and conditions for this position. At a minimum, your terms and conditions are in accordance with the:

National Employment Standards

Click or tap here to enter text.

Enclosed will be the relevant position description and the Choose an item..

If you have any questions about your employment, please contact me on Click or tap here to enter text.**.** You can also contact the Fair Work Ombudsman ([www.fairwork.gov.au](http://www.fairwork.gov.au/)) for help with minimum terms and conditions of employment.

To accept this offer and the attached terms and conditions, please sign and date this letter in the section below and sign the attached Employment Contract and return to me by Click or tap to enter a date.**.**

Congratulations – I look forward to you joining the team at Click or tap here to enter text.

Yours sincerely,

Click or tap here to enter text.

Click or tap here to enter text.

**Acceptance of offer**

I Click or tap here to enter text.:

* have read and understand the terms and conditions in the attached Employment Contract;
* have discussed any issues I have with these terms and conditions with my Employer and they have considered and responded to any issues raised;
* have received a copy of the National Employment Standards, the Choose an item., Employment Contract and this letter of offer for my records.

|  |
| --- |
| Employee signature |
|  |
| Date |

**Employment Contract**

This is an Employment Contract dated Click or tap to enter a date.

Between (Employer name of Employer address):

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

and (Employee’s name of Employee’s address):

Click or tap here to enter text.

Click or tap here to enter text.

**Position**

You are being employed in the position of Click or tap here to enter text.**.**

In the Click or tap here to enter text., this position is classified as Click or tap here to enter text.

You are being employed on a Choose an item..

**Employment dates**

Your start date will be Click or tap to enter a date.

Choose an item.Click or tap to enter a date.

**Probation period**

A probation period will apply for the first Choose an item. of your employment. During this time the Employer shall assess your progress and performance.

During the probation period, either party may terminate this Employment Contract by providing notice as detailed within this Employment Contract.

**Workplace**

You will be required to work at the following location/s:

Click or tap here to enter text.

You may also be required to work at other locations where reasonable.

**Duties**

You will perform the duties outlined in the position description.

The Employer may also assign you other duties, where reasonable, with consideration for your position, training and/or experience.

### Employment terms and conditions

Your employment terms and conditions are those set out in this contract, the Click or tap here to enter text., and applicable legislation. This includes, the [National Employment Standards](https://www.fairwork.gov.au/employment-conditions/national-employment-standards) in the *Fair Work Act 2009*.

You can check the minimum award entitlements for your classification level with the Fair Work Ombudsman's [Pay and Conditions Tool](https://calculate.fairwork.gov.au/).

**Hours of work**

You are expected to work Click or tap here to enter text. ordinary hours per week. We may also request or require you to work additional hours if the additional hours are reasonable.

Your hours per week may be averaged over more than one week in accordance with the award.

### Shift work

At the start of your employment, you will be advised whether you will perform shift work, and the pattern of shift work, in accordance with the award.

The shifts you work may be changed later in accordance with award rules about changing hours of work, rosters and consultation.

We may ask you to work shifts on any of the following days: Monday to Sunday.

### Rosters

We will provide you with your days and hours of work in a roster at least 7 days before the start of the roster.

If we need to change your roster, we will give you 7 days’ notice or ask for your agreement to the change.

If you wish to ask for a change to your roster, we require 7 days’ notice. You will need our agreement to the change.

**Breaks**

Depending on the number of hours you work in a shift, you may be entitled to meal breaks. The award sets out:

* the length of the breaks
* when they need to be taken
* the rules about payment.

You may also be entitled to rest breaks.

You are entitled to a minimum amount of time off between shifts as set out under the award. If you do not get this amount of time off, you may be entitled to penalty or overtime rates.

**Pay and allowances**

**Pay Rate**

You will be paid $Click or tap here to enter text. per hour.

This pay rate does not include superannuation. This will be paid separately.

By signing this Employment Contract you authorise the Employer to make deductions from your wages/salary in the event that overpayments of wages/salary and/or expenses are made to you, or, in the event that the Employer has provided loans and/or advances on pay and/or leave entitlements to you that require restitution.

**Payment method**

We will pay you Choose an item. Choose an item.

**Penalty rates and overtime**

You may be entitled to overtime rates under your award if you work:

* more than your ordinary hours of work
* outside the spread of ordinary hours.

You may be entitled to penalty rates or shift loadings according to your award if you work:

* on a weekend
* on a public holiday
* late night or early morning shifts.

**Superannuation**

If you are eligible for the super guarantee, we will pay super on your behalf in accordance with legislation and your award. We will pay contributions into a super fund of your choice.

If you do not tell us your choice of fund, we may need to contact the ATO to find out if you have a ‘stapled’ super fund to make your super guarantee contributions into.

If you do not tell us your choice of fund and the ATO confirms you don’t have a stapled super fund, we will pay your super guarantee contributions to our default fund or another fund that meets the choice of fund rules.

**Allowances**

You may be entitled to allowances in accordance with your award, for example, if you:

* do certain tasks or have a particular skill
* have to use your own tools at work
* work in particular conditions, environments or in remote locations.

**Expense Reimbursement**

You may be entitled to reimbursement of expenses incurred in the course of your duties.

All expenses are to be pre-approved by Management, with receipts provided to reimburse.

**Obligations**

**Employee obligations**

As an employee of our business we expect you to:

* carry out your duties to the best of your ability
* act honestly and in the best interests of the business
* comply with our business policies and procedures which we will make available to you (but do not form part of this contract)
* comply with any other lawful and reasonable directions we provide.

**Confidentiality**

You agree not to use or disclose confidential information relating to the business. This includes while you are employed by us and after your employment ends.

Confidential information – including trade secrets, pricing structures, documents you create while employed with us, and information on our clients and suppliers – is our property.

There are exceptions if:

* we have given you our consent
* you are using the information appropriately to do your work for us
* the information is already publicly available
* the information is required by law.

**Conflict of interest**

While employed with us, you must get our written agreement before working for other employers or doing activities that may conflict with the interests of our business.

**Intellectual property**

Anything you invent, develop or create in the course of your work with us, remains our intellectual property. You must tell us about these works immediately.

This includes:

* designs
* logos
* business and domain names
* copyright
* trademarks
* patents.

You must not use or reproduce any intellectual property owned by us without our consent. This includes after your employment ends with us.

**Consultation for workplace changes**

If we intend to make significant changes in the workplace, we will consult with you and your representatives in accordance with the award. This includes major changes to:

* our business operations, structure or technology that are likely to significantly affect you
* your regular roster or ordinary hours of work – if you work regular hours.

**Variation of terms**

The terms of the Employment Contract may be varied from time to time by mutual agreement in writing between the Employer and the Employee.

**Disputes**

If you have any concerns about your employment, talk to us first so we can try to solve the issues together. Your award has a dispute resolution term that sets out this process.

If the dispute remains unresolved, you or we may refer it to the Fair Work Commission. If this happens, you can be represented by another person or organisation.

While the dispute is being resolved, you must continue to work as usual as long as the work complies with any applicable work health and safety legislative requirements.

**Ending employment**

**Notice**

You, or the Employer, may terminate your employment at any time by providing notice in writing, in accordance with the following table:

|  |  |
| --- | --- |
| **Length of continuous service** | **Period of notice** |
| Not more than 1 year | 1 Week |
| More than 1 year, not more than 3 years | 2 Weeks |
| More than 3 years, not more than 5 years | 3 Weeks |
| More than 5 years | 4 Weeks |

You may be entitled to a longer minimum notice period under your award.

Employees over 45 years old who have completed at least 2 years of service when they receive notice are given an additional week of notice.

**Misconduct**

Click or tap here to enter text.may terminate your employment without notice, or payment in lieu of notice, if you engage in serious misconduct.

Serious misconduct is when an Employee:

* causes serious and imminent risk to the health and safety of another person or to the reputation, viability or profits of the Employer's business, or
* wilfully or deliberately behaves in a way that's inconsistent with continuing their employment.

Examples of serious misconduct include:

* theft
* fraud
* violence/assault
* sexual harassment
* serious breaches of health and safety requirements
* being drunk or affected by drugs at work
* refusing to carry out work duties
* refusing to comply with reasonable instruction
* neglect of duty
* criminal conviction relevant to the performance of your obligations under this contract
* breaches of confidentiality and information security.

**Company property**

On termination of employment for any reason, you must immediately return to the Employer all property, documents and/or items relating to the business of the Employer which you have in your possession and/or control. This includes, but is not limited to vehicles, equipment, keys, computers, reports, programs, records and documents, intellectual property, and other information, in whatever form, relating in any way, to the Employer or its clients.

The contents of the Contract constitute the entire agreement between you and the Employer. Any previous agreements, understandings, and negotiations on this subject matter cease to have effect.

**SIGNED**

**Employer**

EXECUTED in accordance with section 127 of the *Corporations Act 2001* (Cth) by

|  |  |  |
| --- | --- | --- |
| (sign) |  | (sign) |
| Click or tap here to enter text.  On behalf of Click or tap here to enter text. |  | Witness name: |
| Date: |  | Date: |

**Employee**

I understand and agree to the terms and conditions of employment set out in this contract.

|  |  |  |
| --- | --- | --- |
| (sign) |  | (sign) |
| Employee name: |  | Witness name: |
| Date: |  | Date: |