*<Insert Company Details*

*Name*

*Address>*

*<insert date>*

*<insert employees name & address>*

Dear *<insert employee name>*

**RE: Offer of Employment**

Further to our recent discussions, we are pleased to offer you employment with *<insert company name>* upon the following terms:

**Employer:***<insert company name>*

**Position description:**  *<insert role / position>*

**Duty statement:** A detailed position description is attached

**Basis of employment:** Permanent (Award)

**Commencement date:** *<insert day & date>*

**Manager:** *<insert manager name & title>*

**Days and hours of duty:**

**Location of work:**

**Remuneration:** $........... per hour (excluding Superannuation in accordance with the applicable SGC amount).

**Superannuation:** Superannuation benefits are paid in accordance with Government legislation.

**Annual Leave Entitlements:** You will be entitled twenty (20) days of annual leave for each completed year of service, in addition to local public holidays.

 The granting of annual leave will be dependent upon peak workloads. Generally, it is recognised that peak workloads occur within the second six months of the Financial Year.

**Personal Leave Entitlements:** You will be entitled to ten (10) days of personal leave for each completed year of service.

**Award Coverage:** Your employment is covered under the terms and conditions of the *<insert relevant award>* Award 2010 and the applicable **National Employment Standards**.

The *Fair Work Act 2009* provides you with a safety net of minimum terms and conditions of employment through the National Employment Standards (NES).

 **There are 10 minimum workplace entitlements in the NES**:

1. A maximum standard working week of 38 hours for full-time employees, plus ‘reasonable’ additional hours.
2. A right to request flexible working arrangements to care for a child under school age, or a child (under 18) with a disability.
3. Parental and adoption leave of 12 months (unpaid), with a right to request an additional 12 months.
4. Four weeks paid annual leave each year (pro rata).
5. Ten days paid personal/carer’s leave each year (pro rata), two days paid compassionate leave for each permissible occasion, and two days unpaid carer’s leave for each permissible occasion.
6. Community service leave for jury service or activities dealing with certain emergencies or natural disasters.
This leave is unpaid except for jury service.
7. Long service leave.
8. Public holidays and the entitlement to be paid for ordinary hours on those days.
9. Notice of termination and redundancy pay.
10. The right for new employees to receive the Fair Work Information Statement.

A complete copy of the NES can be accessed at:

**www.fairwork.gov.au**.

**Probationary period:** All new employees are required to satisfactorily complete their probationary period. During this period either party may terminate your employment upon 1 weeks’ notice or, if we terminate your employment, by a corresponding payment in lieu.

 Your probationary period will be 6 months. After completion of the probation period, either party may terminate your employment in accordance with our general terms and conditions of employment.

**Termination of employment:** Under the *Fair Work Act 2009* the employer may terminateyouremployment at any time by providing you with notice in writing in accordance with this table:

|  |  |
| --- | --- |
| **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 |

**Other terms and conditions:** Full details of our offer of employment are to be read in conjunction with the following documents, if applicable:

A detailed position description and employment contract

Our Staff Policy Manual

Our WH&S Manual

Upon acceptance of the offer, each of these applicable documents will, together, record the terms of your contract of employment.

 Before accepting our offer of employment you should read all of the documents carefully. Upon acceptance you agree to be bound by our terms and conditions of employment, the terms of employment set out in this letter, and our Staff Policy Manual, all of which together will constitute the terms of your contract of employment. If you have any questions about any of the material, please contact your Manager.

**Your obligations to the employer:** 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.

You can accept the offer by signing the enclosed duplicate of this letter, where indicated, and returning it to us together with the signed Employment Agreement and Employee Policy Letter.

Welcome to *<insert company name>*.

Yours sincerely

*<insert name & title>*

Enc

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I, (name)………………………………………………………………………………………………………

of

(Address): ..…………………………………………………………………………………………………….

…………………………………………………………………………………………………………………,

hereby accept the within offer of employment upon the terms stated.

Signed: ……………………………………………………………………….

Dated: ………………………………………………………………………..