Date

**Company Name**

ABN 00 000 000 000

ADDRESS

SUBURB, STATE, POSTCODE

Phone: 1300 123 456

**Private & Confidential**

Employee Name

Address

Suburb, state, postcode

**­**

# LETTER OF OFFER & CONTRACT OF EMPLOYMENT

Dear Employee Name,

We are pleased to confirm your employment with Company Name in the position of Position title.

We enclose an Employment Contract, Position Description and the National Employment Standards. If you agree with the terms and conditions in this document, please initial each page where marked, complete and sign the agreement and return this to us as soon as possible. A copy of the executed contract will be returned to you for your records.

Your employment conditions are governed by the attached contract of employment. If you have any queries about this, please contact me or if you have specific queries you may wish to seek your own legal advice.

Our success depends very much on employees like you, who are responsible for our greatest achievements. We look forward to your contribution to our goals and to you being part of Company Name success.

Yours sincerely,

**Name
Position
Company Name**

Employment Contract

|  |  |
| --- | --- |
| **BETWEEN:** | Company Name (ABN 00 000 000 000) of Address |
| **AND:** | Employee Full Name of Employee Address. |

# Employer

## Your employer is Company Name.

## Throughout this document:

#### Company Name will be referred to by using the words ‘Organisation’, ‘Employer’, ‘us’, ‘our’, and ‘we’; and

#### **Employee Name** will be referred to by using the words ‘you’ and ‘your’.

# Period of Employment & Probation

## Your Commencement Date is set out in **Schedule 1**

## Your will be employed from the Commencement Date as outlines in **Schedule 1**, until your employment terminates in accordance with this document.

## Upon commencing with us, you will be placed on probation for a six (6) month period

## During the probationary period either party may terminate the employment contract with on (1) weeks’ notice in writing. We deserve the right to provide you with a weeks’ notice, or to pay your in lieu of the notice period.

# Place of Work

## Your workplace is set out in **Schedule 1.**

## You may be required to work at and travel to places other than your workplace in the course of performing your duties.

## You may be required to transfer to any of the Organisation’s sites or Organisation’s client sites or to a location other than your workplace, either permanently or temporarily. Where a transfer constitutes major workplace change, consultation will occur in accordance with the Award.

# Award Coverage

## Your Award is listed in **Schedule 1** (the Award) however, its terms do not form a part of this contract.

## Your remuneration and other benefits that we provide to you (including cash and the value of non-cash benefits) may be applied in satisfaction of any entitlements you may have under that industrial instrument or legislation (for example, but not limited to, overtime rates, leave loading, penalty rates and meal allowances), to the maximum extent permitted by law.

# Duties

## Your duties are:

#### those set out in the Position Description; and

#### any other duties nominated by us from time to time.

## The position description applicable to your role may be altered after consultation with you.

## Your duties and responsibilities may be varied by us at any time to allow us to respond to changes to our business requirements provided that any such changes are consistent with your skills, qualifications, training and experience.

## During your employment, you must:

#### perform your duties in a proper and efficient manner;

#### report promptly and fully to your manager, and any other person to whom we direct you to report;

#### comply with all reasonable and lawful directions that we give to you;

#### at all times use your best endeavours to promote the interests of our business, and not intentionally or recklessly do anything which is, or may be, harmful to those interests;

#### immediately disclose to us any interest of yours that may conflict with our interests;

#### agree to disclose any matter (including any criminal offence) to us which may affect your ability to perform your duties immediately or as soon as reasonably practicable; and

#### represent to us that there are no limitations on your ability to fully perform all of your duties and responsibilities for us, including physical or psychological limitations or limitations arising from any prior employment.

## While employed by us, you must not:

#### perform your duties other than for us or on our behalf, unless approved by us; or

#### engage in any activities that may lead to a conflict of interest, including accepting any benefit as an inducement or reward for an act or omission for the benefit of another person.

## You warrant that you have the expertise and qualifications necessary to perform your duties, and you agree that you will undertake any training, education or other activity necessary to maintain your expertise and qualifications during your employment.

# Hours of Work & Breaks

## Your ordinary hours of work are outlined in **Schedule 1**.

## You must devote your time, attention and skill exclusively to our business during such hours as are necessary to meet our business needs and your individual objectives.

## From time to time, this may involve working outside the normal agreed-to hours to ensure that you satisfactorily perform the requirements of your position description.

## You shall be entitled to a meal break and/or rest breaks in accordance with the Award and as outlined in **Schedule 1**.

# Remuneration

## Your remuneration, including your annual salary, is set out in **Schedule 1.**

## In addition to your annual salary, you will be paid any allowances, penalties or loadings which may be applicable from time to time, in accordance with the Award.

## Your remuneration listed in **Schedule 1** ensures you are better off under this arrangement than if you were paid under straight award conditions.

## You will be paid fortnightly directly into a bank account nominated by you.

## We will make superannuation contributions for your benefit at a rate that satisfies our statutory obligations into a superannuation fund of your choice, provided that the fund and your nomination comply with relevant legislation. If you do not nominate a complying fund, we will make the required contributions to our default fund.

## Your performance will be reviewed regularly or at other times determined by us. You must participate fully in any performance review. Your remuneration may be reviewed as part of those reviews.

## You authorise us to deduct from your remuneration and/or other payments and entitlements, and any sum payable to you on termination of employment:

#### any overpayment of wages or other entitlements;

#### wages/entitlements to which you are not entitled due to unauthorised absences;

#### money paid to you in error; and/or

#### any other money you owe us

## provided that the deduction is not unlawful.

# Leave

## You are entitled to leave in accordance with the National Employment Standards (NES), applicable Federal and State legislation, the Award (where applicable) and Organisation policy. This may include requirements such as notice periods and documentary evidence required.

## Your respective leave will be calculated on your base rate and ordinary hours of work (pro rata for part-time employees).

## In accordance with the Award, we may direct you to take accrued annual leave by giving you reasonable notice.

## Annual leave loading applies to accrued annual leave, in accordance with Award and as outlined in **Schedule 1**.

## In addition to your leave entitlements outlined in Clause 8.1, during the Christmas and New Year shutdown between Christmas Eve (December 24) and New Year’s Day (1 January the following year), at a minimum you will be entitled to payment for any day that is not a public holiday and would otherwise have been a working day.

# Organisation Policy

## To help our business operate lawfully, safely and efficiently, we have policies and procedures which set out our expectations with regards to employees conduct and performance.

## You must comply with our policies and procedures however they do not form part of your contract of employment.

## To meet the changing environment in which we operate, it may be necessary to change the policies and procedures from time to time. We will give you notice of any applicable changes.

# Vaccinations and Work Health and Safety

## Under Workplace Health and Safety (WHS) law, we have an obligation to ensure the health and safety of workers, so far as reasonably practicable, and eliminate or otherwise reduce risks to health and safety within the workplace.

## While employed by us, you must maintain the COVID-19 vaccination and any other relevant vaccination in accordance with organisation policy, as amended or replaced from time to time.

## You agree to provide evidence of any required vaccination when requested by us (vaccination records will be maintained in alignment with the *Privacy Act 1988* (Cth)).

## You warrant that you currently have the necessary vaccinations to perform your duties, including but not limited to the COVID-19 vaccination.

## Failure to comply with this requirement may result in disciplinary action up to and including termination of employment.

# Surveillance

## Under the *Surveillance Devices Act 1999 (VIC),* the Organisation has the right to conduct workplace surveillance which may include camera, computer and/or tracking surveillance.

## The Organisation currently conducts wokrplace surveillance, in accordance with the legislation and Organisation policy, as amended or replaced from time to time.

## This clause acts as notification for the surveillance currently in place at the Organisation.

# Confidential Information

## 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 personal details of people with lived experience and this contract of employment, including details regarding your remuneration. In addition, you will comply with all measures established by us to safeguard confidential information from access or unauthorised use or disclosure and will use your best endeavours to prevent the unauthorised use or disclosure of confidential information by any person.

## You agree that immediately upon a request made by us, you will deliver to us all copies of Confidential Information and delete all electronic copies of Confidential Information that you have in your possession or under your control.

## You may be required to sign additional agreements relating to privacy and confidential information as a condition of this offer.

# Intellectual Property

## **Intellectual Property** means, all present and future intellectual or industrial property anywhere in the world (whether registered, unregistered or unregistrable) including inventions, ideas, concepts, discoveries, data, databases, secret processes, formulae, scientific and technical information, Confidential Information, trademarks, business names, Organisation names, service marks, copyright, designs, patents, know-how and trade secrets.

## You agree that any and all rights and interests you may have in any Intellectual Property produced, invented or conceived by you:

#### in the course of your employment;

#### at our direction or request; or

#### in connection with any of our businesses or products or services;

### (whether alone or jointly with another person and whether before or after the date of this document) automatically vests in us without any requirement to make payment to you.

## You must disclose to us any of the Intellectual Property that is the subject of this clause promptly after it is brought into existence.

## You must, at our expense, sign all documents and do all other things reasonably necessary to:

#### enable us or our nominee to register any Intellectual Property anywhere in the world; and

#### effect or perfect the transfer to us, or our nominee, of your rights and interests in any of the Intellectual Property that is the subject of this clause.

## Your obligations under this clause continue after termination of your employment.

# Termination of Employment

## We may terminate your employment by giving you notice in writing as specified in the following table:

| Your period of continuous service | Period of notice |
| --- | --- |
| Not more than one year | one week |
| More than one year but not more than three years | two weeks |
| More than three years but not more than five years | three weeks |
| More than five years  | four weeks |

## You are entitled to an additional week’s notice if you are over forty-five (45) years old and have completed at least two (2) years of continuous service with us on the day the notice of termination is given.

## Wherever possible, other than in exceptional circumstances, if you resign, you will give us the same notice as in the table above

## Organisation is committed to procedural fairness in considering whether to terminate any person’s employment. Employment may be terminated, without notice and without the payment of any remuneration or other benefits (other than remuneration or benefits accrued to the date of termination), in accordance with the Award and the Organisation’s policies.

## At the end of your employment, you must make arrangements to immediately return to us all property belonging to us, including but not limited to any confidential information, documents, records, computers and equipment, mobiles, keys, business cards, credit and charge cards, uniforms and any other property.

# National Employment Standards

## By signing this document, you acknowledge that the Employer has provided you with a copy of the National Employment Standards (NES).

# Amendments

## This document may only be amended by written agreement between all parties.

# Severability

## If any of the terms and conditions of this Contract are void or become voidable by reason of any statute or rule of law, then that term or condition shall be severed from the Contract without affecting the enforceability of the remaining terms and conditions.

# Entire Agreement

## This document supersedes all previous agreements about its subject matter and embodies the entire agreement between the parties.

Executed as an agreement:

Signed for Company Name by its representative:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| Name (please print) |  | Signature |  | Date |

Signed by **Employee:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| Name (please print) |  | Signature |  | Date |

## **Schedule 1**

**Summary of Offer of Employment**

**between**

**Company Name and Employee Name**

|  |  |
| --- | --- |
| **Position Title** | Employee Position Title |
| **Commencement Date of this Contract** | DD/MM/YYY |
| **Probation End Date**  | DD/MM/YYY |
| **Workplace**  | Address of Company |
| **Manager** | Manager Name and Position |
| **Employment Status** | Full-time / Part-time employment |
| **Ordinary Hours** | [for part-time]XX hours per week, [list applicable days]X: XX am to X: XXpm,[OR, for full-time]38 hours per week, plus at least X hours per weekMonday to FridayXX:00 am to XX:00 pm |
| **Breaks** | Insert Break details |
| **Award**  | *Insert award* |
| **Award Classification** | Insert Award Classification |

**Remuneration**

|  |  |
| --- | --- |
| **Salary (Annual)**  | $00000.00 (excluding superannuation) |
| **Leave Loading** | 17.5% on accrued annual leave |
| **Superannuation** | 10% or as amended from time to time by legislation |