

Attachment A

[Date]

[Name and address of employee]

Dear [INSERT],

RE: OFFER OF EMPLOYMENT

It is with pleasure that we offer you the position of [INSERT] with us. If you accept, you will be employed pursuant to the and *Fair Work Act 2009* and [INSERT RELEVANT AWARD] (Award) and while the industrial laws and Award govern your employment, they are not the entire terms of your employment contract. The terms of this offer of employment are set out more fully in this letter.

Please read carefully the terms of this offer of employment. If you agree to them please sign in the space provided at the bottom of this letter, return the original to this office and keep a copy for your records. We also enclose the following forms for you to either read and familiar yourself with or complete, sign and return with the original signed letter:

- *Fair Work Information Statement*
- *Tax File Number Declaration form*
- *Choice of superannuation form*
- *Request for personal details*
- *Bank account details form*
- [INSERT ANY OTHER RELEVANT DOCUMENTS SUCH AS COMPANY POLICIES/HANDBOOKS]

Contract Period

Subject to signing this offer, your employment is to commence on [INSERT DATE]

Status

You will be employed as a [INSERT CLASSIFICATION] on a [INSERT DAILY HIRE/FULL TIME/PART TIME] basis.

Wages

You will be paid an hourly rate of [INSERT], including [INSERT] allowances where applicable. Your rate will be increased as necessary to meet the minimum guaranteed rate of pay in accordance with the National Employment Standards (NES). All other allowances will be payable in accordance with the Award. You will be paid(include the pay period, eg weekly or fortnightly) by electronic funds transfer to your nominated account.

Specific duties and Responsibilities

Summarise all duties of the position but in general terms only. If appropriate refer to an attachment.

Hours of Work

Include range of ordinary hours, start and finish times Monday to Friday, total weekly hours (eg 38), details of any rostered day off arrangements, daily meal break period and any overtime conditions. Where an award operates, reference can merely be made to the relevant clauses without the need to include too much detail.

Annual Leave Entitlements

You will be entitled to annual leave in accordance with the NES.

The NES provides that employees (other than casuals) are entitled to 4 weeks paid annual leave for each year of service. An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work.

The modern Building and Construction General On-site Award 2010 also provides that when a permanent employee takes paid annual leave, the employee will receive an annual leave loading of

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17.5% of the employee's rate of pay.

Personal/carer's leave and compassionate leave

You will be entitled to personal/carer's leave and compassionate leave in accordance with the NES.

The NES provides that employees (other than casuals) are entitled to 10 days paid personal/carer's leave for each year of service. An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work. Employees (other than casuals) may take paid personal/carer's leave if the leave is taken:

- (a) because the employee is unfit for work due to personal illness or personal injury affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness or personal injury affecting the member; or
 - (ii) an unexpected emergency affecting the member.

Employees are entitled to 2 days unpaid carer's leave for each permissible occasion if they are the primary care giver to an immediate family member or a member of their household who is sick, provided the employee has exhausted their paid personal/carer's leave entitlement.

Employees are entitled to 2 days compassionate leave for each permissible occasion where a member of the employee's immediate family or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

You must provide medical certificates or statutory declarations for absences of 2 or more consecutive days or where leave is taken before or after a public holiday or otherwise when we reasonably request you to do so.

Qualifying period

Include reference to an initial qualifying period (generally 6 months but can be up to 12 months for small business employers with less than 15 employees) and that during this period the employee's work performance will be under review to determine whether they are suitable for the job.

If an employee is dismissed during the qualifying period in the first 6 months of employment (or the first 12 months of employment with a small business employer) they cannot access unfair dismissal laws. It should be noted that it is unlawful to terminate employment on certain specified grounds (ie. discrimination).

Superannuation

We will make superannuation contributions for you in accordance with the Superannuation Guarantee Levy (currently 9% of ordinary time earnings) into your nominated super fund.

Company practices

Include details of any special policies on such matters as medical requirements, dress standards, smoking, occupational health and safety, equal employment opportunity, training and confidentiality. The above may be referred to in a staff handbook where company policy is set out in full.

Termination of employment

We may dismiss you without notice if you are guilty of serious misconduct.

Otherwise, in all other circumstances, we may dismiss you on giving the following period of notice or pay in lieu:

Continuous Service	Notice Period
Not more than 1 year	1 week

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