

## Offer of Full-time or Part-time Employment [Template Only]

[COMPANY LETTERHEAD / LOGO HEADER]

(Date)

Employee Name

Address

Address

Dear *(employee name)*,

### OFFER OF [FULL-TIME/PART-TIME] EMPLOYMENT

Further to my *[correspondence / discussion with you]* on *[insert date]* I am pleased to confirm an offer of *[full-time/part-time]* employment with *[Company name]*.

The enclosed employment agreement sets out the terms and conditions of employment that shall apply to your employment if you accept this offer. Primarily your employment will be in accordance with the [Social, Community, Home Care and Disability Services Industry Award 2010](#). A copy of your position description is also attached.

If you wish to accept the offer, please return a signed copy of the employment agreement to *[name]* no later than *[date – ensure this is before the employee's first planned shift]*, with a view to you commencing your first shift on *[date]*.

Congratulations once again. We look forward to your joining the team.

Regards

[signatory]

(Manager Name)

(Manager Title)

---

Employee Signature

[Insert Company Name] - Employment Contract for [INSERT NAME]

## **1. Parties**

This Agreement is made between:

*[Insert Company Name] of [insert Company address] in the State of [insert State] (the Company);*

and

*[insert name of employee] of [insert employee's residential address] (the Employee).*

## **2. Appointment and Term**

- 2.1 The Company appoints you, and you agree to serve, in the *[full-time/part-time]* permanent position of *[insert position title]* with the classification level of *[insert classification level]* under the Award, or such other position agreed between the parties in writing from time to time.
- 2.2 Your employment shall commence on *[insert commencement date]* and continue until terminated in accordance with this Agreement.
- 2.3 The location of your work shall be at *[insert location]*, or such other location as directed by the Company. You may be required to undertake travel as part of your duties.
- 2.4 The terms and conditions of your employment shall be governed by this employment agreement (the Agreement), the Social, Community, Home Care and Disability Services Industry Award 2010(the Award) and applicable legislation. This includes, but is not limited to, the National Employment Standards in the *Fair Work Act 2009* (Cth).

## **3. Hours *[Delete clauses not applicable]***

### **[Full-time Employee]**

- 3.1 Your ordinary hours of work shall be an average of 38 hours per week, plus any reasonable additional hours that are necessary to fulfil your duties or as otherwise required by the Company.
- 3.2 The average of 38 hours per week is to be worked in the following way: *[enter option from 25.1 of the Award]*

### **[Part-time Employee]**

- 3.3 Your ordinary hours of work shall be *(please see clause [10.3.\(C\)](#) of the Award for various options hours can be worked)*, and you will accrue leave at the part time rate.
- 3.4 In addition to the hours set out above, you may also be required to work reasonable additional hours.

## **4. Remuneration and Allowances**

- 4.1 For all ordinary hours of work, you shall be paid [weekly/fortnightly/monthly] the base hourly rate of [\$ insert amount].
- 4.2 You shall be entitled to any applicable penalty rates, overtime rates or allowances appropriate to your position as set out in the Award.
- 4.3 The Company shall make superannuation payments on your behalf in accordance with its statutory obligations (as amended from time to time). Payments shall be made into a preferred fund selected by the Company or a complying superannuation fund of your choice.

**5. Leave**

- 5.1 You are entitled to leave (e.g. annual leave, personal leave, carers leave, compassionate leave, parental leave, community service leave and long service leave) in accordance with the [insert applicable award or enterprise agreement name or delete if there is neither] and the National Employment Standards.

**6. Duties and Responsibilities**

- 6.1 You shall be provided with an outline of your duties immediately prior to or on commencement of your employment. The outline is not intended to be an exhaustive list of the duties you may be required to perform, rather an indication of the kinds of duties that fall within the scope of the position.
- 6.2 You also have general duties to:
  - a) report to your [supervisor/manager] or to such other person as the Company may require or direct from time to time;
  - b) serve the Company faithfully and diligently;
  - c) act in the Company's best interests at all times;
  - d) refrain from acting, or being seen to act, in conflict with the Company's best interests;
  - e) comply with reasonable directions given to you by the Company;
  - f) exhibit a professional and courteous attitude when dealing with the Company, its customers, employees, suppliers and other members of the public;
  - g) perform the duties assigned to you to the best of your abilities and knowledge;
  - h) ensure you are performing solely work related activities in work time; and
  - i) comply with all reasonable requests to perform any additional duties.

**7. Company Policies and Procedures**

- 7.1 You acknowledge and agree:
  - a) that you shall comply with all Company policies in place from time to time;
  - b) the Company may at any time review, implement, vary and/or terminate policies at any time at its sole discretion;
  - c) the Company's policies do not form part of your contract of employment; and
  - d) failure to comply with the Company's policies may result in disciplinary action, up to and including dismissal.

## 8. Termination of Employment

8.1 Subject to Clause 11.4, refers to the Agreement may be terminated in the event that either the Employee, or other persons or bodies, do not supply the information requested by the Employer, or the information supplied is found to be knowingly incorrect, deliberately insufficient or misleading. Either party may terminate the employment by giving the amount of notice specified in Table 1 below, provided that, if you are over 45 years of age and have completed more than two (2) years continuous service with the Company, the periods of notice below are increased by one (1) week (but only where the Company initiates the termination). The Company may pay an equivalent amount in lieu of notice at its discretion.

Table 1. Notice of Termination

Continuous Service	Notice Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

8.2 Notwithstanding any other provisions of this Agreement, in cases of serious misconduct the Company may dismiss you without giving notice or making payment in lieu of notice.

## 9. Confidentiality

9.1 You must not, at any time during or after the termination of your employment for any reason, directly or indirectly disclose or use (or attempt to disclose or use) any Confidential Information for your own benefit or the benefit of any other person or entity.

9.2 This restriction does not apply to information that is:

- used or disclosed in the proper course of you performing your duties for the Company;
- used or disclosed with the Company's prior written consent;
- required by law to be disclosed; or
- in the public domain, other than through your breach of this Agreement.

## 10. Severability and Entire Agreement

10.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior understanding or agreements whether oral or in writing. Any amendment to the Agreement must be agreed to in writing by the parties.

10.2 Should part of this Agreement be deemed illegal or unenforceable it shall be severed from the Agreement and shall not affect the enforceability of the remaining parts of the Agreement.

**EXECUTED as an Agreement**



SIGNED by Employee Name  
Name

SIGNED for and on Behalf of Company

Signature:

Signature of  
Company

Date:

Name (Print):

Date:

