## DELETE THIS PAGE BEFORE PRINTING

### How to complete this template

This letter of offer template is made up of some common contractual terms. You can customise these if you wish, for example, by adding or removing terms.

### Your legal obligations

Your commitments in this letter will form part of an employment contract with an employee.

### Important

You may have legal obligations to your employees under an industrial instrument such as an award or workplace agreement, as well as under State and Federal industrial laws.

Make certain what’s written in this document is consistent with your requirements under these. If you’re unsure what instruments cover your employees, contact the Fair Work Small Business Help Line on 13 13 94 between 8am – 5pm AEST Monday to Friday.

(Insert Company Name here)

Contract of Employment

## Private and Confidential

(Insert date here)

(Insert employee’s name and address details here)

Dear (insert employee’s name here),

### Re: Contract of Employment

We are pleased to offer you the position of (Insert Position Title here) with us here at (Insert Company Name here) where we hope you will enjoy your role and make a significant contribution to the success of the business.

### Commencement Date

Your employment will commence on (Insert starting date) here.

### Location

You will be based at (Insert Business Address here) but may be required to work at such other locations within Victoria as reasonably determined by the needs of the business.

### Position

(Insert Position Title here) - reporting to (Insert Manager’s Position Title here)

The roles and responsibilities of this position will be described separately in an attached Position Description.

### Term

This is a (Insert either - permanent position/casual position/contract position for # months).

#### Probationary Period

A three-month Probationary Period will apply to this role. During this time, you will receive advice, training and guidance to help you become familiar with, and competent in, performing the work you have been appointed to do. The appointment is subject to the satisfactory completion of the Probationary Period which itself is subject to termination during any stage, by either party, upon (one week’s notice in writing), or by payment in lieu of notice.

### Terms of Employment

This employment contract should be read in conjunction with (insert agreement or award name).

### Remuneration

Your salary is at a rate of (insert salary amount).

#### Payment

(Your salary will be paid weekly on a Thursday).

#### Superannuation

Superannuation payments will be made on your behalf in accordance with the Superannuation Guarantee into a Superannuation fund of your choice. If you do not choose a fund, your contributions will be placed into the default fund, (insert name of default fund here).

#### Salary Review

Your remuneration package will be reviewed annually on or about the anniversary of your employment or in accordance with workplace laws.

### Leave Entitlements

#### Annual Leave (Delete annual leave section if the employee is casual)

You are entitled to 20 days’ (4 weeks’) annual leave per year of service (different accrual rates apply to 24 hour/7 day operations shift workers – check your obligations if your business falls into this category). Leave is accrued in accordance with the Fair Work Act 2009 and should be taken within one year of falling due, on occasions negotiated with your manager.

#### Personal leave (Delete if personal leave section if the employee is casual)

You are entitled to 10 days paid personal/carer’s leave in accordance with the Fair Work Act 2009.

You are entitled to a period of two days unpaid carer’s leave per occasion in accordance with the Fair Work Act 2009.

You are entitled to a period of two days paid compassionate leave per occasion in accordance with the Fair Work Act 2009.

(Insert if employee is a casual) You are entitled to a period of two days unpaid carer’s or unpaid compassionate leave per occasion in accordance with the Fair Work Act 2009.

#### Long Service Leave

You will be entitled to long service leave in line with the provisions of (insert award or enterprise agreement title, or if there are no long service leave provisions in a relevant award or enterprise agreement, Victoria’s Long Service Leave Act 2018).

#### Parental Leave

You may be entitled to parental leave in line with the provisions of the Fair Work Act 2009.

### Termination

The minimum period of notice required to be given to the employer by the employee is either:

* That prescribed by the relevant employment agreement or other contract of employment.
* If no period of notice is prescribed as above, a period of notice equal to the employee’s usual pay period.
* (Insert Company name here) may terminate your employment by giving the following period of notice (or payment in lieu) depending on service:

| **Period of 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 |

If you are over 45 with more than two years continuous service, you will receive an additional week’s notice (or payment in lieu).

The company may terminate your employment at any time without notice if:

* you are guilty of serious misconduct or
* you are in material breach of a provision of this contract, including confidentiality undertakings.

Following the termination of your employment you will be required to return all company property.

### Hours of Work

(Insert Company name here) general hours of business are between (insert operating hours here). It is expected that you will work an average of (38) hours per week during general business hours.

From time to time you will be required to work reasonable additional hours or after hours when necessary to perform your duties. Overtime payments or time in lieu will be calculated in accordance with the (insert name of award or enterprise agreement or how this will be calculated, if overtime or time in lieu will apply here).

### Privacy

You are required to observe and uphold all of the Company’s privacy policies and procedures as implemented or varied from time to time.

Collection, storage, access to and dissemination of employee personal information will be in accordance with privacy legislation.

### Company Policy

(Insert Company name here) has in place a number of company policies and procedures. You are required to comply with company policy. A failure to comply with these policies may result in disciplinary action being taken against you.

These policies are found (insert where policies located i.e. policy manual here). These policies do not form part of this contract of employment.

### Confidentiality of Information

During your employment you may become aware of information relating to the business of (insert Company name here), including but not limited to client lists, trade secrets, and client details and pricing structures.

Confidential information, including client lists, trade secrets, pricing structures and any and all documents created by you in the course of your employment remain the sole property of (Insert Company name here). You shall not, either during or after your employment, without the prior consent of the (insert Company name here), directly or indirectly divulge to any person or use the confidential information for your own or another’s benefit.

### Jurisdiction

This contract is made in the State of Victoria.

## Welcome and Acceptance

(Insert employee’s name here), we would like to take this opportunity to welcome you to (Insert Company name here) and wish you a long and rewarding career with us.

Yours sincerely,

(Insert Manager’s name & Position Title here)

I, (insert Employee’s name here), accept the terms and conditions of this contract.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A copy is provided for your records.