

NOTE: FOR USE FOR EMPLOYEES EMPLOYED UNDER A MODERN AWARD

[Insert company letterhead]

[date]

[full name]

[address1]

[address2]

Dear [first name],

Welcome to [company name]

This letter sets out the terms and conditions of employment with [company name] ("Company").

Terms and Conditions

1. You have been employed on a permanent full time basis as [position]. The position **reports** to [name], [title], and is **located** at [location]. **[Optional: You may be reasonably required from time to time to work at other locations nominated by the Company, provided that such other work is similar in nature to that regularly performed by you, and is within the limits of your skill base, competence and training].**
2. Your employment **will commence** on [date].
3. **[Optional: You will initially be employed on 3 months' probation ("Probation Period"). The Probation Period is the period during which both you and the Company will evaluate your initial suitability for your role. During the Probation Period, either you or the Company may terminate the employment relationship without cause, in accordance with the notice provisions in clause 10 of this letter of appointment. For the avoidance of doubt, the Probationary Period does not affect the minimum employment period under the Fair Work Act 2009 (Cth) ("Act").]**
4. The minimum conditions of your employment are subject to the [Award title] ("Award"), and the National Employment Standards, as set down by the Act.
5. Your **ordinary hourly rate** is currently set at [\$x] gross per hour. You are also entitled to the penalties, loadings and allowances set down in the Award, where applicable.
6. Your **hours of work** will be 38 hours per week, averaged over [number] weeks. **[Optional: These hours will generally be worked on [insert days of week and starting and finishing times of each shift].**
7. You may also be required to work reasonable additional hours, as provided for in the Award and the National Employment Standards. Payment for additional hours will be made in accordance with clause [number] of the Award.
8. Your hours of work will be rostered in accordance with a [weekly/fortnightly/monthly] roster and may be worked over any day of the week, including weekends and public holidays.

Policies and Procedures

9. The Company's Policies and Procedures are located at [location]. You are expected to read and comply with these procedures, as amended from time to time. These policies and procedures do not form part of your contract of employment.

Superannuation

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10. Superannuation will be paid directly in accordance with the Award and the relevant legislative standards.

Termination of Employment

11. Termination of employment will require notice in accordance with clause [number] of the Award, and the National Employment Standards. Failure to provide such notice may result in the payment or forfeiture of normal wages as appropriate, except in the case of serious and wilful misconduct, where termination of employment by the Company may be without notice.

12. The type of conduct that constitutes serious and wilful misconduct includes:

- wilful, or deliberate, behaviour by an employee that is inconsistent with the continuation of employment, including:
 - theft;
 - fraud (including falsifying time records);
 - assault;
 - attendance at the workplace under the affects of prohibited drugs or alcohol;
 - the employee refusing to carry out the Company's lawful and reasonable instruction; or
 - the employee not complying with the policies and procedures of the Company such that the non-compliance amounts to serious misconduct; or
- conduct that causes imminent, and serious, risk to:
 - the health, or safety, of a person; or
 - the reputation, viability or profitability of the Company's business.

Pay Day

13. Typically, your pay will be electronically transferred into your bank account [weekly/fortnightly]. This may be subject to change in certain circumstances, such as where a public holiday falls on a required payroll processing day. In cases where you have been overpaid, you agree that the Company shall be entitled to recover such overpayment in full.

Confidentiality

14. As an employee of the Company, you agree that during your employment or after its termination (however caused), you shall not disclose or use in any manner whatsoever, except for the benefit of the Company, any operational procedures, confidential knowledge/information, or any financial trading information relating to the Company.

15. You shall only disclose or use such information if ordered by a Court of competent jurisdiction or by the Company and shall do so only in a manner consistent with such order. Upon termination of your employment, all records of whatsoever nature or description which are in your possession or under your control which in any way relate to the business of the Company shall be returned.

We believe that you will make a significant contribution to the Company. In return, we feel we will offer you a satisfying and challenging career.

I want to take this opportunity to personally welcome you to the Company and I trust you will have a fulfilling time whilst working with us.

Yours sincerely,

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[Insert company letterhead]

[signatory details]

CONFIRMATION OF ACCEPTANCE BY EMPLOYEE:

I confirm that I have read and understood this letter and that I agree to its terms:
Employee signature
Employee name
Dated:

SAMPLE