**Employment Offer Letter – Common Law Salaried Employee (Full Time or Part Time)**

**[THIS LETTER SHOULD BE PRINTED ON COMPANY LETTER HEAD PAPER]**

[Date]

**Private & Confidential**

[Employee First Name & Surname]

[Address 1]

[Address 2]

[City]

[State & Postcode]

Dear [First Name],

RE: Employment Offer Letter

We are pleased to offer you employment with **[Company Name]** (‘**Company**’) on the terms set out in this letter of offer and in the attached document (‘**Standard Terms**’).

# **Position**

# You will be employed on a **[Full Time / Part Time]** basis as **[Position Name]** or such other position determined by the Company from time to time.

# **Location**

# You will initially be based at **[Insert Company Office Address]** and you may be required to work at other offices of the Company which are within a reasonable distance.

# **Commencement**

# Your employment will commence on **[Insert Commencement Date].**

# **Insert the following where employee is to be given relocation assistance (otherwise delete):**

# **Relocation assistance**

# You will be entitled to the following relocation assistance in accordance with clause 8 of the Standard Terms:

# **Insert the following as applicable:**

# (a) accommodation at **[Insert Name and Location of Accommodation]**.

# (b) airfares for travel from **[Insert Location of Origin]** to **[Insert New Location]**.

# (c) reimbursement of reasonable expenses in transporting your personal effects.

# The relocation assistance will extend to you **[and [Insert description of class of persons to whom assistance will extend, e.g. your spouse and dependent children]]**.

In accordance with clause 12.2 of the Standard Terms, you will also be entitled to relocation assistance if your employment is terminated as a consequence of a Redundancy Situation and you are not offered an Alternative Position. For the purpose of clause 12.2 of the Standard Terms the **Relevant Location** will be **[insert relevant city to which Company will arrange one way airfare to for the purpose of Redundancy Situation**].

# **Probationary period**

# You will initially be employed on a probationary basis for a period of **[Insert Probation Period – typically three to six months]**.

# **Duties**

# You will report to **[Insert Managers Name and Job Title]** and will work under the direction of the person in that position or such other position determined by the Company from time to time.

# A general description of the initial requirements of your position is set out in the attached job description. The Company may change these requirements from time to time. Any changes will be discussed with you.

# **Hours**

# **Insert the following if full time:**

# You must work an average of 38 hours per week. Your hours will be averaged over six month period starting on your commencement date.

# **Insert the following if part time:**

# You must work an average of **[Insert Contracted Part Time Hours Per Week]** hours per week. Your hours will be averaged over six month period starting on your commencement date.

# You may also be required to work reasonable additional hours that are necessary to properly perform your duties and responsibilities to the standard expected by the Company. You will also need to be flexible about when you work. Given the nature of your role and the Company’s business, you may be required to work hours outside normal business hours, on weekends and public holidays.

# Your remuneration package has been determined by the Company having regard to the Company’s expectation that you may regularly be required to work additional hours and outside normal business hours, on weekends and public holidays.

# **Remuneration package**

You will receive a remuneration package consisting of a taxable salary and superannuation contributions as follows:

 **Taxable salary** **$[Insert Base Salary]** (gross)

 **Superannuation** (9.5% capped) $**[Insert Amount]**

 **Total remuneration package** $**[Insert Amount]** (gross)

**Insert the following if applicable:**

You will also have a **maximum potential bonus opportunity** of **$[Insert amount]** (gross) under the discretionary bonus scheme referred to in paragraph **[Insert Number (9)]** below. The bonus opportunity does not form part of your remuneration package.

 **Taxable salary**

 Your taxable salary will be paid in **weekly instalments** by electronic funds transfer into your nominated bank or building society account after deduction of all taxes and levies. Your taxable salary will be first reviewed regularly in accordance with the Company's policy and you will be notified of any change in writing.

**Superannuation**

The Company will make superannuation contributions into a complying superannuation fund at the rate required by applicable legislation so as to avoid the imposition of a superannuation guarantee surcharge (currently 9.5% of your ordinary time earnings subject to certain caps (Cap)).

These superannuation contributions are part of your remuneration package.  If the Company is required by law to make superannuation contributions at a rate greater than 9.5% or the Cap increases at any time, the salary component of your remuneration package will be reduced so that the total amount of you remuneration package will remain unaffected.

You are eligible for choice of superannuation fund.  When you start work, if you do not make a valid choice, or do not wish to make a choice, the Company will enrol you as a member of [**Default Superannuation Fun Name**].  You can exercise choice when you start work, and every 12 months after that.

# **Other discretionary benefits**

In addition to your remuneration package, the Company may, at its discretion, provide you with other benefits. Unlike your remuneration package, the Company may cease providing these benefits, or change the basis on which it provides them from time to time at its discretion and you would not have an entitlement to continue to receive these benefits.

Unless you are advised in writing that a benefit is part of your remuneration package, it will be a discretionary benefit to which this clause applies.

The discretionary benefits the Company presently provides include:

(a) **[Insert Discretionary Benefits Here]** – for example free or subsidised meal card, car parking, etc.

The Company may also, from time to time, provide other benefits on this discretionary basis.

# **Workplace surveillance**

# The Company notifies you that continuous ongoing camera, computer and tracking surveillance is carried out in the office in which you work. In areas where camera surveillance occurs, notices reminding you of such surveillance are installed. Computers may be subject to surveillance to ensure compliance with all policies and procedures. The security system installed in this office allows tracking by recording when and where you use your key card access. You agree to such surveillance from the date of commencement of your employment.

# **Termination**

# You or the Company can terminate your employment in accordance with clause 2 or 11 of the Standard Terms. The required period of notice for clause 11 of the Standard Terms is **one month**. However, the required period of notice for clause 11 will be 5 weeks, if the Company terminates your employment and at the end of the day notice is given, you are over 45 years of age and have more than 5 years of continuous service with the Company.

# Even if your position changes during your employment with the Company, the required period of notice will remain as set out in this letter.

# **Standard Terms**

# A copy of the Standard Terms is attached. The Standard Terms comprise part of your contract of employment with the Company.

# **Acceptance of offer**

To confirm your acceptance of this offer, please sign the second copy of this letter and the standard Terms which we have attached and return it to **Human Resources**. You should retain the other copy for your own records.

We take great pleasure in welcoming you to **[Company Name]** and look forward to working with you.

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Manager Name]

[Manager Title] on behalf of **[Company Name]**

I have read this letter and the attached Standard Terms and agree to accept the offer made in this letter and the Standard Terms.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of [Employee First Name & Surname] [Date]