



## **TEMPLATE LETTER OF APPOINTMENT** **Restaurant Employee**

### **User Directions**

AHA (NT)'s template letters of appointment represent best practice letter of appointments for staff employed in restaurants and nightclubs.

This Template Kit contains templates for

- Casual,
- Part-time,
- Full-time and
- Salaried employees

employed in accordance with the *Restaurant Industry Award 2010*.

If you have a Collective Agreement (or other such formalised Agreement) in place, please replace reference to the *Restaurant Industry Award 2010* with the name of the Agreement as the Agreement is, subject to its application, the terms and conditions reference document.

Please note that individual employment circumstances must be taken into account when personalising the template.

NOTE: Once any of the templates in the Kit have been amended, it is no longer an AHA (NT) template document as the AHA (NT) has no control over the changes made – rather, the amended template document represents a letter of appointment which you have tailored for your workplace. In these circumstances, no liability is or can be accepted by AHA (NT) for the contents of any such letter of appointment.

Please note that where the Award applies to a particular position (as determined by the coverage clause) conditions cannot be contracted away, regardless of other benefits provided, including an over award payment. Employers must comply with the terms and conditions of the Award.

### **INSTRUCTIONS**

1. Fill in the applicable text where requested via the "<" and ">" sections in red.
2. Option 1 is where an employee is paid the minimum in accordance with the *Restaurant Industry Award 2010* or in the case of a salaried arrangement the minimum 25% above the weekly rate in accordance with clause 28 (annualised salary arrangements).
3. Option 2 is applicable where the employee is paid an over-award payment or in the case of a salaried arrangement an amount that is greater than the minimum 25% above the weekly rate in accordance with clause 28 (annualised salary arrangements).
4. Please delete the non-applicable option in the Wages clause.
5. Ensure you give your new staff member a copy of the Fair Work Information Statement with the tailored template as this is required under the National Employment Standards.

# **TEMPLATE CASUAL EMPLOYMENT**

<insert date>

<insert prospective employee's name and address>

Dear <insert prospective employee's name>

## **Employment Offer**

Congratulations! <insert name of employer entity> trading as <insert name of hotel> ('the Employer') is pleased to offer you casual employment on the conditions set out below.

### **1) Start Date**

Your employment will start on <insert commencement date>.

### **2) Employment Basis**

You will be employed by the Employer as a casual <insert position title>, level <insert position level> in accordance with the *Restaurant Industry Award 2010* as varied from time to time ('the Award').

You will report to <insert the position title for the reporting position> or such other representative of the Employer as advised from time to time.

You will be required to perform all duties set out in your position description, plus any other duties reasonably associated with your position and/or directed by the Employer. You must perform your duties diligently and faithfully, following all lawful and reasonable directions. Your performance will be reviewed as required.

### **3) Place of Employment**

You will be employed at the <insert place of employment>, however, you may be required to work at alternate locations within a reasonable distance of the <name of the restaurant>, as may be directed by the Employer.

### **4) Minimum Employment Period**

You will be employed subject to a probationary period that will coincide with the minimum employment period. Where the Employer employs less than 15 employees, the minimum employment period is 1 year. Where the Employer employs 15 or more employees, the minimum employment period is 6 months.

### **5) Conditions of Employment**

Your conditions of employment will be governed by the *Fair Work Act 2009* (Cth) ('the Act') including the National Employment Standards ('the NES'), the Award and the Employer's policies and procedures as varied from time to time. This letter of appointment should be read in conjunction with the NES, the Award and the Employer's policies and procedures.

## 6) Entitlements

### a) Wages

#### OPTION 1 – Payment in accordance with the minimum rate of pay

Your ordinary casual hourly rate will be <insert \$ monetary amount for the casual position>. This ordinary casual hourly rate is comprised of the applicable minimum base rate of pay from the Award plus a casual loading of 25%. The casual loading of 25% is paid in compensation for annual leave, personal/carer's leave, notice of termination, redundancy benefits and other entitlements of full-time and part-time employment.

You will be paid on a <WEEKLY/FORTNIGHTLY> basis, less applicable tax.

#### OPTION 2 – Above award payment – allowing the above award amount to be absorbed into future wage increases

Your ordinary casual hourly rate will be <insert \$ monetary amount for the casual position>. This ordinary casual hourly rate is comprised of an over-Award base rate of pay plus a casual loading of 25%. The casual loading of 25% is paid in compensation for annual leave, personal/carer's leave, notice of termination, redundancy benefits and other entitlements of full-time and part-time employment. Your base hourly rate includes an over-Award payment of <insert \$ amount>. This over-Award base rate of pay can be used to absorb future wage increases.

You will be paid on a <WEEKLY/FORTNIGHTLY> basis, less applicable tax.

### b) Working Hours

Your ordinary hours of work will be up to 38 ordinary hours per week. From time to time you may be rostered or requested to work reasonable additional hours.

### c) Requests for Flexible Working Arrangements

Subject to the formal requirements of the Act, if you are a long term casual employee (i.e. employed by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months) and before making the request you had a reasonable expectation of continuing employment by the Employer on a regular and systematic basis, you will be entitled, where eligible, to make a request for flexible working arrangements.

### d) Parental Leave and Related Entitlements (Unpaid)

Subject to the notice and evidence requirements of the Act, if you are a long term casual employee (i.e. employed by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months) and before the relevant date for leave you would have a reasonable expectation of continuing employment by the Employer on a regular and systematic basis, you will be entitled to parental leave and related entitlements in accordance with the Act.

Parental leave and related entitlements includes 12 months unpaid parental leave plus the ability to request a further period of up to 12 months unpaid parental leave.

Subject to the specific conditions of the Act, you are also entitled to unpaid pre-adoption leave.

### e) Carer's Leave, Compassionate Leave and Community Service Leave

#### Unpaid Carer's Leave

Subject to the notice and evidence requirements of the Act, you are entitled to up to 2 days of unpaid carer's leave for each permissible occasion when a member of your immediate family (as defined) or household requires care or support because of a personal illness or personal injury affecting the member or an unexpected emergency affecting the member.

## **Unpaid Compassionate Leave**

Subject to the notice and evidence requirements of the Act, you are entitled to 2 days of unpaid compassionate leave for each permissible occasion when a member of your immediate family (as defined) or household contracts or develops a personal illness that poses a serious threat to his or her life, or sustains a personal injury that poses a serious threat to his or her life, or dies.

## **Unpaid Community Service Leave**

Subject to the notice and evidence requirements of the Act, if you engage in an eligible community service activity, as defined, such as jury service, voluntary emergency management activity or other activity prescribed by the Fair Work Regulations 2009 (Cth), you are entitled to be absent from your employment on an unpaid basis for the prescribed period in accordance with the Act.

## **Notice and Evidence Requirements**

In order to take unpaid carer's leave, unpaid compassionate leave or unpaid community service leave, you must give your Employer notice of the taking of leave. The notice must:

- be given to the Employer as soon as possible (which may be a time after the leave has started); and
- must advise the Employer of the period or expected period of the leave.

Where you have given notice to the Employer of the taking of leave you must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the reason or permissible occasion.

## **f) Long Service Leave**

You are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act (NT)* as provided for in the National Employment Standards of the *Fair Work Act 2009*.

## **g) Public Holidays**

You are entitled to be absent from your employment on a day or part-day that is a public holiday in the place where you work. However, the Employer may request that you work on a public holiday if the request is reasonable. If the Employer requests that you work on a public holiday, you may refuse the request if the request is not reasonable or the refusal is reasonable in accordance with the criteria of the Act.

Given that the Employer operates in the hospitality industry you are likely to be requested to work on public holidays and the request is likely to be reasonable.

If you work on a public holiday you will be paid public holiday penalty rates in accordance with the Award.

## **h) Superannuation**

The Employer will make superannuation contributions on your behalf in accordance with the Award and the applicable federal superannuation legislation as varied. At the time of writing this contract, the contribution amount is 9.5% of your gross ordinary time earnings.

Contributions will be paid to an approved superannuation fund.

## **7) Termination**

No notice is required in the event of termination of employment.

## **8) Uniform**

Where the Employer provides the Employee with a uniform and requires the Employee to launder the uniform provided, the Employer will reimburse the Employee for the demonstrated cost of laundering the uniform. The Employer requires the following **<insert evidence required>** to substantiate the Employee's demonstrated laundry costs.



# TEMPLATE PART-TIME EMPLOYMENT

<insert date>

<insert prospective employee's name and address>

Dear <insert prospective employee's name>

## **Employment Offer**

Congratulations! <Insert name of employer entity> trading as <insert name of restaurant> ('the Employer') is pleased to offer you part-time employment on the conditions set out below.

### **1) Start Date**

Your employment will start on <insert commencement date>.

### **2) Employment Basis**

You will be employed by the Employer as a part-time <insert position title>, level <insert position level> in accordance with the *Restaurant Industry Award 2010* as varied from time to time ('the Award').

You will report to <insert the position title for the reporting position> or such other representative of the Employer as advised from time to time.

You will be required to perform all duties set out in your position description, plus any other duties reasonably associated with your position and/or directed by the Employer. You must perform your duties diligently and faithfully, following all lawful and reasonable directions. Your performance will be reviewed as required.

### **3) Place of Employment**

You will be employed at the <insert place of employment>, however, you may be required to work at alternate locations within a reasonable distance of the <name of the restaurant>, as may be directed by the Employer.

### **4) Minimum Employment Period**

You will be employed subject to a probationary period that will coincide with the minimum employment period. Where the Employer employs less than 15 employees, the minimum employment period is 1 year. Where the Employer employs 15 or more employees, the minimum employment period is 6 months.

### **5) Conditions of Employment**

Your conditions of employment will be governed by the *Fair Work Act 2009* (Cth) ('the Act') including the National Employment Standards ('the NES'), the Award and the Employer's policies and procedures as varied from time to time. This letter of appointment should be read in conjunction with the NES, the Award and the Employer's policies and procedures.

### **6) Entitlements**

#### **a) Wages**

#### **OPTION 1 – Payment in accordance with the minimum rate of pay**

Your ordinary hourly rate will be <insert \$ monetary amount>.

You will be paid on a <WEEKLY/FORTNIGHTLY> basis, less applicable tax.

You must complete a daily record of the hours worked, including start, finish and break times. This record must be kept at the place of employment for a period of at least seven years.

**OPTION 2 – Above award payment – allowing the above award amount to be absorbed into future wage increases**

Your ordinary hourly rate will be <insert \$ monetary amount for the part-time position>. Your ordinary hourly rate includes an over-Award payment of <insert \$ amount>. This over-Award payment can be used to absorb future wage increases.

You will be paid on a <WEEKLY/FORTNIGHTLY> basis, less applicable tax.

You must complete a daily record of the hours worked, including start, finish and break times. This record must be kept at the place of employment for a period of at least seven years.

**b) Working Hours**

Your regular pattern of work will be:

	Start	Finish	Start	Finish
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				

These ordinary hours may be altered by mutual agreement as per clause 12.4 of the Award and this includes via signed acceptance of an altered roster. A request to alter the ordinary hours may be initiated by you or an Employer representative.

You may be rostered or requested to work reasonable additional hours which are in excess of ordinary hours. Additional hours that are authorised by the Employer will be paid at the overtime rates specified in the Award.

Given the nature of the position and the requirements of the hospitality industry you are likely to be requested to work on public holidays.

**c) Requests for Flexible Working Arrangements**

Subject to the formal requirements of the Act, if you have completed at least 12 months of continuous service with the Employer you will be entitled, where eligible, to make a request for flexible working arrangements.

**d) Parental Leave and Related Entitlement**

Subject to the notice and evidence requirements of the Act, if you have completed at least 12 months of continuous service with the Employer you will be entitled to parental leave and related entitlements in accordance with the Act. Parental leave and related entitlements includes 12 months unpaid parental leave plus the ability to request a further period of up to 12 months unpaid parental leave.

Subject to the specific conditions of the Act, you are also entitled to unpaid pre-adoption leave.

**e) Annual Leave**

For each year of service with the Employer, you are entitled to four (4) weeks of paid annual leave. If you fulfil the description of a shiftworker in the NES, the paid annual leave entitlement is five (5) weeks.

Your entitlement to paid annual leave accrues progressively during a year of service according to your ordinary hours of work and accumulates from year to year.

In addition to the payment of annual leave, the Employer is required to pay an annual leave loading of 17.5%.

Paid annual leave may be taken for a period agreed between you and the Employer.

The Employer may require you to take paid annual leave by giving at least four weeks' notice in the following circumstances:

- as part of a close-down of its operations; or
- where more than eight weeks' of leave is accrued.

## **f) Personal/Carer's Leave, Compassionate Leave and Community Service Leave**

### **Personal/Carer's Leave**

Subject to the notice and evidence requirements of the Act, for each year of service with the Employer, you are entitled to 10 days of paid personal/carer's leave. Your entitlement to paid personal/carer's leave accrues progressively during a year of service according to your ordinary hours of work and accumulates from year to year.

You may take paid personal/carer's leave if the leave is taken:

- because you are not fit for work because of a personal illness, or personal injury, affecting you; or
- to provide care or support to a member of your immediate family (as defined), or a member of your household, who requires care or support because of:
  - a personal illness, or personal injury, affecting the member; or
  - an unexpected emergency affecting the member.

### **Unpaid Carer's Leave**

Subject to the notice and evidence requirements of the Act, you are entitled to up to 2 days of unpaid carer's leave for each permissible occasion when a member of your immediate family (as defined) or household requires care or support because of a personal illness or personal injury affecting the member or an unexpected emergency affecting the member.

You cannot take unpaid carer's leave during a particular period if you could instead take paid personal/carer's leave.

### **Compassionate Leave**

Subject to the notice and evidence requirements of the Act, you are entitled to 2 days of paid compassionate leave for each permissible occasion when a member of your immediate family (as defined) or household contracts or develops a personal illness that poses a serious threat to his or her life, or sustains a personal injury that poses a serious threat to his or her life, or dies.

### **Community Service Leave**

Subject to the notice and evidence requirements of the Act, if you engage in an eligible community service activity, as defined, such as jury service, voluntary emergency management activity or other activity prescribed by the *Fair Work Regulations 2009* (Cth), you are entitled to be absent from your employment on an unpaid basis for the prescribed period.

If you are absent from your employment for a period because of jury service, subject to the evidence requirements and offset for the amount of any jury service pay paid or payable to the Employee, you are entitled to be paid by the Employer at your basic hourly rate for your ordinary hours of work in the period for the first 10 days of absence.

### **Notice and Evidence Requirements**

In order to take personal/carer's leave, unpaid carer's leave, compassionate leave or community service leave, you must give your Employer notice of the taking of leave. The notice must:

- be given to the Employer as soon as possible (which may be a time after the leave has started); and

- must advise the Employer of the period or expected period of the leave.

Where you have given notice to the Employer of the taking of leave you must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the reason or permissible occasion.

**g) Long Service Leave**

You are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act (NT)* as provided for in the National Employment Standards of the *Fair Work Act 2009*.

**h) Public Holidays**

You are entitled to be absent from your employment on a day or part-day that is a public holiday in the place where you work. However, the Employer may request that you work on a public holiday if the request is reasonable. If the Employer requests that you work on a public holiday, you may refuse the request if the request is not reasonable or the refusal is reasonable in accordance with the criteria of the Act.

Given that the Employer operates in the hospitality industry and you will be paid in accordance with the Award, you are likely to be requested to work on public holidays and the request is likely to be reasonable.

If you work on a public holiday you will be paid public holiday penalty rates in accordance with the Award. If you are absent from your employment on a day or part-day that is a public holiday, the Employer must pay you at your ordinary hourly rate for your ordinary hours of work on the day or part-day.

**i) Superannuation**

The Employer will make superannuation contributions on your behalf in accordance with the Award and the applicable federal superannuation legislation as varied. At the time of writing this contract, the contribution amount is 9.5% of your gross ordinary time earnings.

Contributions will be paid to an approved superannuation fund.

**7) Termination**

The Employer will provide the following notice in the event of termination, except in cases of serious misconduct where no notice is required:

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

In addition to this notice, if you are over 45 years of age with not less than two years continuous service at the time of giving the notice you are entitled to an additional weeks' notice.

You must provide the same notice of termination as is required by the Employer, except that there is no requirement for additional notice based on your age.

If you fail to provide the required amount of notice, the Employer may withhold any amounts of your termination pay equivalent to the notice period not given.

**8) Uniform**

Where the employer provides the employee with a uniform and requires the employee to launder the uniform provided, the employer will reimburse the employee for the demonstrated cost of laundering the uniform. The employer requires the following **<insert evidence required>** to substantiate the employee's demonstrated laundry costs.

As the employer requires you to launder the uniform provided, you will be paid a laundry allowance of **<INSERT AMOUNT>** on **<WEEKLY/FORTNIGHTLY>** basis.

## 9) Confidentiality

You must not reveal or use, either for your own benefit or anyone else's, any confidential information which you may acquire during your employment. This obligation will still apply to you after your employment with <insert name of employer entity> has ended.

Please sign below and return this letter to me if you accept the above terms and conditions. A copy will be provided to you for your records.

Yours sincerely,

\_\_\_\_\_  
<insert name of the Employer's representative>  
For and on behalf of <insert name of Employer entity>

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

I acknowledge receipt of the above offer of employment and I understand and accept the conditions

\_\_\_\_\_  
<insert the name of the prospective employee>

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

# TEMPLATE FULL-TIME EMPLOYMENT

<insert date>

<insert prospective employee's name and address>

Dear <insert prospective employee's name>

## **Employment Offer**

Congratulations! <insert name of employer entity> trading as <insert name of restaurant> ('the Employer') is pleased to offer you full-time employment on the conditions set out below.

### **1) Start Date**

Your employment will start on <insert commencement date>.

### **2) Employment Basis**

You will be employed as a full-time <insert position title>, level <insert position level> in accordance with the *Restaurant Industry Award 2010* as varied from time to time ('the Award').

You will report to <insert the position title for the reporting position> or such other representative of the Employer as advised from time to time.

You will be required to perform all duties set out in your position description, plus any other duties reasonably associated with your position and/or directed by the Employer. You must perform your duties diligently and faithfully, following all lawful and reasonable directions. Your performance will be reviewed as required.

### **3) Place of Employment**

You will be employed at the <insert place of employment>, however, you may be required to work at alternate locations within a reasonable distance of the <name of the restaurant>, as may be directed by the Employer.

### **4) Minimum Employment Period**

You will be employed subject to a probationary period that will coincide with the minimum employment period. Where the Employer employs less than 15 employees, the minimum employment period is 1 year. Where the Employer employs 15 or more employees, the minimum employment period is 6 months.

### **5) Conditions of Employment**

Your conditions of employment will be governed by the *Fair Work Act 2009* (Cth) ('the Act') including the National Employment Standards ('the NES'), the Award and the Employer's policies and procedures as varied from time to time. This letter of appointment should be read in conjunction with the NES, the Award and the Employer's policies and procedures.

### **6) Entitlements**

#### **a) Wages**

#### **OPTION 1 – Payment in accordance with the minimum rate of pay**

Your ordinary hourly rate will be <insert \$ monetary amount>.

You will be paid on a <WEEKLY/FORTNIGHTLY> basis, less applicable tax.

## **OPTION 2 – Above award payment – allowing the above award amount to be absorbed into future wage increases**

Your ordinary hourly rate will be <insert \$ monetary amount for the full-time position>. Your ordinary hourly rate includes an over-Award payment of <insert \$ amount>. This over-Award amount can be used to absorb future wage increases.

You will be paid on a <WEEKLY/FORTNIGHTLY> basis, less applicable tax.

### **b) Working Hours**

Your hours of work will be an average of 38 ordinary hours per week over a period of no more than 4 weeks plus reasonable additional hours as rostered or as requested. Additional hours worked shall, where authorised to be worked, be paid at the overtime rates specified in the award.

You are entitled to a minimum of eight days off per four week cycle.

You are likely to be required to work on public holidays.

### **c) Requests for Flexible Working Arrangements**

Subject to the formal requirements of the Act, if you have completed at least 12 months of continuous service with the Employer you will be entitled, where eligible, to make a request for flexible working arrangements.

### **d) Parental Leave and Related Entitlements**

Subject to the notice and evidence requirements of the Act, if you have completed at least 12 months of continuous service with the Employer you will be entitled to parental leave and related entitlements in accordance with the Act. Parental leave and related entitlements includes 12 months unpaid parental leave plus the ability to request a further period of up to 12 months unpaid parental leave.

Subject to the specific conditions of the Act, you are also entitled to unpaid pre-adoption leave.

### **e) Annual Leave**

For each year of service with the Employer, you are entitled to four (4) weeks of paid annual leave. If you fulfil the description of a shiftworker in the NES, the paid annual leave entitlement is five (5) weeks. Your entitlement to paid annual leave accrues progressively during a year of service according to your ordinary hours of work and accumulates from year to year.

In addition to the payment of annual leave, the Employer is required to pay an additional leave loading of 17.5% of that payment.

Paid annual leave may be taken for a period agreed between you and the Employer. The Employer must not unreasonably refuse to agree to a request by you to take paid annual leave.

The Employer may require you to take paid annual leave by giving at least four weeks' notice in the following circumstances:

- as part of a close-down of its operations; or
- where more than eight weeks of leave is accrued.

### **f) Personal/Carer's Leave, Compassionate Leave and Community Service Leave**

#### **Personal/Carer's Leave**

Subject to the notice and evidence requirements of the Act, for each year of service with the Employer, you are entitled to 10 days of paid personal/carers leave. Your entitlement to paid personal/carers leave accrues progressively during a year of service according to your ordinary hours of work and accumulates from year to year.

You may take paid personal/carers leave if the leave is taken:

- because you are not fit for work because of a personal illness, or personal injury, affecting you; or

- to provide care or support to a member of your immediate family (as defined), or a member of your household, who requires care or support because of:
  - a personal illness, or personal injury, affecting the member; or
  - an unexpected emergency affecting the member.

### **Unpaid Carer's Leave**

Subject to the notice and evidence requirements of the Act, you are entitled to up to 2 days of unpaid carer's leave for each permissible occasion when a member of your immediate family (as defined) or household requires care or support because of a personal illness or personal injury affecting the member or an unexpected emergency affecting the member.

You cannot take unpaid carer's leave during a particular period if you could instead take paid personal/carer's leave.

### **Compassionate Leave**

Subject to the notice and evidence requirements of the Act, you are entitled to 2 days of paid compassionate leave for each permissible occasion when a member of your immediate family (as defined) or household contracts or develops a personal illness that poses a serious threat to his or her life, or sustains a personal injury that poses a serious threat to his or her life, or dies.

### **Community Service Leave**

Subject to the notice and evidence requirements of the Act, if you engage in an eligible community service activity, as defined, such as jury service, voluntary emergency management activity or other activity prescribed by the *Fair Work Regulations 2009* (Cth), you are entitled to be absent from your employment on an unpaid basis for the prescribed period.

If you are absent from your employment for a period because of jury service, subject to the evidence requirements and offset for the amount of any jury service pay paid or payable to the Employee, you are entitled to be paid by the Employer at your basic hourly rate for your ordinary hours of work in the period for the first 10 days of absence.

### **Notice and Evidence Requirements**

In order to take, personal/carer's leave, unpaid carer's leave, compassionate leave or community service leave, you must give your Employer notice of the taking of leave. The notice must:

- be given to the Employer as soon as possible (which may be a time after the leave has started); and
- must advise the Employer of the period or expected period of the leave.

Where you have given notice to the employer of the taking of leave you must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the reason or permissible occasion.

### **g) Long Service Leave**

You are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act* (NT) as provided for in the National Employment Standards of the *Fair Work Act 2009*.

### **h) Public Holidays**

You are entitled to be absent from your employment on a day or part-day that is a public holiday in the place where you work. However, the Employer may request that you work on a public holiday if the request is reasonable. If the Employer requests that you work on a public holiday, you may refuse the request if the request is not reasonable or the refusal is reasonable in accordance with the criteria of the Act.

Given that the Employer operates in the hospitality industry, you are likely to be requested to work on public holidays and the request is likely to be reasonable. If you work on a public holiday you will be paid public holiday penalty rates in accordance with the Award.

Subject to an Agreement under clause 34.4 of the Award, if your rostered day off falls on a public holiday you must either be paid an extra day's pay or be provided with an alternative day off within 28 days, or receive an additional day's annual leave.

If you are absent from your employment on a day or part-day that is a public holiday, the Employer must pay you at your ordinary hourly rate for your ordinary hours of work on the day or part-day.

**i) Superannuation**

The Employer will make superannuation contributions on your behalf in accordance with the Award and the applicable federal superannuation legislation as varied. At the time of writing this contract, the contribution amount is 9.5% of your gross ordinary time earnings.

Contributions will be paid to an approved superannuation fund.

**7) Termination**

The Employer will provide the following notice in the event of termination, except in cases of serious misconduct where no notice is required:

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

In addition to this notice, if you are over 45 years of age with not less than two years continuous service at the time of giving the notice you are entitled to an additional weeks' notice.

You must provide the same notice of termination as is required by the Employer, except that there is no requirement for additional notice based on your age.

If you fail to provide the required amount of notice, the Employer may withhold any amounts of your termination pay equivalent to the notice period not given.

**8) Uniform**

Where the employer provides the employee with a uniform and requires the employee to launder the uniform provided, the employer will reimburse the employee for the demonstrated cost of laundering the uniform. The employer requires the following <insert evidence required> to substantiate the employee's demonstrated laundry costs.

As the employer requires you to launder the uniform provided, you will be paid a laundry allowance of <INSERT AMOUNT> on <WEEKLY/FORTNIGHTLY> basis.

**9) Confidentiality**

You must not reveal or use, either for your own benefit or anyone else's, any confidential information which you may acquire during your employment. This obligation will still apply to you after your employment with <insert name of employer entity> has ended.

Please sign below and return this letter to me if you accept the above terms and conditions. A copy will be provided to you for your records.

Yours sincerely,

\_\_\_\_\_  
<insert name of the Employer's representative>  
For and on behalf of <insert name of Employer entity>

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

I acknowledge receipt of the above offer of employment and I understand and accept the conditions

\_\_\_\_\_  
<insert the name of the prospective employee>

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

# TEMPLATE SALARIED EMPLOYMENT

<insert date>

<insert prospective employee's name and address>

Dear <insert prospective employee's name>

## **Employment Offer**

Congratulations! <Insert name of employer entity> trading as <insert name of restaurant> ('the Employer') is pleased to offer you full-time, salaried employment on the conditions set out below.

### **1) Start Date**

Your employment will start on <insert commencement date>.

### **2) Employment Basis**

You will be employed as a full-time salaried <insert position title>, level <insert position level> in accordance with clause 28 of the *Restaurant Industry Award 2010* as varied from time to time ('the Award').

You will report to <insert the position title for the reporting position> or such other representative of the Employer as advised from time to time.

You will be required to perform all duties set out in your position description, plus any other duties reasonably associated with your position and/or directed by the Employer. You must perform your duties diligently and faithfully, following all lawful and reasonable directions. Your performance will be reviewed as required.

### **3) Place of Employment**

You will be employed at the <insert place of employment>, however, you may be required to work at alternate locations within a reasonable distance of the <name of the restaurant>, as may be directed by the Employer.

### **4) Minimum Employment Period**

You will be employed subject to a probationary period that will coincide with the minimum employment period. Where the Employer employs less than 15 employees, the minimum employment period is 1 year. Where the Employer employs 15 or more employees, the minimum employment period is 6 months.

### **5) Conditions of Employment**

Your conditions of employment will be governed by the *Fair Work Act 2009* (Cth) ('the Act') including the National Employment Standards ('the NES'), the Award and the Employer's policies and procedures as varied from time to time. This letter of appointment should be read in conjunction with the NES, the Award and the Employer's policies and procedures.

### **6) Entitlements**

#### **a) Wages**

#### **OPTION 1 – Payment in accordance with the clause 28 – annualised salary arrangements**

Your gross salary will be <insert \$ salary amount that is at least 25% above the weekly rate multiplied by 52 for the appropriate classification> per annum. Your annualised salary is in accordance with clause 28 of the Award.

You will be paid on a <WEEKLY/FORTNIGHTLY> basis, less applicable tax.

There is no payment for split shift allowance (clause 24.2), overtime (clause 33), penalty rates for work on weekends and public holidays (clause 34.1) and additional payment for work done between the hours of 10pm and 7am Monday to Friday (clause 34.2) provided that the salary paid over a year was sufficient to cover what you would have been entitled to if all Award overtime and penalty rate payment obligations had been complied with. In the event of termination of employment prior to the completion of a year, the salary paid during such period of employment must be sufficient to cover what you would have been entitled to if all Award overtime and penalty rate payment obligations had been complied with.

The Employer must keep all records relating to the starting and finishing times. This record must be signed weekly by you. This is to enable the Employer to carry out a reconciliation at the end of the year in order to compare your ordinary wage under this Award and the actual payment. Where a comparison reveals a shortfall in your wages, then you must be paid the difference between the wages earned under the Award and the actual amount paid. (This record must be kept at the place of employment for a period up to at least seven years)

### **OPTION 2 – Above award payment – allowing the above award amount to be absorbed into future wage increases**

Your gross salary will be <insert \$ salary amount which is more than 25% above the weekly rate multiplied by 52 for the appropriate classification> per annum. Your annualised salary is in accordance with clause 28 of the Award. Your gross salary includes an over-Award payment of <insert \$ amount over and above the 25%>. This over award amount can be used to absorb future wage increases.

You will be paid on a <WEEKLY/FORTNIGHTLY> basis, less applicable tax.

There is no payment for split shift allowance (clause 24.2), overtime (clause 33), penalty rates for work on weekends and public holidays (clause 34.1) and additional payment for work done between the hours of 10pm and 7am Monday to Friday (clause 34.2) provided that the salary paid over a year was sufficient to cover what you would have been entitled to if all Award overtime and penalty rate payment obligations had been complied with. In the event of termination of employment prior to the completion of a year, the salary paid during such period of employment must be sufficient to cover what you would have been entitled to if all Award overtime and penalty rate payment obligations had been complied with.

The Employer must keep all records relating to the starting and finishing times. This record must be signed weekly by you. This is to enable the employer to carry out a reconciliation at the end of the year in order to compare your ordinary wage under this Award and the actual payment. Where a comparison reveals a shortfall in your wages, then you must be paid the difference between the wages earned under the Award and the actual amount paid. (This record must be kept at the place of employment for a period up to at least seven years)

#### **b) Working Hours**

Your hours of work will be an average of 38 ordinary hours per week over a period of no more than 4 weeks plus reasonable additional hours as rostered or as requested. Payment for additional hours worked has been incorporated into the annualised salary stated above.

You are entitled to a minimum of eight days off per four week cycle.

You are likely to be required to work on public holidays. If you are required to work on a public holiday you will be entitled to a day off instead of public holidays or a day added to your annual leave entitlement.

#### **c) Requests for Flexible Working Arrangements**

Subject to the formal requirements of the Act, if you have completed at least 12 months of continuous service with the Employer you will be entitled, where eligible, to make a request for flexible working arrangements.

#### **d) Parental Leave and Related Entitlements**

Subject to the notice and evidence requirements of the Act, if you have completed at least 12 months of continuous service with the Employer you will be entitled to parental leave and related entitlements in

accordance with the Act. Parental leave and related entitlements includes 12 months unpaid parental leave plus the ability to request a further period of up to 12 months unpaid parental leave.

Subject to the specific conditions of the Act, you are also entitled to unpaid pre-adoption leave.

#### **e) Annual Leave**

For each year of service with the Employer, you are entitled to four (4) weeks of paid annual leave. If you fulfil the description of a shiftworker in the NES, the paid annual leave entitlement is five (5) weeks.

Your entitlement to paid annual leave accrues progressively during a year of service according to your ordinary hours of work and accumulates from year to year.

In addition to the payment of annual leave, the Employer is required to pay an annual leave loading of 17.5%.

Paid annual leave may be taken for a period agreed between you and the Employer. The Employer must not unreasonably refuse to agree to a request by you to take paid annual leave.

The Employer may require you to take paid annual leave by giving at least four weeks' notice in the following circumstances:

- as part of a close-down of its operations; or
- where more than eight weeks of leave is accrued.

#### **f) Personal/Carer's Leave, Compassionate Leave and Community Service Leave**

##### **Personal/Carer's Leave**

Subject to the notice and evidence requirements of the Act, for each year of service with the Employer, you are entitled to 10 days of paid personal/carer's leave. Your entitlement to paid personal/carer's leave accrues progressively during a year of service according to your ordinary hours of work and accumulates from year to year.

You may take paid personal/carer's leave if the leave is taken:

- because you are not fit for work because of a personal illness, or personal injury, affecting you; or
- to provide care or support to a member of your immediate family (as defined), or a member of your household, who requires care or support because of:
  - a personal illness, or personal injury, affecting the member; or
  - an unexpected emergency affecting the member.

##### **Unpaid Carer's Leave**

Subject to the notice and evidence requirements of the Act, you are entitled to up to 2 days of unpaid carer's leave for each permissible occasion when a member of your immediate family (as defined) or household requires care or support because of a personal illness or personal injury affecting the member or an unexpected emergency affecting the member.

You cannot take unpaid carer's leave during a particular period if you could instead take paid personal/carer's leave.

##### **Compassionate Leave**

Subject to the notice and evidence requirements of the Act, you are entitled to 2 days of paid compassionate leave for each permissible occasion when a member of your immediate family (as defined) or household contracts or develops a personal illness that poses a serious threat to his or her life, or sustains a personal injury that poses a serious threat to his or her life, or dies.

##### **Community Service Leave**

Subject to the notice and evidence requirements of the Act, if you engage in an eligible community service activity, as defined, such as jury service, voluntary emergency management activity or other activity prescribed by the *Fair Work Regulations* 2009 (Cth), you are entitled to be absent from your employment on an unpaid basis for the prescribed period.

If you are absent from your employment for a period because of jury service, subject to the evidence requirements and offset for the amount of any jury service pay paid or payable to the Employee, you are entitled to be paid by the Employer at your basic hourly rate for your ordinary hours of work in the period for the first 10 days of absence.

### **Notice and Evidence Requirements**

In order to take, personal/carer's leave, unpaid carer's leave, compassionate leave or community service leave, you must give your Employer notice of the taking of leave. The notice must:

- be given to the Employer as soon as possible (which may be a time after the leave has started); and
- must advise the Employer of the period or expected period of the leave.

Where you have given notice to the Employer of the taking of leave you must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the reason or permissible occasion.

### **g) Long Service Leave**

You are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act* (NT) as provided for in the National Employment Standards of the *Fair Work Act 2009*.

### **h) Public Holidays**

You are entitled to be absent from your employment on a day or part-day that is a public holiday in the place where you work. However, the Employer may request that you work on a public holiday if the request is reasonable. If the Employer requests that you work on a public holiday, you may refuse the request if the request is not reasonable or the refusal is reasonable in accordance with the criteria of the Act.

Given that the Employer operates in the hospitality industry, you are likely to be requested to work on public holidays and the request is likely to be reasonable. If you work on a public holiday you are entitled to paid time off that is of equal length to the time worked on the public holiday or the equal length of time worked to be added to your annual leave entitlement.

Subject to an Agreement under clause 34.4 of the Award, if your rostered day off falls on a public holiday you must either be paid an extra day's pay or be provided with an alternative day off within 28 days, or receive an additional day's annual leave.

If you are absent from your employment on a day or part-day that is a public holiday, the Employer must pay you at your ordinary hourly rate for your ordinary hours of work on the day or part-day.

### **i) Superannuation**

The Employer will make superannuation contributions on your behalf in accordance with the Award and the applicable federal superannuation legislation as varied. At the time of writing this contract, the contribution amount is 9.5% of your gross ordinary time earnings.

Contributions will be paid to an approved superannuation fund.

## **7) Termination**

The Employer will provide the following notice in the event of termination, except in cases of serious misconduct (where no notice is required):

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

In addition to this notice, if you are over 45 years of age with not less than two years continuous service at the time of giving the notice you are entitled to an additional weeks' notice.

You must provide the same notice of termination as is required by the Employer, except that there is no requirement for additional notice based on your age.

If you fail to provide the required amount of notice, the Employer may withhold any amounts of your termination pay equivalent to the notice period not given.

### 8) Uniform

Where the employer provides the employee with a uniform and requires the employee to launder the uniform provided, the employer will reimburse the employee for the demonstrated cost of laundering the uniform. The employer requires the following **<insert evidence required>** to substantiate the employee's demonstrated laundry costs.

As the employer requires you to launder the uniform provided, you will be paid a laundry allowance of **<INSERT AMOUNT>** on **<WEEKLY/FORTNIGHTLY>** basis.

### 9) Confidentiality

You must not reveal or use, either for your own benefit or anyone else's, any confidential information which you may acquire during your employment. This obligation will still apply to you after your employment with **<insert name of employer entity>** has ended.

Please sign below and return this letter to me if you accept the above terms and conditions. A copy will be provided to you for your records.

Yours sincerely,

\_\_\_\_\_  
**<insert name of the Employer's representative>**  
For and on behalf of **<insert name of Employer entity>**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

I acknowledge receipt of the above offer of employment and I understand and accept the conditions

\_\_\_\_\_  
**<insert the name of the prospective employee>**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date