



# Letter of Employment

A letter of employment is essential when hiring new employees. The letter informs new employees about the terms and conditions of their employment with your service, including:

- ★ Start date
- ★ Position
- ★ Hours of work, and
- ★ Pay and other entitlements.

### **Suggested steps for preparing and using a letter of employment:**

#### **STEP 1: CREATE YOUR LETTER OF EMPLOYMENT**

Check what minimum entitlements apply to the position including:

- ★ Pay
- ★ Hours of work
- ★ Allowances
- ★ Leave entitlements, and
- ★ Termination of employment notice periods.

Minimum entitlements come from the Children's Services Award, the National Employment Standards and legislation, such as the Fair Work Act 2009.

#### **STEP 2: MEET WITH THE NEW EMPLOYEE AND PROVIDE THE LETTER OF EMPLOYMENT**

Meet face to face with your new employee prior to them starting work in order to provide the letter and talk about the contents. This allows:

- ★ You to explain the terms and conditions of employment
- ★ The employee to ask questions, and
- ★ You to describe your expectations for the job.



#### **STEP 3: GIVE YOUR NEW EMPLOYEE TIME TO CONSIDER THE LETTER OF EMPLOYMENT**

You should give the person enough time to consider the contents of the letter of engagement and seek their own advice (if they want it) before they accept the offer.

When providing the letter you should give a date by when you'd like the person to let you know whether the offer is accepted.

Also, it is good practice to give the employee your contact details in case they have more questions.

#### **STEP 4: KEEP A COPY OF THE SIGNED LETTER OF EMPLOYMENT & PROVIDE THE EMPLOYEE WITH A COPY**

Once you have received the signed letter of employment from the employee, return a copy to them. This ensures you both have a record of what has been agreed to and signed.

# EXAMPLE LETTER OF EMPLOYMENT

This letter of employment template has been colour coded to assist services to complete it accurately. You simply need to replace the <red> writing with what applies to your employee and situation. The letter is broken into numbered clauses. Some of the clauses are optional because they might not apply to your employee and can simply be deleted.

<Print on your business letterhead>

<Date>

## Private and confidential

<Insert employee's full name>

<Insert employee's residential address>

Dear <insert name>

## LETTER OF EMPLOYMENT

I am pleased to offer you employment in the position of <insert position title> with us at <insert name of the service> (the approved provider) on the terms and conditions set out in this letter.

### 1. Position

- Your start date will be <insert start date>.
- Your employment will be <full-time/part-time>.
- The duties of this position are set out in the attached Job Description. You will be required to perform these duties, and any other duties the approved provider may assign to you, having regard to your skills, training and experience.
- You will be required to perform your duties at <location>, or elsewhere as reasonably directed by the approved provider.

### 2. Probation

- A probation period will apply for the first <insert number> months of your employment. During this time we will assess your progress and performance in the position.
- During the probation period you or the employer may end your employment by providing notice in accordance with the table in clause 8 below.

### 3. Terms and conditions of employment

The terms and conditions of your employment will be those set out in the Children's Services Award and applicable legislation. This includes, but is not limited to, the National Employment Standards in the Fair Work Act 2009. A copy of the award and NES is filed in the office for staff to access.

### 4. Ordinary hours of work

Your ordinary hours of work will be <insert number of hours: 38 if full-time> per week, plus any reasonable additional hours that are necessary to fulfill your duties or as otherwise required by the employer.

### 5. Remuneration

- You will be paid <weekly/fortnightly/monthly> at the rate of \$<XX> per <hour>.
- The employer will also make superannuation payments on your behalf in accordance with the Superannuation Guarantee (Administration) Act 1992.
- Your remuneration will be reviewed annually and may be increased at the employer's discretion. You will be paid in line with, or above, the Children's Services Award.

## 6. Leave

You are entitled to leave in accordance with the Children's Services Award and the National Employment Standards.

## 7. Your obligations to the employer

You will be required to:

- Perform all duties listed in your Job Description to the best of your ability at all times;
- Use your best endeavours to promote and protect the interests of the approved provider; and
- Follow all reasonable and lawful directions given to you by the approved provider, including complying with policies and procedures as amended from time to time. These policies and procedures are not incorporated into your contract of employment.

## 8. Termination of employment

Under the Fair Work Act 2009 the approved provider may terminate your employment at any time by providing you with notice in writing in accordance with this table:

Length of continuous service with employer	Period of notice
Not more than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

- You are entitled to an additional week's notice if you are over 45 years old and have completed at least 2 years of continuous service with the employer on the day the notice of termination is given.
- If you wish to terminate your employment you are required to provide the employer with prior notice in accordance with the table above.

## 9. Confidentiality

By accepting this letter of offer, you acknowledge and agree that you will not, during the course of your employment or thereafter, except with the consent of the approved provider, as required by law or in the performance of your duties, use or disclose confidential information relating to the business of the employer, including but not limited to family details and fee structures.

## 10. Entire agreement

- The terms and conditions referred to in this letter constitute all of the terms and conditions of your employment and replace any prior understanding or agreement between you and the employer.
- The terms and conditions referred to in this letter may only be varied by a written agreement signed by both you and the approved provider.

If you have any questions about the terms and conditions of your employment, please don't hesitate to contact <insert contact person> on <insert phone number>.

Employees may also seek information about minimum terms and conditions of employment from the Fair Work Ombudsman. You can contact them on 13 13 94 or visit their website at [www.fairwork.gov.au](http://www.fairwork.gov.au).

To accept this offer of employment, please return a signed and dated copy of this letter to me by  
<insert date>.

Yours sincerely,

<Insert signature>

<Insert name>

<Insert position>

Employee Declaration:

I, <insert name of employee>, have read and understand this letter and accept the offer of employment from <insert service name> on the terms and conditions set out in the letter.

Signed: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Print name: \_\_\_\_\_

PLEASE KEEP A COPY OF THIS LETTER FOR YOUR RECORDS

#### NOTE TO APPROVED PROVIDER:

- Attach a copy of the Job Description for this employee to the Letter of Employment.
- Attach a copy of any agreement relating to additional terms and conditions offered to this employee, that are not provided for in the Children's Services Award or the National Employment Standards, to the Letter of Employment

#### OTHER RELEVANT OOSH DEVELOPMENT FACTSHEETS:

- ★ Job Description (Nominated Supervisor)
- ★ Job Description (Educator)
- ★ Recruitment, Selection & Appointment of Staff
- ★ Reference Checks
- ★ Staff Orientations

**THIS FACTSHEET LINKS TO  
QUALITY STANDARD 7:  
LEADERSHIP AND SERVICE MANAGEMENT**



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