PEARLS OF WISDOM

Example – Letter of Engagement Casual Position

<Name of Family / Person Supported / Holder of PAYG Account>

<Date>

Private and confidential

<Insert employee's full name>
<Insert employee's residential address>

Dear <insert name>

Letter of engagement - Casual

I am pleased to offer you casual employment in the position of <insert position title> with us at <insert name of holder of PAYG Account> ('the employer') on the terms and conditions set out in this letter.

1. Position

1.1 Your employment will be on a casual basis, as per <fortnightly/monthly> roster.

1.2 As a casual employee, there is no guarantee of ongoing or regular work.

1.3 The duties of this role are in the **attached** position description. On each occasion that you work you will be required to perform these duties and any others duties the employer may assign to you, having regard to your skills, training and experience.

1.4 You will be required to perform your duties at <location>, or elsewhere as reasonably directed by the employer.

2. Terms and conditions of employment

2.1 Unless more generous provisions are provided in this letter or in the attached Schedule, the terms and conditions of your employment will be those set out in the Social, Community, Home Care and Disability Services Industry Award 2010 Home Care Employees Classification and applicable legislation. This includes, but is not limited to, the National Employment Standards in the *Fair Work Act 2009*.

2.2 Your employment may be terminated at any time by providing you with notice, to apply at the end of your current engagement.

2.3 The additional terms and conditions set out in the attached Schedule will also apply to your employment.

3. Remuneration

3.1 You will be paid at the rate of $<insert amount> per hour, including the applicable casual loading.

3.2 You will be paid <weekly/fortnightly/monthly> to the bank account nominated by you.

3.3 The employer will also make superannuation payments on your behalf when you earn over $450 per month in accordance with the *Superannuation Guarantee (Administration) Act 1992*.

3.4 Your remuneration will be reviewed annually, and may be increased at the employer's discretion.

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4. Your obligations to the employer

4.1 You will be required to:

(a) perform all duties to the best of your ability at all times;

(b) use your best endeavours to promote and protect the interests of the employer; and

(c) follow all reasonable and lawful directions given to you by the employer, including complying with policies and procedures as amended from time to time. These policies and procedures are not incorporated into your contract of employment.

5. Confidentiality

5.1 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 employer, 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 client lists, trade secrets, client details and pricing structures.

6. Entire agreement

6.1 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.

6.2 The terms and conditions referred to in this letter may only be varied by a written agreement signed by both you and the employer.

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

Employees and employers 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.

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

Yours sincerely,

<Insert name>

<Insert position>

I, <insert name of employee>, have read and understood this letter and accept the offer of employment from <insert company/partnership/sole trader name> on the terms and conditions set out in the letter. I understand that each engagement will constitute a separate contract of employment between us.

Signed: _____ Date: _____ / _____/ _____

Print name: _____

PLEASE KEEP A COPY OF THIS LETTER FOR YOUR RECORDS

POSITION DESCRIPTION

<Insert position description for this employee here>

SCHEDULE OF ADDITIONAL TERMS AND CONDITIONS

> *Optional section; delete if not relevant.*

<Insert any additional terms and conditions that are not below the minimum entitlements provided in the relevant industrial instrument (e.g. award or agreement) or legislation>