

DRAFT PRO FORMA

(Insert Organisation Name Here)

(Please change content/wording to suit your organisation)

JOB OFFER, INCLUDING EMPLOYMENT CONTRACT/AGREEMENT

Private and Confidential

Dear

Re: Offer of Employment

We are pleased to inform that your application for the position of (Position title) has been successful.

Attached are the terms and conditions of the offer. We advise that you should read these carefully, and if you agree, sign the acceptance form at the bottom of this letter and return to us by (date).

Once signed by you, this letter will form the basis of the Employment Agreement between you and the (Organisation).

Please contact me if you have any questions or concerns.

The offer is as follows:

Position

Your position with the (Organisation) will be as (Position title). A current job description is attached. This may be amended by the (Organisation) after negotiations with you, as a consequence of operational requirements of the service and the altered job description will apply to the position.

1. Term of the Agreement

The term of your contract of employment shall be (period in months/years). The contract will apply from your commencement date at the beginning of business hours on (date) and will cease at the close of business on the (date).

2. Availability of Funding

All terms except for those dealing with salary level, annual, sick and long service leave and workers' compensation are subject to the availability of funding for the position.

3. Contract of Employment

Your contract of employment with the (Organisation) consists of the terms and conditions within this offer and any (Organisation) policies that may exist from time to time. This contract is separate from and excludes any and all awards and enactments, or their provisions, unless they are expressly contained in this contract. This contract replaces any previous written or verbal offers, understandings or contracts.

4. Salary

Your ordinary salary on commencement shall be \$ (amount) per annum. Your salary will be paid two weeks in arrears, by direct deposit into an account nominated by you. Other allowances include District Allowance and Language Allowance (if language is relevant to this (Organisation)). Salary increments will be granted, subject to funding availability, to employees whose work performance has been satisfactory and who have completed twelve months of employment.

5. Salary Sacrifice (if applicable)

The (Organisation) has access to salary sacrifice, which is available to employees at the (Organisation's) discretion. The (Organisation) holds the right to withdraw salary sacrifice benefits if any laws change that impact on this arrangement. The (Organisation) will allow you to salary sacrifice a maximum amount of \$(amount) grossed up value for approved purposes.

6. Superannuation

The (Organisation) shall contribute on your behalf an amount equal to (insert percentage applicable) of your ordinary salary into your nominated Superannuation Fund. The conditions applying to superannuation will be determined by (Organisation) policy, the Superannuation Guarantee Act and the rules of the fund.

7. Hours of Work

Ordinary hours of work shall be a minimum of (number of hours) hours per fortnight worked flexibly to the needs of the (Organisation). The employee must complete a timesheet. The normal hours of the clinic are (insert the range of hours, start time and finish time).

8. On Call

Overtime hours, including weekends, will be shared by the qualified medical and nursing staff. The assistance of all staff may be required for emergency situations, which will be performed without remuneration. A (insert percentage number) % loading of normal salary will be paid to cover on call work and call-outs.

9. Other Duties

You may be required by the (Organisation) to perform duties in addition to, or in place of, those stated in the job description at, and for, any time.

10. Probationary Period

A probationary period of three (3) months from the starting date will apply. At the expiration of the probation period a performance appraisal will be carried out, and the employer and the employee shall resolve to confirm the employee's appointment, terminate the agreement or grant an extension of the probation for a period for a further period of three (3) months. After one (1) year or more of service no probation period will be required.

11. Performance Appraisal

A performance appraisal will be conducted annually.

12. Termination

Your contract of employment may be terminated before its expiry date as follows:

- a. Termination by notice following repeated unsatisfactory performance appraisals
The (Organisation) may terminate your employment by giving (number of) week's notice of the termination. The (Organisation) may choose to pay out this notice period rather than have you work out the notice. The period of notice required in this paragraph does not apply in the circumstances described in paragraph "f" of this clause.
- b. Termination by notice from employee
You may terminate your employment by giving (number of) weeks' notice of the termination. Normally you would be required to work during this notice period but the (Organisation) may agree to an earlier release from your duties. The period of notice required in this paragraph does not apply in the circumstances described in paragraph 'f' of this clause.
- c. Summary dismissal
The (Organisation) may terminate your employment without notice, or payment in lieu of notice, because of any: malingering, negligence, misconduct, or breach of (Organisation) policy or breach of Clause 22, Code of Conduct, in this contract, on your part.
- d. Unsatisfactory performance and behaviour
The (Organisation) may terminate your contract without notice because of unsatisfactory work performance or behaviour, or behaviour that is inappropriate in the community, as determined by the (Organisation), and actions that bring the (Organisation) into disrepute, on your part.
- e. Operational requirements and economic considerations
The (Organisation) may terminate your employment because of reasons associated with operational requirements, economic consideration, or financial circumstances (for example, reduced funding received from the various funding entities which may or may not be related to your employment).

f. End of Contract

No notice is required and no compensation will be payable if your contract runs the full term as specified in Clause 2.

13. Nominated Place of Recruitment

Your nominated place of recruitment is (state location/town/community).

14. Travel: Relocation and Repatriation

a. Relocation

The (Organisation) will provide or pay for airfares for yourself and your immediate family, as agreed, from your nearest capital city to (state location) and transport to (state location) to allow you to start your employment with the (Organisation). If employed locally there is no entitlement to airfares.

b. Repatriation

The (Organisation) will provide or pay for repatriation for the employee and immediate family, as agreed, from (state location) to your nearest capital city on your employment being terminated. If employed locally there is no entitlement to airfares.

c. Qualifications on entitlement

If you are terminated by the (Organisation) without notice for misconduct or for reasons that summary dismissal would apply after you have twelve (12) months continuous service with the (Organisation) then the (Organisation) will pay or provide repatriation transport for yourself and immediate family to your nominated place of recruitment. If the employee decides to terminate their contract within twelve (12) months of their starting date there is no entitlement to repatriation.

d. No double counting of entitlements

The entitlement to relocation and repatriation travel will only be available to the extent that you or members of your immediate family do not have relocation or repatriation entitlement from any other contract with the (Organisation) or any other source.

e. Alternative methods of travel

You may use alternative methods of transport, such as your own vehicle, for relocating to and repatriating from (state location). If you use your own vehicle you may claim the following allowances instead of airfares.

Reimbursement is based on:

- Vehicle use: \$(amount) per kilometre inclusive of fuel, oil, vehicle maintenance, insurance and all costs associated with running the vehicle. The rate depends on vehicle engine capacity (see Table 4)
- Accommodation \$(amount) per night on presentation of receipts.

If you use your own vehicle, these allowances (vehicle and accommodation) will be paid to a maximum that is the equivalent to the cost of the economy airfares that would have been provided otherwise.

If you use another form of transport, such as a coach, then you may claim the cost of the ticket and the accommodation to a maximum that is equivalent to the costs of the economy airfares that would have been provided otherwise.

In addition, if using alternative methods to relocate or repatriate you must travel by the most practical direct route from your nearest capital city to the community.

In claiming for the costs arising from alternative methods of transport you must provide the (Organisation) with satisfactory evidence of costs claimed.

15. Personal Effects Transport: Relocation And Repatriation

a. Relocation

The (Organisation) will provide or pay for reasonable expenses, to a maximum of \$(amount) incurred in the transport of your personal effects from your nominated place of recruitment to allow you to start your employment with the health board. If employed locally there is no entitlement to relocation cost. Three quotes will be required to be presented to the (Organisation), and approval provided through the issuing of a purchase order enabling the health service to pay the supplier directly on presentation of their invoice.

b. Repatriation

The (Organisation) will provide or pay for reasonable expenses, to a maximum of \$(amount) incurred in the transport of your personal effects from the community to your place of recruitment. The same conditions as outlined in 16b will apply.

c. Qualifications of entitlement for personal effects transportation

If after twelve (12) months continuous service, the (Organisation) terminates your position without notice for misconduct, or for reasons that summary dismissal would apply, then the (Organisation) will pay or provide for repatriation transport for your personal effects to a maximum of \$(amount). The same conditions as outlined in 16b will apply.

If the employee decides to terminate his/her contract within twelve (12) months of his/her starting date there would be no entitlement to repatriation expenses.

d. No double counting of entitlements

The entitlement to relocation and repatriation of personal effects will only be available to the extent that you or members of your immediate family do not have relocation or repatriation entitlement from any other contract with the (Organisation) or any other source.

e. Definition of personal effects

In this clause “personal effects” means your household goods, personal possessions, one car. Additional vehicles, boats, trailers and caravans etc are not included.

f. Insurance

You shall be responsible for insurance and the cost of insuring the transport of your personal effects on relocation or repatriation.

16. Accommodation, Utilities And Services

a. Entitlement

The (Organisation) shall provide you with suitable accommodation according to its accommodation policy, availability and the terms of its tenancy agreement with you.

b. Charges for accommodation.

The charges for your accommodation shall be:
Rent \$ (amount) per fortnight.

c. Other utilities and services

In the event any other charges are levied in the (state location or community) for utilities or other services (such as electricity, gas, and telephone), you shall be responsible for the payment of those charges.

17. Annual Leave

a. Entitlement

Your entitlement to annual leave is (number of) working days after 12 months full-time equivalent completed service. Payment for your period of leave is at your ordinary rate plus a loading of (insert percentage number)%. You will be paid for your annual leave and leave loading before you go on annual leave.

b. Time of taking annual leave

You must request annual leave six weeks before the date and have your request approved by the (Organisation) before you go on leave. Where possible, the (Organisation) will try to grant annual leave for the time requested. However, the (Organisation) at its discretion and according to its operational requirements will grant all annual leave.

Annual leave must be taken within 12 months of it falling due. If the (Organisation) requires you to take leave at any time it will give you 6 weeks notice of that requirement. At least 4 weeks of your annual entitlement must be spent outside the community (if applicable).

- c. Public holidays
As observed in Western Australia. Annual leave is exclusive of public holidays.
 - d. Rest and recreation (if applicable)
Every three months there is one week's rest and recreation provided. This is paid as standard weekly pay with no on call or overtime loading. This week must be taken away from the community. If employment ceases within the first three (3) months tenure there will be no entitlement to payment for this week.
 - e. Payment on termination
On the termination of your employment, your accrued and pro rata holiday leave, plus leave loading will be paid out. This is provided you have at least one month's service and terminate in accordance with this contract or have been terminated by the health board.
18. Annual leave airfares (if applicable)
- a. The (Organisation) will pay for one economy class airfare to the nearest capital city for you after 12 months continuous service for the purpose of taking annual leave. If you wish to go to a different destination the (Organisation) will contribute the value of an economy class airfare to the nearest capital city to the cost of your travel. This can be taken as an airfare or paid out as the equivalent. This airfare must be taken in conjunction with annual leave.
 - b. No double counting
This entitlement to annual leave airfare will only be available to the extent that you and members of your immediate family do not have any annual leave travel assistance entitlement from any other contract with the (Organisation) or any other source.

Payment on termination: If your contract is terminated at a time when you have an accrued but untaken annual leave entitlement then an airfare entitlement proportional to the percentage of annual leave accrued will be paid out. You shall not be entitled to any annual leave airfare at the termination of this contract if you are entitled to repatriation travel.

19. Sick Leave

- a. Entitlement
You have an entitlement up to 10 paid days sick leave per year. However up to five days of this entitlement may be taken by you to enable you to be responsible for the care and support of a member of your family. Sick leave entitlements shall not be paid out if not taken. The (Organisation) may agree, at its absolute discretion, to extend either paid or unpaid leave for any incapacity to attend for work due to illness that exceeds your sick leave entitlement.

b. Notification of absence

You are required to advise the (Organisation) as soon as possible if you are not able to attend work for reason of which you are claiming sick leave.

c. Proof of reasons for absence

You may be required at any time to produce a medical certificate, or other proof, detailing the nature of your illness and inability to attend work because of that illness or to enable you to be responsible for the care and support of a member of your family who is genuinely ill.

20. Bereavement Leave

You have an entitlement to (number of) days paid leave to attend the funeral of your spouse, parents, grand parents, siblings and children. This includes people with whom you have an in-law, de-facto or step relationship. Additional leave may be granted, at the (Organisations) absolute discretion, on a paid or unpaid basis by agreement with the (Organisation).

21. Jury Leave

If you are required to attend jury service the (Organisation) will grant you leave to perform that service. The (Organisation) will pay you the difference between any monies you receive for jury service and your ordinary salary. You are required to provide proof of your jury service and any payments made to you for that service.

22. Parental Leave

a. Types of parental leave

There are three types of parental leave to which you may be entitled. All of these are currently provided for in the *Industrial Relations Act 1988 (Commonwealth)* or a relevant award. Entitlements to parental leave under the Act are reduced by any entitlement granted by an award so there is no double counting of entitlements.

The three types of leave are:

1. Maternity Leave: a female employee who becomes pregnant is entitled to a maximum of 52 weeks leave to allow her to give birth and care for the child.
2. Paternity Leave: a male employee who has a spouse who gives birth to a live child is entitled to:
 - a. Short Paternity Leave: one week of leave beginning on the date the child is born.
 - b. Long Paternity Leave: A maximum of an additional 51 weeks leave to be the primary care giver to the child.

NB there is no overlap.

The intent in providing paternity and maternity leave is that apart from one week of short paternity leave, you and your spouse do not take the periods of maternity and paternity leave at the same time. In addition, the total entitlement for you and your spouse cannot exceed 52 weeks of parental leave.

Parental leave can be taken in conjunction with annual leave or long service leave. However, this normally reduces the amount of parental leave by the same amount of other leave. Again the intent is that the total time absent from work by you and your spouse is no more than 52 weeks.

3. Adoption Leave: you may be entitled to a period of unpaid leave if you adopt a child under the age of five. **There is no overlap of adoption leave.** The entitlement is:
 - i. Short Adoption Leave: up to three weeks leave to allow you or your spouse to care for the child.
 - ii. Long adoption Leave: a maximum of 52 weeks leave to be the primary carer for the child.

This period of leave is reduced by any period of adoption leave taken by your spouse. The intent is that the total amount of adoption leave taken by you or your spouse is no more than 52 weeks. Annual and long service leave may be taken in place of or in conjunction with adoption leave but the period of adoption leave available is reduced by the amount of other leave taken. Apart from the period of short adoption leave, you and your spouse do not take adoption leave at the same time.

- b. Qualifying period
In all types of parental leave you must have at least 12 months continuous service with the (Organisation), to the date of birth or adoption, before you can claim parental leave.
- c. Proof of claim
The (Organisation) may require you to supply proof relating to the existence of a pregnancy, the birth of a live child, adoption of a child, the amount of any parental leave to be or actually taken by your spouse, the time and amount of any other leave to be taken by you and your spouse during the 52 weeks following the birth or adoption of your child.
- d. Payment for parental leave
All parental leave is unpaid.
- e. Other conditions of parental leave

The conditions for parental leave are determined by the relevant sections of the *Industrial Relations Act 1988 (Commonwealth)* or by the relevant provisions of any applicable award.

23. Other Leave

You may request leave for purposes other than those that have been detailed elsewhere in this contract. Requests of this type will be considered on their merits by the health board. Absolute discretion rests with the (Organisation) to grant or not to grant other leave and, if granted, to allow paid or unpaid leave.

24. Public Holidays

- a. Public Holidays are generally not worked
You will normally not be required to work on the public holidays generally observed in the WA.
- b. Additional public holidays will be observed if they are gazetted by the NT Govt. and apply to (state location/community). Any of the holidays observed in the WA may be observed on a different day than which they fall if it is declared in the WA Govt. Gazette, or agreed between the (Organisation) and a majority of its employees.

25. Code Of Conduct

Staff are expected to conform to the staff code of conduct. Failure to do so may result in dismissal.

26. Occupational Health & Safety

Both employee and the (Organisation) have legal obligations about health and safety in the workplace. The (Organisation) will act to observe its obligations while you are expected to do the same.

Specifically this means taking due care of your and other (Organisation) employees' health and safety at work; working according to any and all health service health and safety practices and procedures; using any and all protective equipment which is required or supplied for the purpose it is intended or directed; report any maintenance requirements, hazards, accidents, injuries or incidents to the health service; and take whatever corrective action is needed by way of maintenance and eliminating hazards.

Listing these obligations here is not meant to limit or exclude any other health and safety obligations that exist.

27. Training

You are required to attend or undertake any training that the (Organisation) directs. You are also required to perform any training activity for other employees that you are competent to perform that the (Organisation) may direct.

28. Confidentiality

You are not to give information or documents relating to your employment and to the business of the health service to anyone unless authorised to do so by the health service. This applies to clinical information, and any information about individuals, families, staff or the community that you know due to your position as an employee in the (Organisation).

29. Permits to enter and remain on Aboriginal Land (if applicable)

- a. You must personally make the necessary arrangements to obtain and retain, for the duration of your employment with the (Organisation) a valid permit from the relevant Aboriginal Land Council or other authority to reside in the community. This requirement also applies to members of your immediate family who reside with you in the community.
- b. In the event that your permit to enter and remain upon Aboriginal land forming part of (state location/community) community is not granted, or upon being granted during the currency of your employment is revoked, both you and the (Organisation) are excused absolutely from the due performance of this contract and no entitlements will arise under clauses 10,11,12,14,15 or any other clause.
- c. Any visitors you have in the community must obtain and retain a valid permit for the duration of their stay. You are responsible for ensuring that your visitors observe the requirements of the (Organisation) and the community in respect of the conduct that is required of them.

30. Possession or consumption of Alcohol and Illegal Non-Prescription Drugs

You are not to possess or consume alcohol and/or illegal non-prescription drugs in the (Organisation and/or location/community) or whilst on duty. The possession or consumption of any alcoholic beverages and/or illegal non-prescription drugs is prohibited in the (Organisation and/or location/community) or in any vehicle or whilst on duty.

Any breach of the clause by you or any member of your family or a visitor of yours shall be regarded as gross and wilful misconduct and may result in your summary dismissal.

31. Health Service Property

All (Organisation) property, including documents, shall remain the property of the health service, even though they may be retained in your possession during your employment as a consequence of your employment duties. You must not borrow, lend or possess any (Organisation) property unless authorised by the (Organisation) to do so.

On the termination of your employment, you must immediately return any and all (Organisation) property in your possession to the (Organisation). Houses supplied are fully furnished. When you start work both parties will be involved in an inspection of premises where a contract will be drawn up concerning

house items and their condition. Both parties will sign this. Upon final inspection at the time of your repatriation to (state location) the cost of any damage above reasonable wear and tear will be deducted from your final pay out.

32. Reporting

The (Organisation) may require you to make any written or verbal report regarding the performance of your duties, health service activities or any such matters as it requires.

The (Organisation) may request that you make these reports as described in your job description, on a periodic or ad hoc basis, or as it sees fit. You shall comply with all requests from the (Organisation) to make a report and make such reports within the time-frames set by health board. All reports submitted by you shall contain only truthful and accurate information that is sufficient for the purpose for which the reports are requested.

33. Non-Health Service Work

You shall not accept or engage in any work for any business, company or organisation other than the (Organisation) unless you have the written consent of the (Organisation).

34. Monies Owed

On the termination of this contract you shall repay to the (Organisation) any monies that you owe. Any debt that you have that remains outstanding at the time of the termination of this contract may be offset by the (Organisation) from any monies that it owes you, or otherwise recovered by the (Organisation).

35. Employee Grievance Procedure

Employees should follow the (Organisation) grievance procedures.

36. Professional Indemnity (if applicable)

The practitioner shall be responsible for arranging her/his own professional indemnity insurance, and shall produce documentary evidence of such insurance to the satisfaction of the (Organisation).

37. Special Conditions

Please state here, if any, otherwise delete this clause.

We hope that this offer is acceptable and look forward to receiving your reply.

Yours sincerely

(Name of Office Bearer)

(Name of Office Bearer)

Common Seal of the (Organisation)

The common seal of the (Organisation) affixed hereto this (Day) of
(Month), (Year).

Declaration of Agreement and Acceptance

I, (Employee name) have read and understand, agree with the terms and conditions accept this contract of employment with the (Organisation). I wish to accept this employment and agree I will retain as confidential any information kept by the (Organisation) or information otherwise obtained while carrying out normal duties with the (Organisation).

I agree to promote concepts of (Organisation) and to be guided by the (Organisation). I will endeavour to perform my duties in a professional, ethical and co-operative manner, and will support my fellow staff members. I am aware that I cannot take any alcohol or illicit drugs into the (state location/communities) and that if I do, my employment will be terminated.

Employee Signature

Date

Witness Signature

Date

Name Of Witness _____

¹ This document was sourced from the AMSANT Administration Manual (www.amsantmanual.com)

