

Template Letter of Appointment

Date

Name
Address

Dear

Re: Appointment to the position of (1)

I am pleased to be able to advise you of your appointment to the position of within our Organization/Practice/Hospital commencing on *day/date*. In that position you will report to *Name and Title*.

This Letter of Appointment and the attached Appendices will form your Contract of Employment.

During the period of your Contract you will be based at [*Location*], but you may be required to relocate to another location within the Melbourne [or other city] metropolitan area.

The appointment is a permanent, full time position subject to the satisfactory completion of a *three/six* month probationary period commencing on *XX* date and concluding on *YY* date as discussed during your interview. During the probationary period the employment can be terminated with one day's notice by either party.

Your employment may be terminated by the employer providing 4 weeks notice or payment made in lieu thereof. You may terminate your employment by providing 4 weeks notice. Your employment will be terminated summarily for any of the reasons listed in Appendix A attached to this letter of appointment. (2)

The terms and conditions of your employment are regulated by the Award and the Agreement. (3)

Consistent with the terms of the Award and the Agreement you will be classified as at Grade which will mean that your gross annual salary will be \$..... (\$..... per fortnight). (4) The requirements of the position are contained in the Job Description in Appendix B attached to this letter. (5)

In that position you will be required to work hours per fortnight between the hours ofam andpm Monday to Friday. (6) If you are required to perform work outside the hours 7 am and 7 pm Monday to Friday, (7) or on Saturday or Sunday, you will be paid at the appropriate overtime rates specified in the Award and/or Agreement. You should note that overtime must be authorised by your immediate supervisor. (8)

You are required to attend an Induction Program at *time/day/date/location*. During the Induction Program you will be provided with detailed information relating to the Occupational Health and Safety requirements and Code of Conduct. It is necessary for you to become fully aware of the details of both documents and you will be asked to sign a form indicating that you have read and understood both documents. **(9)**

As salaries are paid fortnightly into a nominated bank account you will be asked to complete the appropriate form providing details of your bank account in order to be paid.

We look forward to a mutually beneficial association *etc etc*.

If you have any queries regarding any aspects of your appointment or the terms and conditions of your employment, please contact on

Yours faithfully

Appropriate Manager

Appendix A

Summary Termination

At any time, the Employer may by notice in writing summarily terminate the services of the Employee under this agreement if the Employee:

- Engages in any act of commission or omission constituting serious misconduct in respect of their duties;
- Wilfully fails or neglects to perform or carry out their powers, functions or duties in an agreed manner;
- Commits a serious or persistent breach or non-observance of any of the provisions of this agreement
- Is engaged in any conduct which may tend to injure the reputation or standing of the Employer;
- Refuses or neglects to comply with any lawful and reasonable order given to them by the Employer or any other person duly authorised by the Employer;
- Wilfully breaches the confidentiality of any client/customer/patient, Employee or the Employer
- Attends for work under the influence of drugs and/or alcohol.

Appendix B

Position Description

Notes:

- (1) State the position to which the appointment is being made - confusion over what the position is creates the potential for disputation later in the working relationship. If the employee is likely to be required to change location within the organisation include a reference to that possibility, but add that the employee will be consulted before being required to relocate. Avoid creating the situation where the employee can claim that the contract is for appointment to a specific location.
- (2) If the appointment is part time be careful about locking in particular days – it is more useful to provide wording which allows flexibility. If the appointment is for a fixed term, state that fact quite clearly and reinforce it by stating that the appointment is from xxx date to yyy date and that there is no expectation of continued employment beyond yyy date. It is important to state at the time of appointment how the employment can be terminated. Appendix A lists the reasons usually held to be sound reasons for summary termination – that is termination on the spot with payment only up to the time of termination. It is strongly recommended that you take advice before summarily terminating an employee.
- (3) Check to ensure that you are employing the person under the correct Award and/or Agreement – you would be amazed at the number of employers who do not get this right; usually to their cost later.
- (4) Always state the Award/Agreement rate applying to the position (if Awards/Agreements apply). If you paying above the Award/Agreement rate, spell out that the rate is in excess of what you are required to pay and (if appropriate) that the rate includes payment at least equal to annual leave loading (for example).

Here is a sample clause:

The Employee shall be paid the rate of \$50,000 gross per annum (\$961.54 gross per week) effective on and from the first full pay period commencing after the date this Contract is signed by the Employee. The rate of pay will be reviewed in November 2008. The Employee's rate of pay significantly exceeds the rate prescribed by the Health and Allied Services – Private Sector – Victoria Consolidated Award 1998 (\$35,380.80 per annum/\$680.40 per week) and accordingly, the Employee acknowledges that the rate of pay includes an amount at least equal to 17.5% annual leave loading, Award allowances,

additional duties and payment for reasonable time worked in excess of 38 hours per week but not exceeding 45 hours per week.

- (5) If you are providing a Job Description, make sure it is up-to-date – it might even provide you with the opportunity to redesign the position.
- (6) These are the hours that the employer requires the employee to attend for work on a regular basis.
- (7) 7 am to 7 pm Monday to Friday (or something like that) are “the ordinary hours of work” during which an employer is not required to pay overtime or penalty rates – check to ensure that these are correct in your Letter of Appointment.
- (8) Always ensure that you state in the Letter of Appointment that overtime needs to be authorised.
- (9) Informing the employee during an Induction Program of his/her obligations in relation to OH&S and the Code of Conduct is essential to defending any claim in which the employee states that he/she was unaware of those obligations.

Remember that the Letter of Appointment becomes a contract and can prove to be a very useful (or very embarrassing) exhibit in any proceedings.