



PO Box 233 Shellharbour, NSW 2529. **Website:** <https://duhsa.au>. **Email:** info@duhsa.com.au

Date: _____

Dear _____ [insert your name]

Re: Offer to Hire Staff

It is with pleasure that I confirm an offer of your organisation to hire staff using DUHSA services based on the conditions and terms contained in this Service Agreement contract.

Before you proceed, please read and download the fair work information statement on casual work policy

1. <https://www.fairwork.gov.au/starting-employment/types-of-employees/casual-employees>

1.1 - You will be employed as required, on a casual basis.

1.2 - As a casual employee, you are not entitled to the guarantee of regular

or ongoing work with DUHSA and as per <https://www.fairwork.gov.au/employment-conditions/national-employment-standard>

Casual employees are entitled to:

- access to a pathway to become a permanent employee
- 2 days unpaid career's leave per occasion
- 2 days compassionate leave per occasion
- paid family and domestic violence leave
- unpaid community service leave.

(a) You have been appointed to perform the position of _____
[insert your position] for DUHSA. This offer of employment is made on the basis that the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for you and you accept this offer on such basis. To that end, you acknowledge that:

- (i) the Employer can elect to offer you work as required in order to meet business needs and there is no guarantee under this contract that you will be offered any pattern or number of casual shifts, or that you will be offered

- any shifts at all;
 - (ii) you may elect to accept or reject a shift. If you accept a shift, you agree to perform it;
 - (iii) you will work only as required or when you have been allocated a shift
 - (iv) You will determine your roster based on the days and times you would want to work. It is your responsibility to ensure that you lock in your availability every week for ongoing shifts. This is for convenience and/or planning purposes only and this will depend on the availability of work/shifts
- (b) Familiarize yourself with your work description as per Fair work Act 2009 and you will be required to perform these duties, in regard to your skills, training and experience.

2. Employment terms and conditions

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

2.2. Unless more generous provisions are included in this employment notice, your employment at DUHSA will be governed by the terms and conditions set out in Fair work Act 2009 including the National Employment Standards and applicable legislation out in the Act.

The award for relevant industrial agreement or award is incorporated as part of this employment contract.

Note – Any employee is entitled to receive the minimum provisions afforded by any industrial awards or enterprise agreements affecting their employment. It is at your discretion as an employer whether or not you choose to offer more generous entitlements, but you are legally required.

2.3 – Either party to this employment contract (you, as the employee, or DUHSA, as the employer) are entitled to terminate the employment relationship at any point so long as one (1) day notice is given.

2.4. You will need to comply with all of the Employer's policies and directions from time to time, including those in relation to confidentiality, safety, harassment, discrimination, smoking, drugs and alcohol consumption. However, the Employer's policies do not form part of the employment contract.

2.5. The Employer is a non-discriminatory and equal opportunity employer. Employees must not engage in any form of unlawful discrimination and must treat all fellow employees in a respectful manner.

3. Remuneration

3.1 – When working for DUHSA on a casual basis, you will be paid a base rate per hour for normal shift. Weekend and public holidays as per Hospitality Industry (General) Award 2020 award plus the applicable casual loading.

You will be required to submit a timesheet with hours worked on a weekly basis

3.2 Payment will be made on a **fortnightly** basis via direct debit to a bank account nominated by you.

3.3. Casual loading

Your Hourly Rate includes a 25% casual loading.

- (a) This casual loading is to be paid to compensate you for the fact that you do not have any entitlements to paid annual leave, paid personal/career's leave, paid compassionate leave, payment for absence on a public holiday, payment in lieu of notice of termination, redundancy pay, and any other entitlements which may be due to a permanent employee under the Instrument.
- (b) In the event of a finding by an Australian tribunal or court that you are a permanent employee during all or some of the employment period, it is expressly agreed that:
 - (i) you are not entitled to the casual loading;
 - (ii) the Employer is entitled to offset any identifiable casual loading amount against any claims for permanent employee entitlements (including, without limitation, paid annual leave, paid personal/career's leave, paid compassionate leave and payment for absence on a public holiday, payment in lieu of notice of termination and redundancy pay) under the Instrument; and
 - (iii) any entitlements under the Instrument will be calculated by reference to the applicable minimum rate of pay in that Instrument.

3.4 Superannuation

DUHSA will make superannuation payments on your behalf as required by the Superannuation Guarantee (Administration) Act 1992.

In the absence of you specifying a superannuation fund, the Employer will allocate you a fund and make payments accordingly.

DUHSA will review your remuneration on an annual basis. Your remuneration may be increased as a result of these reviews at the discretion of DUHSA. Note – all employees must be paid in accordance with the relevant minimum wage.

4. Your obligations to DUHSA

4.1 – As part of your employment with DUHS, you will be required to:

- a. Perform your work duties to your best ability at all times.
- b. Use your best judgement, reason, and sensibility to protect and promote the interests of DUHSA and
- c. Follow any reasonable and lawful directions given to you by DUHSA. This includes ensuring compliance with company procedures and policies, which may be amended occasionally. Note that these procedures and policies are not incorporated into this employment contract.

5. Confidentiality

Note – this clause is optional and may not be relevant to your employment circumstances.

Confidentiality agreements commonly form part of the employment contract for jobs which involve the handling or use of intellectual property or other sensitive information. Seek legal advice if you are unsure whether or not a confidentiality agreement should be included in your employment contracts.

5.1 – By agreeing to the terms and conditions contained within this employment notice, you agree and acknowledge that both during and after the course of your employment with DUHSA.

You will not disclose or use confidential information which relates to the business of DUHSA. Such information includes but is not limited to e.g. client details, trade secrets etc.

6. Entire agreement

6.1 – The conditions and terms set out in this employment notice constitute the conditions and terms of your employment with DUHSA and therefore override any previous agreement or understanding between you and DUHSA.

6.2 The conditions and terms set out in this employment notice can only be altered upon written agreement by both parties (you, as the employee, and DUHSA, as the employer).

If you have any questions or comments about the conditions and terms of employment contained within this notice, please contact **Tina on 0431096301**.

In order to accept this offer of employment with DUHSA, please return the signed and dated original within three (3) days.

Employee acknowledgement

I, _____ [insert your name], have thoroughly read and understood this employment notice and all the terms and conditions it contains. I accept this offer of casual employment from DUHSA and understand that the employment relationship will be governed by the terms and conditions set out in this contract.

Signed: _____ Date: ____ / ____ / ____

Print name: _____

PLEASE KEEP A COPY OF THIS NOTICE FOR YOUR RECORDS