



LETTER OF ENGAGEMENT APPRENTICE

Date : _____

PRIVATE AND CONFIDENTIAL

FULL NAME : _____

RESIDENTIAL ADDRESS : _____

Dear _____

LETTER OF ENGAGEMENT

I am pleased to offer you employment in the position of **apprentice** with us at

_____ on the terms and conditions set out in this letter.

1. Position

- 1.1 Your start date will be _____
- 1.2 Your employment will be an apprentice under the terms of an indentured apprentice.
- 1.3 The duties of this position are set out in the attached position description. You will be required to perform these duties, and any other 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 a location the employer may reasonably direct you.
- 1.5 The position reports to _____
- 1.6 The minimum terms and conditions of your employment are governed by the Plumbers and Fire Sprinklers Award and the National Employment Standards in the Fair Work Act 2009 ("the NES"). However, neither the award nor the NES nor any other applicable legislation are incorporated into your contract of employment.
- 1.7 The applicable job classification (level) under the award for your position has been identified as apprentice plumber.

2. Probation

- 2.1 Under the Apprenticeship and Trainee Act NSW we will assess your progress and performance in the position.
- 2.2 During the probation period the employer may end your employment by providing notice or by providing payment in lieu of notice in accordance with the NES.
- 2.3 During the probation period you may end your employment by providing notice in accordance with the NES.
- 2.4 Notwithstanding anything else in this clause, the employer may terminate your employment without any notice and without any payment in lieu of notice in the event of serious or wilful misconduct including during the probation period.

3. Ordinary Hours of work

- 3.1 Your ordinary hours of work will be _____ per week, plus any reasonable additional hours that are necessary to fulfil your duties or as otherwise required by the employer. **Note: The number of hours to be worked by part-time employees must be less than 38 hours per week – Please call MPA on 02 8789 7000 for more information.**
- 3.2 Your ordinary working hours will be worked in a 20 days, four week cycle, Monday to Friday inclusive, with 19 days of eight hours each, between the hours of 7.00 am and 6.00 pm, with 0.4 of one hour each day worked accruing to be paid as a rostered day off (RDO) in each cycle. **Note: If you have less than 15 employees and an agreement in writing with your employee you can delete clause 3.2. – Please call MPA on 02 8789 7000 for more information.**

4. Reasonable Additional Hours of Work

- 4.1 From time to time you may be required to work reasonable additional hours of work which are in excess of your ordinary hours of work in order to complete your duties and/or to meet the operational requirements of the business.
- 4.2 In determining whether additional hours are reasonable or unreasonable, the NES prescribes that the following shall be taken into account:
 - (a) any risk to employee health and safety from working the additional hours;
 - (b) the employee's personal circumstances, including family responsibilities;

- (c) the needs of the workplace or enterprise in which the employee is employed;
- (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (e) any notice given by the employer of any request or requirement to work the additional hours;
- (f) any notice given by the employee of his or her intention to refuse to work the additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- (h) the nature of the employee's role, and the employee's level of responsibility;
- (i) whether the additional hours are in accordance with averaging terms, included under the modern award or enterprise agreement that applies to the employee;
- (j) any other relevant matter.

5. Remuneration

- 5.1 Your wages will be paid in accordance with the award.
- 5.2 You will be paid at the rate of \$ _____ per hour, including the applicable industry allowance, plumbing trade allowance, registration allowance, special fixed allowance and tool allowance.
- 5.3 Your wages will be \$ _____ (gross) per _____. This amount will be in full and final settlement of wages payable under the award for your ordinary hours of work and for any other penalties, loadings or allowances that may otherwise be payable under the award, including but not limited to, industry allowance, plumbing trade allowance, registration allowance, special fixed allowance, tool allowance and all-purpose allowances, leading hand allowance, meal allowance, uniform allowance, allowances for additional responsibilities, multistorey allowance, conditions for payment allowances, fares and travelling time allowances, distant work allowances, weather allowances, on call and call-back allowance.
- 5.4 The employer will also make superannuation payments on your behalf in accordance with the Superannuation Guarantee (Administration) Act 1992.

6. Leave

- 6.1 You are entitled to leave (e.g. annual leave, personal leave, carers leave, compassionate leave, parental leave, community service leave and long

service leave in accordance with the _____
_____ and
the National Employment Standards.

7. Your obligations to the employer

- 7.1 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.

8. Confidentiality

- 8.1 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 clients' lists, clients' details, clients' personal information, trade secrets, and pricing structures.

9. Entire agreement

- 9.1 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.
- 9.2 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 _____ on _____.
To accept this offer of employment please return a signed and dated copy of this letter to me by _____.

Yours sincerely,

I, _____, have read and understood this letter and accept the offer of employment from _____ on the terms and conditions set out in the letter.

Dated:

Signed:

Name:

PLEASE KEEP A COPY OF THIS LETTER FOR YOUR RECORDS

POSITION DESCRIPTION

SCHEDULE OF ADDITIONAL TERMS AND CONDITIONS
