<curr\_date>

**Private and confidential**

<TITLE> <FIRSTNAME> <SURNAME>

<STREET>

<CITY> <STATE> <POSTCODE>

E: <email>

Dear <firstname>,

**Offer of Employment**

I am pleased to offer you employment in the position of <position>. You will be employed by

<employer> (‘the employer’) on the terms and conditions set out in this letter.

1. **Position**

1.1 Your start date will be <start\_date>.

1.2 Your employment will be <employment\_type>.

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.

**2. Probation**

2.1 A probation period will apply for the first six months of your employment. During this time, we will assess your progress and performance in the position.

2.2 During the probation period you or the employer may end your employment by providing notice in accordance with the table in clause 10.1 below.

**3. Terms and conditions of employment**

3.1 The terms and conditions of your employment will be those set out in the applicable legislation, including, but not limited to, the National Employment Standards in the Fair Work Act 2009. The additional terms and conditions set out in the attached Schedule will also apply to your employment.

**4. Ordinary hours of work**

4.1 Ordinary hours of work will be 38 per week, plus any reasonable additional hours that are necessary to fulfil your duties or as otherwise required by the employer.

4.2 Standard office hours are 8.30 am to 5.30 pm, Monday to Friday. Site hours are 7am to 6:00pm, Monday to Saturday.

**5. Remuneration**

Your Total Employment Package (TEP) includes base salary plus superannuation contributions payable in accordance with the Superannuation Guarantee (Administration) Act 1992.

Your TEP is $<tep> per annum and is comprised of:

Base salary $<base\_salary>

Superannuation $<superannuation>

Total Employment Package: $<tep>

Your salary is paid weekly into your designated bank account, representing approximately one week in arrears.

**6. Performance Appraisal**

6.1 You will have a performance appraisal at periodic intervals, to review performance and objectives as well as setting new objectives for the coming term.

**7. Leave**

7.1 You are entitled to leave (e.g., annual leave, carers leave, compassionate leave, parental leave, and long service leave) in accordance with the National Employment Standards.

7.2 This includes four weeks paid annual leave for each year of service (pro-rata). Please note, you are required to take 10 days annual leave over the Christmas period. This may also change at the employer's discretion.

**8. Duties and Responsibilities**

8.1 In this position you will report directly to the <manager>.

8.2 Your duties and responsibilities are set out in the annexed Schedule 1 and will be explained to you when you commence employment. This position description that sets out the initial duties associated with your position. The employer may, from time to time, vary your duties and responsibilities.

8.3 You will not accept any payment, gift, benefit, advantage or promise of future advantage for yourself, immediate family members, business concern or trust from any person, including any other party as an inducement or reward for any act or in connection with any matter or business transacted by or on behalf of the employer without the knowledge and authorisation of the employer.

**9. Your obligations to the employer**

9.1 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.

**10. Termination of employment**

10.1 Under the Fair Work Act 2009 the employer may terminate your employment at any time by providing you with notice in writing in accordance with this table:

|  |  |
| --- | --- |
| **Length of continuous service with the employer** | **Period of notice** |
| Not more than 1 year | 1 week |
| More than 1 year but less than 3 years | 2 weeks |
| More than 3 years but less than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

10.2 You are entitled to an additional week’s notice if you are over 45 years old and have completed at least 2 years of continuous service with the employer on the day the notice of termination is given.

10.3 The employer reserves the right to make a payment in lieu of notice or to require you to remain away from work during your notice period, whichever may be appropriate. Any payment in lieu of notice will have PAYG tax deducted and will exclude any other payments or benefits to which you may be entitled under this agreement.

10.4 The employer may terminate your employment at any time without notice if:

a) you are guilty of serious misconduct and/or

b) you are in material breach of a provision of this contract

10.5 Following the termination of your employment you will be required to return all company documents and property.

10.6 If you wish to terminate your employment you are required to provide the employer with four weeks’ notice.

**11. Outside business interests**

11.1 You must not, without the prior approval and written consent of the employer, be directly or indirectly engaged, concerned, or interested in, any other construction-related business whatsoever whether as a principal, agent, partner, director, employee, or consultant.

11.2 You must not copy, utilise, or distribute any company materials for use outside of your employment.

**12. Restriction on Post-Employment Activities**

12.1 To protect the business of the employer and its associated entities, it is a condition of your employment that you may not, for a period of three months after the date of your termination of employment with the company (including by way of expiry or resignation):

a) Induce, or attempt to induce, any employees to terminate their employment contracts.

b) Seek the business or custom of any client or individual who was a client of the employer in the 12 months leading up to the termination of your employment.

c) Seek the business or custom of any individual or company whose business or custom the employer was attempting to secure at the time your employment was terminated.

**13. Confidentiality**

13.1 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. Confidential information includes, but is not limited to, all records, reports, computer software, client lists or other documents, trade secrets, pricing structures, information or material obtained, written, or prepared by you in the course of your employment (whether on or off the employer’s premises) or relating to the affairs of the employer or its clients and employees, actual, potential, or past.

13.2 During your employment, all right, title, interest, and copyright in and to material prepared by you during your employment is the property of the employer and you must not use, communicate, publish, disclose, or divulge any such confidential information except as authorised or required in the course of your duties. Further, you must take all steps to prevent, as far as practicable, any unauthorised usage, communication, publication, storage, or disclosure of any such information.

13.3 You must not, either during or after your employment, use the confidential information for your personal advantage or for that of any other person, business, or company.

13.4 After termination of your employment, whether you resign or are dismissed by the employer, you must not, unless expressly authorised by the employer, use, communicate, publish, disclose, retrieve, or divulge the confidential information referred to above for any purpose and you must prevent, as far as practicable, any such use, publication, communication, or disclosure for any purpose.

13.5 Breach of this prohibition will result in vigorous pursuit of the appropriate remedies by the employer. A failure to comply with this clause may lead to disciplinary action, which if sufficiently serious, may result in the employer terminating your employment.

**14. Duty to report misconduct**

14.1 Due to the nature of our business, it is expected that you will always act with honesty. Should any matters of concern come to your attention, you must report these immediately. It is your duty to report any acts of misconduct, dishonesty and breach of company rules or breach of any of the rules of the relevant regulatory bodies committed, contemplated, or discussed by the members of staff or other third party.

**15. Entire agreement**

15.1 The terms and conditions referred to in this letter constitute all the terms and conditions

of your employment and replace any prior understanding or agreement between you and the employer.

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

To accept this offer of employment please return a signed and dated copy of this letter to us.

Yours sincerely,

A signature of a bird

Description automatically generated

Maroun Taouk  
Managing Director

ACCEPTANCE

I, <firstname> <surname>, accept the position of <position> and confirm that I will commence with these responsibilities on the terms and conditions of employment as outlined above.

Signed:

Print Name:

Date: / /

PLEASE KEEP A COPY OF THIS LETTER FOR YOUR RECORDS

# Schedule 1 – Site Manager **Reports to: Construction Manager**

# **Duties:**

* Management of site construction personnel including subcontractors, direct labour, suppliers, and materials and equipment, to achieve project objectives
* Co-ordinate trades and implement all day-to-day activities on site
* Effectively manage the construction program to achieve progress and project delivery schedules
* Preparation of micro program for construction and subcontract works
* Manage and coordinate materials, plant and equipment on site
* Conduct site audits and inspect work to ensure conformity with all stated requirements, building regulations, standards and legal requirements
* Maintain effective communication with all stakeholders and authorities
* Update Project Manager/Management regularly on progress and issues
* Ensure site inductions, training, toolbox talks & subcontractor meetings are conducted
* Prepare for and respond to site emergencies & co-ordinate with appropriate authorities
* Ensure site specific management plans and procedures are kept updates, controlled and implemented with relevant project personnel
* Lead by example within all facets of HSEQ and promote a safety culture throughout the business by ensuring that HSEQ issues are clearly identified and managed across the business
* Ensure all materials and equipment comply with required accreditation, qualifications and certifications
* Manage safe work practices and WHS compliance, including sub-contractor
* Ensure all aspects of project delivery comply with regulatory legislation and standards
* Manage and monitor all site and site activity compliance with the TQM IMS
* Maintain all site records and IMS records as required

# **Qualifications, Skills & Experience**

* Minimum 5 years' experience as a Site Manager within the Australian multi residential construction industry
* Tertiary qualification in Engineering, Construction Management or equivalent, or relevant trade qualification
* Sound knowledge of Workplace, Health and Safety regulations
* Strong leadership and people management skills
* Can delegate effectively and work cohesively with a team
* Excellent communication and organisational skills
* Experience meeting deadlines and budgets
* Solid project management skills, including experience in managing a trade network
* Ability to read and interpret detailed site plans/drawings
* A demonstrated ability to develop and maintain productive relationships with key stakeholders.