



**REGIS AGED CARE PTY LTD**

ABN 75 125 223 645

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**Private & Confidential**

17/05/2023

Sithma Janudi  
Dandenong North  
Melbourne VIC3175

Dear Sithma,

We are pleased to offer you employment as Food Services Assistant with Regis Aged Care Pty Ltd (ACN 125 223 645) (Regis) on the terms and conditions set out in this Employment Contract.

**Commencement Date and Nature of Employment**

The nature of your employment is set out at **Item 2 of Schedule 1**.

Your commencement date is set out at **Item 3 of Schedule 1**.

## Conditional Employment

Your commencement and ongoing employment is conditional on you agreeing

- to obtain and provide Regis with:
  - either an NDIS Workers Screening Check or a current police record check issued before 1 February 2021 that satisfies the requirements of the Aged Care Act 1997 (Cth). You will be advised which form of check is required from you based on what is applicable to your Position per Regis policy, which may be amended or replaced from time to time;
  - satisfactory evidence that you are eligible to work in Australia (as required);
  - a statutory declaration to Regis' satisfaction around matters required under the Aged Care Act 1997 (Cth); and
  - vaccination information that you are eligible to work in the employment in accordance with any relevant public health order in force and the Regis Vaccination Policy (the Vaccination Policy), as provided to you
- to disclose to Regis, immediately upon becoming aware of, all matters which may affect your suitability to perform in the Position including any matters which have or could give rise to a change in your Police Check, such as all court appearances, court orders, findings of guilt (with or without conviction) and charges (including matters awaiting hearing) – excluding spent convictions. Relevant disclosures must be made to your manager without delay.
- to comply with Regis' mandatory vaccination requirements, as set out in the Vaccination Policy, as may be amended from time to time. Per the Vaccination Policy, you are required to comply and demonstrate your compliance with mandated vaccinations - providing evidence of up-to-date vaccination status to Regis' satisfaction, subject to any accepted clinical contraindication and satisfactory medical evidence of such provided to Regis.

Your employment is, and shall remain, subject to the satisfactory outcome of the above and any additional check/s and/or registration/s referenced in your Position Description or at **Schedule 1**, and otherwise advised by Regis from time to time (including ongoing periodic checks).

## Fitness for Duty

Prior to commencing work with Regis under this contract, you are required to disclose to Regis in writing all pre-existing injuries or illnesses that could potentially impact upon your ability to perform your role, having regard to the duties outlined in your Position Description.

If you fail to disclose, or make a false or misleading disclosure, about any such pre-existing injury or illness then your employment may be terminated, and you may not be entitled to workers' compensation for any recurrence, aggravation, acceleration, exacerbation or deterioration of that injury or illness.

You must attend work in a fit state that enables you to perform your duties without danger to yourself or others. Regis may require you to undertake medical assessment(s) to confirm your fitness for duty, including submitting to drug or alcohol screening tests. You acknowledge that failure to satisfactorily pass such test(s), as determined by Regis, may result in the termination of your employment.

Industrial Instrument.

The Industrial Instrument and Classification named at **Item 4 of Schedule 1** shall apply to your employment in the Position. The terms and conditions of this Employment Contract are to be read in conjunction with the Industrial Instrument (as in force and amended, or replaced, from time to time), however that instrument (as amended or replaced) is not incorporated into the terms of this Employment Contract. The Industrial Instrument is made available for your information at your workplace.

## Location

Your principal place of work will be the Location set out at **Item 6 of Schedule 1**. Travel away from this location may be required to enable you to effectively carry out the responsibilities of the Position. Any requirement that you work away from, or change, your principal place of employment will not constitute a termination of this Employment Contract or your employment with Regis.

Regis may require you or authorise you to perform the duties of the Position from an alternate location, subject to a requirement for such being reasonable in the circumstances.

### **Hours of Work**

You agree to work the hours set out at **Item 7 of Schedule 1**, plus all reasonable additional hours as required by Regis to fulfil the duties of the Position. All service-related benefits (such as leave) will accrue, on a pro rata basis, based on your ordinary hours of work.

You agree to keep true and accurate records of your time keeping and agree to use reasonable methods of time keeping that Regis requires you to use including electronic scanning devices (if applicable).

### **Remuneration**

You will be paid the Wage Rate set out at **Item 8 of Schedule 1** for the ordinary hours that you work.

You may be entitled to additional payments for hours worked, such as allowances and/or penalty rates, in accordance with the Industrial Instrument – however payment for overtime will only be approved if such hours had been requested by Regis and approved by your Manager in advance of being worked.

Unless otherwise specified in the Industrial Instrument, you will be paid on a fortnightly basis. The payment will be made by direct debit into an account nominated by you. Pay advices will be issued by electronic means which will require you to provide a valid email address.

### **Termination**

Your employment may be terminated by either you or Regis upon giving notice of termination in accordance with the applicable Industrial Instrument. Where no period of notice is specified, notice of termination in accordance with the National Employment Standards under the Fair Work Act 2009 (Cth), as in force and amended or replaced from time to time, will apply.

Your employment may be terminated by Regis, without the need for notice or payment in lieu, in circumstances where you are deemed by Regis to have engaged in serious misconduct.

### **Duties and Responsibilities**

The primary duties and responsibilities of the Position are set out in the Position Description, as amended by Regis and provided to you from time to time. Regis may require you to perform other duties, within your skills, qualifications and experience, either in addition to or instead of your primary duties.

You will report to the position/s set out in **Item 5 of Schedule 1**, and their delegate or nominee as advised by Regis from time to time.

Nothing in this Employment Contract will be construed to limit your duties of good faith or fidelity to Regis, or any other duties implied at common law or your duty to exercise reasonable endeavours to act in Regis' best interests. Such obligations include, but are not limited to, a duty to:

- follow all reasonable and lawful directions given to you from time to time by Regis, including providing services to any associated entity of Regis in the performance of your Position;
- act diligently and to the best of your ability and knowledge in the performance of your duties and course of your employment;
- attend work in a fit state that enables you to perform your duties without danger to yourself or others;
- disclose and avoid any conflict (or perceived conflict) of interest;
- promote, maintain and continuously improve the success, reputation and interests of Regis;
- participate in Regis' training and/or continuous improvement programs to enhance your skills and maintain contemporary practices and as otherwise required to comply with all Accreditation Standards;
- participate in all programs and systems introduced by Regis aimed at further enhancing the quality of life of Regis residents;
- not make any statement, or induce anyone else to make a statement, publicly or otherwise, whether written or oral, about Regis or its personnel, whether past or present, that is contrary to, or likely to harm the interests or reputation of one or more of those parties; and
- at all times observe and conform to the laws applicable to the Position, including (where applicable) customs and etiquette of your profession and the practice of same inclusive of adherence to the profession's code of conduct.

### **Conflict of Interest**

During your employment, we acknowledge you may seek to be engaged in other employment or work, whether paid or unpaid. You agree to disclose any such employment or work to us and not be engaged in such without the prior written consent of Regis. Such consent will only be withheld in circumstances of Regis determining an identified or perceived conflict of interest or safety concerns.

### **Employment and Operational Policies and Procedures**

You agree to comply with all policies and procedures of Regis as in force and amended from time to time, applicable to the work performed by you.

For the avoidance of doubt, Regis' policies and procedures do not impose Employment Contractual obligations on Regis and are not incorporated into, and do not form part of, this Employment Contract.

### **Overpayments and deductions**

You acknowledge and agree that where Regis identifies that it has made an over-payment to You, being a payment to which you are not entitled in your employment, Regis may allocate the amount of the over-payment, in part or in whole, to an amount owed to You under the Industrial Instrument, provided that Regis discloses the particulars and the amount:

- of the over-payment to You; and
- of the entitlement owed to you to which the overpayment is to be allocated.

To the extent permitted by law, you agree and authorise Regis to make deductions from any amount payable to you by it, including:

- deductions made in respect of salary sacrifice arrangements (where applicable);
- overpayment of wages or other employment benefits to you (including leave paid in advance of the entitlement accruing).

### **Leave**

Except to the extent of any inconsistency in the applicable Industrial Instrument, the provisions set out in the Fair

Work Act 2009 (Cth), each as in force from time to time, shall govern your entitlement in relation to the taking and accrual of leave, both paid and unpaid.

You are entitled to annual leave, together with annual leave loading, in accordance with the applicable Industrial Instrument. For the avoidance of doubt, the entitlement to annual leave loading under the Industrial Instrument is provided to compensate an employee for a lost opportunity to work overtime while taking a period of annual leave (excluding shift workers paid leave loading calculable by reference to shift and/ or weekend penalties).

Regis may request that you work on a public holiday. Notwithstanding this, you are entitled to all statutory public holidays as applicable to your primary location of employment with Regis.

### **Suspension**

Regis may suspend you, on full pay, if it believes suspension is necessary:

- for health and safety reasons;
- to investigate any allegations of misconduct or negligence that you may have committed in the performance of your duties; or
- if Regis suspects that you have breached the terms of this Employment Contract.

### **Workplace Surveillance**

Surveillance of workers may be carried out by Regis via CCTV in the workplace, and on third party premises by those third parties, and via IT/computer surveillance (including of company vehicles, mobiles phones and other Regis assets), in accordance with Regis' surveillance and IT systems Policies. You acknowledge and agree that due to the nature of our business you may be subject to monitoring and surveillance, on an ongoing basis, from commencement of your employment with Regis.

### **Privacy**

You acknowledge that Regis will request, and you agree to provide Regis with, personal and/or sensitive information about you for the purpose of administering your employment with Regis, including provision of your personal email address for the purposes of communications with you regarding employment matters. You consent to Regis collecting, storing and processing your personal and/or sensitive information and further consent to Regis disclosing such information to third parties on a confidential basis for purposes related to your employment.

From time to time Regis may seek to publicise images of you (and your name) in relation to your employment at the care home. You acknowledge and agree to Regis publishing, reproducing, printing and/or displaying photos or videos of you, as well as your name, for internal or external purposes such as internal newsletters or marketing including on Regis' website(s). You may expressly withdraw your consent by notifying the Communications & Marketing department.

Without limiting the remaining obligations in this Employment Contract, you agree to deal with any personal and/or sensitive information (whether collected, handled or managed by you) in accordance with the requirements of all laws (including any applicable law, statute, regulation or code) regulating privacy and confidentiality which are applicable to your employment with Regis and all policies and reasonable directions of Regis.

### **Employer Property, including Intellectual Property and Confidential Information**

You acknowledge and agree that Regis will own all title and interest in and to all of the Intellectual Property immediately upon creation, acquisition or development of the Intellectual Property Rights.

You agree:

- to the extent they are not otherwise the property of Regis, to automatically transfer all of your rights in the Intellectual Property upon creation to Regis without the need for any further documentation; and
- to do all things necessary to give effect to the assignment of Intellectual Property rights set out in this Employment Contract; and
- to irrevocably waive all your moral rights in the Intellectual Property.

It is a condition of your employment that other than in the proper course of your employment with Regis you must not use or disclose, directly or indirectly, either for your own benefit or that of others, to any person, firm or organisation, any Confidential Information about Regis or its affairs or about any entity associated with Regis, other than with the prior written authority of Regis or where you are required by law to do so.

You undertake to take all reasonably necessary measures to protect Confidential Information and immediately notify Regis of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.

You must not, without Regis' prior written consent, remove from the workplace any records, documents, vehicles, tools, plant, equipment or other property belonging to Regis, any associated entity of Regis, or resident or client (current or former).

Upon termination of your employment, or upon earlier demand by Regis, you must immediately and permanently discontinue the use of, and promptly return in good working order all such records, documents and property (including Confidential Information and Intellectual Property). You may not keep any copies of such information or material without the express permission of Regis and/ where applicable, client.

In this Employment Contract:

- **Intellectual Property** means any trade mark, goodwill, patent, design or copyright work, procedure, process, formula, method of production, invention or other discovery, in any material acquired, developed or created by you during the course of your employment (whether in working hours or not) relating to the business of Regis or capable of being used or adapted for use by Regis.
- **Confidential Information** refers to any information that is by its nature confidential, or is designated by Regis as confidential, or which you know or ought reasonably be expected to know is confidential to Regis; and all information regarding the current or future business interests, methodology or affairs of Regis, including matters of a technical nature, notes, products, know how, trade secrets, intellectual property, tools, equipment, engineering or other data, planning or marketing procedures, techniques or information, accounting procedures or financial information, detailed information, records and lists relating to resident or clients, prospective resident or clients, suppliers and staff and parties with whom Regis deals commercially, computer programs, software and data, forms and documents, training manuals and techniques, products, services, the identities of the current, past and prospective resident or clients, fees and commissions charged by or to Regis, funding, marketing and sales plans or strategies and financial information relating to Regis, and any personal information (including health information) relating to Regis' clients, residents, employees (or potential or former clients, residents, employees) and their associated third parties; but excluding any information which is in or enters the public domain or becomes public knowledge other than through your fault, or the fault of those for whom you are responsible.

### **Special Requirements and Conditions**

Any special requirements or conditions that apply to your position and/or employment are set out in **Item 10 of Schedule 1 ("Special Requirements")**. Where a Special Requirement places an obligation on you, it is a specific condition of this offer of employment that you comply with the Special Requirement.

## **General**

Your employment and this Employment Contract shall be governed by the laws applicable in the State or territory set out at Item 9 of Schedule 1 including appropriate federal jurisdiction.

To the extent permitted by law, this Employment Contract contains the whole of the agreement between the parties in respect of its subject matter, and supersedes and replaces any previous representations, understandings or arrangements, whether they are written, verbal or otherwise.

Your employment will continue to be subject to the terms of this Employment Contract, unless otherwise replaced by written agreement between the parties, despite any change to your remuneration, Position, duties or primary place of work.

The terms of this Employment Contract will terminate upon the cessation of your employment, however these General provisions and provisions of this Employment Contract relating to Privacy, Confidential Information, Intellectual Property and return of Employer property will survive the termination of your employment and remain in full force and effect and binding on you.

## **Employee Acceptance**

By accepting the terms of this Employment Contract:

- You warrant that you are not currently, nor have you previously been, party to any agreement that would preclude you from accepting and performing the duties and responsibilities associated with the job offer outlined in this Employment Contract; and
- You acknowledge that you have not relied on any representations or warranties other than as set out in this Employment Contract, and that you have disclosed to Regis all matters that are material to Regis' decision to offer you employment.

## **Schedule 1 – INDIVIDUAL TERMS AND CONDITIONS**

**Item 1. Position:** Food Services Assistant

**Item 2. Nature of Employment:** Part Time

**Item 3. Commencement Date:** 04/05/2023

**Item 4. Industrial Instrument and Classification:** VIC - Aged Care Employee Level 2 Year 1 under the VIC - Regis Aged Care ANMF HWU Enterprise Agreement 2022

**Item 5. Reporting to:** Chef Manager

**Item 6. Location:** Regis Dandenong North 5 Bakers Road, Dandenong VIC 3199

**Item 7. Hours of Work:**

You are employed on a part-time basis and your minimum contracted ordinary hours to be worked per fortnight are 48 (Contracted Hours).

You may be rostered to work the Contracted Hours on:

- Morning, Afternoon or Night shifts (as defined in the Industrial Instrument) (the Shifts); and
- the Shifts may be rostered on any day – Monday to Sunday in any week.

Your rostered ordinary hours will be set out in the published roster, including as varied from time to time in accordance with the applicable Industrial Instrument.

You may agree to work in excess of your rostered ordinary hours – payment for which shall be in accordance with the applicable Industrial Instrument.

For the purposes of the applicable Industrial Instrument term regarding mutual agreement and:

- the minimum break period between rostered ordinary shifts, you agree that the minimum break will be 8 hours.
- the maximum ordinary hours per day or shift, you agree that this will be 10 hours.

**Item 8. Wage Rate:** \$24.06 (gross) per hour

**Item 9. Jurisdiction:** VIC

**Item 10. Special Requirements:**

**Probation**

For the first six months from the Commencement Date you will be on probation. During the probationary period, either party may terminate your employment for any reason on the giving of 1 weeks' notice in writing.

**Professional Requirements**

You are required to provide evidence of your professional qualifications and proof of current professional Registration (if required) to Regis prior to the Commencement Date of this Employment Contract. Where you are required to maintain formal professional Registration in Australia to perform the duties of the Position, such registration cost will be at your own expense and you must provide Regis with a copy of your renewed Registration on an annual basis prior to the expiry of the current Registration.

**Additional checks**

Your employment with Regis is conditional upon and remains subject to you obtaining and maintaining all valid employment checks, as referenced in your Position Description (updated and communicated to you from time to time).