

Private and Confidential

24/03/2023



Caitlin Brown

Dear Caitlin,

OFFER OF EMPLOYMENT – PERMANENT

It is with great pleasure that I offer you employment with Maroba (ABN: 76 102 674 939). We welcome you to the Maroba team, and trust that your employment with us will be a satisfying and rewarding experience.

Maroba is built on a foundation of big hearts and @ Maroba if you care to make a difference, you will be challenged, you will be inspired and you will be part of something bigger. We hope @ Maroba you can find a home for your purpose in an environment that will be hard work but that is real, that is fun and that fosters your growth and learning. *@ Maroba we will know you and encourage you to Love out Loud.* We are committed to helping you have the best work place you can have but we will require your assistance – let us know if things aren't working, be prepared to be part of the solution and always be an advocate for Residents of Maroba.

We encourage you to build strong and caring relationships with Residents and your team mates and we know that if we all work together we can make a difference and enrich the lives of people. @ Maroba we value;

Caring:	how you love, respect and support people
Integrity:	we do what we say
Inspiring:	people towards success
Creativity:	in our expression and determining our preferred future
Growth:	through personal and professional development

This letter sets out the terms and conditions of your employment. The *Maroba NSWNMA and HSU NSW Enterprise Agreement 2017 - 2020 ('the Agreement')* and the National Employment Standards in the Fair Work Act 2009 (Cth) will also apply to your employment with Maroba, but they are not part of the terms and conditions contained in this letter and may change during your employment.

Lets make a difference together @ Team Maroba!

Yours sincerely,

Rachel Hollis

Rachel Hollis

General Manager People & Culture

24/03/2023

Maroba Manor
58 Edith Street,
Waratah NSW 2298
t. 02 4935 0300
f. 02 4935 0305

Maroba Lodge
15 Myall Road,
Waratah NSW 2298
t. 02 4935 0350
f. 02 4967 7272

Maroba Terrace
16 Myall Road,
Waratah NSW 2298
t. 02 4935 0300
f. 02 4935 0355

enquiries@maroba.com.au | www.maroba.com.au



1. EMPLOYMENT ARRANGEMENTS

Position	People and Culture Coordinator
Employment Status	Fixed-term contract, part-time
Start Date	27/03/2023
Cessation:	30th June 2024
Classification	Above Award - conditions are aligned with the Agreement
Base Pay	\$32.50 (gross) per hour, and as varied in accordance with the Agreement Wages are paid every fortnight into an account nominated by you in writing
Hours of Work	64.00 hours per fortnight (minimum), initially and varied as agreed from time to time in accordance with the Agreement
Manager	General Manager People and Culture, or such other person as may be required from time to time

2. DUTIES

- a) **(Position Description):** Your duties and responsibilities are set out in the Position Description attached to this letter. You are required to carry out other duties reasonably required by Maroba that you are skilled and capable of performing. You may also be required to perform duties from time to time for Maroba's Related Entities as defined by the Corporations legislation.
- b) **(Variation):** Maroba may alter your Position Description and responsibilities in accordance with the needs of the business. You may also be re-deployed to another position having regard to your skills, experience and competency. You agree that the terms of this letter continue to apply to an altered position unless varied in writing in accordance with this letter.

3. CONDITIONAL OFFER OF EMPLOYMENT

- a) **(Fitness for Work):** You acknowledge that you are physically and mentally fit to undertake the duties and responsibilities set out in the Position Description and do not suffer from any pre-existing physical or psychological condition that may affect your ability to carry out your work. Should you become aware of any physical or psychological condition that may affect your ability to carry out your work you must notify Maroba as soon as practically possible.
- b) **(Warranty):** You warrant that you have provided accurate information to Maroba on your qualifications, professional accreditation, professional training and currency of all visas permitting you to work in Australia, memberships and/or licenses and/or registrations to perform the position. You agree to immediately inform Maroba of changes in your visa status or qualifications/licences and provide evidence of these upon request by Maroba.
- c) **(Police Checks):** It is a condition of employment that you undergo a national criminal history record check, prior to the commencement of employment. Police Checks must be renewed every three (3) years and at any other time as directed by Maroba. Should you not comply with a renewal, you will not be permitted to work until you undergo the renewal and a satisfactory result is returned. During your employment you must notify Maroba immediately of any criminal charges that are pending and/or have been incurred.
- d) By signing this letter you agree that:
 - (i) Any breach of the warranty will constitute grounds for immediate termination of your employment or revocation of this letter, as may be the case; and

- (ii) Maroba retains the right to terminate your employment immediately in the event that you are unable to commence employment with Maroba from the Start Date or continue in such employment due to an adverse police check, background or reference check, adverse report or finding in breach of the health practitioner code of conduct or breach of the aged care principles, a limitation, restriction or restraint in any contract of employment with a previous employer, or other agreement, whether written or oral, formal or informal, that prevents you commencing or continuing employment with Maroba under the terms of employment specified in this letter.

4. PROBATION PERIOD

- a) **(Probation):** A six (6) month period of probation will apply to your employment beginning on the Start Date specified in clause . During this period your employment may be terminated either by you or by Maroba serving one (1) weeks' notice in writing on the other. During the Probation Period no reason need be given for the termination.
- b) **(Minimum Employment Period):** For the avoidance of any doubt, the Probation Period is not a "minimum employment period" for the purposes of s 383 of the *Fair Work Act 2009* (Cth).
- c) **(Permanent Employment):** At the end of the Probation Period your suitability for the position will be reviewed and a decision will be made at that time whether to confirm your permanent employment.

5. HOURS OF WORK

- a) Your ordinary hours of work (as specified in clause 1) will be displayed on a roster two (2) weeks prior to the commencing date of the working period. The arrangement of shifts will be at the discretion of management and in line with the Agreement and service and resident care requirements.
- b) You agree that it is reasonable that you may be required to work additional hours. You will be paid for such hours approved in advance by Maroba, in accordance with the Agreement.

6. BUSINESS OPERATION

- a) Maroba operates 52 weeks of the year, 7 days a week, 24 hours a day.
- b) **(Public Holidays):** You acknowledge, accept and understand that you will be required to work public holidays as rostered. You may elect how you will be paid for public holidays worked, in accordance with the options provided in the Agreement (the default payment option is the full public holiday penalty). Elections may be made or changed at the commencement of each year of employment.

7. LOCATION

- a) **(Workplace):** Your place of work is 58 Edith Street Waratah NSW, however you may be asked to travel to and work at different locations to meet business needs from time to time. You agree to work at any different locations where Maroba requires you to do so.
- b) **(Relocation):** You acknowledge that you may also be required to relocate to another place of work from time to time without compensation or additional payment in accordance with operational needs.

8. RECOGNITION OF PRIOR SERVICE (Registered Nurses, Enrolled Nurses & Care Service Employees Only)

- a) You have two (2) months from your Start Date in which to provide documentary evidence to Maroba detailing other applicable 'service' or 'experience'. If applicable evidence is provided within this timeframe you will be paid the appropriate rate that would have been paid had the additional evidence been provided as and from the date of commencement. Otherwise, the appropriate rate will only be paid from the date the evidence was provided to Maroba.

9. SALARY SACRIFICE

- a) Maroba currently has access to Salary Packaging facilities through its Fringe Benefits Tax exempt status. All employees may utilise this benefit whilst it remains a government initiative. Maroba has no obligation to provide additional recompense if any future changes in legislation affect this benefit.

10. SUPERANNUATION

- a) **(Superannuation)**: Maroba shall pay superannuation contributions required to be made pursuant to its obligations under superannuation guarantee legislation.
- b) **(Superannuation Fund)**: Your superannuation contributions shall be paid to a complying superannuation fund of your choice, in accordance with Maroba's obligations under applicable legislation. Maroba's default superannuation fund is H.E.S.T.A.

11. MAROBA POLICIES

- a) Appointment to this position carries obligations with respect to the Maroba Values Statement, Employee Handbook, and Code of Conduct. You agree to comply with all Maroba policies and procedures.
- b) You agree that Maroba may introduce, amend, replace or withdraw any policy or procedure from time to time in its sole discretion.
- c) You agree that all company policies and procedures are not incorporated into and are not otherwise included in this agreement (even if they are mentioned in it) and do not operate to impose contractual obligations upon Maroba. You are required to familiarise yourself and adhere to all company policies and procedures. Company policies and procedures are subject to change and may be implemented at the discretion of Maroba.
- d) **(Surveillance)**: Maroba may conduct electronic surveillance of its systems on an intermittent and continuous basis, including emails sent and received, websites visited and key strokes. This surveillance is in accordance with its workplace surveillance policy.

12. PERFORMANCE OF DUTIES

- a) **(Performance)**: You must perform your duties in a proper and efficient manner, in accordance with the position requirements and to the best of your ability. You must also use your best endeavours to promote and enhance the interests of Maroba at all times.
- b) **(Mandatory Training)**: You are required to attend mandatory training annually, or as directed by Maroba. If a professional registration or qualification is a pre-requisite for your position (e.g. AHPRA Registration or First Aid Certificate), you are responsible for maintaining its currency, and at your own cost.
- c) **(Review)**: Your performance and development may be reviewed annually. Reviews are based on your position with Maroba, your performance and contribution to the effective functioning of Maroba's business, and variations in Agreement rates (if applicable).
- d) **(Suspension)**: Maroba may direct you not to attend work and not undertake any of your work duties at any time, provided that Maroba provides you with payment of your entitlements under your remuneration package during the period of suspension. The circumstances in which Maroba may give you such direction include, but are not limited to, circumstances in which Maroba is carrying out an investigation into allegations of misconduct, whether or not such allegations have been made against you.

13. LEAVE ENTITLEMENTS

- a) You are entitled to paid and unpaid leave in accordance with the Agreement and relevant legislation.

14. IMMUNISATIONS & VACCINATIONS

- a) Upon commencement of employment, you are required to be aware of your immunisation status and to provide Maroba with evidence/declaration of your immunisation status upon request.
- b) You are strongly recommended to be vaccinated and/or immunised according to the NSW Health Policy Directive *Occupational Assessment, Screening and Vaccination Against Specified Infectious Diseases*.

15. CONFLICT OF INTEREST

- a) **(Avoid Conflict):** You must use all reasonable endeavours to avoid any situation where your interests may conflict, or be inconsistent, with the interests of Maroba or its related entities. If such a situation has arisen or may reasonably be expected to arise you must notify Maroba immediately.
- b) **(No inducement):** You must not solicit or accept any payment or any other benefit as an inducement or reward in connection with any matter or business undertaken or capable of being undertaken by or on behalf of Maroba.
- c) **(Devotion):** Whilst at work you must devote your time and attention to the business of Maroba as required and must not, without the prior consent of Maroba, engage in any other business activity or employment. Maroba recognises that some employees may wish to engage in secondary employment, and in considering the approval of secondary employment, Maroba will give due consideration to your health and safety, and the health and safety of Maroba residents and other workplace participants.

16. PRIVACY

- a) Collection, storage, access to and dissemination of employee personal information will be in accordance with the privacy legislation.

17. CONFIDENTIALITY

a) Access to and Use of Confidential Information

You agree:

- (i) and acknowledge that you may become acquainted with or have access to Confidential Information;
- (ii) to maintain the secrecy of Confidential Information and prevent its unauthorised disclosure to or use by any other person;
- (iii) to only use the Confidential Information for Maroba's sole benefit;
- (iv) not to remove any Confidential Information from Maroba premises' unless authorised in writing;
- (v) not to copy, memorise, translate, extract, summarise, reproduce or reverse engineer any of the Confidential Information;
- (vi) to immediately notify Maroba of any unauthorised disclosure or use of the Confidential Information of which you become aware and take all steps which Maroba reasonably require in relation to such unauthorised disclosure or use;
- (vii) Maroba may obtain injunctive relief for a threatened or actual breach of your obligations of confidentiality;
- (viii) that if you are uncertain as to whether the information is confidential, to treat it as confidential until Maroba otherwise notify you in writing; and
- (ix) not to store any Maroba Confidential Information, works or inventions on your personal devices that can store electronic data including phones, laptops tablets, computers, CD's and USB sticks, without Maroba's prior written consent.

b) Limitation of Confidentiality

Nothing in this clause is intended to:

- (i) prevent you from using your own skill in any business in which You may be engaged after ceasing employment with Maroba;

- (ii) require you to maintain the confidence of any portion of the Confidential Information which is:
 - I. generally known to the public except where this occurs because of a breach by you of your obligations to Maroba or disclosure made by a person who owes Maroba an obligation of confidentiality; or
 - II. required to be disclosed pursuant to a court order provided You firstly notify Us of the intended disclosure at least seven days before the disclosure is made and then only make such disclosure as is necessary in order to comply with such court order.

c) Public Statements

You agree not to make any statements (written, verbal, electronic or otherwise) to the media, press, television or radio relating to Maroba's business without Maroba's prior written consent on each occasion excluding where required by law.

d) Meaning of Confidential Information

The term "**Confidential Information**" includes any documentation or information marked as confidential and any information received or developed during the course of your employment with Maroba, which is not publicly available and relates to the processes, equipment, techniques and business information used by Maroba in the course of Maroba's business including all trade secrets, drawings, business, financial and marketing plans and material, manuals of any kind, business projections, market or sales forecasts, pricing and product information, gross profit and cost information, client information (including knowledge of client preferences and client operational needs), client lists and their history data, Maroba's business connections including their identity and requirements, concepts not reduced to material form, designs, plans, models, methods of operation, and the nature and content of Maroba's contracts and documents. It also includes any information and documentation of any group companies and also any information and documentation of third parties that Maroba is obliged to keep confidential.

e) No Merger

Your obligations under this clause continue even after cessation of your employment with Maroba.

18. TERMINATION OF EMPLOYMENT

- a) **(Termination):** Your employment with Maroba may be terminated by either you or Maroba giving the other written notice in accordance with the Agreement; or
- b) **(Summary Dismissal):** By Maroba, without notice, in the event of serious misconduct, neglect of duty or dishonesty on your part, which includes without limitation:
 - (i) a material breach of this agreement and failing, refusing or neglecting to rectify such a breach when reasonably required to do so by Maroba;
 - (ii) wilful neglect in the performance of your duties;
 - (iii) engaging in an act of discrimination or harassment;
 - (iv) wilful violation of any law or rule of a regulatory body;
 - (v) deliberately diverting customers or business away from Maroba or its related entities;
 - (vi) engaging in any activity where your interests may conflict or be inconsistent with the interests of Maroba or its related entities;
 - (vii) engaging in any other business activity, employment or provision of services without the prior consent of Maroba;
 - (viii) accepting bribes or secret commissions;
 - (ix) refusal to comply with a lawful and reasonable direction given to you by Maroba or any other person duly authorised by Maroba;
 - (x) dishonest behaviour and/or acting in a way that is inconsistent with the best interests of Maroba;

- (xi) deliberately providing false or misleading information to Maroba or on its behalf, including to any of its customers or suppliers;
 - (xii) if you are convicted of a criminal offence which, in the reasonable opinion of the Directors of Maroba, may have the effect of bringing Maroba into serious disrepute or affects your ability to meet your obligations under this agreement;
 - (xiii) theft or misappropriation of property from Maroba or its related entities;
 - (xiv) abuse of alcohol or drugs whilst at work or on Maroba property;
 - (xv) engaging in physical fighting in the workplace;
 - (xvi) deliberately providing false information or documentation when you applied for this position or at any time during your employment; or
 - (xvii) acting in a way which in the reasonable opinion of Maroba may or is likely to have an adverse affect on the business, operations, affairs or reputation of Maroba or its related entities.
- c) **(Exclusion of Company Policies and Practices):** Nothing in any of Maroba Policies, statements or representations issued, or made by Maroba, or practices adopted by Maroba, will limit or affect Maroba's rights to terminate your employment under this clause.
- d) **(Termination Payment):** If your employment is terminated:
- (i) **(With Notice):** By you or Maroba serving notice in accordance with the Agreement, Maroba may waive the requirement for you to work out the notice period and you will be entitled to payment of your ordinary pay up to and including the date of termination of employment and any accrued statutory entitlements as at that date.
 - (ii) **(Summary Dismissal):** By Maroba in the event of summary dismissal, you will only be entitled to receive your pay and leave entitlements which have accrued prior to the date of termination.
 - (iii) **(Short Notice by You):** In the event you resign and do not give the required notice period, Maroba shall be entitled to withhold money due to you up to a maximum amount equal to your ordinary rate of pay for the period of required notice not worked by you.

19. OBLIGATIONS ON TERMINATION

- a) On termination of your employment for any reason you must immediately:
- (i) **(Repay sums owing):** Repay all sums you owe to Maroba whether such sums are then due to be paid or not. Any sums not paid immediately may be deducted by Maroba from any payments due to you;
 - (ii) **(Resign):** Resign from all offices, positions and authorities you may hold unless Maroba decides otherwise. You will be required to sign all documents reasonably required or desirable to effect or acknowledge your resignation, including (where applicable) any banking authority;
 - (iii) **(Return of Property):** Return to Maroba any property of Maroba or its related entities in your possession, custody or control, including any Confidential Information (without retaining copies of the same), car, equipment, computers and programs, electronic storage devices, keys, security devices, files, papers and reports;
 - (iv) **(Passwords):** Provide to Maroba all relevant passwords, if any, to computers, systems or computer files which have been in your care or control during your employment.
- b) **(Withhold payments):** Maroba may withhold payment of any entitlements due to you until you have complied with your obligations under this clause.
- c) **(Effect after termination):** Any provision of this agreement which is still to be performed or which, by its terms must continue to be observed, continues to have effect after termination of your employment.

20. VARIATION

- a) Any variation to the terms and conditions of your employment must be agreed in writing between you and Maroba.

21. ENTIRE AGREEMENT

- a) This agreement embodies the entire agreement between you and Maroba with respect to your employment terms and conditions and it supersedes and replaces any prior agreement, arrangement or understanding of any kind between you and Maroba with respect to its subject matter.
- b) If there are any matters that you have relied on in discussions with Maroba or other communications to date or there are any other matters you wish to discuss, please let a Maroba representative know before you sign this letter. Maroba's representative may then consider them and discuss them with you. If agreed, the terms set out in this letter will be amended, to ensure that it contains all the agreed terms.
- c) Once you sign this letter, you are confirming it is complete and no agreed terms are missing.

22. SEVERABILITY

- a) If a provision of this agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the enforceability of any other provisions of this agreement or the remainder of the provision in question shall not be affected by that.

23. SURVIVAL

- a) The party's rights and obligations under the *Privacy, Confidentiality, and Obligations on Termination* clauses will survive termination of this agreement.

24. ACCEPTANCE

- a) If you accept the terms and conditions of employment offered, please sign and return to Maroba as soon as possible, and retain a duplicate copy for your records.

ACCEPTANCE

I have read and understood this letter and the attached Position Description, and I accept the offer of employment on the terms contained in it. I confirm that I do not suffer from any illness or injury that would prevent me from performing the inherent requirements of the role.

I have been provided with a Fair Work Information Statement.

- -

Caitlin Brown

26/03/2023

Signature Certificate

Document Ref#: **B2386E66-DD4C-41A1-97FA-61131C30721D**

Rachel Hollis

Rachel Hollis
General Manager People & Culture

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24/03/2023

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