

PRIVATE AND CONFIDENTIAL

06/09/2024

Mister Ejan Shrestha
Unit B 9-11 Railway Street
Kogarah NSW 2217

Dear Ejan

In accordance with St Basil's Homes Enterprise Agreement 2013, St Basil's Homes NSW/ACT (St Basil's Homes) are delighted to offer you permanent employment under the following conditions:

Commencement Date 12/09/2024

Position: Aged Care Worker - Catering Assistant

Classification: ACW2 Support

Reporting to: General Manager

Employment Status: Part Time

Base Rate of Pay: \$25.8770 per hour
You will be paid fortnightly less tax into your nominated bank account.

Hours of duty: 45.6 hours per fortnight

Rosters Rosters will be displayed in a conveniently accessible place two weeks prior to the commencing date of that roster. Rosters are subject to change depending on the business needs of St Basil's Homes.

Location: Your primary location will be Randwick.

The site to which you are assigned is determined by the needs of St Basil's Homes. St Basil's Homes may change the base of employment to an alternate location at any time at its discretion by giving you prior notice of at least four (4) weeks in writing. In the event of such relocation, you will not be entitled to any additional remuneration or compensation unless provided for in the St Basil's Homes Enterprise Agreement 2013.



Visa Requirement

Your employment is conditional on your legal entitlement to work in Australia, and you must produce evidence of this entitlement upon request by St Basil's Homes. You are required to inform St Basil's Homes as soon as there is a change to your circumstances that affects your legal entitlement to work in Australia.

Failure to comply with this requirement may result in the termination of your employment contract.

Probationary Period:

Your employment is subject to the satisfactory completion of a probationary period of six (6) months at which time your appointment may be confirmed.

During the probationary period, if you fail to meet the standards and normal expectations, your employment may be terminated at the sole discretion of St Basil's Homes. Your performance will be continually reviewed by your supervisor(s) during this period and where any inadequacies are identified, they will be discussed with you.

If it is determined that you are unable to meet the standards required beyond the probationary period, your employment may be terminated at any time during the probationary period by St Basil's Homes through the payment of one week's salary in lieu.

You may terminate your employment during the probationary period by giving 1 week's written notice or through the forfeiture of one week's salary in lieu.

Mandatory Checks & Vaccination:

Your commencement and ongoing employment is subject (but not limited to) to a satisfactory NDIS Worker Screening Check, ongoing right to work in Australia, pre-employment medical check and reference checks.

All employees, regardless of their position title or where that position is based, must be vaccinated, and maintain their vaccinations in line with St Basil's Vaccination Policy or as required by the relevant Public Health Orders as updated from time to time.

Except where limited by law, St Basil's Homes reserves the right to conduct background and/or medical checks on its employees. You accept and agree that St Basil's Homes will conduct such checks as it deems necessary about you.

Salary Packaging:

Should you choose to receive a portion of your salary in the form of non-cash (fringe) benefits, the cost that St Basil's Homes incurs in providing these benefits will be deducted from your annual salary.

Superannuation:

In accordance with the Superannuation Guarantee Administration Act 1992 (SGAA), St. Basil's will contribute compulsory employer superannuation guarantee contributions into an eligible fund of your choice.

If you do not nominate a fund, and you do not choose St Basil's Homes default fund, St. Basil's will request stapled super fund details from the Australian Taxation Office (ATO). The default fund is HESTA.

You may choose to contribute additional superannuation above the compulsory superannuation guarantee contribution. If you make an election to pay additional superannuation, St Basil's Homes will withdraw these amounts from your salary and pay them to your superannuation fund on your behalf, subject to the maximum annual limits for employer contributions.

Leave:

Leave entitlements for annual, sick/personal/carer's, compassionate, long service and other leave are in accordance with the St Basil's Homes Enterprise Agreement 2013 or as prescribed by relevant legislation. Part time employees have the benefit of entitlements on a pro rata basis in the same proportion as their ordinary hours of work bear to full time hours.

Accountabilities:

Accountabilities are outlined in the attached position description. This description is not intended to be exhaustive. St Basil's Homes may require you to perform other duties in addition to those set out in the attached position description, provided that these duties are consistent with the nature of the position, or are otherwise consistent with your seniority, skills and experience.

It is a condition of your employment that you are competent to properly carry out the duties of the position and that any representations as to qualifications, skills, experience, industry knowledge, business influence, client contacts and employment history made by you or a person on your behalf are true and correct.

It is conditional that you are not subject to any direct or indirect restrictions on your ability to fully perform the duties of the position and will not be breaching any obligation to a third party by entering into this agreement.

Aged Care Protection Legislation:

You are obligated to become familiar with, and to execute your responsibilities as prescribed in accordance with all relevant aged care legislation.

Your obligations under this legislation may include directions to undergo clinical testing or to be vaccinated against one or more diseases. These requirements may be set out in government Public Health Orders, Enterprise Agreements, or lawful directions from St Basil's Homes as your employer. Failure to comply with a lawful directive is a breach of this contract and may result in termination of your employment contract.

Confidentiality:

In the course of your employment, you will become privy to confidential information of St Basil's Homes clients, whether in written, computerised or oral form.

Obligation and Confidence

You will, both during your employment and for as long as the confidential information remains confidential, after the termination of your employment (unless it ceases to be confidential due to your breach of this clause):

- (a) Not at any time, either directly or indirectly, disclose or communicate to any person any confidential information that may come to your knowledge during or in the course of your employment, unless expressly authorised by St Basil's Homes or required by law or court order;
- (b) Use your best endeavours to prevent disclosure or publication of the confidential information where that disclosure or publication is not authorised by St Basil's Board or the CEO;
- (c) It is required by law or court order to disclose any confidential information, advise the CEO of that fact and take all lawful steps to confine disclosure of the confidential information and preserve its confidentiality, including taking steps to allow St Basil's Homes or its agents to do so;
- (d) Not use or attempt to use confidential information for your own purposes or for any purposes other than for the purpose of your employment or in any manner which may injure or cause loss directly or indirectly to St Basil's Homes and/or its business; and
- (e) Acknowledge and agree that, without prejudice to any other remedy that St Basil's Homes may have, the company will be entitled to injunctive and other equitable relief to prevent or cure any breach or threatened breach of this clause.

Conduct Damaging to St Basil's:

It is a condition of your employment by St Basil's that you will not, whether during your employment or following the cessation of your employment (and whether that cessation results from the termination of your employment or your voluntary departure) use any information that you have obtained during your employment to damage St Basil's business or St Basil's reputation.

This condition will continue to bind you after your employment by St Basil's ceases. St Basil's may take all necessary action, including the commencement of legal proceedings, to prevent any breach of this condition and to recover damages for any loss that it suffers as a result of that breach. You hereby agree that St Basil's would not have entered into this agreement with you unless you agreed to the inclusion of this provision in your employment agreement.

Work Health and Safety:

All employees of St Basil's Homes are required to adhere to all work health and safety legislation and procedures. Employees are covered by Workers' Compensation Insurance. In the event of an injury whilst working at a facility or travelling to/from a client, St Basil's Homes must be notified immediately and follow the injury management procedures.

Termination after the probationary period:

Termination of your employment by St Basil's Homes will be in accordance with the conditions set out in the St Basil's Homes Enterprise Agreement 2013.

Period of Continuous Service	Minimum Period of Notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

Employees (other than casuals) aged 45 years or older will be entitled to an additional one (1) week notice if the employee has completed at least two (2) years continuous service for St Basil's Homes.

Notice by employee:

Employees (other than casuals) shall give St Basil's Homes two (2) weeks' notice of termination in writing.

St Basil's Homes has the right of immediate dismissal without prior notice in cases of misconduct.

St Basil's Homes may terminate your employment at any time without prior notice if you:

- Are guilty of serious misconduct including, but not limited to, theft, fraud or assault;
- Are grossly negligent or incompetent in the performance of the duties of the position;
- Commit a serious or persistent breach of the terms of this agreement;
- Are guilty of conduct that causes serious risk to the health and safety of a person;
- Refuse to carry out a lawful and reasonable instruction that is consistent with this agreement;
- Commit a crime or other civil wrong, which, in the reasonable opinion of St Basil's Homes, may seriously impact on your ability to perform the duties of the position, or is likely to significantly damage the reputation or business of St Basil's Homes.

Upon termination of this agreement, for whatever reason, you will immediately deliver to your direct manager or an authorised officer of St Basil's all documents, plans, specifications, products, materials, property, displays, drawings, designs, manuals, computer programs and computer disks, uniforms and/or protective clothing or any other records whatsoever in your possession or control, relating in any way to the business or affairs of St Basil's Homes.

Outside Activities:	Additional business or professional activities should not be undertaken without prior written approval of St Basil's Homes.
Gifts:	You shall not accept any payment or other benefit in money or in kind from any person as an inducement or reward for any act or forbearance in connection with any matter or business transacted by or on behalf of St Basil's Homes as per our policy.
Non-Disclosure:	<p>It is a condition of your employment with St Basil's Homes that you will not disclose to any unauthorised persons, either during your employment or after its termination, any confidential information that you may receive in the course of your employment with St Basil's Homes.</p> <p>Such information includes and is not limited to manufacturing processes, business or trade secrets, transactions or affairs, designs, ideas, inventions or improvements (including those conceived by yourself arising out of your employment) relating to the organisation or any associated agency or client thereof. You shall not use or attempt to use any such information in any manner which may cause or be calculated to cause injury or loss to St Basil's Homes or clients thereof.</p>
Inventions:	<p>All designs, ideas, inventions and/or improvements conceived by you or that become known to you during your employment by St Basil's Homes and connected with or arising out of your employment shall be disclosed promptly to St Basil's Homes and shall become the property of St Basil's Homes.</p> <p>Designs, ideas, inventions and/or improvements that are unrelated to the business and community activities of St Basil's Homes during the period of your employment shall belong to you, providing that you did not use significant resources of St Basil's Homes to develop that knowledge and that your use of such knowledge does not contravene any other clause of this contract; including, but not limited to, the protection of Confidential Information.</p>
Use of Employer's Facilities:	<p>Subject to the following you are permitted to use electronic media and communication systems to make or receive communication, provided that this does not interfere with the performance of the duties of the position, and you otherwise comply with this clause.</p> <ul style="list-style-type: none"> • You must not use the facilities to access, download, copy, circulate, distribute, send, receive or otherwise communicate material which may compromise the good name of St Basil's Homes; • Hateful or abusive material; • Offensive material; • Defamatory material; • Material which would be deemed to be offensive and against anti-discrimination and/or harassment laws; • Confidential material to unauthorised third parties.

You accept that this includes any communications sent or received using the facilities. You must also actively discourage anyone else from sending you this type of material. Breaches of this clause will be treated seriously and may result in disciplinary action, including termination of employment.

In the event of any of the above occurring, St Basil's Homes reserves the right to monitor and randomly check individual computers and owns all information that is stored on these facilities, and any communications sent or received using these facilities.

Waiver and Variation: Except where the contrary intention appears from this agreement, a provision of this agreement may only be amended by agreement in writing, signed by both parties.

In addition, you agree that you may be required by St Basil's Homes to undertake work within different classification levels and at different rates of pay, with varying responsibilities, according to the operational needs of St Basil's Homes.

Acknowledgements: You acknowledge that, prior to entering this agreement; you have had sufficient time to review the contents of this agreement, obtain legal and/or any other relevant advice about this agreement and understand its effect and have not been placed under any undue pressure to enter into this agreement.

Statutory Responsibilities There is a requirement under the Fair Work Act (2009) for all staff employed after 1 January 2010 to be provided with a Fair Work Information Statement. This document is attached for your information.

You are required at all times to abide by the conditions contained above and the policies and procedures of St Basil's Homes as amended from time to time.

If you require any further information on the above details or any aspects of this contract, please do not hesitate to contact the People, Engagement and Culture team.

On behalf of the Management Team, I welcome you to St Basil's Homes and hope that your time with us will be productive, safe and enjoyable.

Yours faithfully,

Leanne Burns

Leanne Burns
Director of People, Engagement and Culture