

North West Support Services  
Induction  
**EMPLOYMENT CONTRACT**

**Employee Name:**

The following are your conditions of employment with NWSS ('the employer'). Unless more generous provisions are provided in this letter, the terms and conditions of your employment will be those set out in the *Multi-Enterprise Agreement 2010* and applicable legislation. This includes, but is not limited to, the National Employment Standards in the *Fair Work Act 2009*.

Your level of remuneration (inclusive of the Equal Remuneration Order, where required) is in accordance with the *Social, Community, Home Care and Disability Services Award 2010*, Level 2 and the National Employment Standards. You can locate these documents on the Internet.

If you work at a location where you are required to undertake SACS Level 3 duties and responsibilities you will be paid at that level for the hours that you undertake that work.

The detailed terms and conditions of your employment are as follows:

1. **Job Description** -- The duties of this position are set out in the position description in your Recruitment package. 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. A copy of the position description is available on our website in the Recruitment folder.
2. **Classification** -- You are classified as a Disability Support Worker under the *Multi-Enterprise Agreement 2010*.
3. **Remuneration** -- You will be paid fortnightly at the hourly rate applicable to your level. The employer will also make superannuation payments on your behalf in accordance with the *Superannuation Guarantee (Administration) Act 1992*.
4. **Contract Conditions** – You will be required to perform your duties in accordance with the hours of work in your contract. Movement between locations is a condition of employment.

You will be employed by NWSS in the following way/s:

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1. Casual

- NWSS employs casual employees to work across shared homes, individual support packages and in our relief pool
- You have been employed by NWSS to work as a casual employee through the offer and acceptance of hours across any of our contracts and work locations

- Your ongoing employment is dependant on clients accepting you as part of their support arrangements
- Your contract will commence on < \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ >
- There is no guarantee of hours and they can cease at any time
- There is nothing in this contract of employment that creates an obligation on NWSS to provide hours
- **Employee signature:**.....

2. Permanent

- NWSS' permanent employees are to work across shared homes individual support packages and our relief pool

*[With the introduction of the NDIS, shared homes are no longer block funded. Funding levels are determined by the number of people living in the home and the level of funding that each resident receives.*

*If a resident leaves or rostered hours are reduced by factors outside the organisations control, NWSS is under no obligation to replace the lost hours. It will do its best (without any guarantees) to share what hours may be available anywhere in the organisation]*

- You have been employed by NWSS to provide < \_\_\_\_\_ > hours as a permanent employee
- Your contract will commence on < \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ >
- Your hours will be worked in any current or future locations and programs as directed by NWSS. You may be moved from time to time to work at any of our locations depending on the needs of our clients and the organisation
- Your ongoing employment is dependant on clients accepting you as part of their disability support arrangements
- The contract of employment will end on < \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ > or <be on going> unless one of the following events occur:
  - NWSS' contract at the location where you are working ceases
  - The hours at the location where you are working reduce for reasons out of NWSS' control
  - If a client/family requests or indicates that they no longer want you to form part of their disability support arrangements
  - If the nature of the contract or required support changes to such an extent that you are not able to perform the updated inherent requirements of the support role
  - Upon the death of any client you might be supporting
  - There is nothing in this contract of employment that creates an obligation on NWSS to provide employment after the end date or end event
- **Employee signature:**.....

5. **Roster Relief** -- The only role of the Roster Coordinator is to fill roster vacancies and training shifts to the guidelines that acknowledge equity and the need to keep the relief pool functioning. Detailed records are kept of the relief pool operation. Requests for more hours are not to be made to the Roster Coordinator; they must be made to the Direct Service Manager. You need to be aware that roster phones regularly change hands so please do not use them to convey personal messages. If significant hours become available at any time for permanent distribution they will be advertised for expressions of interest.
6. **Payment Details** -- You will be paid on a fortnightly basis and the funds will be deposited into your nominated bank account. Please be very careful when committing yourself financially. Hours with penalty rates and relief hours are not guaranteed.
7. **Performance** -- Your performance will be assessed with you as per the requirements of the employer's performance appraisal policy. Procedures and goals for improvement may be set and will influence whether you gain more hours with the organization. You can request a performance appraisal at anytime. A performance appraisal will involve gathering work performance information from:
  - Clients/families
  - Important people in the clients life
  - Relevant Coordination Assistants
  - Relevant members of the Management Team
  - Organisations and government agencies that you have contact with in the course of your work
8. **Notification of Unavailability** -- You must notify the Roster Coordinator as directed in the Roster & Relief policy in the Operational Handbook.
9. **Anti-Discrimination and Harassment** -- The employer is committed to ensuring that the working environment is free from discrimination and harassment and considers discrimination and harassment as unacceptable behaviour. Breaches of this policy may result in disciplinary action. The action taken will depend on the seriousness of the breach, but may include counselling, a formal warning, or termination of employment. Any person found to have victimised another employee for making a discrimination or harassment complaint might face disciplinary action, which may include counselling, a formal warning, or termination of employment.
10. **Restrictive Interventions** -- The policy on Restrictive Interventions must be strictly adhered to.
11. **Confidential Information** -- During the period of your employment or at any time thereafter you are not to disclose to any unauthorised person confidential information relating to the employer, staff or clients, except where required to do so by law.

Any breach of this condition whilst you are employed may result in disciplinary action. The action taken will depend on the seriousness of the breach, but may include counselling, a formal warning, or termination of employment.

12. **Policies and Procedures** -- You must comply with the employment policies and procedures of the employer as published on the organisation's website. These may be amended from time to time.

NWSS will notify you of any changes to its policies and procedures. Of particular importance in the policies and procedures area is abuse and bullying. Anything you say and do to the people being supported and your fellow workers needs to be acceptable if done to you. If you would not accept it -- STOP!

Although you must comply with the code of conduct, policies, laws, directions and values, these do not form part of your contract of employment. However they represent lawful and reasonable management direction to you with which you must comply.

13. **Conflict of Interest** -- You must not undertake any activity (including paid or unpaid work) which may either compromise or give rise to a conflict with either:
- (a) your duties and responsibilities under this contract; or
  - (b) the interests of NWSS, unless you have obtained prior consent of NWSS in writing

If in doubt about any situation or circumstances consult the General Manager.

14. **Transport** – When using your own vehicle to transport clients and claiming a mileage allowance you are responsible for ensuring that your vehicle is registered and roadworthy.
15. **Essential Certification** – You must, on request, provide legible copies of your:
- National Police Check
  - Working with Vulnerable People Check
  - Drivers Licence

Employment will cease if:

- Your National Police Check does not meet the requirements of our policy – National Police Check
- Your Working with Vulnerable People Check is withdrawn by the Justice Department
- Your Drivers Licence is withdrawn by the Criminal Justice System

Once the required status of these items has been restored you may re-apply for employment.

16. **Certification** – You will be responsible for gaining, paying for and keeping up to date essential disability sector workplace certification such as but not limited to:
- Drivers Licence
  - National Police Check
  - Working with Vulnerable People Check
  - First Aid Certificate

You are required to inform NWSS if, at any stage, you lose the certification listed above.

In addition, you are required to inform NWSS if you are charged with an offence that may jeopardise your ability to hold the above certification.

## **17. Your obligations to the Employer**

(a) You will be required to:

- undertake to the best of your abilities such duties and exercise such powers, authorities and discretions in relation to the business of the employer, as are assigned to you by the employer and set out in your position description from time to time, commensurate with your skills and experience
- in the discharge of such duties and the exercise of such powers, authorities and discretions, conform to, observe and comply with all reasonable and lawful directions, restrictions and regulations of the employer made or given from time to time
- act in good faith and exercise honesty, fairness, prudence, caution, fidelity and diligence in the performance of your contract
- not without proper and reasonable cause act in a manner calculated or likely to destroy or seriously damage our expectation (or our requirement for) of trust and confidence in you fulfilling your duties
- fully report to the employer all business opportunities which may advantage the employee and any significant threats to the business of the employer (including the behaviour of other employees) as soon as these come to your attention
- comply with all legal requirements, statutory or otherwise, pertaining to your position with the employer and your responsibilities as required
- use your best efforts to promote the business interests of the employer
- not use any social or electronic media to make any derogatory, adverse or defamatory remarks about the business, its managers, employees or clients or disclose any confidential information about the business, its staff, customers or clients; and
- it is obviously important that you act in the best interests of the organisation. Accordingly, you must not act, or be seen to act, in conflict with the best interests of the organisation. In addition, you must not undertake any appointment, position or work, or use any form of social media, that:
  - results in you competing with the organisation which otherwise adversely affects the organisation
  - hinders your performance of your duties under this agreement

## **18. Entire Agreement**

(a) 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.

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

I trust that you will find employment with us both challenging and rewarding. Should you have any questions or queries in relation to this contract of employment, please do not hesitate to discuss them with me.

I have read, understood and agree to the conditions in the employment contract.

**Print Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** ...../...../.....

Witnessed by a member of NWSS Management Team:

**Print Name:** \_\_\_\_\_ **Date:** ...../...../.....

**Position:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** ...../...../.....

**Have all pages been initialled by the employee?**

**You will not be able to start work until this contract is returned to the General Manager**