Date

Dear <employee’s name>,

**Employment with Kyeema Support Services Inc.**

We are pleased to offer you Permanent Part-Time employment with Kyeema Support Services as a <Position Title> at 50 Lalor Street, Portland and in the community.

1. The terms and condition of your employment are prescribed by the Kyeema Support Services Inc. Enterprise Agreement 2023. A copy of the Agreement together with a copy of the Fair Work Information Statement can be located on the QMS system, document HRF-62. The Agreement covers standard conditions including annual leave, sick leave, superannuation and other such entitlements.
2. Your classification of the Agreement will be <Position Title>, <Part time or Full time> commencing < date>.
3. Your commencing hourly rate with be paid at a Level < > Pay Point < > at < pay rate> per hour. Superannuation of 12% on your wage will be paid into your selected or staple superfund in accordance with Superannuation Legislation.
4. Your permanent hours will be < > per week. Other flexible hours may be worked by arrangement with management.

Changes to work hours or days may be made by negotiation with your relevant manager.

<If relevant> Due to participant choice, should the 1:1 participant be unavailable, the shift time will be made up but may be subject to allocation to a different time. You are entitled to salary packaging consistent with Kyeema’s Salary Packaging Policy as amended from time to time.

1. Your role is subject to a probationary period of 3-months from the signing of this contract. At the completion of this period, your employment will be reviewed to ensure are meeting all requirements of the role.
2. Under the Accident Compensation Act 1985, Kyeema requires you to disclose all pre-existing injuries and diseases which you foresee could be affected by the nature of your employment in the attached Pre- Existing Injury Declaration Form. Failure to do so may render you ineligible for workers’ compensation in some circumstances.
3. It is a condition of your employment that both during your employment and following its termination you observe confidentiality of both participants and the organisation. You must treat all information you receive about participants as confidential and not disclose or use it other than as is required in the course of your duties. You must similarly respect the confidentiality of the Organisations information such as information concerning staff, operations, participant lists and finances.
4. Due to conflicts of interest, Kyeema does not allow their employees to also work with unregistered providers during their appointment in the organisation, nor to work privately with a participant who is also a Kyeema participant, unless by agreement with Kyeema management. Your employment may be terminated should this occur.
5. Employees with Kyeema are requested to conduct themselves in an ethical manner and observe a non-solicitation period of 3 months during and after employment with Kyeema.

Breaches of the non-solicitation period would include but are not limited to:

* Working as a self-employed worker with a participant whom the employee is also working, or intends to work with, at Kyeema
* Encouraging the participant to cease supports by Kyeema and move to an alternative provider – participants/families make these choices
* Communicating the intention to leave Kyeema to the participant and/or family, with the offer to continue to work with participant after leaving.
1. Kyeema Support Services acknowledges that your role within in the organisation can be demanding. Employees have the responsibility to take adequate annual leave breaks. We encourage you to speak to your direct manager who can support you to ensure this happens in a timely manner.
2. Your Contract and your employment may be terminated:
* At any time and without payment of notice by Kyeema for serious misconduct or breach of contract; or
* Due to frustration of this contract (an event that occurs that is not the fault of either party); or
* By you or Kyeema providing the minimum number of weeks written notice prescribed by the Fair Work Act.

Kyeema may elect to pay you in lieu of notice at its discretion.

1. Kyeema Support Services has adopted a number of polices, compliance with which is required of all employees. A copy of our current policies concerning Privacy and Confidentiality, Equal Opportunity and Social Media are enclosed. Additional policies can be found on Kyeema’s Quality Management System and much useful information is in the Staff Handbook.

Signed for and on behalf of Kyeema Support Services Incorporated

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Manager**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signed by Employee**

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**Employee’s Name**

Please return this contract signed and dated to Kyeema Support Services Incorporated. A copy will be provided and should be kept by the employee.