**15th June 2024**

**Joyce Nduku Kiunjuri:**

[ndukukiunjuri@gmail.com](mailto:ndukukiunjuri@gmail.com)

Dear Joyce,

Welcome to Devoted Care Services

This contract sets out the terms and conditions of your employment.

## Employment

THIS EMPLOYMENT CONTRACT (“this Agreement”) dated 15th June 2024

BETWEEN

Devoted Care Services of 8 Bishop Place Berwick

(The “Employer”)

-AND-

Joyce Nduku Kiunjuri

(The “Employee”)

The commencement date of your employment is 19th June 2024.

You are employed on a Casual basis in the position of Disability Support Worker. You will report to Elizabeth Ngari- Director and Frank Njogu- Director or any other person directed by the Devoted Care Services from time to time. Devoted Care Services may unilaterally change your title, duties, responsibilities, function, role accountability or reporting relationship at any time.

## Location

Your usual place of employment will initially be 8 Bishop Place Berwick Vic 3806, as well as any other location required to fulﬁl the duties of your position. You may at any time be required to work at a diﬀerent location nominated by Devoted Care Services on either a temporary or permanent basis.

## Probation

Your employment will be subject to an initial 6-month probationary period. During probation, Devoted Care Services will assess the suitability of your continuing employment, and either party may terminate your employment by providing one week’s written notice to the other party (or pay in lieu of notice).

## Hours

You will work as required by the employer. Devoted Care Services will offer you hours in a roster for convenience and/or planning purposes only and those shift(s) may be removed or amended to suit client needs at any time.

You may elect to accept or reject a shift. If you accept a shift, you agree to perform the shift. Devoted Care Services may change the following arrangements by providing notice in writing at any time.

Devoted Care Services may also require you to work reasonable additional hours from time to time, including on weekends and public holidays as requested by clients.

You agree, having regard to the Devoted Care Services operational requirements, the nature of your position and the position description detailing your specific responsibilities and duties in the position as included in the attached position description document.

You may be required to perform these duties and any other duties that the employer assigns to you, having regard to your skills, training and experience.

## Remuneration

Your classification will be GSW Level 2 in accordance with SCHADS Award paid to you under this contract, less applicable tax and plus superannuation entitlements), this will include an hourly rate of $35.57.

You may also receive other payments, or higher hourly rates of pay for work performed at particular times.

Your Wage will be paid fortnightly by electronic funds transfer into your nominated bank or building society account less applicable tax. Devoted Care Services may unilaterally amend the frequency of payment at any time by providing you with notice in writing.

## Superannuation

In addition to the remuneration paid, Devoted Care Services will make the compulsory minimum superannuation contributions required into a complying fund in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).

## Duties and Responsibilities

During your employment you must:

* Devote the whole of your time, attention and skill during working hours and at other times as reasonably necessary to perform your duties.
* Perform the duties reasonably required or directed by Devoted Care Services from time to time, irrespective of which position you hold.
* Follow and comply with all reasonable and lawful directions given to you by Devoted Care Services; be faithful and diligent, and actively pursue Devoted Care Services best interests at all times; not compete, directly or indirectly, with Devoted Care Services.
* Not, in connection with your employment with Devoted Care Services, accept any ﬁnancial or other beneﬁt except from Devoted Care Services, unless such beneﬁt is disclosed to Devoted Care Services and it expressly permits you to accept it.
* Not conduct yourself in a manner, whether during or after work hours, that in the opinion of Devoted Care Services causes damage or potential damage to Devoted Care Services property or reputation;
* Not use internet, email or voicemail at Devoted Care Services workplace for excessive personal use, to view or distribute oﬀensive or illegal material, or in any manner not consistent with Devoted Care Services workplace policies.
* Not unlawfully discriminate against, sexually harass or bully another person in any manner related to your employment or Devoted Care Services business.
* Not engage in any employment or provide any services to any person or entity other than Devoted Care Services during your employment without Devoted Care Services ’s prior written consent.

## Leave

You are entitled to leave in accordance with the National Employment Standards in the *Fair Work Act 2009* (Cth).

## Workplace Policies

Devoted Care Services may from time to time have written workplace policies in place which deal with a variety of matters concerning how the workplace operates, procedures to be followed and expectations in relation to particular aspects of the business. The purpose of these policies is to make clear what Devoted Care Services expects from you in relation to the aspect of the business dealt with by the policy.

You are required to be familiar with the content of all such policies, and to always comply with their terms. Any failure to do so may result in disciplinary action up to and including termination of employment. If you are uncertain of where these policies are located or what obligations they impose, you have an express obligation to raise this with your manager. Your manager will then provide you with, or direct you to, the required information.

To the extent that the policies describe beneﬁts and entitlements for the Employee or impose any obligations on Devoted Care Services, these are discretionary in nature and are not intended to be contractual. The terms and conditions of your employment that are intended to be contractual are set out in this contract.

Devoted Care Services may unilaterally introduce, vary, remove or replace policies at any time during the course of your employment.

## Dress code and Protective Equipment

You are required to wear appropriate and adequate clothing and footwear (including where relevant protective clothing and/or equipment) suitable to the nature of the work you perform and the location where you perform that work, or as directed or required by Devoted Care Services workplace policies.

You must apply all due diligence to the care and maintenance of such clothing and equipment.

## Company Property

Devoted Care Services may provide you with company property during the course of your employment such as computers and clothing. The provision of any such company property is contingent on your role and will be provided at the absolute discretion of Devoted Care Services. You will not have a contractual entitlement to such company property, and it may be withdrawn by Devoted Care Services at any time.

You must ensure that all company property in your possession or control is properly cared for and maintained.

Any company property must be used in accordance with any applicable workplace policy. Personal use is not permitted other than as provided for by any workplace policy (or as otherwise expressly allowed for by Devoted Care Services).

## Confidential Information

During and after your employment, you must:

* Keep all Conﬁdential Information secret and conﬁdential;
* Take all reasonable and necessary precautions to maintain the secrecy and prevent the disclosure of any Conﬁdential Information;
* Not disclose any Conﬁdential Information to any third party; and
* Not use any part of or make copies of any Conﬁdential Information, except:
  + as reasonably required in the ordinary and proper course of your employment; to the extent required by law; or
  + if Devoted Care Services s written consent is ﬁrst obtained.

**“Conﬁdential Information”** means any information relating to the business or aﬀairs of Devoted Care Services, its clients or it’s Related Bodies Corporate (as deﬁned in the *Corporations Act 2001* (Cth), that is not in the public domain including, but not limited to, any document, record, computer ﬁle, lists of current or former clients, trade secrets, customer or client details and information, product or service information, teaching methods, sales and marketing information, lists of prospective clients or customers, information relating to any computer systems or software, ﬁnancial information, discovery, invention, drawing, design, strategy, plan, data, report, process, proposal, budget, idea, concept or know how.

This clause will survive the termination of your employment, irrespective of the basis of the termination, and shall remain in full force and eﬀect indeﬁnitely.

## Intellectual Property

You acknowledge and agree that it is a condition of employment that Devoted Care Services shall be the owner of all Intellectual Property Rights in everything created, generated or contributed to by you in the course of your employment:

* whether alone or in conjunction with others.
* whether during oﬃce hours or otherwise.
* irrespective of where the creation, generation or contribution took place.
* which:
  + relates to the business or prospective business of Devoted Care Services; or
  + was created, generated or contributed to using any equipment or facilities of Devoted Care Services.

You must do all things necessary to enable Devoted Care Services to conﬁrm or perfect the Intellectual Property Rights assigned under this clause.

You consent to any act or omission by or on behalf of or authorised by Devoted Care Services, or Devoted Care Services assignees, licensees or successors in title and any person authorised by Devoted Care Services, or its assignees, licensees or successors in title which would otherwise infringe any part of your moral rights that subsist in any copyright works created by you.

**“Intellectual Property Rights”** means all intellectual property rights as deﬁned by law including without limitation:

* know how, trademarks, business names, the right to have conﬁdential information kept conﬁdential, copyright, inventions, improvements, designs, patents, discoveries, concept, circuits or other eligible layouts, numeric data, data or formulae, software, coding, models, drawings, plans, trade secrets, secret processes, reports, proposals, concepts or ideas;
* any rights in respect of (a); and
* any application or right to apply for registration of any of (a).

This clause will survive the termination of your employment, irrespective of the basis of the termination, and shall remain in full force and eﬀect indeﬁnitely.

## Conflicts of interest

You are required to immediately disclose any potential, perceived or actual conﬂict of interest (whether direct or indirect) that may give rise to a conﬂict with the performance of your employment obligations to Devoted Care Services, or Devoted Care Services business or reputational interests. Devoted Care Services may require you to take action to eliminate or reduce any such conﬂict. In the event that in the opinion of Devoted Care Services you fail or refuse to declare any such conﬂict, or to resolve it in a manner satisfactory to Devoted Care Services in accordance with its directions, then notwithstanding any other provision of this contract, Devoted Care Services may terminate your employment on an immediate basis.

## Privacy

You consent to Devoted Care Services collecting and using personal information and sensitive personal information as deﬁned in the *Privacy Act 1988* (Cth) for any purpose relating to your employment with Devoted Care Services. The personal information will be held in a secure location.

You also consent to Devoted Care Services disclosing personal information and sensitive personal information about you to other persons for reasons relating to your employment or for Devoted Care Services ’s business requirements. These persons include the Australian Tax Oﬃce, superannuation fund trustees and administrators, insurers, medical or occupational practitioners, ﬁnancial and legal advisers, potential purchasers on sale of business and law enforcement bodies.

You also consent to Devoted Care Services disclosing your personal information and image or likeness for marketing purposes including on Devoted Care Services website.

This clause will survive the termination of your employment, irrespective of the basis of the termination, and shall remain in full force and eﬀect indeﬁnitely.

## Termination of Employment

Following any probationary period applying to your employment, you or Devoted Care Services may terminate your employment at any time by providing the following amount of written notice (or, in the case of Devoted Care Services, the minimum period set out in applicable legislation if this is greater):

Notice period

*4 weeks*

*The period of notice will increase by 1 week if the employee is over 45 years old and has completed at least two years of continuous service.*

Devoted Care Services may terminate your employment immediately if in the opinion of Devoted Care Services you:

* disobey or refuse to carry out a lawful direction of Devoted Care Services;
* are guilty of serious misconduct including without limitation committing any act of dishonesty, fraud, theft, unlawful harassment or discrimination, or wilful breach of duty or workplace policy; serious or wilful neglect in the performance of your duties; being intoxicated at work; or engaging in conduct that causes risk to a person's health and safety or to Devoted Care Services ’s reputation, viability or proﬁtability;
* are convicted of an oﬀence precluding or inhibiting the further performance of your duties;
* cease to be legally entitled to perform work in Australia;
* commit any act of bankruptcy or compound with creditors;

If notice of termination is given by either you or Devoted Care Services under this contract, Devoted Care Services may in its absolute discretion provide you with a payment in lieu of notice for all or part of the notice period.

If notice of termination is given by either you or Devoted Care Services under this contract, Devoted Care Services may in its absolute discretion during all or part of the notice period direct you not to perform any duties, require you to remain away from Devoted Care Services ’s premises, require you not to have any dealing with customers or clients of Devoted Care Services , and/or change your duties.

On termination of your employment, you must immediately return to Devoted Care Services all company property that is in your possession, custody or control including but not limited to: all documents, Conﬁdential Information, company equipment, software, computers, credit cards, keys, vehicles and property leased by Devoted Care Services.

## Deductions

You agree that Devoted Care Services may make deductions from any amount payable to you:

* where the deduction amount relates to any overpayment of wages or other beneﬁt or entitlement (including without limitation paid leave in advance of accrual).
* where the deduction amount relates to the reasonable cost or repair of any equipment or property damaged, lost or not returned to Devoted Care Services;
* where you do not serve out your full notice period on termination but are required to do so by Devoted Care Services. The deduction amount will be equivalent to the value of the remuneration you would have earned during the balance of the notice period, and you acknowledge that this constitutes a reasonable estimate of the damage to Devoted Care Services arising from your failure to serve out the full notice period; and/or
* of any other amount permissible by law.

You acknowledge that these deductions will be to your beneﬁt as they will discharge any debts owed by you to Devoted Care Services.

You agree to execute any separate written document necessary to give eﬀect to any such deduction.

This clause will survive the termination of your employment, irrespective of the basis of the termination, and shall remain in full force and eﬀect indeﬁnitely.

## Restraint of Trade

As consideration for your remuneration and you acquiring knowledge of the conﬁdential information and intellectual property of Devoted Care Services and its aﬃliated entities in Australia, you agree that, whilst employed by us and for the applicable Restraint Period, you must not directly or indirectly undertake any of the following activities without obtaining our prior written consent or approval:

* canvass or solicit, or attempt to canvass or solicit, the business of any client (in relation to the provision of the type of services you provided at Devoted Care Services) with whom you have had direct dealings in the 12-month period prior to your employment ending; and
* induce or attempt to induce or solicit professional staﬀ, including but not limited to directors and employees of Devoted Care Services with whom you otherwise have had direct dealings in the 12-month period prior to your employment ending to leave their employment with Devoted Care Services.

For the purposes of this clause:

1. “Restraint Period” means the following periods after your employment ends (for any reason):
2. 12 months, or if that is unenforceable.
3. 6 months, or if that is unenforceable.
4. 3 months.

Restraint Area" means:

1. Australia, or if that is unenforceable.
2. The State, Territory or jurisdiction in which you predominantly worked during the 12-month period prior to your employment ending.

You acknowledge and agree that:

* The restraints set out in this clause are reasonable and necessary in the circumstances to protect our legitimate business interests, including our conﬁdential information and goodwill.
* The restraints set out in this clause do not unreasonably restrict your right to practice in your profession.
* The restraints set out in this clause are intended to operate to the maximum extent.
* Damages may be inadequate to protect the Devoted Care Services Group's interests and we are entitled to seek and obtain injunctive relief, or any other remedy, in any court.
* Each restraint contained in this clause (resulting from any combination of the wording in clause 1 and the deﬁnitions of Restraint Period and Restraint Area) constitutes a separate and independent provision, severable from the other restraints. If any such restraints are determined to be unenforceable in whole or in part, the enforceability of the remainder of that restraint and any other restraint will not be aﬀected.
* Your obligations under this clause survive the termination of your employment.
* If there is any inconsistency or contradiction between the restrains which are not invalid or unenforceable, the restraint with the longest Restraint Period and the widest Restraint Area, to the exclusion of any other prohibition or restraint, constitutes the agreed restraint.

## General

This contract will continue to apply to your employment notwithstanding any change to your position, duties, hours of work, remuneration or location, unless otherwise agreed in writing.

This contract constitutes the entire agreement between you and Devoted Care Services with respect to its subject matter and supersedes any prior written or other agreement between you and Devoted Care Services to the extent permitted by law.

After execution, the terms of this contract may not be changed or modiﬁed in any way other than as contemplated by this contract, unless it is signed in writing by both you and Devoted Care Services.

This contract will terminate on the termination of your employment, save for those clauses which are expressly stated throughout this contract to survive termination.

This contract is governed by the laws of the jurisdiction of your usual place of employment as described above.

If you accept the terms contained in this contract, please sign the declaration below:



Yours Sincerely,

Employer Representative Name: Elizabeth Ngari



Date: 15/06/2024

Employee Name: Joyce Nduku Kiunjuri

Date: 15/06/2024 Text

Description automatically generated with medium confidence