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## Employee - Employment Contract – Short-Term / Extension

Headway Gippsland Inc.  
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[reception@headwaygippsland.org.au](mailto:reception@headwaygippsland.org.au)  
ABN: 16 523 652 920

Date

Address 1

Address 2

Address 3

**Private and Confidential**

Dear name

### Offer Of Short Term Contract

<<position title>>

On behalf of Headway Gippsland Inc., I am pleased to confirm the offer of employment to you on the terms and conditions in the Short Term Contract ('the Contract') set out below.

Your employment is conditional on the provision of the following mandatory compliance items:

1. A "Clear" NDIS Workers Screen Check
2. A current Employee Working with Children Check

The above checks must be obtained and maintained at your own expense for the duration of your employment with Headway Gippsland Inc. Additional mandatory compliance items are listed in your Position Description and will form part of this contract of employment.

## Employee - Employment Contract – Short-Term / Extension

### 1. Summary table

1.1. The items in the following summary table are subject to any additional detail, requirement or obligation set out otherwise in this agreement, including in the attached schedules:

Item	Term	Details
1.	Employer	Headway Gippsland Inc.
2.	Date of Commencement	Pending successful screening and pre-employment actions, your employment with our business will commence on <DATE> for a period of up to <#> months concluding <DATE> unless otherwise agreed to in writing.
3.	Position	
4.	Location	<OFFICE ADDRESS>  This location may change at the discretion of the business, or may be altered upon written agreement.  You may also be required to travel as reasonably necessary for the performance of your duties.
5.	Normal hours of work	am to pm / various as stated below
6.	Fortnightly Pattern of work	hours per fortnight  Week 1 daysWeek 2 days Monday <input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday <input type="checkbox"/> Sunday <input type="checkbox"/>
7.	Reports to	<<insert position title>>
8.	Remuneration	Headway Gippsland Inc. proudly pays above Award conditions. Your position is classified as:  LevelPay Point  As per the Social, Community, Home Care and Disability Services Industry Award 2010.  We elect to pay you a higher rate of pay and therefore your hourly rate will be \$ <AMOUNT>, exclusive of superannuation at the Australian Government rate applicable.

## Employee - Employment Contract – Short-Term / Extension

Item	Term	Details												
		<p>This rate absorbs all fixed allowances you may be due in your position such as First Aid, Laundry in lieu of uniform and phone allowances where applicable.</p> <p>This is detailed further in Item 10 of your contract.</p> <p>Headway Gippsland Inc is a not-for-profit organisation which is eligible for salary packaging benefits. This benefit is exclusive of your base salary entitlement. Please enquire with Human Resources if you would like further information.</p>												
9.	Salary	Fortnightly												
10.	Probation	6 months with a 1, 3 and 5 month review												
10.	Notice Period	<table><tr><th colspan="2">NATIONAL EMPLOYMENT STANDARDS</th></tr><tr><th>Employee's period of continuous service with the employer at the end of the day the notice is given</th><th>Period</th></tr><tr><td>Not more than 1 year</td><td>1 week</td></tr><tr><td>More than 1 year but not more than 3 years</td><td>2 weeks</td></tr><tr><td>More than 3 years but not more than 5 years</td><td>3 weeks</td></tr><tr><td>More than 5 years</td><td>4 weeks</td></tr></table> <p>In addition to the notice periods above, if you are over 45 years of age at the time of termination of employment and have at least two years' continuous service with Headway, Headway will give you an additional week's notice.</p>	NATIONAL EMPLOYMENT STANDARDS		Employee's period of continuous service with the employer at the end of the day the notice is given	Period	Not more than 1 year	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
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Not more than 1 year	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													

### 2. Commencement of extension

- 2.1. Your employment with Headway commences/extends on the date specified in Item 2 at clause 1.1.
- 2.2. The offer of the employment is conditional upon you attending at the workplace and commencing the performance of work in accordance with this Contract.
- 2.3. This contract is effective as of the date of commencement/extension (if extending a short term contract add the following – with retrospective operation from the date of commencement.

### 3. Conditional offer of employment/(extension)

- 3.1 This offer of employment is conditional on:
  - a) You demonstrating as required by Headway, that you are eligible to work in Australia by the production of one of the following documents:
    - (i) evidence of Australian citizenship;
    - (ii) evidence of Australian permanent residency; or
    - (iii) a valid temporary visa permitting you to work in Australia.

Copies of these documents will be taken and held by Headway. If your eligibility

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## Employee - Employment Contract – Short-Term / Extension

to work changes during the course of your employment you must inform Headway. Should you be ineligible to work in Australia your employment will immediately cease from the date of such ineligibility.

- b) There being no restriction upon your ability to commence employment immediately with Headway under the terms of employment specified in this Contract. In this regard, by signing this Contract, you warrant:
  - (i) that there are no limitations on your ability to fully perform all of your duties and responsibilities for Headway including, but not limited to physical or psychological limitations; and
  - (ii) that you will not breach continuing obligations arising from any prior employment in the performance of your duties and responsibilities for Headway, including confidentiality obligations.
  - (iii) agreement to undertake a medical assessment prior to commencement of employment and annually, and/or on occasions deemed necessary by Headway.
- c) You warrant that you have provided accurate information to Headway on your qualifications, professional accreditation, professional training and currency of all relevant licences, required to perform the Position. You agree that Headway may terminate your employment without notice, should it discover the information you provided is inaccurate.

### 3.2 By signing this Contract, you agree that:

- a) any breach of these warranties will constitute grounds for immediate termination of your employment or revocation of this Contract, as may be the case; and
- b) Headway retains the right to terminate your Contract immediately in the event that you are unable to commence employment with Headway from the commencement date or continue such employment due to 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 from commencing or continuing employment with Headway under the terms of employment specified in this Contract.

## 4. Position

- 4.1 Your position at the commencement/extension of your employment is set out in Item 3 at clause 1.1.
- 4.2 Your duties and responsibilities are set out in the Position Description, attached to this Contract.
- 4.3 You are required to carry out other duties reasonably required by Headway that you are skilled and capable of performing.
- 4.4 You are required to adhere to the safety protocols in place at Headway Gippsland, including phone and location visibility and contactability during work hours, as well as 'check in' calls as required.
- 4.5 Headway may alter your position and responsibilities in accordance with the needs of the business from time to time. You may also be redeployed to another position having regard to your skills, experience and competency. You agree that the terms of this Contract continue to apply to any altered position unless varied in writing in accordance with this

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## **Employee - Employment Contract – Short-Term / Extension**

Contract.

- 4.6 Headway may direct you to work shift work whenever it so requires to meet its operational needs.

### **5 Induction/Training**

- 5.1 Your employment offer is conditional upon successful completion of the Headway Induction which must be completed in your own time prior to your commencement date.
- 5.2 Additional ongoing training will be provided and you agree to attend/complete as requested. Failure to do so may result in disciplinary action, up to and including dismissal.

### **6 Hours of work**

- 6.1 Your normal work hours are set out in Item 5 at clause 1.1.
- 6.2 You agree that your fortnightly ordinary hours of work are set out in Item 6 at clause 1.1, averaged over a period of up to 26 weeks.
- 6.3 You agree to be available to work a range of different possible hours i.e. morning shifts, day shifts, afternoon and evening shifts, sleepovers and possible active nights, as needed.
- 6.4 Where shift allowances such as 'broken shifts' occur, an allowance may be payable to you. This allowance is calculated and automatically paid on your fortnightly wages where applicable.

### **7 Time Recording**

- 7.1 You are required to complete regular time recordings as directed by management on the timesheets provided for approved hours, by Monday of each pay week at 12 noon.
- 7.2 Timesheets must be complete, accurate and signed off by the appropriate manager before submission.
- 7.3 You are responsible for the completion of your own time record. Completing time records on behalf of another employee or permitting another employee to do so on your behalf, may result in disciplinary action, up to and including dismissal.

### **8 Performance**

- 8.1 In your employment you will perform:
- a) the duties and responsibilities of the position; and
  - b) any other duties which Headway may reasonably require from you.
- 8.2 In the course of your employment with Headway, you are required to:
- a) carry out all lawful and reasonable instructions and directions given to you in relation to your employment;
  - b) perform your duties and responsibilities in a proper, ethical, diligent, professional and efficient manner; including always acting in good faith and in the best interests of Headway;
  - c) use your best endeavours to protect, enhance and promote the interests, welfare, profitability, growth and reputation of Headway's business;
  - d) not engage in any business or activities which may conflict with or be harmful to the business interests of Headway, or any of its officers, employees, agents, contractors or consultants;
  - e) perform your duties in a safe manner, respecting all work health and safety laws and

## Employee - Employment Contract – Short-Term / Extension

- policies (despite the fact these do not form part of your Contract);
- f) during work hours, devote the whole of your time and attention to Headway's business;
  - g) perform your duties with due care and skill and in a proper, thorough and co-operative manner;
  - h) perform your duties in accordance with any written direction, procedure or other specifications provided by Headway to you (relating to the performance of your work or anything connected with it);
  - i) perform your duties in accordance with Headway's values;
  - j) perform your duties without jeopardising or damaging Headway's business;
  - k) perform your duties in compliance with all relevant laws;
  - l) attend supervisory meetings or training meetings outside work hours as reasonably required by Headway; and
  - m) Comply with all regulatory requirements set out for the business and our staff including any exclusion or safety screening and/or regulatory standards.
- 8.3 You must not:
- a) use information or resources provided by Headway for your personal gain or for the benefit of any other person or business;
  - b) do anything that is reasonably likely to harm Headway or Headway's reputation; or
  - c) enter into contracts or agreements on Headway's behalf without Headway's express permission to do so.

## 9 Reporting

- 9.1 Your reporting arrangements are set out in Item 7 at clause 1.1.
- 9.2 Headway may change your reporting arrangements in accordance with the needs of the business from time to time.

## 10 Location

- 10.1 Your place of work is set out in Item 4 at clause 1.1.
- 10.2 However, you may be asked to travel to and work at different locations to meet business needs from time to time, such as travelling interstate for temporary periods. You agree to work at any of the different locations where Headway requires you to do so.
- 10.3 You may also be required to relocate to another place of work from time to time without compensation or additional payment in accordance with the needs of Headway's business.

## 11 Probationary Period

- 11.1 You will initially be employed on a probationary period which is set out in Item 10 at clause 1.1.
- 11.2 The 'minimum employment period' (as defined in the Fair Work Act 2009 (Cth)) informs this clause.

## 12 Remuneration

- 12.1 Your remuneration is set out in Item 8 at clause 1.1.
- 12.2 For all ordinary hours of work, you will be paid the base rate of pay set out at Item 8 at clause 1.1, provided that this rate of pay may be increased from time to time if required in



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## Employee - Employment Contract – Short-Term / Extension

order to comply with the applicable Industrial Instrument.

- (a) Our practice is to pay an hourly base rate higher than you may be classified under the Award. While your pay rate may be higher than your classification, this does not constitute your role being classified at a higher level. For this purpose and to satisfy the Better of Overall Test, the Award rate for your classification is used
- (b) As we require our team members to hold and maintain Level 2 First Aid and CPR qualifications, maintain a mobile phone and do not provide a uniform, we pay this higher equivalent rate to ensure that you are compensated for these non-variable allowances when you work.
- (c) All other allowances such as loadings and penalties are paid to you, exclusive of and based upon this higher base rate of pay unless otherwise compensated in this agreement. While your pay rate may be informed by a higher classification, this does not constitute your role being classified at this higher level. For this purpose and to satisfy the Better of Overall Test, the Award rate for your classification is used.

12.3 If Headway pays Fringe Benefits Tax on your behalf, this payment also forms part of your remuneration package.

12.4 Your wage (less applicable taxation) will be paid in accordance with Item 9 at clause 1.1 into the bank account of your choice

12.5 Headway Gippsland is a not-for-profit organisation which is eligible for salary packaging benefits. This benefit is exclusive of your base salary entitlement and remuneration and available for full-time and part-time employees only.

### 13 Superannuation

13.1 Headway will contribute compulsory employer superannuation guarantee contributions into a fund nominated by you in accordance with relevant superannuation legislation. If you do not nominate a fund, Headway will deposit your contributions into its default fund.

### 14 Uniform

14.1 You are provided identification in the course of your duties with us, you are required to wear this identification at all times during working hours.

### 15 Driver's licence

15.1 As it is a requirement of your employment that you drive a motor vehicle, you must maintain a current driver's licence. You must notify Headway immediately if you are charged with any driving offences or if your licence is suspended or cancelled. The suspension or cancellation of your licence may result in the termination of your employment.

### 16 Vehicle/Insurance

16.1 If you are using your private motor vehicle while delivering supports or services it is a requirement that you have and maintain fully comprehensive car insurance at your own expense. Evidence of this must be provided for our Compliance Records. You are required to advise your insurer that the vehicle is being used for work purposes.

16.2 If you are using your private motor vehicle while delivering supports or services it is a requirement that you ensure the vehicle is always maintained in a roadworthy condition, kept clean and tidy and free from rubbish.

16.3 The standard driving rules and regulations apply while delivering supports or services in a private vehicle.

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## **Employee - Employment Contract – Short-Term / Extension**

- 16.4 In instances where damage is caused to the vehicle during the course of delivering supports or services, the worker will be liable for any insurance excess or associated costs to repair their vehicle.

### **17 Drugs and alcohol**

- 17.1 Your ability to safely perform your duties at Headway could be affected by your consumption of alcohol and/or other drugs.
- 17.2 The effects of alcohol and/or other drugs are different from person to person. The taking of alcohol or other drugs before commencing work, including the night and/or day prior to commencing work increases the chances that you could be affected by alcohol or any other drug you have consumed or have otherwise taken.
- 17.3 You must not attend work, commence work, continue to work or return to work having consumed alcohol and/or drugs unless those drugs are properly prescribed by a medical practitioner with respect to a medical condition.
- 17.4 You must not possess, distribute, sell, use or consume illegal drugs in the workplace.
- 17.5 You must inform Headway if you are taking any prescribed medicines which may affect or impair your ability to work safely. In particular, you will inform Headway of any potential impairment to your ability to safely operate machinery or other such equipment.
- 17.6 Headway will require you to undergo testing for the presence of drugs and/or alcohol, with or without prior notice. You must submit to such testing and understand that it may be random, incident related or planned testing at any time as directed by Headway.
- 17.7 You will take whatever action is necessary or required of you to ensure that the medical practitioner or testing facility's report can be provided to Headway. In that respect, you will sign any authority that the medical practitioner or testing facility may require before releasing the information to Headway.
- 17.8 Failure to comply with this clause of the Contract, including failing to agree to submit to any drug or alcohol testing, may result in disciplinary action being taken, up to and including the termination of your employment.

### **18 Workplace Surveillance**

- 18.1 Headway will carry out surveillance and monitoring such as, but not limited to:
- a) Headway conducts computer surveillance of all its information technology systems, including email usage, internet usage and any other usage of information technology supplied by Headway. This surveillance is carried out on a continuous and ongoing basis and will be ongoing from the commencement of your employment;
  - b) Headway carries out camera surveillance by way of closed circuit television cameras. The surveillance is continuous and ongoing. For the purposes of your employment with Headway and exposure to the surveillance, it effectively starts upon your commencement. Access to the recorded material will be strictly limited to authorised personnel;
  - c) Headway conducts tracking surveillance of its vehicles by means of an electronic device the primary purpose of which is to monitor or record geographical location or movement (such as a Global Positioning System tracking device). This surveillance is carried out on a continuous and ongoing basis and will be ongoing from the commencement of your employment;



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## Employee - Employment Contract – Short-Term / Extension

- d) Headway conducts tracking surveillance of its electronic devices (e.g. smartphones, tablets, computer equipment) by means of an electronic device the primary purpose of which is to monitor or record geographical location or movement (such as a Global Positioning System tracking device). This surveillance is carried out on a continuous and ongoing basis and will be ongoing from the commencement of your employment.
- e) Headway may use the surveillance records for any purpose, including purposes related to your employment or the employment of other company employees or contractors. You may consult with the company about the surveillance at any time. For the purposes of discussing any queries or comments about the company's surveillance activities, please contact your Manager.

18.2 You consent to this surveillance.

### 19 Annual leave

- 19.1 You are entitled to annual leave in accordance with the provisions of relevant legislation. For example, a full-time employee who works an average of 38 hours per week would be entitled to accrue 4 weeks' annual leave per year.
- 19.2 Annual leave may be taken at such time as may be agreed between you and Headway from time to time and in accordance with the relevant legislation.
- 19.3 Headway may direct you to take any annual leave credited to you, in circumstances where there is a close down of that part of Headway's business in which you work. If you do not have enough accrued annual leave to cover all or part of the close down period, you agree that you will take leave without pay. Such leave without pay will still count as service and you will continue to accrue relevant leave entitlements during those periods.

### 20 Personal/carer's leave

- 20.1 You are entitled to personal/carer's leave in accordance with the terms of relevant legislation. For example, a full-time employee who works an average of 38 hours per week would be entitled to 10 days paid personal/carer's leave per year.
- 20.2 For the purposes of this clause and the relevant legislation, personal/carer's leave is:
  - (a) leave that you take because of your personal illness or injury (i.e., sick leave); or
  - (b) leave that you take to provide care or support to a member of your immediate family, or a member of your household, who requires care or support (i.e., carer's leave) because of:
    - (i) a personal illness, or injury, affecting the member; or
    - (ii) an unexpected emergency affecting the member.
- 20.3 Applications for personal/carer's leave must be made in accordance with relevant legislation and Headway's policies as varied from time to time. If you are absent on personal/carer's leave, Headway may:
  - (a) require you to provide to Headway evidence to Headway's satisfaction, confirming the illness or injury (such as a statutory declaration or a medical certificate to Headway's satisfaction); and/or
  - (b) require you to be examined by a medical practitioner nominated by Headway, to provide a report to Headway, on your current and/or future capacity to perform the duties of your role.
- 20.4 You are required to inform Headway as soon as practicable of any personal and carer's

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## Employee - Employment Contract – Short-Term / Extension

leave, and the reason for an expected duration of such an absence.

### 21 Public holidays

21.1 You are entitled to public holidays in accordance with relevant legislation.

### 22 Other leave

22.1 You are also entitled to long service leave, parental leave and compassionate leave in accordance with relevant legislation.

### 23 Resignation and termination

23.1 No new probationary period applies to the extension of a contract.

23.2 Except where your employment is terminated for reasons of serious misconduct, either Headway or you may terminate your employment by giving the period of notice set out in Item 10 at clause 1.1 (or any greater period by applicable legislation).

23.3 Headway may elect to pay you in lieu of part or all of your notice period.

23.4 Alternatively, Headway may require you not to report for work, or provide you with altered duties, during part or all of your notice period.

23.5 Headway may terminate your employment at any time without notice or payment in lieu of notice in the case of serious misconduct. Serious misconduct will include, but is not limited to:

- (a) ongoing breach of your obligations as set out in this Contract without rectifying such breach within 7 days of receiving notice of the breach;
- (b) performing your work in a manner reasonably considered by Headway to be unprofessional;
- (c) gross negligence;
- (d) a refusal to follow a lawful and reasonable direction;
- (e) engaging in conduct which Headway reasonably considers is likely to damage Headway's reputation; or
- (f) committing any act of dishonesty including acts of embezzlement, theft or fraud involving Headway's assets or property; or
- (g) any conduct that would justify summary dismissal at common law.

23.6 On termination of your employment by any means, Headway will pay to you:

- (a) your salary payable to you up to and including the date of termination;
- (b) payment in lieu of any accrued untaken annual leave to which you are entitled up to and including the date of the termination, less any debts or amounts payable to Headway Gippsland; and
- (c) any other benefits due to you under this Contract.

23.7 If your employment is terminated summarily without notice or payment in lieu of notice, you will only be paid up to the date of termination.

23.8 If your employment is terminated for any reason, you agree to resign all directorships, offices and positions that you may hold in relation to Headway, its Related Entities or any other entity in which you hold office in connection with your employment. You agree to do all things and execute all documents necessary to give effect to these resignations.

## Employee - Employment Contract – Short-Term / Extension

- 23.9 If:
- (a) your employment is terminated by reason of the liquidation of Headway for the purpose of reconstruction or amalgamation; and
  - (b) you are offered employment with any concern or undertaking resulting from such reconstruction or amalgamation on terms and conditions not less favourable than the terms of this document,

then you agree that you have no claim against Headway in respect of the termination of your employment under this Contract.

- 23.10 Headway may direct you to not attend work and not to undertake any of your work duties at any time, provided that Headway provides you with payment of your entitlements under your remuneration package during the period of suspension.

## 24 Return of property

- 24.1 On request by Headway or on termination of your employment, you must:
- (a) return to Headway all property belonging to Headway in your possession, custody or control, including but not limited to Confidential Information, Intellectual Property, mobile telephones, computers, keys, data storage devices, cards, documents, diaries, records and papers, reports, working papers, training manuals, equipment, computer information and programs and all copies of such items.
  - (b) delete all records pertaining to clients, including digital records and information contained on professional or social media platforms such as LinkedIn, Facebook, Twitter, etc.
- 24.2 If requested by Headway, you must provide a statutory declaration confirming you have complied with the conditions above.
- 24.3 This clause 23 survives termination of your employment with Headway.

## 25 Confidential Information

- 25.1 You must maintain the confidentiality of information and documents to which you have access in the course of or arising from your employment with Headway.
- 25.2 You must not, during your employment or after the termination of your employment, directly or indirectly use or disclose (or attempt to use or disclose) any Confidential Information for any purpose, including to obtain any benefit for you or any other Person.
- 25.3 You must ensure secure custody of Confidential Information in your control or possession, and use your best endeavours to prevent the use or disclosure of Confidential Information by any Person.
- 25.4 These restrictions do not apply to:
- a) information that is used or disclosed in the proper course of performing your duties for Headway;
  - b) information that is used or disclosed with Headway's prior consent;
  - c) information that is required by law to be disclosed; or
  - d) information that is in the public domain, other than through your breach of this Contract.
- 25.5 Any Confidential Information which is disclosed by you must only be done to the extent necessary, and only to Persons who:

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## **Employee - Employment Contract – Short-Term / Extension**

- a) have been approved by the Manager, to receive such information;
  - b) are aware and agree that the Confidential Information must be kept confidential; and
  - c) sign and agree to be bound by the terms of any confidentiality agreement, as may be required by Headway to be signed, from time to time.
- 25.6 If you are uncertain about whether information is Confidential Information, you must immediately ask your manager. Until you receive an answer, you must treat that information as Confidential Information.
- 25.7 You acknowledge and agree that:
- a) damages may be inadequate compensation for breach of your obligations contained in this 'Confidential Information' clause and subject to the court's discretion, Headway may seek specific performance or may seek to restrain, by an injunction or similar remedy, any conduct or threatened conduct which is or will be in breach of this clause, in addition to any other remedy Headway may wish to pursue; and
  - b) you will fully indemnify Headway in respect of any and all loss, damage, claims, liability, cost and expenses, of any kind, suffered or incurred by Headway as a result of your breach of this 'Confidential Information' clause, in any way, including, but not limited to, any disclosure by you of any Confidential Information to any Person(s), other than is authorised under this Contract.
- 25.8 This clause survives termination of your employment with Headway.

## **26 Privacy**

- 26.1 Under the Privacy Act 1988 (Privacy Act), Headway are legally obliged to protect and manage personal information in accordance with a set of detailed rules called the Australian Privacy Principles (APPs).
- 26.2 Headway and their employees:
- a) only collect the Personal Information which is strictly necessary for the purpose you are collecting it for (i.e., do not collect more Personal Information than you need);
  - b) ensure that the Personal Information is necessary for one or more of APP Entity's functions;
  - c) only use the Personal Information for the purpose for which it was collected (for example, if we collect Personal Information for licencing and probity requirements, this Personal Information should not be used for the marketing and sale of APP Entity products and services);
  - d) consider how the Personal Information will be destroyed or de-identified once the purpose for which it has been collected has been completed (taking into consideration any legal record keeping requirements).
  - e) In certain circumstances, we also collect Personal Information which is classified as "Sensitive Information" under the Privacy Act including criminal records and police checks.
- 26.3 You must comply with Headway's Privacy Policy and any other policies and procedures adopted with respect to the Privacy Act and the APPs.

## **27 Post Employment Obligations**

- 27.1 You acknowledge and agree that:

## Employee - Employment Contract – Short-Term / Extension

- a) In the course of your employment, you will:
    - i) Have access to and knowledge of Headway's products, services, skills and techniques;
    - ii) Become acquainted and develop a close working relationship with the clients and suppliers of Headway and their special needs and requirements;
    - iii) Develop close working relationships with the employees and contractors of Headway, and;
    - iv) Generally, be privy to Confidential Information and Intellectual Property concerning Headway, its clients, suppliers, and its methods of business.
  - b) the only effective, fair and reasonable manner in which the interests of Headway can be protected is by the restraints imposed upon you in this Contract;
  - c) the duration, extent and application of the restrictions contained in this Contract are not greater than is reasonably necessary to protect Headway's legitimate business interests, including the preservation of its relationships with its clients, Suppliers, employees, agents, directors, officers, partners, contractors, advisors and consultants, the goodwill of its business, its Confidential Information and Intellectual Property; and
  - d) the level of your benefits, including remuneration and bonuses (if any) constitutes adequate consideration for the restraint obligations imposed under this Contract.
- 27.2 You agree that having regard to the circumstances set out in in this contract, you will not, directly or indirectly, either as a principal, employee, agent, director, officer, partner, consultant, contractor, advisor or otherwise, for your own benefit or the benefit of any other Person, directly or indirectly, engage in any of the Restricted Activities, within the Restricted Area, for the Restricted Period, without the prior written consent of Headway.
- 27.3 The Restricted Activities are:
- a) canvass, solicit or entice away (or attempt to do any of the foregoing), the business or custom of any client with whom you or a person reporting to you, has performed work or had dealings with during the 6 months preceding the termination date;
  - b) provide services in competition to Headway to any client with whom you or a person reporting to you, has performed work or had dealings with during the 6 months preceding the termination date;
  - c) induce or encourage any client (or attempt to do any of the foregoing), with whom you or a Person reporting to you have performed work or had dealings with, during the 6 months preceding the Termination Date to:
    - i) terminate;
    - ii) alter; or,
    - iii) not renew or maintain
- any business relationship, contract or arrangement, that client has with Headway.
- d) induce or encourage (or attempt to do any of the foregoing), any employee, agent, director, officer, partner, contractor, advisor or consultant with Headway, to terminate or to not renew or maintain or alter their employment contract with Headway.
- 27.4 The Restricted Area is:
- a) Baw Baw Shire, Latrobe City Shire, Wellington Shire, East Gippsland Shire, South Gippsland Shire, Bass Coast Shire;
  - b) Latrobe City;
  - c) Within 20kms of Headway's principal place of business as at the Termination Date.
- 27.5 The Restricted period commences on the Termination Date and concludes:



## Employee - Employment Contract – Short-Term / Extension

- a) Six (6) month period immediately following the Termination Date;
- b) Two month's after the Termination Date;
- c) One month after the Termination Date.

27.6 The parties separately enter into each of the covenants resulting from the combination of all the activities specified in this contract, within the areas specified in this contract and for the periods specified in this contract, and each of these covenants constitutes a separate covenant imposed upon you under this Contract.

27.7 If any of the restraints under the applicable clause is or becomes void, invalid or otherwise unenforceable for any reason, by a Court of competent jurisdiction, that unenforceability does not in any way affect the enforceability of the other separate covenants.

27.8 If any of the covenants in this Contract are found by a Court of competent jurisdiction to be void, invalid or otherwise unenforceable, but would be valid and enforceable if:

- a) part of the wording was deleted; or
- b) the activities were reduced; or
- c) the geographical area was reduced; or
- d) the period was reduced; or
- e) any combination of the actions specified in clauses a), b), c) or d) were undertaken,

the covenant applies with such modifications as may be necessary to make the covenant valid and enforceable.

## 28 Conflict Of Interest

28.1 Work outside of the Employment may be undertaken with the Employer's prior knowledge and permission. Permission will generally be granted where the outside employment does not interfere with or affect the hours, type and level of work set out in this agreement and the outside work does not affect the interests of the Employer.

28.2 The Employee must declare any interest in any business of any kind in which the Employee is engaged that may potentially place the Employee in conflict or in competition with the business of the Employer. This may include the engagement of family members or friends in the service or as recipients of the service. This requires the completion of the conflict-of-interest form.

28.3 The Employee must not, during the course of the Employment, invest personal monies, obtain an interest in or establish any other business that may be in competition with the Employer.

28.4 The Employee must not claim or accept any fee, gratuity, commission or other benefit from any person(s) or organisation(s) other than the Employer, in payment for any services concerned with the Duties performed for the Employer.

28.5 The Employee must at all times act in the best interests of Headway Gippsland (the Employer) and must not do anything which may negatively impact on the name or reputation of the Employer.

## 29 Severability

29.1 Terms or conditions shall be severed from the Contract without affecting the enforceability of the remaining terms and conditions.

## 30 Definitions & General Provisions

30.1 In this Contract:



## Employee - Employment Contract – Short-Term / Extension

- (a) 'Confidential Information' means all information obtained in the course of your employment with Headway, that is by its nature confidential and includes (but is not limited to) the following, Headway's: trade secrets; Intellectual Property; confidential know-how; policies, systems and protocols; information about the business and its affairs such as pricing and fee information, marketing or strategic plans, commercial and business plans, financial information and data, and operational information and methods; methodologies and supporting documentation; software products, manuals and associated tools; commercial information in relation to current and prospective operations; information about suppliers, dealers, clients or customers such as their specific requirements, arrangements and past dealings; client lists, customer lists, supplier lists, dealer lists; customer, client and supplier lists; business cards and diaries, calendars or schedulers; reports; working papers; training manuals; equipment; computer information and programs; personal and financial information of which you become aware.
  - (b) 'Intellectual Property' means all forms of intellectual property rights throughout the world including copyright, registered patent, design, trade mark and Confidential Information, including know-how and trade secrets.
  - (c) 'Moral Rights' has the meaning given to it in the Copyright Amendment (Moral Rights) Act 2000 (Cth) and includes rights of integrity of authorship, rights of attribution of authorship and similar rights that exist or may come to exist anywhere in the world. (Caitlin no longer has this but I think it should stay)
  - (d) "Person" includes any natural person, company, partnership, association, trust, business, or other organisation or entity of any description and a Person's legal personal representative(s), successors, assigns or substitutes.
  - (e) "Termination Date" means the date on which your employment with Headway ceases.
  - (f) 'Personal Information' has the meaning given to it in the Privacy Act 1988 (Cth).
  - (g) 'Products' means any products produced, manufactured, sold or distributed (and prospective products to be produced, manufactured, sold or distributed) by Headway. (Caitlin no longer has this but I think it should stay)
  - (h) 'Services' means any services offered or provided by Headway.
  - (i) 'Supplier' means any Person:
    - i) who supplied any products or services to Headway and with whom you or a Person reporting to you had contact or dealings with; or
    - ii) who has entered into discussions or negotiations with you or a Person reporting to you on behalf of Headway, at either your own initiative, or at the initiative of a Person reporting to you, or at the initiative of Headway, at any time during the twelve (12) months prior to the Termination Date, with a view to supplying products or services to Headway and who had not notified Headway prior to the Termination Date that they did not wish to supply such products or services.
- 30.2 Any amendment or addition to this Contract must be in writing, and signed by both parties.
- 30.3 Each provision of this Contract is severable from the others and the severance of a provision does not affect the remainder of the Contract.
- 30.4 This contract is governed by the laws of Victoria and Australia.
- 30.5 You acknowledge and agree that the terms and conditions of your employment, as outlined

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## Employee - Employment Contract – Short-Term / Extension

in This Contract, are confidential and will not be disclosed by you to any Person(s) other than Headway's, or your own legal or financial advisers.

30.6 This contract will remain open for acceptance for a period of five working days from its date.

### 31 Entire Agreement

31.1 This Contract sets out all of the terms of your employment contract with Headway. This Contract supersedes and replaces all prior representations, contracts and agreements (whether oral or in writing) concerning your employment with Headway.

31.2 If there are any other matters that you have relied on in our discussions or other communications to date or there are any other matters you wish to discuss, please let Headway know before you sign the Contract. Headway's representative may then consider them and discuss them with you. If agreed, the terms set out in this Contract will be amended, to ensure that it contains all the agreed terms.

31.3 Once you sign this Contract, you are confirming it is complete and no agreed terms are missing.

### 32 Employer's Discretion

32.1 Where any provision of this contract entitles or engages discretion for the purposes of Headway exercising its discretion, Headway may act arbitrarily, with any payment being entirely gratuitous and voluntary.

### 33 Employment Policies & Procedures

33.1 You are directed to read and comply with the obligations imposed upon you within Headway's policies and procedures as they relate to your employment. These policies and procedures may be varied from time to time at the Headway's discretion, and you are directed to comply with such variations. Such policies and procedures form part of your Contract.

33.2 A breach of your obligations under Headway's policies and procedures may result in disciplinary action, up to and including the immediate termination of your employment.

Please sign the attached copy of this Contract to acknowledge that you accept Headway's offer of employment on the terms and conditions set out in this Contract.

Yours sincerely

Name

Position

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## Employee - Employment Contract – Short-Term / Extension

### Acceptance

I have read and understood this Contract and I accept the offer of employment with Headway Gippsland on the terms contained in it.

Upon signing of this contract, I declare that I have advised Headway of any medical condition or other factors relating to my health, psychological and physical fitness that may impact my ability to meet the requirements of my position. I agree to undertake a medical assessment at the commencement of my employment and complete an assessment annually whilst being employed at Headway or as otherwise required. I understand I will also be required to undergo an assessment on each occasion as deemed necessary by Headway in order to comply with position responsibilities, NDIS requirements, Policy & Procedures and Sub-Contractor agreements, as a condition of my employment.

I understand that disclosure of this information will not be used to discriminate against me because of the existence of a disability or medical condition.

### Employee:

Date

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Name

.....

Signature

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### Witness:

Date

.....

Name

.....

Signature

.....

**Schedule A: Position Description has been provided as a separate document. Please initial and return to Human Resources as this forms part of your Employment Contract and will be stored in your Employment file.**