

DEVINE MANAGEMENT GROUP PTY LTD  
A.C.N. 103 913 748

**LETTER OF APPOINTMENT  
DISABILITY SUPPORT WORKER**

[date]

[Address]

Dear [first name]

I am very pleased to offer you a position as Casual **Disability Support Worker** with **Devine Management Group** on the terms and conditions set out in this Contract of Employment.

Please find enclosed a Fair Work Information Statement which we are required to provide to you pursuant to the Fair Work Act 2009. The Information Statement provides basic information that will affect your employment.

This is a wage position and is covered by the NAPSA Disability Support Workers award and the Social, Community, Home Care and Disability Services Industry Award 2010. Transition to the Social, Community, Home Care and Disability Services Industry Award 2010 wages, penalties and loadings will commence on 1 February 2012 or other date as announced by Fair Work Australia. At this time the terms and conditions of employment are taken from the modern award with the wages, penalties and loadings taken from the DSW award. Allowances based on a fixed dollars amount or a percentage of the standard rate, are taken from the modern award.

## 1 ENGAGEMENT

- 1.1 The commencing date of your Casual employment under this Agreement is [date of commencement] or such other date as agreed with by the Director.
- 1.2 You will be assigned to the role of Casual Disability Support Worker reporting to the Director who at this time is Paul Devine. A position description that sets out the key responsibilities of this role will be provided to you. The reporting requirements of this role outlined in the Position Description may be varied from time to time in accordance with the needs of Devine Management Group.
- 1.3 Your employment with us is subject to the satisfactory completion of a (12) month minimum employment period. Subject to this Contract you or Devine Management Group may terminate your employment at any time during the minimum employment period.

## 2 DUTIES & RESPONSIBILITIES

The basic duties and responsibilities you are required to fulfil include but are not limited to those in the attached Position Description. Devine Management Group may vary these duties and responsibilities as necessary. Devine Management Group may require you to carry out other duties within your competence, skill and training.

## 3 PERFORMANCE

You are required to perform your duties in a proper and efficient manner in accordance with the directions of the Director. You are to devote the whole of your time, attention and energy to the performance of your duties during normal working hours and such further hours as may be necessary, and to use your best endeavours to promote and enhance the interests of **Devine Management Group**.

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**4 HOURS OF WORK**

- 4.1 You are engaged as a casual Employee
- 4.2 The Director will review your working hours with you on a periodic basis and any changes to your working days will be made when necessary to suit the business needs.
- 4.3 Staff shall not absent themselves from duty for any reason during working hours without prior approval and suitable arrangements made for time to be worked in lieu of any period of absence.

**5 REMUNERATION**

- 5.1 Your hourly rate will be **\$23.00** per hour.
- 5.2 The PAYE salary component of your *wage* is payable **fortnightly** by direct credit to your nominated bank, building society or credit union account.

**6 SUPERANNUATION**

Where applicable Devine Management Group will pay superannuation contributions at the percentage of your Base Salary required under the *Superannuation Guarantee (Administration) Act 1992*. Payments made in accordance with this clause will be remitted to a complying superannuation fund on a monthly basis. The fund that your funds will be paid into is Sun Super, unless you provide the details of a preferred superannuation company within one month of commencing employment. Employees are required to complete the relevant Membership Application Form (enclosed), unless a previous application has been lodged.

**7 LEAVE ENTITLEMENTS**

The National Employment Standards (NES) in the *Fair Work Act 2009* apply to your employment.

They cover:

- Unpaid Carers Leave (up to 2 days per event).
- Community Service Leave including Jury Service.
- Compassionate Leave (up to 2 days per event).
- Parental leave (52 weeks unpaid leave after 12 months service).

It is a condition of your leave that you must apply for all leave in writing and provide the necessary medical or other evidence for the leave sought.

**8 LONG SERVICE LEAVE**

Long service leave will accrue and be paid in conformity with the Industrial Relations Act 1999(Qld).

**9 TERMINATION OF YOUR EMPLOYMENT**

Casuals can be terminated with one hours notice subject to the minimum engagement period identified within the relevant Modern Award.

**Misconduct**

The employment contract may be terminated without notice and without pay in lieu in the case of misconduct:

**Termination by employee**

The notice of termination required to be given by an employee shall be one hour.

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### **Employee obligations upon termination**

On termination of your employment, you must return to Devine Management Group all tangible property of Devine Management Group including, but not limited to, all books, documents, identity passes, papers, materials, credit cards, cars and keys held by you or under your control.

### **10 SUITABILITY CARD**

It is a condition of employment to obtain and **maintain** a Positive Notice Card (Yellow and Blue in appearance) from Disability Services Queensland (DSQ). Employment will not commence prior to the application being lodged with DSQ. Furthermore it is also your responsibility to apply, obtain and maintain a Positive Notice at your own expense.

Failure to do this may be an offence under the *Disability Services Act 2006* or a breach of the Prescribed Requirements under the Disability Services Regulation 2006 and may lead to prosecution.

### **11 CONFIDENTIALITY**

An Employee Confidentiality Deed is attached. It is a condition of your employment to comply with that deed. Please complete, sign and return that deed with your acceptance.

### **12 DIRECTIONS**

You must abide by any directions given to you by Devine Management Group in the course of your employment including complying with the policies and procedures of Devine Management Group, as updated and issued from time to time. These policies and procedures will form part of your contract of employment.

### **13 GENERAL**

#### **Entire Agreement**

This document records the Agreement between the parties. No previous negotiations, understandings, contracts, agreements, representations, warranties, memoranda or commitments will affect the terms and conditions of your employment by Devine Management Group.

The provisions of clause 11 continue notwithstanding the termination of your contract of employment.

Congratulations [First name] on your appointment. I wish you every success and look forward to your support as we build a strong and competitive organisation.

Yours Sincerely,

Paul Devine  
Director  
Devine Management Group.

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*I, [ full name] agree to the terms and conditions of my employment as contained in this letter. I warrant that I have had the opportunity to take legal advice as to the nature, effect and extent of these terms and conditions. I further warrant that I am aware that Devine Management Group is relying upon these warranties.*

.....  
**Signature**

.....  
**Date**