

CASUAL EMPLOYMENT AGREEMENT

Casual Employment with Trades Labour Hire Pty Ltd ABN 87 608 580 329 **(the Company)** is agreed on the terms and conditions set out in this casual employment agreement, together with your Assignment Confirmation that you will be presented with prior to the commencement of any new assignment. Also enclosed with this casual employment agreement is a Fair Work Information Statement (**FWIS**). However, the FWIS is not incorporated into and does not form part of this casual employment contract.

1 Employment

1.1 Nature of employment and commencement date

- (a) The Company is a labour hire business and you will be employed on a casual basis to undertake assignments with the Company's clients.
- (b) At the beginning of each assignment you will be provided with details of the assignment (**Assignment Confirmation**).
- (c) Each Assignment Confirmation represents a new offer of employment.
- (d) The commencement date of your employment will be stated in your Assignment Confirmation.

1.2 Position

- (a) You will be employed in the position stated in your Assignment Confirmation.
- (b) Your position can only be modified by the Company. The client to whom you are assigned cannot alter your position and primary duties without prior approval from the Company. Should your position change to that stated in your Assignment Confirmation, you must notify the Company.

1.3 Location

Your duties will be performed at a location set out in your Assignment Confirmation or any other location reasonably requested by the Company. Should you be requested by the client to move to a new site, you must notify the Company.

1.4 Duties and responsibilities

- (e) The duties and responsibilities relating to your position will be set out in your Assignment Confirmation.
- (f) The Company reserves the right to alter your duties and responsibilities from time to time.
- (g) On each occasion you work, you agree:
 - (i) to perform your duties, and any other duties the Company assigns to you from time to time, and to comply with all lawful directions given to you;

- (ii) to perform all duties competently, diligently and to the best of your ability at all times, and in accordance with any applicable laws;
- (iii) to use your best endeavours to promote and protect the interests of the Company;
- (iv) to devote the whole of your time and abilities during normal working hours and at other times as may be reasonably necessary for the proper performance of your duties and responsibilities;
- (v) comply with those policies and procedures of third parties that the Company is bound to comply with as communicated by the Company from time to time. However those policies and procedures do not form part of this employment contract.

(h) Unless otherwise agreed in writing, in the event that the Company alters your position, duties and responsibilities, reporting line, working hours, remuneration or location of your employment, the remainder of the terms set out in this employment contract continue to apply.

1.5 Fitness for work

- (a) You must not present for work under the influence of drugs and/or alcohol or be in any other way impaired or unfit for work.
- (b) The Company reserves the right to conduct random testing for alcohol and other drugs to assist in determining your fitness for work.
- (c) The Company reserves the right to have you medically assessed to determine your fitness for work.
- (d) A breach or failure to comply with clause 1.5(a) and 1.5(b) may result in the immediate termination of your employment.

1.6 Pre-existing injury

- (a) You must disclose to the Company any pre-existing injury or disease which may affect your ability to carry out your duties and responsibilities, or which may be exacerbated by the nature of the work that you will be performing.
- (b) If you fail to disclose, or make a false or misleading disclosure with regard to any pre-existing injury or disease from which you suffer or have suffered that could be affected by the nature of your employment with the Company, you may not be entitled to compensation under applicable workers' compensation legislation. This will include any compensation in relation to any recurrence, aggravation, acceleration, exacerbation or deterioration of the pre-existing injury or disease arising out of, or in the course of or due to the nature of your employment with the Company.

1.7 Evidence of competence

Your ongoing employment is conditional on you providing the Company with updated certificates and/or verifications of competence if requested by the Company.

1.8 Policies and procedures

You are required to comply with the Company's policies and procedures as are in place and as are amended from time to time. However, the policies and procedures do not form part of this employment contract.

1.9 Workplace surveillance

As a condition of using the Company's communication and information technology systems you consent to the Company carrying out continuous monitoring, recording and surveillance of all communications, and all use of, information technology systems and electronic resources (including telephone conversations, emails and internet access) in the course of your employment and when using resources of the Company outside work.

1.10 Work rights

Your ongoing employment is conditional on you having the right to work in Australia. The Company may require you to produce documents evidencing your right to work in Australia.

2 Hours

- (a) As a casual employee you will be requested to work as and when reasonably required by the Company.
- (b) Your hours of work will be set out in your Assignment Confirmation.
- (c) If you are unable to attend at work on any day that you have been rostered to work or if you will be late for work you must personally advise the Company / your Account Manager of your intended absence before the start of the working day or as soon as is reasonably practicable.

3 Rate of pay

3.1 Rate of pay

- (a) You will be remunerated in accordance with the applicable modern award (**Award**) unless you enter into an Individual Flexibility Agreement under the Award that provides otherwise.
- (b) Your Assignment Confirmation will notify you of your relevant level/classification under the Award and your hourly rate of pay which is inclusive of the casual loading provided under the Award.
- (c) The casual loading is paid to compensate you in lieu of NES entitlements not available to casual employees.
- (d) You may be entitled to other payments under the Award in addition to your hourly rate of pay. These will be outlined in your Assignment Confirmation

3.2 Pay

You will be paid weekly and your pay will be deposited directly into a bank account nominated by you. It is your responsibility to ensure your signed timesheet is sent in by 12 noon Monday to allow time for processing.

3.3 Authorised deductions from pay

- (a) If you are paid in excess of the amount owing to you in any one pay period, you authorise the Company to make appropriate deductions from your pay in the next pay period or agreed number of pay periods immediately following discovery of the overpayment.
- (b) To the extent permitted by law, during or on the termination of your employment, you authorise the Company to deduct from any payment for wages any amounts owed to the Company in respect of overpayment or personal-related expenses. Where the exact amount of any deduction is unknown at the time of payment, the Company may withhold a reasonable estimate of any amount owing and reconcile the amount withheld against any actual amount owing within 30 days of termination of your employment.

3.4 Set off

- (a) To the extent permitted by law, if any law, applicable modern award or other industrial instrument requires the Company to provide you with any benefit and/or any other applicable conditions under any legislation, applicable modern award or other industrial instrument (other than superannuation), you agree that:
 - (i) your hourly rate is set off against, is applied to and absorbs that benefit;
 - (ii) that benefit forms part of your hourly rate;
 - (iii) your hourly rate of pay will not change; and
 - (iv) without reducing your hourly rate, the Company may vary your hourly rate to incorporate that benefit.

4 Superannuation

- (a) The Company will make such superannuation contributions to a superannuation fund for your benefit up to the maximum contribution base as will avoid the Company being required to pay the superannuation guarantee charge under superannuation legislation with respect to you.
- (b) The current minimum superannuation contribution rate is 9.5%, which may change from time to time.

5 Leave

5.1 Leave entitlements

- (a) As a casual employee, you are not entitled to NES paid leave entitlements such as annual leave paid personal/carer's leave or paid compassionate leave. You are paid a casual loading rate in lieu of these entitlements.
- (b) You will be entitled to unpaid carer's leave, unpaid compassionate leave, unpaid parental leave, community service leave and long service leave (where eligible) in accordance with applicable legislation.

6 National Employment Standards

Should any term of this employment contract be less favourable to you than the National Employment Standards, the National Employment Standards will prevail over the term to the extent that the term is less favourable.

7 Confidentiality

- (a) For the purpose of this employment contract, confidential information includes details contained within your Assignment Confirmation (ie, Pay Rate), any patents (actual or pending), trade secrets, formulas, designs and the like relating to the business affairs of the Company, or any of its related entities, or any of their customers or clients or suppliers, or any person whose confidential information you access or obtain as a result of your employment. Without limitation, this includes any information concerning the accounts, marketing plans, sales plans, prospects, research, management, financing, products, inventions, designs, suppliers, clients, customers, management information systems, computer systems, processes and any data base, data surveys, client lists, customer lists, supplier lists, specifications, drawings, records, reports, software or other documents, material or other information whether in writing or otherwise concerning the Company, or any of its related entities, or any of their clients, customers or suppliers to which you have had access and also includes any confidential information which you obtain for or from any third party under the terms of any confidentiality agreement.
- (b) During the period of your employment or at any time thereafter you:
 - (i) will not use or disclose to any person any confidential information of or relating to the Company, or any of its related entities, or any of their customers or clients or suppliers, or any person whose confidential information you access or obtain as a result of your employment: and
 - (ii) will use your best endeavours to prevent the use or disclosure of that information by a third party.
- (c) You will not be in breach of this clause where the:
 - (i) use or disclosure is required by law or by the Company; or
 - (ii) confidential information is in the public domain through no fault of your own.

8 Intellectual property

- (a) Any intellectual property which is used, exploited, developed, conceived, created, discovered, produced or otherwise generated by you, either individually or otherwise during the period of your employment, which relates in any way to confidential information or other information or property of the Company or any of its related entities or your engagement as an employee of the Company or the Company's business is the sole and exclusive property of the Company or any of its related entities (as the case may be) and the Company or any of its related entities (as the case may be) own any right, title and interest to that intellectual property.
- (b) For the purpose of this employment contract, intellectual property means any ideas, inventions, discoveries, patents, patent applications, copyright, derivative works, trade marks, trade mark applications, service marks, improvements, trade secrets, know how, technical information, specification, product marketing and costing information and the like.
- (c) You must do all things as reasonably requested by the Company, including executing specific assignment documentation, to give effect to this clause.

9 Moral rights

- (b) The Company acknowledges and agrees that you may have the following rights in relation to Works that you are the author of:
 - (i) the right of attribution of authorship of that work;
 - (ii) the right not to have authorship of that work falsely attributed; and
 - (iii) the right of integrity of authorship of that work.
- (b) in relation to all Works that you are the author of, you consent to the Company doing or failing to do anything which might otherwise infringe the rights referred to above.
- (c) you acknowledge and agree that the consent given will continue after your employment with the Company ends or is terminated and that the consent is given genuinely.
- (d) for the purpose of this employment contract, Works means any literary or artistic work or other subject matter protected under the *Copyright Act 1968* (Cth) as amended from time to time.

10 Termination of employment

10.1 Termination without notice

The Company reserves the right to terminate your employment without notice in the event of serious misconduct or for any other reason that enables summary dismissal at law.

10.2 Termination on notice

As a casual employee the Company reserves the right to terminate you on an hour's notice.

10.3 Effect of termination

- (a) on termination of your employment, you must return all property of the Company in your possession (including but not limited to confidential information, keys, documents, computer files, work diaries and customer/client address lists).
- (b) where you have performed work on a home computer or personal laptop or personal mobile phone, you must provide to the Company reasonable access to these devices for the Company to confirm that all property of the Company and confidential information has been removed or deleted.
- (c) you acknowledge that your obligations under the confidentiality clause in this employment contract survive the termination of your employment.

11 General

11.1 Entire agreement

This employment contract, including the schedule and any annexures, constitutes the entire agreement between the parties about its subject matter and supersedes all previous communications, representations, understandings or agreements between the parties on the subject matter.

11.2 Severability

Any part or provision of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining part or provision will continue to be in force.

11.3 Governing law

You acknowledge and agree that this employment contract is governed by the laws in force in the State in which you are employed.

I agree to employment with **Trades Labour Hire Pty Ltd** on the terms and conditions set out in this employment contract, and agree that by commencing employment I have accepted the details outlined in my Assignment Confirmation for that assignment.

Signature: _____

Witness: _____

Date: _____

Signed on behalf of **TRADES LABOUR HIRE**

By:

Signature:

Witness:

Date:

**Fair Work**
OMBUDSMAN

Fair Work Information Statement

From 1 January 2010, this Fair Work Information Statement is to be provided to all new employees by their employer as soon as possible after the commencement of employment. The Statement provides basic information on matters that will affect your employment. If you require further information, you can contact the **Fair Work Infoline** on **13 13 94** or visit www.fairwork.gov.au.

► The National Employment Standards

The *Fair Work Act 2009* provides you with a safety net of minimum terms and conditions of employment through the National Employment Standards (NES).

There are 10 minimum workplace entitlements in the NES:

1. A maximum standard working week of 38 hours for full-time employees, plus 'reasonable' additional hours.
2. A right to request flexible working arrangements.
3. Parental and adoption leave of 12 months (unpaid), with a right to request an additional 12 months.
4. Four weeks paid annual leave each year (pro rata).
5. Ten days paid personal/carer's leave each year (pro rata), two days paid compassionate leave for each permissible occasion, and two days unpaid carer's leave for each permissible occasion.
6. Community service leave for jury service or activities dealing with certain emergencies or natural disasters. This leave is unpaid except for jury service.
7. Long service leave.
8. Public holidays and the entitlement to be paid for ordinary hours on those days.
9. Notice of termination and redundancy pay.
10. The right for new employees to receive the Fair Work Information Statement.

A complete copy of the NES can be accessed at www.fairwork.gov.au. Please note that some conditions or limitations may apply to your entitlement to the NES. For instance, there are some exclusions for casual employees.

If you work for an employer who sells or transfers their business to a new owner, some of your NES entitlements may carry over to the new employer. Some NES entitlements which may carry over include personal/carer's leave, parental leave, and your right to request flexible working arrangements.

► Right to request flexible working arrangements

Requests for flexible working arrangements form part of the NES. You may request a change in your working arrangements, including changes in hours, patterns or location of work from your employer if you require flexibility because you:

- are the parent, or have responsibility for the care, of a child who is of school age or younger
- are a carer (within the meaning of the *Carer Recognition Act 2010*)
- have a disability



- are 55 or older
- are experiencing violence from a member of your family or
- provide care or support to a member of your immediate family or household, who requires care or support because they are experiencing violence from their family.

If you are a parent of a child or have responsibility for the care of a child and are returning to work after taking parental or adoption leave you may request to return to work on a part-time basis to help you care for the child.

► **Modern awards**

In addition to the NES, you may be covered by a modern award. These awards cover an industry or occupation and provide additional enforceable minimum employment standards. There is also a Miscellaneous Award that may cover employees who are not covered by any other modern award.

Modern awards may contain terms about minimum wages, penalty rates, types of employment, flexible working arrangements, hours of work, rest breaks, classifications, allowances, leave and leave loading, superannuation, and procedures for consultation, representation, and dispute settlement. They may also contain terms about industry specific redundancy entitlements.

If you are a manager or a high income employee, the modern award that covers your industry or occupation may not apply to you. For example, where your employer guarantees in writing that you will earn more than the high income threshold, currently set at \$142,000 per annum and indexed annually, a modern award will not apply, but the NES will.

► **Agreement making**

You may be involved in an enterprise bargaining process where your employer, you or your representative (such as a union or other bargaining representative) negotiate for an enterprise agreement. Once approved by the Fair Work Commission, an enterprise agreement is enforceable and provides for changes in the terms and conditions of employment that apply at your workplace.

There are specific rules relating to the enterprise bargaining process. These rules are about negotiation, voting, matters that can and cannot be included in an enterprise agreement, and how the agreement can be approved by the Fair Work Commission.

You and your employer have the right to be represented by a bargaining representative and must bargain in good faith when negotiating an enterprise agreement. There are also strict rules for taking industrial action. For information about making, varying, or terminating enterprise agreements visit the Fair Work Commission website, www.fwc.gov.au.

► **Individual flexibility arrangements**

Your modern award or enterprise agreement must include a flexibility term. This term allows you and your employer to agree to an Individual Flexibility Arrangement (IFA), which varies the effect of certain terms of your modern award or enterprise agreement. IFAs are designed to meet the needs of both you and your employer. You cannot be forced to make an IFA, however, if you choose to make an IFA, you must be better off overall. IFAs are to be in writing, and if you are under 18 years of age, your IFA must also be signed by your parent or guardian.

► **Freedom of association and workplace rights (general protections)**

The law not only provides you with rights, it ensures you can enforce them. It is unlawful for your employer to take adverse action against you because you have a workplace right. Adverse action could include dismissing you, refusing to employ you, negatively altering your position, or treating you differently for discriminatory reasons. Some of your workplace rights include the right to freedom of association (including the right to become or not to become a member of a union), and the right to be free from unlawful discrimination, undue influence and pressure.

If you have experienced adverse action by your employer, you can seek assistance from the Fair Work Ombudsman or the Fair Work Commission (applications relating to general protections where you have been dismissed must be lodged with the Fair Work Commission within 21 days).

► **Termination of employment**

Termination of employment can occur for a number of reasons, including redundancy, resignation and dismissal. When your employment relationship ends, you are entitled to receive any outstanding employment entitlements. This may



include outstanding wages, payment in lieu of notice, payment for accrued annual leave and long service leave, and any applicable redundancy payments.

Your employer should not dismiss you in a manner that is 'harsh, unjust or unreasonable'. If this occurs, this may constitute unfair dismissal and you may be eligible to make an application to the Fair Work Commission for assistance. It is important to note that applications must be lodged within 21 days of dismissal. Special provisions apply to small businesses, including the Small Business Fair Dismissal Code. For further information on this code, please visit

Page 2 Fair Work Ombudsman ABN 43 884 188 232 www.fairwork.gov.au Fair Work Information Statement English
www.fairwork.gov.au.

► Right of entry

Right of entry refers to the rights and obligations of permit holders (generally a union official) to enter work premises. A permit holder must have a valid and current entry permit from the Fair Work Commission and, generally, must provide 24 hours' notice of their intention to enter the premises. Entry may be for discussion purposes, or to investigate suspected contraventions of workplace laws that affect a member of the permit holder's organisation or occupational health and safety matters. A permit holder can inspect or copy certain documents, however, strict privacy restrictions apply to the permit holder, their organisation, and your employer.

► The Fair Work Ombudsman and the Fair Work Commission

The **Fair Work Ombudsman** is an independent statutory agency created under the *Fair Work Act 2009*, and is responsible for promoting harmonious, productive and cooperative Australian workplaces. The Fair Work Ombudsman educates employers and employees about workplace rights and obligations to ensure compliance with workplace laws. Where appropriate, the Fair Work Ombudsman will commence proceedings against employers, employees, and/or their representatives who breach workplace laws.

If you require further information from the Fair Work Ombudsman, you can contact the **Fair Work Infoline** on **13 13 94** or visit www.fairwork.gov.au.

The **Fair Work Commission** is the national workplace relations tribunal established under the *Fair Work Act 2009*. The Fair Work Commission is an independent body with the authority to carry out a range of functions relating to the safety net of minimum wages and employment conditions, enterprise bargaining, industrial action, dispute resolution, termination of employment, and other workplace matters. If you require further information, you can visit the **Fair Work Commission** website, www.fwc.gov.au.

The Fair Work Information Statement is prepared and published by the Fair Work Ombudsman in accordance with section 124 of the *Fair Work Act 2009*.

© Copyright Fair Work Ombudsman. Last updated: July 2017.