



Casual Employee Coaches Agreement

Agreement between Sydney Uni Sport & Fitness (SUSF) and the

Sydney Uni _____ Club and _____
(Insert club sport here) (Insert coaches name here)

CONTACT DETAILS – Coach please complete all fields in this section

Address		
	Post Code:	
Home Phone		
Business Phone		
Mobile Phone		
Email		
Date of Birth		
Emergency Contact	Name:	
	Phone:	

TAXATION DETAILS – Coach please complete all fields in this section

Tax File Number		
Is this your main source of income?	Yes <input type="radio"/>	No <input type="radio"/>
Do you have a HECS debt?	Yes <input type="radio"/>	No <input type="radio"/>
Have you completed & submitted a "Tax File Number declaration" form?	Yes <input type="radio"/>	No <input type="radio"/>
Do you declare that this employment does not contravene visa restrictions about paid employment in Australia that apply to you.	Yes <input type="radio"/>	No <input type="radio"/>

BANKING DETAILS – Coach please complete all fields in this section

Bank Name (e.g. CBA, NAB)	
Bank Branch (e.g. Broadway)	
Account Name (e.g. Mr Joe Bloggs)	
Bank BSB No. (6 digits)	
Bank Account No.	



QUALIFICATIONS AND APPROVAL – Coach please complete all fields in this section

Qualifications

(copy of coach's certificates to be attached)

Is a Working with Children Prohibited Employment Declaration and Consent form attached?	Yes <input type="radio"/>	No <input type="radio"/>
I am satisfied the employee is appropriately qualified and/or experienced to carry out the proposed duties.	Yes <input type="radio"/>	No <input type="radio"/>
I am satisfied the employee and is an Australian citizen, permanent resident or has visa authorisation allowing this appointment	Yes <input type="radio"/>	No <input type="radio"/>
Term of appointment	Start:	Finish:

POSITION DETAILS – Coach please complete all fields in this section

No. of members or teams coached:	
Training days, matches or sessions the coach is due to attend:	
Total hours required to work:	
Total maximum remuneration for appointment period:	
Hourly rate (total remuneration divided by total hours required to work):	

Note: Gross Salary includes any superannuation, required under legislation.

Please note the coaches total remuneration will be paid in equal fortnightly installments by way of electronic transfer into the bank account nominated by the coach.

TOTAL REMUNERATION	SUSF CONTRIBUTION	CLUB CONTRIBUTION	TOTAL AMOUNT
			\$
Total salary agreed between coach and club:			\$

Note: Gross Salary includes any superannuation, required under legislation.



Casual Employee Coaches Agreement

We are pleased to confirm your engagement as a casual employee with Sydney Uni Sport & Fitness (SUSF, the Employer) on the terms and conditions set out in this agreement.

These terms and conditions are intended to apply on each and every occasion that you are engaged to perform services for SUSF regardless of the duties that you perform from time to time. For the purpose of clarity, each shift will be a discrete period of employment.

Your appointment will be subject to a successful Working with Children Check.

Below sets out the terms on which you are offered employment with us. Your conditions of employment are confidential between yourself and Sydney Uni Sport & Fitness and should not be discussed or disclosed to other staff except your SUSF manager and Club administrator.

CASUAL EMPLOYMENT AGREEMENT

Parties

1. Sydney Uni Sport & Fitness ABN 96 121 520 371 of University Sports & Aquatic Centre, Building G09, University of Sydney, New South Wales 2006 (Employer)
2. _____ of _____ [insert address] (Employee)

Background

- A. The Employer has offered the Employee (and the Employee has accepted) employment in the position of _____ [E.g. Level 3 Judo Coach] of the Employer on the terms and conditions contained in this Agreement.

Agreed Terms

1. Definitions and interpretation

(a) Definitions

In this Agreement:

Act means the Fair Work Act 2009 (Cth) as amended or replaced from time to time;

Agreement means this agreement including any schedules and any annexures;

Commencement Date means the date set out in Item 3 of the Schedule;

Employment means the Employee's employment by the Employer;

End Date means the date set out in Item 4 of the Schedule; and

Term means the term of this Agreement.



2. Position and Location

- (a) With effect from the Commencement Date, the Employer agrees to employ the Employee on a casual basis in the position of in accordance with the terms and conditions of this Agreement.
- (b) The Employee will be required to work from the University of Sydney campus or such other location or locations as the Employer or Club administrator may reasonably require.

3. Term

(a) Term

The Employment will commence on the Commencement Date and continue until the End Date unless terminated earlier by the Employer or the Employee in accordance with clause 13.

4. Duties and performance

(a) Duties

(a) During the Employment the Employee must:

- (i) Perform to the best of his/her abilities and knowledge, and in a proper and efficient manner, the duties set out in the position description (set out in Item 1 of the Schedule to this Agreement) together with such other duties as the Employer may reasonably require from time to time;
 - (ii) Perform the duties assigned to him/her by the Employer during ordinary work hours (which are from _____ [insert agreed hours e.g. 2 to 4pm]) on _____ [insert agreed days of work]. The total of these hours is _____ [insert total hours required to work over term of agreement].
 - (iii) During work hours, devote the whole of his/her time and attention to the Employer's business;
 - (iv) Act in the Employer's best interests; and
 - (v) Report to the _____ [insert Club administrator] or such person or persons as nominated by the Employer from time to time.
- (b) The Employee agrees at all times to comply with the requirements of safety legislation. The Employee will abide by all of the Employer's safety rules, regulations, policies and procedures.
- (c) If the Employee engages in any inherently dangerous conduct or conduct likely to cause injury to him/herself, other employees, clients or others, or otherwise breaches the Employer's safety rules, regulations, policies and procedures, this will result in disciplinary action which may include termination of employment.

5. Remuneration

The Employer will pay the Employee the following remuneration:

- (a) Total remuneration as set out in Item 5 of the Schedule to this Agreement. Your casual rate includes the minimum required casual loading; and
- (b) Superannuation as required under the Superannuation Guarantee (Administration) Act 1992 (Cth) into an approved fund nominated by the Employee, or in the absence of such nomination, into the Employer's default fund.



- (c) The Employee is not entitled to any other payments (including but not limited to minimum wages, loadings, allowances, overtime payments or penalty rates, or any legislated annual wage review increases to such payments) that may otherwise be applicable to you under any industrial instrument or at law, other than as set out in this letter of offer, as this remuneration has been calculated on an all-inclusive basis to compensate you for any such entitlements.
- (d) The Employee's total remuneration will be paid in equal fortnightly instalments by way of electronic transfer into a bank account or accounts nominated by the Employee.
- (e) All payments made under this Agreement will be subject to the deduction or withholding by the Employer of any amounts required under any law.

6. Policies

(a) Policies and Procedures Manual

- (i) The Employer maintains a number of policies on a range of issues which must be acknowledged and adhered to by the Employee. A copy of these policies is available from the SUSF Club Development Manager. The Employee agrees to remain familiar with this throughout their employment, and to comply with directives, policies and procedures as they operate from time to time.
- (ii) The Employer's policies and procedures may be amended or replaced by the Employer from time to time and the Employee agrees to adhere to any changes to these policies.

(b) Drugs and Alcohol

- (i) It is a condition of employment that the Employee will not at any time present for work evidencing consumption of alcohol or affected by drugs of addiction - a breach of this condition will be regarded as wilful misconduct for which action may be taken to summarily terminate Employment.
- (ii) The Employer provides a smoke-free workplace, and the Employee is required not to smoke whilst in the work environment.

(c) Anti-discrimination & Workplace Bullying

- (i) The Employee is required not to discriminate against fellow workers, clients, or the employees of clients, either to accept a favour or exercise a prejudice on any basis, nor to be party to any act of harassment against any person in the work environment. Management will take any complaint regarding sexual harassment or discrimination by any person, no matter how seemingly trivial, very seriously and all efforts will be made to resolve such disputes.
- (ii) The Employee is required to familiarise themselves with the Employer's policies and procedures on workplace bullying and harassment, and to strictly comply with the requirements of such policy.
- (iii) If the Employee feels they are being discriminated against or harassed in any way (including, but not limited to, sexual harassment), record the time, person and nature of the instance and immediately inform the Club Development Manager who will then discuss the complaint and decide if disciplinary action is required. All complaints will be treated with strict confidentiality.

(d) Dress

- (i) Employees are required to be at all times dressed in a clean, tidy and appropriate fashion, having regard to contemporary mores and the nature of your work duties. Your hair must be kept clean and tidy.



(e) **Attendance at Work**

- (i) In the event that the Employee does attend for work when required or does not perform the work that the Employer lawfully and reasonably directs, the Employee will not be paid for the time of non-attendance or non-performance of the work as directed.
- (ii) Should the Employee not attend for three successive work periods when required to perform work, and fail to advise the Employer for the reasons for the absences, the Employer will regard the Employee as having abandoned their employment without an intention to resume, with an effective termination date from the first day of such absence.

7. Non-disparagement

The Employee must not at any time:

- (a) disparage the Employer, any member of the Employer or any of their directors, officers or employees; or
- (b) make any statement or publication, whether oral or in writing, which brings, or is likely to bring, the Employer, any member of the Employer or any of their directors, officers or employees into disrepute or ridicule; or
- (c) make any statement or publication, whether oral or in writing, which may otherwise adversely affect the reputation of the Employer, any of their members, directors, officers or employees.

8. Leave

(a) **General**

Casual employees are entitled to unpaid leave in accordance with the Fair Work Act 2009 or other applicable legislation.

Please note that these leave entitlements arise from legislation and not from this agreement, and as such may change from time to time following any relevant legislative amendments.

(b) **Personal/carer's Leave**

Under the current legislation:

- (i) all casual employees are entitled to up to 2 days of unpaid carer's leave for each permissible occasion when you need to provide care or support to an Immediate Family Member or a member of your household who requires care or support because of a personal illness or injury or an unexpected emergency; and
- (ii) to be entitled to personal/carer's leave, the Employer may require the Employee to provide a medical certificate or other documentation to support the period of leave.

The Employee must notify the Employer as soon as practicable of a requirement to take unpaid personal/carer's leave.

(c) **Compassionate Leave**

Under the current legislation:

- (i) The Employee is entitled to 2 days of unpaid compassionate leave for each permissible occasion when an Immediate Family Member or a member of the Employee's household contracts or develops a seriously life-threatening personal illness or injury, or dies;



(ii) Compassionate leave is to be taken:

- (a) for the purposes of spending time with an Immediate Family Member or a member of the Employee's household who has a seriously life-threatening personal illness or injury; or
- (b) after the death of an Immediate Family Member or a member of Employee's household; and

(iii) to be entitled to compassionate leave, the Employer may require the Employee to provide evidence of the illness, injury or death.

The Employee must notify the Employer as soon as practicable of a requirement to take compassionate leave.

(d) Community Service Leave

Under the current legislation, casual employees are entitled to unpaid community service leave to participate in eligible community service activities (including jury service and voluntary emergency management).

The Employee must notify the Employer as soon as possible of your intention to take community service leave.

(e) Long service leave

The Employee will be entitled to long service leave in accordance with the Long Service Leave Act 1955 (NSW).

9. Confidential Information

During and after your employment, you must:

- (i) Keep secret and confidential all Confidential Information including but not limited to customer lists or customer requirements, price lists or pricing structures, marketing or sales information, business plans, financial information, contracts, details of the remuneration and performance assessment of SUSF's employees, any document marked "confidential" and any information which you have been told is confidential or which you might reasonably expect that we or our suppliers or customers would regard as confidential,
- (ii) Take all reasonable and necessary precautions to maintain the secrecy and prevent the disclosure of any Confidential Information;
- (iii) Not disclose any Confidential Information to any third party; and
- (iv) Not use any part of or make copies of any Confidential Information,

Except:

- (v) As reasonably required in the ordinary and proper course of your employment;
- (vi) To the extent required by law; or
- (vii) If the Employer's written consent is first obtained.

10. Intellectual Property Rights

The Employee:

- (i) must promptly disclose and presently assign to the Employer all existing and future Intellectual Property Rights including but not limited to copyright, patents, registered design, trademarks and the right to have Confidential Information kept confidential and any application or right to apply for registration of any of those rights. in any materials generated, discovered, invented, improved or developed by the Employee in the course of employment (whether alone or with others and whether during regular hours or otherwise);



- (ii) acknowledge that by virtue of this clause, all existing and future Intellectual Property Rights are vested or will vest in the Employer; and
- (iii) must at the Employer's request and at its expense do all things as may be necessary to confirm or perfect the Intellectual Property Rights assigned under this clause.

11. Surveillance and Security

- (a) The Employees use of SUSF computers and network, including use of email and the internet, may be monitored and reviewed on an ongoing and continuous basis. Privileges of such use are in accordance with University of Sydney, University Wide Information System (UWIS) Policy and other policies that govern the Information and Communication Technology Resource.
- (b) The Employer's sites and properties are under ongoing and continuous monitoring through the use of video camera surveillance.

12. Privacy

- (a) The Employee consents to the Employer collecting and using personal information and sensitive personal information as defined in the Privacy Act 1988 (Cth) for any purpose relating to employment with the Employer. The personal information will be held in a secure location.
- (b) The Employee also consents to the Employer disclosing personal information and sensitive personal information about the Employee to other persons for reasons relating to your employment or for the Employer's business requirements. These persons include but are not limited to 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.

13. Termination

(a) Termination

The Employee's employment terminates at the end of each engagement and recommences at the start of each engagement.

The Employer may terminate the Employee's employment summarily in circumstances including but not limited to:

- (i) The Employee disobeys or refuses to carry out a lawful direction of the Employer;
- (ii) The Employer determines that the Employee has engaged in serious misconduct, including, without limitation, committing any act of dishonesty, fraud, theft or wilful breach of duty or company policy; serious or wilful neglect in the performance of their duties; being intoxicated at work; or engaging in conduct that causes risk to a person's health and safety or to the Employer's reputation, viability or profitability, or committing a material breach of this Agreement;
- (iii) The Employee is convicted of an offence precluding or inhibiting the further performance of Employee duties;
- (iv) The Employee ceases to be legally entitled to perform work in Australia; or
- (v) For any other reason determined by the Employer.



(b) Obligations on Termination

If the Employee's employment is terminated for any reason, then:

- (i) the Employer may set off any amounts the Employee owes the Employer against any amounts the Employer owes the Employee at the date of termination except for amounts the Employer is not entitled by law to set off; and
- (ii) the Employee must immediately return all property of the Employer, its related bodies corporate and their clients or customers (including property leased by the Employer and/or its related bodies corporate) to the Employer including but not limited to all documents, Confidential Information, software, computers, credit cards, keys and vehicles.

14. Continuing Application of Terms and Conditions

The terms and conditions in this letter of offer will continue to apply to each engagement of the Employee by the Employer as a casual employee notwithstanding any change to (for example) position, duties, hours of work, remuneration or location, unless otherwise agreed in writing between the Employer and the Employee.

15. Survival of obligations

The Employee's obligations under clause 9 - Confidential Information, clause 10 - Intellectual Property and clause 13 Termination survive the termination of employment.

16. Warranty

The Employee warrants that they are able to accept this offer of casual employment and that they are not subject to any restrictions preventing them from accepting this offer of employment.

17. Waiver

Any failure or omission by the Employer at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights of the Employer to avail itself of the remedies it may have in respect of any breach of any provision.

18. Entire Agreement

The terms and conditions contained in this letter of offer constitute the entire agreement of the parties with respect to its subject matter. It supersedes all prior agreements, understandings, arrangements and negotiations in respect of your employment.

19. Variation

The terms and conditions set out in this Agreement may not be modified, varied or changed in any way except in writing and signed by both parties.



SCHEDULE

Item 1: Position Description and Duties

1.1 The Employee is responsible for performing the following duties during the course of the Employment:

- (i) acting as the _____ [insert role] of the Employer;
- (ii) Providing a written report to the Club at the conclusion of the coaching period
- (iii) _____
- (iv) _____
- (v) _____
- (vi) _____
- (vii) _____
- (viii) _____

Item 2: Club Responsibilities

During the term of the agreement the Employer will:

- (a) Ensure that the Coach is informed of the competition draw/activity dates/club functions.
- (b) Advertise and inform all members of the training/instruction sessions and endeavor to have all club members attend.
- (c) Supply all necessary training equipment.
- (d) Book any venues required for activities.
- (e) Inform the Coach of selection trial dates.
- (f) Inform the Coach of special events/competitions/AUG/AUC competitions.
- (g) Ensure that members are informed of the Coach's programme or any special instructions.

Item 3: Commencement Date

Item 4: End Date

Item 5: Total Remuneration For Term of Agreement

\$_____ per annum including superannuation

Executed as an Agreement

High Performance Manager, Sydney Uni Sport & Fitness

Date

Club representative, Sydney Uni _____(sport) Club

Date

I, _____ (coach) acknowledge the offer made, understand the matters contained therein and accept such offer on the terms and conditions therein set down.

Signature

Date