

Unitemps Employment Contract (On-Hire) Casual

BETWEEN

Employer: Unitemps, Griffith, operated under franchise by Griffith University, 170 Kessels Road, NATHAN, QLD 4111, (ABN 78 106 094 461)

AND

Employee: The Employee named in Schedule A to this Agreement

Issue Date:

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ATTACHMENTS Fair Work Information Statement
Assignment brief

1. DEFINITIONS AND INTERPRETATION

Unless otherwise specified the following words shall have the following meaning:

Agreement	means this contract
Assignment(s)	means the project or the services to be performed for a Client of the Employer as identified in an Assignment brief
Assignment brief	means a description of the work to be performed in a specific assignment (in the form set out in Schedule A hereto) which will be issued to you at the start of each assignment
Contract	means this contract

Client	means a client of the Employer with whom the Employer has an agreement to provide on-hire worker services and to whom the Employee may be assigned to work from time to time
FW Act	means <i>Fair Work Act 2009 (Cth)</i>
NES	National Employment Standards as set out in the FW Act.
Parties	means the Employer and Employee
we/us/our	means the Employer
you/your	means the Employee

2. DURATION AND SCOPE OF THE AGREEMENT

- 2.1 This Agreement shall commence on the date specified in the Assignment brief.
- 2.2 You will be engaged to perform work in the position and for the purposes as specified in the Assignment brief on a casual basis, as and when required.
- 2.3 You will be deemed, by your conduct, to have accepted the terms and conditions of this Agreement, regardless of whether you have signed it, upon the commencement of an Assignment with a Client.
- 2.4 The terms and conditions of any Assignment will be confirmed within a separate Assignment brief which shall be issued to you prior to the commencement of an Assignment. The commencement of an Assignment will be taken as an implied acceptance of the terms and conditions of that particular Assignment as contained within the applicable Assignment brief.
- 2.5 This Agreement shall apply to all Assignments performed by you and there shall be no actual, or implied, contractual relationship between the Parties in between Assignments other than any ongoing obligations and covenants contained within this Agreement.
- 2.6 This Agreement, together with any Assignment brief relating to a particular Assignment, shall form the terms and conditions of your casual employment.
- 2.7 This Agreement shall be read in conjunction with the National Employment Standards set out in the FW Act, which are summarised in the attached Fair Work Information Statement and any modern award or enterprise agreement as specified in the Assignment brief. The terms of the NES, modern award or enterprise agreement are not incorporated into this Agreement. Where there is any inconsistency between the Agreement, Assignment brief and any modern award or enterprise agreement, the provisions of this Agreement will prevail to the extent that they are more generous.

3. EMPLOYMENT STATUS AND ENGAGEMENT

- 3.1 You are employed as a casual (on-hire) employee, which means that:
- a) you are employed as a casual employee. There is no guarantee of ongoing regular work and nothing in this Agreement or Assignment brief is intended to imply that your employment is ongoing;
 - b) you shall receive a casual loading, as per modern award or enterprise agreement if eligible, in lieu of paid leave, redundancy pay and other entitlements associated with permanent employment;
 - c) this Agreement governs the terms and conditions of employment on each occasion you work for us, as if you had signed it on that day. You will be deemed to have accepted the terms of this Agreement if you accept an Assignment with our Client, after having received a copy of this Agreement.
 - d) the termination of an Assignment for whatever reason does not of itself constitute the termination of your employment; Each time you work will be a separate engagement and a separate period of employment.
 - e) we may direct where and how you perform work on any particular Assignment;
 - f) we may change or terminate an Assignment without reason;
 - g) you have no right to ongoing employment, or the continued engagement upon a particular Assignment;
 - h) we are under no obligation to offer you any future Assignment;
 - i) we are under no obligation to offer the same or similar terms and conditions when commencing a new Assignment, or undertaking a new position within an existing Assignment;
 - j) we retain ultimate control over your employment including all matters associated with your conduct and performance while working an Assignment;
 - k) you are required to comply with all reasonable instructions issued by an authorised representative of the Client, as specified in the Assignment brief so as to facilitate the proper performance of the Assignment;
 - l) the employment relationship is and remains between the Parties to this Agreement and no employment relationship exists, or shall be created, between you and any Client; and
 - m) you are expected to use your best endeavours to perform the duties, responsibilities and obligations contained in the Position/s set out in the Assignment brief. We may direct you to perform additional or alternative duties and obligations from time to time and you are expected to use your best endeavours to comply with such directions.

3.2 Entitlement to Work in Australia

This Agreement is subject to you being authorised to work in Australia. If at any time during your employment you cease to legally be entitled to engage in paid work in Australia, your employment will terminate immediately.

4. TERMINATION OF EMPLOYMENT

- 4.1 As a casual employee, you are not entitled to notice of termination of employment.
- 4.2 Upon the termination of your employment for whatever reason, or earlier upon request, you shall immediately return any and all documents, publications, manuals, uniforms and other property whatsoever which is in your possession as a consequence of that employment.

5. HOURS OF WORK

- 5.1 As a casual employee, your hours of work may vary on a week to week basis, as agreed between you and us, and as set out in each Assignment brief.

Your ordinary hours of work will not exceed the standard weekly hours, stipulated by modern award or enterprise agreement if eligible and visa restriction if any.

- 5.2 Any approved additional hours you are eligible to work, shall be paid at your applicable ordinary hourly rate provided in clause 6 of this Agreement or as otherwise set out in the Assignment brief.

6. REMUNERATION

- 6.1 You shall be advised in writing, prior to the commencement of an Assignment of the applicable hourly rate of pay for the work being performed set out in the Assignment brief. This hourly rate shall be not less than the minimum modern award rates or industrial instrument applicable to the work being performed or, in the absence of an applicable award, the national minimum wage. This hourly rate of pay shall be inclusive of any applicable casual loading. The Assignment brief will specify whether your remuneration is or is not inclusive of casual loading.
- 6.2 We will pay your wages into your nominated bank account on a fortnightly basis. We reserve the right to alter or vary the frequency of any such payments at our sole discretion subject to the provision of one month's notice.
- 6.3 The payment of a particular rate of pay on a particular Assignment does not give rise to a right to the ongoing payment of this rate of pay on future alternative Assignments.
- 6.4 If your employment is deemed or determined to be upon anything other than upon a casual basis, we reserve the right to offset against all amounts or entitlements owing to you as a result of such deeming or finding, the difference between the amount(s) paid to you based upon your hourly rate together with any casual loading and the amount(s) that would have been payable to you had you been paid at the minimum hourly rate required by law.
- 6.5 We may rely upon the remuneration paid to you to offset against and absorb any existing or newly introduced benefits to which you are or may become legally entitled (including but not limited to minimum weekly wages, allowances, penalty rates, premiums, pay period specifications, overtime loadings and payment of a like nature) under any legislation, industrial instrument or modern award.

7. SUPERANNUATION

- 7.1 We will make any superannuation contributions on your behalf under the *Superannuation Guarantee Charge Act 1992 (Cth)*.
- 7.2 Any such superannuation contributions will be remitted to either a complying fund nominated by you, or a complying default fund nominated by us in the event that you fail to nominate a complying fund. A 'Choice of Superannuation Fund' form will be provided to you prior to your commencement.

8. DEDUCTIONS

We will be entitled and you authorise us to deduct from your remuneration, during your employment or upon the termination of your employment:

- (a) any overpayment in monies;
- (b) any amount that we are legally obliged to deduct;
- (c) any amount in respect of which you have provided prior written authority; and
- (d) any amount for loss or damage to us or our property which you have caused.

9. LEAVE

- 9.1 As a casual employee you are not entitled to paid annual leave or personal/carer's leave.
- 9.2 You shall be entitled to unpaid carers' leave, compassionate leave, community service and parental leave in accordance with the NES contained within the FW Act and any applicable modern award or enterprise agreement referred to in your Assignment brief.
- 9.3 You shall be entitled to long service leave, where applicable, in accordance with the NES and relevant legislation.

10. PUBLIC HOLIDAYS

- 10.1 You are entitled to be absent from work on public holidays. You will not be entitled to payment for that day.
- 10.2 For details of public holidays refer to government gazetted public holidays in the relevant state or territory in which work is being performed.
- 10.3 You may be required to perform work on public holidays from time to time to satisfy the conditions of an Assignment. You shall not be deemed rostered to work on a public holiday unless expressly directed to do so by us
- 10.4 All hours worked on a public holiday shall be paid not less than the minimum modern award or industrial instrument rates as specified in the Assignment brief.

11. READINESS FOR ASSIGNMENTS

- 11.1 You authorise and consent to us completing, at our sole discretion, identity checks, right to work checks, a criminal record or police check, qualification checks, and/or any other additional reference checks prior to considering whether to offer you a new Assignment or Assignment position.
- 11.2 Medical Assessments
 - (a) We may direct you to undergo a medication examination or investigation by a qualified medical practitioner or other health care professional appointed by us at any time, either before or during your employment, if in our reasonable opinion there is a valid reason (such as whether you are fit for work).
 - (b) you agree to attend and fully cooperate in such medical examinations as required.
 - (c) You agree to a report of the examination and/or results of the investigation being made available to us.

12. HEALTH AND SAFETY

- 12.1 You must comply with the requirements of the relevant work health and safety legislation in the State or Territory in which you are working. This includes obeying all lawful instructions and complying with any lawful rules, processes and procedures as amended from time to time.
- 12.2 You must take care of your own health and safety at work and the health and safety of other persons who may be adversely affected by your acts or omissions in the workplace.
- 12.3 You must advise us of any change in your capacity, either physical or psychological, to work safely and without risk to health, including but not limited to any injury, illness or medication you are taking (prescribed or otherwise).
- 12.4 You must notify us if any party requests or directs you to perform unsafe tasks.
- 12.5 You must immediately report to us and to the authorized representative specified in the Assignment brief any hazard and near miss that you observe in the workplace.
- 12.6 You must immediately report to the authorised representative specified in the Assignment brief and us any illness or injury which you have sustained in the course of your employment
- 12.7 We may at our sole discretion, direct you to complete a medical assessment either prior to the commencement of your employment, or during the course of your employment, where it is reasonably required to determine your capacity to perform work safely and without risk to health and safety.

13. OBSERVANCE OF POLICIES AND PROCEDURES

- 13.1 You are required to read, understand and comply with our policies, or those of a Client, which apply to your employment or Assignment as varied and amended from time to time. You acknowledge and agree that any such policies and procedures take effect as if directions given by us and not as mutually enforceable obligations.
- 13.2 Where there is any inconsistency between our policies and procedures and those of a Client, our policies and procedures shall override those of the Client to the extent of the inconsistency, unless otherwise agreed.
- 13.3 Any policies, procedures or practices are not incorporated into this Agreement. To the extent that these policies, procedures and practices impose any obligations on us, they are intended to be guidelines only.

14. EMPLOYEE NOTIFICATION

- 14.1 You will promptly notify us of any grievances in relation to an Assignment, or your employment more generally. You shall not raise any such grievance directly with a Client except in instances which relate to a direct and imminent threat to your health and safety or that of another person.
- 14.2 You must notify us as soon as reasonably possible of any offer of employment made to you by a Client, or of any approach made to you by a Client concerning the possibility of direct employment.

14.3 You must notify us by telephone of your inability to attend work or commence work on time as soon as possible prior to the commencement of any shift. Notification by text or email is expressly prohibited.

14.4 You will immediately notify us of any damage to property or injury you have caused to others in the course of employment and/or an Assignment.

14.5 You will notify us as soon as reasonably possible of any change to personal details relevant to the maintenance of accurate employment records.

14.6 You will notify us of any and all hours worked on an Assignment including any hours worked over and above those outlined within an Assignment brief.

14.7 You will notify us, as soon as reasonably possible, of any decision to commence work for any other party which may reasonably be considered a competitor of ours, or a Client. For the purposes of this clause a competitor shall be viewed as any organisation which currently provides, or is proposing to provide, the same products or services as us or a Client.

14.8 You must notify us of any incident or illness incurred whilst at the workplace or on your journey to work as soon as practicable and report it through the GSafe system.

14.9 You must adhere at all times to Griffith University's code of conduct and the code of conduct of the Client with whom you are placed.

15. TIMESHEETS

15.1. You shall complete and submit an online timesheet as directed by us and in line with timesheet deadlines in order to be paid accurately and on time.

15.2. Timesheets must include all hours worked by you, including any hours under or above the ordinary hours specified in the Assignment brief.

15.3. The submission of any false, misleading or incomplete timesheets is viewed as serious misconduct and may result in the termination of your employment without notice.

16. DRESS

You shall present for work in professional dress and appearance, appropriate to the particular work context and shall dress in accordance with any reasonable directions given by us or our Client.

17. CONFIDENTIALITY AND OWNERSHIP

17.1 Ownership of all inventions, improvements, designs, creations, developments and all other intellectual property relating to or deriving from any of the work performed by you shall at all times remain our property or that of the relevant Client.

17.2 You acknowledge and agree that during the course of your employment you will learn confidential information about our business and that of a Client. All matters pertaining to our business, or that of a Client, must be kept strictly confidential.

17.3 These obligations apply both during and after the termination of your employment for whatever reason. Failure to strictly comply with this ongoing obligation may result in disciplinary action, which may include termination of an Assignment or

your employment or your eligibility to remain a Unitemps candidate.

17.4 For the purpose of this clause, confidential information shall include any information that is not available to the public.

18. DECLARATIONS

18.1 You warrant that:

- You have received a copy of, read and understood this Agreement;
- You have been advised of the right to seek independent advice about this Agreement and have been given a reasonable opportunity to do so;
- All information supplied to us with respect of your employment, including qualifications and resume, is accurate in all respects and that you have not mislead or deceived us in relation to the information supplied;
- You have not omitted or failed to disclose any information to us which may reasonably be considered to be relevant to your employment under this Agreement
- You have disclosed all information which may have materially affected our decision to employ you;
- You have disclosed any injuries or illnesses that may affect your ability to perform the duties under this Agreement.

18.2 You acknowledge that we have relied on these declarations in making our decision to employ you.

18.3 You acknowledge that we may direct you to undertake a formal verification of your qualifications, skills and experience, at any time either before or during your employment.

18.4 You acknowledge that we may cancel or terminate this Agreement if any of the warranties in clause 18.1 are misleading, untrue or incomplete.

19. GOVERNING LAW

This Agreement is governed by the Australian federal, State and local laws. Any parties can submit to the relevant jurisdiction in relation to any disputes concerning this Agreement.

20. SIGNATURE

I confirm that I have read, understood and accept the terms of employment with you contained in the Contract and its Schedules:

FOR THE EMPLOYEE:

Signed _____

Date _____

Signed (Witness) _____

Witness Name (Printed) _____