



# WORKFORCE EXTENSIONS -MONBULK On-Hire Casual Employment Contract

## PARTIES

**Employer:** Philtrich P/L trading as Workforce Extensions – Monbulk. 87 Main Road Monbulk, Vic 3793

## AND

**Employee:** The Employee named in the Signatories Clause of this Agreement

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## 1. DEFINITIONS

<b>Act</b>	means the Fair Work Act 2009, as applicable.
<b>Agreement</b>	means this contract of employment.
<b>Assignment/s</b>	means the project or the services to be performed for a Client of the Employer as identified in a SAC.
<b>Client of the Employer</b>	means a Client of the Employer as defined under this agreement, with whom the Employer has an agreement to provide on-hired employees and to whom the Employee may be assigned to work from time to time.
<b>Employee/s'</b>	means Employee/s of the Employer covered by this agreement.
<b>Employer</b>	means The Employee named in the Signatories Clause of this Agreement
<b>NES</b>	National Employment Standards
<b>Workplace Law</b>	means an award, modern award (and any individual flexibility arrangement made under a modern award), industrial instrument, workplace agreement (and any individual flexibility arrangement made under an enterprise agreement), rule, order or legislative requirement which, but for this Agreement, would govern your employment.
<b>Parties</b>	means the Employer and Employee.
<b>Regulations</b>	means the Fair Work Act 2009 (C'th) Regulations, as applicable.
<b>SAC</b>	means Summary of Assignment Conditions
<b>You/your</b>	means the Employee.

## 2. DURATION AND SCOPE OF THE AGREEMENT

- 2.1 This Agreement shall commence when the Employee commences work for the Employer on assignment with a Client of the Employer. The Employee will be deemed to have accepted the terms of this Agreement, regardless of whether the Employee has signed it, if the Employee accepts an assignment with a Client of the Employer after having received a copy of this Agreement.
- 2.2 This Agreement shall apply to all work performed by the Employee on assignment with a Client of the Employer.
- 2.3 This Agreement and any SAC issued to the Employee from time to time in relation to an assignment with a Client of the Employer shall form the terms and conditions of the Employee's employment.
- 2.4 This Agreement shall be read in conjunction with any Workplace Law that applies to the employment of the Employee however they shall not form a part of, or be read in to this Agreement, in any way whatsoever. Where there is any inconsistency between this Agreement and any Workplace Law the Workplace Law shall apply to the extent of the inconsistency. For the avoidance of doubt, *Workplace Law* shall include any individual flexibility arrangement made in accordance with a modern award or enterprise agreement.
- 2.5 If the provisions of any Workplace Law apply to any employment entered into in accordance with this Agreement, then so far as is permissible at law, they are not to be implied or imported into this Agreement or any other contract of employment entered into in

accordance with this Agreement, but apply to such employment separately and of their own force.

- 2.6 If the provisions of any Workplace Law requires the payment or grant to the Employee of any amount by or of wages, penalties, allowances, benefits, contributions, or any other entitlement whatsoever, whether financial or non-financial in nature, the same will, to the maximum extent permitted by law, be absorbed in and set off against the remuneration in this Agreement and the rates, entitlements and benefits set out in the job description and SAC that applies under this Agreement.

### **3. EMPLOYMENT STATUS AND ENGAGEMENT**

3.1 The Employee is employed as a casual on-hired employee, which means that:

- a) The Employee is employed as a casual employee.
- b) The Employee receives a casual loading as specified in the SAC, in lieu of paid leave, redundancy pay and other entitlements associated with permanent employment.
- c) This Agreement governs the terms and conditions of employment for every assignment performed by the Employee for the Employer.
- d) Termination of an assignment by the Employer does not of itself constitute termination of employment.
- e) The Employer may direct where and how the Employee shall perform work on any particular assignment.
- f) The Employer may change or terminate assignments of the Employee without reason and the Employee has no right to ongoing employment on any particular assignment.
- g) There is no obligation upon the Employer to offer future or ongoing assignments to the Employee.
- h) There is no obligation upon the Employer to offer the same or similar terms and conditions of assignment when commencing a new assignment, or a new assignment position within an existing assignment.
- i) The Employer retains ultimate control of the Employee in relation to the performance of work on assignment or otherwise.
- j) The Employee shall receive and comply with day-to-day instructions issued by authorised representatives of Clients of the Employer so as to facilitate the performance of the contract for services between the Employer and any Client of the Employer.
- k) The employment relationship is and remains between the parties to this Agreement and no employment relationship exists or shall be created between the Employee and any Client of the Employer to whom the Employee may be assigned to perform work.
- l) Any right, entitlement or benefit or privilege that accrues in respect of service will accrue in accordance with the relevant law that governs that service.

3.2 A SAC may be provided to the Employee in writing or verbally and may be varied from one assignment to another and one assignment position to another at the discretion of the Employer.

3.3 Any SAC provided to the Employee shall stand alone and shall not be imported or read into this Agreement in any way whatsoever.

### **4. TERMINATION OF EMPLOYMENT**

- 4.1 Unless otherwise agreed in writing, the Employee may terminate the employment relationship by giving one hour's notice of his or her intention to terminate.
- 4.2 Unless otherwise agreed in writing, the Employer may terminate the Employee's employment by giving one hour's notice, or payment in lieu of notice.
- 4.3 Nothing in this Agreement shall affect the right of the Employer to dismiss an Employee without notice where the Employee is guilty of serious misconduct. For the purposes of this clause, serious misconduct includes:
- (a) Wilful, or deliberate, behaviour by an Employee that is inconsistent with the continuation of employment, including:
    - (i) theft;
    - (ii) fraud (including falsifying time records);
    - (iii) assault;
    - (iv) attendance at the workplace under the affects of prohibited drugs or alcohol;
    - (v) the Employee refusing to carry out the Employer's lawful and reasonable instruction; or
    - (vi) the Employee not complying with the policies and procedures of the Employer or Client of the Employer; or
  - (b) Conduct that causes imminent, and serious, risk to:
    - (i) the health, or safety, of a person, including the Employee; or
    - (ii) the reputation, viability or profitability of the Employer's business.
- 4.4 Employees absent from work for a period of three consecutive rostered shifts without the consent of the Employer and without notification to the Employer shall be deemed to have terminated their employment by abandonment.
- 4.5 Upon termination of employment, the Employee shall immediately return all documents, publications, manuals, corporate uniforms and other property, which are in the Employee's possession, whether such be in hard copy or soft copy, as a consequence of that employment.
- 5. HOURS OF WORK**
- 5.1 Ordinary hours of work for Employees will not exceed 38 hours per week, on average over 26 weeks or as provided within any Workplace Law.
- 5.2 Additional hours of work are all hours worked outside ordinary hours. An Employer may require an Employee to work reasonable additional hours in accordance with the Act.
- 5.3 All additional hours shall be paid at the Employee's applicable ordinary hourly rate provided in clause 6 of this Agreement unless otherwise agreed in advance and in writing or as required by an industrial instrument such as an award or workplace agreement applying to the Employer. Nothing in this Agreement imports the terms of an award or industrial instrument in to this Agreement.
- 6. REMUNERATION**
- 6.1 When performing work on assignment for a Client of the Employer, the Employee shall receive an hourly rate of pay that is not less than the relevant minimum rate of pay within any Award applicable to the work being performed or, in the absence of an applicable Award, the National Minimum Wage.
- 6.2 The Employee shall be advised verbally and/or in writing of the applicable hourly rate of pay for the work being performed and this shall occur prior to the commencement of work on any particular assignment. Such hourly rate of pay shall be inclusive of any applicable casual loading.

6.3 The payment of a rate of pay on any particular assignment shall not provide the Employee with any right to continuing payment of such rate of pay on alternative assignments.

6.4 If the Employee's employment is deemed or found to be other than on a casual basis, the Employer may set off against all amounts or entitlements owing to the Employee as a result of such deeming or finding, the difference between the amount(s) paid to the Employee based on the Employee's hourly rate together with any casual loading and the amount(s) that would have been payable to the Employee had the Employee been paid at the minimum hourly rate required by law.

## **7. LEAVE**

7.1 The Employee shall be entitled to unpaid carers' leave and parental leave in accordance with the NES.

7.2 The Employee shall be entitled to long service leave, where applicable, in accordance with the relevant legislation.

## **8. PUBLIC HOLIDAYS**

8.1 The following days are public holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other government gazetted public holidays in the relevant state or territory in which the work is being performed.

8.2 The Employee may be required to perform work on public holidays from time to time in accordance with the provisions of the Act.

8.3 The Employee is only entitled to payment for time actually worked on a public holiday.

8.4 All hours worked on a public holiday in clause 8.1 of this Agreement shall be paid at the Employee's applicable ordinary hourly rate provided in clause 6 of this Agreement unless otherwise agreed in advance and in writing or as required by an industrial instrument such as an award, NAPSA or workplace agreement applying to the Employer. Nothing in this Agreement imports the terms of an industrial instrument in to this Agreement.

8.5 The Employee shall not be deemed to be rostered to work on a public holiday unless directed verbally or in writing by the Employer.

## **9. SUPERANNUATION**

The Employer will comply with its obligations under the appropriate legislation relating to the remittance of superannuation contributions. All such contributions will be remitted to the complying fund nominated by the Employee, and of which the Employee advises us, prior to signing the Agreement. If no such fund is nominated by the Employee, then such contributions will be remitted into any complying fund nominated by us. The amount of all such superannuation contributions will form part of the Employee's remuneration.

## **10. READINESS FOR ASSIGNMENTS**

The Employee authorises the Employer to complete, at the Employer's discretion, a criminal record or police check, qualification checks and/or any additional reference checks prior to considering whether to offer the Employee a new Assignment or Assignment position.

## **11. OCCUPATIONAL HEALTH AND SAFETY**

11.1 The Employee must use his or her best endeavours to comply with the requirements of the relevant occupational health and safety legislation in the State or Territory in which the Employee is working. This includes obeying lawful instructions and complying with lawful rules, processes and procedures of the Employer and Clients of the Employer.

11.2 The Employee must advise the Employer of any change in his or her capacity, physical or psychological, to work safely and without risk to health, including but not limited to any injury, illness or medication he or she is taking (prescribed or otherwise).

11.3 The Employee must notify the Employer if a Client of the Employer requests or directs the Employee to perform duties that are outside of the job or assignment description provided by the Employer. The Employee must not commence any such new duties prior to obtaining authority from a representative of the Employer.

11.4 The Employer may at their discretion, direct the Employee to complete a medical assessment prior to the commencement of a new assignment or in the course of an existing assignment where it is reasonably required to determine the capacity of the Employee to perform work on assignment safely and without risk to health.

## **12. OBSERVANCE OF POLICIES AND PROCEDURES**

12.1 The Employee shall observe all policies and procedures as changed from time to time of the Employer and Clients of the Employer where such policies and procedures have been brought to the attention of the Employee. The Employee acknowledges that the policies take effect as directions given by the Employer and not as mutually enforceable obligations.

12.2 Where there is any inconsistency between policies and procedures of the Employer and those of Clients of the Employer, the Employer's policies and procedures shall override those of the Client of the Employer to the extent of the inconsistency, unless otherwise agreed or stated.

## **13. PAYMENT OF WAGES**

13.1 The Employer shall electronically deposit the Employee's wages into a financial institution account nominated by the Employee. Wages shall be paid in arrears.

13.2 Wages shall be deposited on a weekly basis, unless the payment of such wages is delayed owing to circumstances beyond the control of the Employer. Circumstances beyond the control of the Employer may include but not be limited to the following:

- a) Electronic malfunction on behalf of the Employer or the Employees nominated financial institution; or
- b) Failure by the Employee to complete time sheets in accordance with instructions provide by the Employer or Clients of the Employer.

## **14. EMPLOYEE NOTIFICATION**

14.1 The Employee will notify the Employer of any grievances in relation to an assignment or employment. The Employee shall not raise such grievance with a Client of the Employer unless authorised by the Employer, or where it relates to threats to health and safety of the Employee.

14.2 The Employee must notify the Employer as soon as reasonably possible of any offer of employment made to the Employee by the Client of the Employer or any approach to the Employee by the Client of the Employer to discuss potential employment with the Client.

14.3 The Employee must notify an appointed representative of the Employer of any inability to attend work or commence work on time at least one hour prior to the commencement of any shift. A message left on a mobile telephone and/or notification to a fellow employee or the Client of the Employer shall not constitute notification in accordance with this clause.

14.4 The Employee will immediately notify the Employer of any damage to property or injury caused to others by the Employee in the course of employment and/or an assignment.

The Employee will notify the Employer, as soon as reasonably possible, of any change to personal details relevant to maintenance of employment and employment communications.

14.5 The Employee will notify the Employer of all and any hours worked on assignment including any hours worked over and above those outlined in the SAC.

14.6 The Employee will notify the Employer, as soon as reasonably possible, of any decision to commence work for an employer or principal where such new employer may reasonably be considered a competitor to the Employer or any Client of the Employer. A competitor to the Employer or any Client of the Employer shall be any organisation or body which currently provides, or is proposing to provide, the same products or services as the Employer or Client of the Employer.

**15. TIMESHEETS**

The Employee shall complete timesheets in accordance with the directions of the Employer. Timesheets shall be completed accurately and any false completion of timesheets may result in immediate termination of employment.

**16. DRESS**

The Employee shall present for work in neat and orderly dress and appearance and shall dress in accordance with any reasonable directions of the Employer or Client of the Employer.

**17. CONFIDENTIALITY AND OWNERSHIP**

17.1 Ownership of all inventions, improvements, designs, creations, developments and other intellectual property relating to or deriving from any of the work performed by the Employee shall be the property of the Employer and/or the relevant Client of the Employer.

17.2 The Employee will not use or attempt to use any confidential information of the Employer or Clients of the Employer in any manner and for any purpose other than the purpose of the business of the Employer and Clients of the Employer.

17.3 The Employee shall not make improper use of the position or assignment, or of information that may be acquired by virtue of his or her assignment or employment, to gain advantage for himself or herself (or any other person) to the detriment of the Employer or Clients of the Employer.

17.4 All matters pertaining to the business of the Employer and Clients of the Employer must be kept strictly confidential. These obligations apply both during and after the employment of the Employee with the Employer and following cessation of any assignment with a Client of the Employer. Failure to comply with this may result in disciplinary action, which may include termination of employment and/or termination of assignment. During the course of the Employees employment with the Employer, the Employee may learn confidential information either about the Employer, the company or business of the Employer or the business or service needs of Clients of the Employer. Unless an individual employee obtains express permission from the Employer to do so, the Employee must not disclose or use any confidential information he or she obtains.

17.5 Confidential information shall include any information that is not available to the public.

**18. SIGNATORIES**

***Signed for and on behalf of Workforce Extensions - Monbulk:***

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name of signatory (printed) \_\_\_\_\_

***Signed for and on behalf of the Employee:***

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name of Employee (printed) \_\_\_\_\_

Address of Employee \_\_\_\_\_

## **Summary of Assignment Conditions (On-Hire Casual Employment)**

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\* **This summary of assignment conditions should be read in conjunction with your contract of employment – on-hire casual.**

### **1. Assignment Position Title**

Your position title on this assignment is advised verbally or by SMS on offer of assignment.

### **2. Client / Host Organisation**

Our client (your host organisation) on this assignment is advised verbally or by SMS on offer of assignment.

### **3. Assignment Commencement Date**

The first day of work on this assignment shall be advised verbally or by SMS on offer of assignment.

### **4. Assignment Place of Work**

Your assignment shall commence as advised verbally or by SMS on offer of assignment.

The principal place of work for this assignment shall be is advised verbally or by SMS on offer of assignment.

### **5. Reports**

You will be advised verbally or by SMS on offer of assignment to whom you should report to on site.

Your Workforce Extensions Monbulk recruitment consultant whilst on this assignment can be contacted on 03 9756 7900

### **6. Hourly Rate of Pay**

Your hourly rate of pay on this assignment (inclusive of any applicable casual loading), unless otherwise advised in writing, shall be is advised verbally or by SMS on offer of assignment.

This hourly rate of pay also includes all allowances allowable within the advised Modern Award as advised verbally or by SMS on offer of assignment.

### **7. Other Entitlements**

During this assignment you shall also be entitled to the following:

as advised verbally or by SMS on offer of assignment.

### **8. Position Description**

As advised verbally or by SMS on offer of assignment.

### **9. Performance and Conduct Requirements**

Whilst on this assignment your performance and/or conduct will be assessed against the following (in addition to other identified performance and conduct requirements identified within your contract and/or verbally by Workforce Extensions Monbulk and/or your host organisation client.

Including but not limited to the wearing of PPE, timely arrival, following of lawful instruction, adherence to site safety requirements and other matters that may be advised verbally or by SMS on offer of assignment.

### **10. Other Information**

As advised verbally or by SMS on offer of assignment.