

<b>Issue Date:</b> June 2016	<b>Version:</b> 4	<b>Issuer:</b> <a href="#">Lisa Bousfield - Director</a>
------------------------------	-------------------	----------------------------------------------------------

## PARTIES

### Employer:

[Peninsula Personnel Recruitment Service Pty Ltd](#) trading as [Peninsula Personnel](#)  
[Suite 30 / 22 Fisher Road Dee Why NSW 2099](#)

## AND

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

## CONTENTS

This Agreement is set out in the following manner.

### Clause No. Subject Matter

1. Definitions
2. Duration and Scope of the Agreement
3. Employment Status and Engagement
4. Termination of Employment
5. Hours of Work
6. Remuneration
7. Leave
8. Public Holidays
9. Superannuation
10. Readiness for Assignments
11. Work Health & Safety (WHS)
12. Observance of Policies & Procedures
13. Payment of Wages
14. Employee Notification
15. Timesheets
16. Dress
17. Confidentiality and Ownership
18. Declaration of Receipt
19. Signatories

## 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 <b>Peninsula Personnel</b>
<b>NES</b>	means National Employment Standards
<b>NMW</b>	means National Minimum Wage (for the purposes of the Fair Work Act's transitional provisions and only if required by law, the NMW may also mean the pay scales under the Australian Pay and Classification Scales) that applies to the employee's position.
<b>Workplace Instrument</b>	Means an award, modern award (any individual flexibility arrangement made under a modern award), enterprise award, notional agreement preserving a state award (NAPSA), enterprise NAPSA, enterprise agreement (and any individual flexibility arrangement made under an enterprise agreement), registered industrial instrument, registered workplace agreement (including a collective agreement).
<b>Workplace Law</b>	Means an award, modern award (and any individual flexibility agreement made under a modern award), enterprise notional agreement preserving a state award (Enterprise NAPSA), registered industrial instrument, registered workplace agreement, enterprise 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 Instrument* 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 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. Breaks in employment can and will occur.

- g) There is no obligation upon the Employer to offer future or ongoing assignments to the Employee, employment can be irregular and not systematic.
  - 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 authorized 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.
  - m) I understand that the first (3) hours of any new assignment is a trial period for the Clients assessment and should I not meet the Clients requirement that the assignment will be terminated with the payment of a minimum of 3 hours pay or actual hours worked.
- 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) Willful, or deliberate, behavior by an Employee that is inconsistent with the continuation of employment, including:
    - (i) Theft;
    - (ii) Fraud (including falsifying time records);
    - (iii) Assault – both physical and verbal
    - (iv) Attendance at the workplace under the affects of prohibited drugs or alcohol;
    - (v) Employee refusing to carry out the Employer's lawful and reasonable instruction; or
    - (vi) Employee not complying with the policies & procedures of the Employer or Client of the Employer
    - (vii) Inappropriate use of and/or downloading/distributing unlawful material from the internet;

- (b) Conduct that cause's 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.
  
- 4.6 The Employer shall provide clear and precise Email, Internet and Smoking Policy Statements which will be reiterated on every Summary of Assignment Conditions (SAC) issued. Failure to follow these policies will result in a written warning and may also result in the termination of the assignment. If a written warning is issued and not adhered to, immediate termination will follow.
  
- 4.6 The Employer shall provide clear and precise Performance and Conduct Expectations which will be reiterated on every Summary of Assignment Conditions (SAC) issued. Failure to follow these policies will result in a written warning and may also result in the termination of the assignment. If a written warning is issued and not adhered to, immediate termination will follow.
  
- 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 otherwise prescribed by any workplace law and standard working hours are between 7am and 7pm Monday to Friday and 7am and 12.30pm Saturday.
  
- 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 a workplace law applying to the employer. Nothing in this Agreement imports the terms of a workplace instrument in to this Agreement.
  
- 5.4 Hours of work clearly set out on the Summary of Assignment Conditions given at the acceptance of the assignment must be followed at all times, failure to do so will result in a written warning.
  
- 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 NMW. **All overtime hours must be authorized** by the host Company before the commencement of overtime.
  
- 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. *Your hourly rate of pay shall be inclusive of 25% casual loading which covers; annual / holiday & personal / carer's leave, bereavement leave and redundancy pay which is for lack of notice should employment cease. You are also covered for worker's compensation.*

- 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 Unless otherwise agreed in writing by the Employer, or required by a Workplace Law, the rate of pay provided for in clause 6.1 of this Agreement shall be payable for all hours worked. Nothing in this agreement shall import the terms of any Workplace Law in to this Agreement.
- 6.5 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 will only be entitled to unpaid carers' leave and parental leave in accordance with 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 employee is entitled to public holidays in accordance with the NES.
- 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. An employee is entitled to be absent from a public holiday provided the absence meets the requirements of section 114 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 a workplace instrument. Nothing in this Agreement imports the terms of a workplace instrument in to this Agreement.

### **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 you, and of which you advise us, prior to signing the Agreement. If no such fund is nominated by you, then such contributions will be remitted into any complying fund nominated by us. The amount of all such superannuation contributions will form part of your remuneration.

### **10. READINESS FOR ASSIGNMENTS**

Please have an outfit ironed & ready to wear for "on the day" temp assignments & have your mobile on. If you are unavailable for work, please phone or email Peninsula Personnel.

The Employee authorizes the Employer to complete, at their discretion, a complete work history checks for validation. Peninsula Personnel will liaise with a 3<sup>rd</sup> party to conduct appropriate reference and qualification checks and criminal record / police checks should they be a requirement of the role. These will be conducted prior to Peninsula Personnel offering the employee an on-hire casual, permanent part-time or permanent position.

### 11. WORK HEALTH AND SAFETY (WHS)

- 11.1 The employee must advise a supervisor at the host Client & Peninsula Personnel immediately should any incident/accident occur. Please read carefully all OH&S information supplied to you by the Peninsula Personnel.
- 11.2 The Employee must use his or her best endeavors' 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.
- 11.3 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).
- 11.4 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.
- 11.5 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.
- 11.6 Prior to the commencement of any assignment, the Employee must complete with Peninsula Personnel **The WHS Questionnaire** and **The Candidate Workplace Induction Checklist (Section A)** both forms are attached to the Peninsula Personnel WHS Employee Booklet. No assignments will be offered to the Employee until the assessment/questionnaire has been completed and signed and that you have read and understood this On-Hire Casual Employment Contract.
- 11.7 The Employee must complete **(Section B) of The Candidate Workplace Induction Checklist** with each new Client; you will find a copy of this form in your orientation kit which is given to you when you register for work with Peninsula Personnel, thereafter these forms are available to download from our website [www.peninsulapersonnel.com.au](http://www.peninsulapersonnel.com.au)

These forms are to be completed within the first day / week of every new assignment along with any other OHS forms as requested from your Consultant. Failure to comply can result in a written warning.

### 12. OBSERVANCE OF POLICIES & PROCEDURES / CONDUCT & PERFORMANCE EXPECTATIONS

- 12.1 The Employee shall observe all policies and procedures as amended 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.

- 12.3 If the Employee is sick or running late for work it is a requirement to call the Employer (Peninsula Personnel) immediately and we will contact the Client.
- 12.4 The Employee must ask for additional work should the required work be completed ahead of schedule, don't be afraid to ask if you don't understand something.
- 12.5 Please limit any personal calls, faxes, sms, and internet use (i.e. Facebook) while on assignment if they are unavoidable permission from your supervisor is essential.
- 12.6 Professionalism, honesty & courtesy is an expectation of Peninsula Personnel, whilst on assignment you remain an employee of our organization.

### 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, available in your account on Wednesday morning 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:
- Electronic malfunction on behalf of the Employer or the Employees nominated financial institution; or
  - Failure by the Employee to complete time sheets in accordance with instructions provided by the Employer or Clients of the Employer.
  - Failure to forward your timesheet by end of business Friday may result in the calculation of your wages not being able to be transferred on time for the NAB cut-off for that day's processing. This will result in your wages not being paid on time. The NAB process wages through their Melbourne Branch and in the event of a public or bank holiday in that State, NAB will not process wages.

### 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 authorized 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 agrees they must not directly approach any Company where they have been assigned by the Employer seeking employment in either a permanent, contract or permanent part-time capacity.
- 14.4 The Employee understands they cannot submit a resume during or at the conclusion of an assignment unless you have notified your Employer.
- 14.5 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. You must ring Peninsula Personnel and leave a message on the phone if after hours and/either email, phone or both during business hours 8.30am-5pm.



- 14.6 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.
- 14.7 The Employee will notify the Employer of all and any hours worked on assignment including hours worked over and above those outlined in the SAC. All overtime, which are weekly hours in excess of 38, must be authorized by the Employer's Client. Failure to have overtime authorized may result in adjustment to working hours within that week to ensure hours are maintained at 38.
- 14.8 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 organization 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

Your timesheet must be signed by you and our host organization client - (our host employer) and be faxed or emailed to our office by end of business Friday. If you are unable to gain the authorizing client's signature still forward your timesheet and once signed, resend it. Failure to forward your timesheet by this time may result in the calculation of your wages not being able to be transferred on time for the NAB cut-off for that day's processing. This will result in your wages not being paid on time. The NAB process wages through their Melbourne Branch and in the event of a public or bank holiday in that State, NAB will not process wages.

### 16. DRESS

At all times you must be appropriately dressed in acceptable business style clothing unless otherwise advised by your Consultants or the host organization client once you have commenced. In the event that the host organization client has a conservative dress code policy which prohibits certain items (e.g. certain clothing styles, jewellery, unusual coloured hair, visible piercings and tattoos etc) your Consultant will advise you.

You must respect, at all times, that in certain workplaces not all personal styles are acceptable and follow the guidelines given to you by your Consultants. Failure to do so may result in a complaint from the host organization client which in turn could lead to a request that you be removed from the premises. If you are unsure about these guidelines always seek the advice from your Consultants.

### 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 At all times you must strictly adhere to this Confidentiality and Ownership Clause. All matters pertaining to the host organization client's business, intellectual property, products, pricing structures, services or any other matter you gain knowledge of whilst on Assignment, must remain confidential during and after the conclusion of your Assignment. Failure to comply with Confidentiality and Ownership Clause will result in disciplinary action being taken against you and may result in legal action.
- 17.5 Confidential information shall include any information that is not available to the public.

**18. DECLARATION OF RECEIPT**

I acknowledge receipt of the following which I have read and will retain for future reference.

- 1) Employee Orientation Kit
- 2) WHS Employee Booklet – On-Hire Casual
- 3) Fair Work Information Statement – (included in orientation kit)
- 4) On-Hire Casual Employment Contract

**19. SIGNATORIES**

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

I am an Australian resident and/or hold a visa permitting me to work in Australia (documentation is required and will be clarified by the appropriate government agency).

I have read, understood and had the opportunity to ask any questions in relation to this Employment Contract, The Employee Orientation Kit and The Employee WHS Booklet information or anything else I am unsure about.

As per clause 10 - Employee authorizes Employer to reference check

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

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

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

***Signed for and on behalf of Peninsula Personnel:***

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

Name of signatory;

Lisa Bousfield (Director)	Wendy Stearn (Senior Consultant)	Lorraine Islaub (Consultant)
------------------------------	-------------------------------------	---------------------------------