

# Employment Agreement – On hire Casuals



**BETWEEN:** National Workforce and / or its related entities (“National Workforce”)

**AND:** You

**THIS AGREEMENT** is made on the date that you accept it by clicking “I accept the terms and conditions of employment in this Employment Agreement” (“Commencement date”).

## BACKGROUND

- (a) National Workforce carries on the business of a labour placement agency.
- (b) National Workforce employs you on a casual basis to perform Assignments for its Clients (“Client(s)”), as and when required.
- (c) The terms and conditions for any Assignment are governed by this Agreement and the Assignment Summary provided by National Workforce to you for each Assignment from time to time.

## 1. PERIOD THIS AGREEMENT APPLIES

- 1.1.1. This Agreement will commence on the Commencement Date.
- 1.1.2. Your tenure will be deemed to have commenced from the date of your first Assignment.
- 1.1.3. This Agreement will cease when terminated in accordance with clause 24 of this Agreement.

## 2. NATURE OF THE EMPLOYMENT

- 2.1. National Workforce will employ you on a casual basis. Therefore, your employment is defined as being ‘casual’ for the purpose of Section 86 of the *Fair Work Act 2009* (Cth) (“Fair Work Act”) and for the purpose of any applicable Award or Enterprise Agreement that may apply to your employment, from time to time. You are not employed on a permanent or on-going basis.
- 2.2. Your hourly rate includes casual loading as specified in the assignment summary, which is compensation for annual leave, personal leave, compassionate leave, redundancy pay, notice of termination and other entitlements associated with permanent employment provided by the relevant instrument or National Employment Standards (NES).
- 2.3. National Workforce may let you know of any suitable Assignment that may become available, via telephone, SMS or email. You may offer to accept any such Assignment.
- 2.4. You acknowledge that National Workforce is under no obligation to accept your offer to undertake any Assignment or renew or extend any Assignment. On completion of an Assignment, National Workforce is under no obligation to extend you an invitation of any further Assignment(s).
- 2.5. The employment relationship will always be between National Workforce and yourself. No employment relationship exists or will be created between you and any Client.
- 2.6. While performing work on any Assignment, you may be covered by a workplace instrument such as an Award or Enterprise Agreement.

## 3. RIGHT TO ELECT TO CONVERT TO, OR REQUEST TO CONVERT TO PERMANENT EMPLOYMENT

- 3.1. As a casual employee, the modern Award that applies to your employment from time to time may permit you the right to request in writing that your employment be converted to permanent employment, if you meet certain requirements. You should refer to the applicable modern Award for full details.
- 3.2. National Workforce may agree to, or refuse a request, based on reasonable grounds and after there has been consultation with you.
- 3.3. Before electing to convert your employment to a permanent equivalent you need to consider that your Hourly rate will be adjusted accordingly and in line with the relevant Award; for example, if your employment converts to permanent you will not be paid the casual loading any longer, although you will accrue entitlements under the National Employment Standards. You will also be obligated to undertake any reasonable Assignment directed to be completed by National Workforce. You are also aware that there is no guarantee National Workforce direct you to undertake any specific assignment, or be placed with any specific Client, regardless of any previous work pattern.

## 4. EMPLOYEE’S DUTIES

- 4.1. An outline of your duties will be provided in your Assignment Summary. All such duties must be carried out by you to the satisfaction of the Client and National Workforce.
- 4.2. During an Assignment, you must:
  - (a) devote the whole of your time, attention and skills during your hours of work to the performance of your duties;
  - (b) act with reasonable care and skill;
  - (c) obey the lawful and reasonable directions of National Workforce and the Client;
  - (d) faithfully serve the best interests of National Workforce and its Client; and

# Employment Agreement – On hire Casuals

- (e) comply with all legislation that applies to your employment including work, health and safety and anti-discrimination legislation.

## 5. HOURS OF WORK

- 5.1. Your maximum weekly hours of work will be in accordance with the applicable Award or Enterprise Agreement, or otherwise in accordance with the National Employment Standards (NES)
- 5.2. Where you are undertaking two clearly distinct Assignments on behalf of National Workforce, overtime or other penalty rates or entitlements are calculated separately on each Assignment, not cumulatively.
- 5.3. You agree that when you offer to undertake an Assignment, you have considered the start time and location for suitability and are aware that travel to and from the workplace is not considered work time. If your Assignment requires you to move between sites e.g. to undertake deliveries once you have started your shift, this is considered hours of work and will be paid at the rate applicable.
- 5.4. If you undertake two Assignments on the same day, travel between each Assignment is not included as ordinary time.
- 5.5. There is no guarantee of hours, or of any particular pattern of hours, during your employment or any Assignment. The arrangement of any hours of work on an Assignment is determined by the Client and may vary from those in any assignment summary.

## 6. REMUNERATION

- 6.1. National Workforce will remunerate you at the Hourly Rates of Pay that are set out in the Assignment Summary for the work performed by you on the Assignment to which the Assignment Summary relates.
- 6.2. The Hourly Rates of Pay set out any applicable loadings (including casual loading), allowances, penalty and overtime rates that may apply to your employment under any applicable industrial instrument or the Fair Work Act.
- 6.3. You are not entitled to be paid annual, personal / carer's, parental or compassionate leave, leave loading or redundancy pay since your Hourly Rate of Pay includes a casual loading and your employment is defined as being "casual" for the purpose of Section 86 of the *Fair Work Act 2009* (Cth) ("**Fair Work Act**") and / or for the purpose of any applicable Award or Enterprise Agreement that may apply to your employment, from time to time.
- 6.4. National Workforce may offset any amount(s) paid to you under this Agreement against the minimum entitlements owed to you under any applicable Award, Enterprise Agreement or the Fair Work Act, for the work performed by you.
- 6.5. National Workforce may offset any casual loading paid to you under this Agreement against any minimum entitlements to annual leave owed to you under any applicable Award, Enterprise Agreement or the Fair Work Act.
- 6.6. You are not entitled to any remuneration under this Agreement other than for performance of work on an Assignment.
- 6.7. If an Enterprise Agreement is applicable to an Assignment you are undertaking, then the Hourly Pay Rate may be adjusted accordingly for that Assignment. However, such Hourly Pay Rate is not guaranteed for any other Assignment undertaken.
- 6.8. If your employment is deemed or determined to be upon anything other than upon a casual basis, we reserve the right to set off 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.

## 7. SUPERANNUATION

- 7.1. National Workforce is required by the *Superannuation Guarantee Administration Act 1992* (Cth) to make superannuation guarantee contributions on behalf of you to a complying superannuation fund.
- 7.2. You may nominate a complying superannuation fund for the purpose of National Workforce complying with superannuation legislation, failing which National Workforce will make superannuation guarantee contributions to a superannuation fund either nominated by any applicable Award or otherwise as National Workforce is permitted by law.

## 8. REMUNERATION AND TIMESHEETS

- 8.1. National Workforce shall electronically deposit the Remuneration, less applicable tax, into a financial institution account nominated by you.
- 8.2. Remuneration is calculated and paid weekly in arrears, as per the pay period specified in the Assignment Summary.
- 8.3. Payment of Remuneration is subject to receipt of approved time sheets for a pay period in accordance with this Agreement.
- 8.4. You must adhere to the site timesheet process which may include taking reasonable steps to ensure timesheets are approved by the Client before the deadline.

# Employment Agreement – On hire Casuals

## 9. EXPENSES

Where you require reimbursement by the Client for expenses incurred during an Assignment, you must upload all information to <https://nationalworkforce.fasttrack360.com.au> for Client approval. National Workforce will reimburse expenses to you once the Client has paid the relevant invoice to National Workforce.

## 10. AUTHORITY TO DEDUCT

By signing this Agreement, you authorise National Workforce to deduct from your remuneration the following, to the extent permissible at law:

- (a) tax as required by law;
- (b) any salary sacrifice as requested by you and agreed to be paid by National Workforce;
- (c) any other deductions you authorise National Workforce in writing to make;
- (d) any deductions required by a garnishee order or due process of the law;
- (e) any amount unintentionally paid to you by National Workforce for unauthorised leave / absence;
- (f) any overpayments made in error by National Workforce to you.

## 11. NATIONAL EMPLOYMENT STANDARDS

- 11.1. You may be entitled to certain terms and conditions of employment provided for by the National Employment Standards (“NES”) under the *Fair Work Act 2009* (Cth).
- 11.2. Your right to, Long Service Leave is governed by Long Service Leave Legislation in the state in which you perform the work.
- 11.3. Further details of the NES are contained in the Fair Work Information Statement provided to you during online registration.

## 12. ENTITLEMENT TO WORK

- 12.1. It is an offence under the *Migration Act 1958* to knowingly or recklessly allow a worker to work, or refer a worker for work, where that worker is someone from overseas who is either illegally in Australia or working in breach of their visa conditions. You must produce original documented evidence to National Workforce to validate your immigration status and rights to work in Australia when you complete the registration process, as well as when reasonably requested or if there is a change in your circumstance.

## 13. POLICE CHECKS

It is a condition of your employment that you make available when requested and at your own expense a National Police Check that is less than 12 months old.

## 14. PRIVACY

- 14.1. National Workforce collects and discloses your information purely for the purposes of identifying and maintaining suitable work placement(s) options for you. The details you provide are collected for the purposes of maintaining regular communication with you regarding suitable work opportunities, National Workforce applicable information, work opportunities, Health and Safety information and other information as applicable.
- 14.2. Generally, unless otherwise required or authorised by law, National Workforce will only disclose your personal information to third parties for the purposes outlined above.

## 15. HEALTH AND WORK SUITABILITY

- 15.1. National Workforce endeavours to offer Assignments to appropriate persons to minimise the risk of injury to its employees and to others. It is essential that you tell us about any injury or illness when it becomes known or any other issue that may have a negative effect on your ability to carry out any Assignment. If you fail to disclose any such information to us, we may not be able to ensure your health and safety at work. Providing false or misleading information will be the subject of disciplinary action and could lead to termination of this Agreement.
- 15.2. Where necessary, National Workforce may direct you to undertake functional capacity screening and / or medical assessment and / or furnish medical evidence as to your fitness to work, prior to the commencement of any Assignment or at any time during an Assignment. Where this is as a result of your own medical condition, a non-work related injury, or to obtain a negative drug or alcohol result, this will be at your own expense unless otherwise advised.

## 16. WORK HEALTH, SAFETY, WELLBEING AND SERVICE DELIVERY

- 16.1. You must use your best endeavours to comply with applicable legislation in the State or Territory in which you perform work under this Agreement e.g. work, health and safety, Fair Work etc.
- 16.2. You must complete all required National Workforce onboarding and induction processes prior to the commencement of work performed on the first Assignment.

# Employment Agreement – On hire Casuals

- 16.3. You must observe and comply with all lawful and reasonable directions from the Client and / or National Workforce. This includes any policies and / or procedures issued by the Client and / or National Workforce, including the wearing of protective clothing and the use of equipment.
- 16.4. Where directed you must supply and maintain in good condition, your own protective safety footwear. Any other suitable dress requirements specific to the role will be communicated to you as part of the Assignment Summary prior to your first shift.
- 16.5. Any provided or required uniform is to be regularly laundered and replaced due to wear and tear or other damage at your own expense unless otherwise offered / provided for by National Workforce.
- 16.6. Where there is an imminent serious risk to the health and safety of an individual, you must halt the task safely, isolate the area where required, and seek assistance from the Client and National Workforce to resolve if necessary.
- 16.7. You must immediately advise National Workforce of any change in your capacity, physical or psychological, to work safely and without risk, including but not limited to any injury, illness, medication that you are taking (prescribed or otherwise) or other personal circumstance at risk of detrimentally affecting your performance in the workplace.
- 16.8. You must immediately notify National Workforce if you witness or are involved in an incident including a near miss, regardless of the perceived severity or actual outcome.
- 16.9. You must immediately notify National Workforce if a Client requests or directs you to perform duties that are outside of the Assignment Summary provided by National Workforce. You must not commence any such new duties before being authorised to do so by National Workforce.

## **17. WORKERS COMPENSATION AND INJURY REHABILITATION**

- 17.1. National Workforce is responsible for statutory workers compensation insurance for its casual on-hire employees. As such, if you are injured during an Assignment, you must notify the Client and National Workforce as soon as possible. A National Workforce representative may attend the site and convey you for medical assessment, where necessary.
- 17.2. As required by the relevant jurisdiction's Workers Compensation legislation, any injured employee must actively participate in all aspects of the Rehabilitation and Return to Work process. This will involve:
  - (a) completing relevant accident report form(s), necessary Workers Compensation Accident / claim lodgement Forms;
  - (b) attending all medical assessments / reviews, rehabilitation programs which may include vocational development; and / or alternative site placement for duties suitable to any prescribed restrictions etc.
  - (c) timely provision of medical certificates by the injured worker; and
  - (d) compliance with all other obligations as applicable to the injured worker.
- 17.3. Injured workers must co-operate and actively participate in treatments, rehabilitation and return to work programs to aid in a safe and timely recovery and return to work.
- 17.4. To ensure timely access to medical care, National Workforce has sought to identify key doctors close to our Clients' work sites where Workers Compensation accredited doctors are able to see our workers usually within 2 hours or sooner based on severity of the injury.

## **18. DRUGS AND ALCOHOL**

- 18.1. National Workforce has in place a Drug and Alcohol Policy which includes provision for random, reasonable suspicion and causation drug and alcohol testing. You agree to ensure that you will attend work free from the influence of drugs and / or alcohol as well as agree to testing as outlined in the National Workforce Drug and Alcohol Policy.
- 18.2. You are not to, under any circumstance, work or operate any equipment when affected by alcohol or any other drug, including prescription medications.
- 18.3. If you are taking prescription medication that may affect your ability to perform your duties, you must immediately inform National Workforce prior to undertaking any work.
- 18.4. You must not bring illicit drugs or banned substances into the workplace.

## **19. POLICIES AND PROCEDURES**

- 19.1. You must observe all policies and procedures implemented by National Workforce and its Clients, as varied from time to time. You acknowledge that the policies take effect as directions given by National Workforce or Clients and do not provide you with any contractual rights; as such, the policies and procedures do not form part of this Agreement.
- 19.2. Where there is any inconsistency between policies and procedures of National Workforce and those of Clients, the policies and procedures of National Workforce shall override those of the Client to the extent of the inconsistency, unless otherwise advised by National Workforce.

## **20. EMPLOYEE NOTIFICATION OBLIGATIONS**

- 20.1. You must notify National Workforce no less than 2 hours before the agreed start time of your Assignment, or as soon as it becomes known, of any inability to attend work or commence work on time.
- 20.2. You must notify National Workforce as soon as reasonably practicable of:

# Employment Agreement – On hire Casuals

- (a) any offer of employment (either temporary or permanent) made to you by a Client;
- (b) any grievances you have in relation to any Assignment or a Client in accordance with our grievance policy;
- (c) any damage to property, or injury caused to another person, by you during any Assignment;
- (d) any change to personal details relevant to maintain the currency of the employment relationship and employment communications between you and National Workforce;
- (e) any facts and circumstances in which a reasonable person would consider you to have an actual or potential conflict of interest with National Workforce, your own interests or the interests of a third party.

## 21. INTELLECTUAL PROPERTY

- 21.1. All Intellectual Property created or contributed to by you while performing work on any Assignment under this Agreement is the sole property of the Client for whom the work is performed. You assign to that Client all rights, title and interest to such property and agree to do such things or acts as reasonably required to perfect such Assignment.
- 21.2. You must, upon request, execute any instrument that National Workforce or a Client reasonably requires you to execute to give effect to this clause.
- 21.3. This clause continues beyond the termination of any Agreement or termination of any work Assignment with the Client and / or National Workforce.

## 22. PROTECTION OF CONFIDENTIAL INFORMATION

- 22.1. During this Agreement, you will have access to trade secrets and information of a confidential or sensitive nature about National Workforce and its Clients (“**Confidential information**”).
- 22.2. Confidential Information means all information, except to the extent that it is generally available to the public (other than due to a breach of this Agreement), of which you become aware or generate during, or in connection with this Agreement, of a commercial, operational, technical or financial type relating to:
  - (a) National Workforce or a related entity (as defined by the Corporations Act 2001); and
  - (b) any Client.
- 22.3. Confidential Information includes, but is not limited to, each of the following:
  - (a) Information which National Workforce and / or a Client identify as confidential;
  - (b) Information which a reasonable person should understand is confidential, including trade secrets and intellectual property;
  - (c) Agreements, arrangements or terms of trade with Clients and prospective Clients;
  - (d) Business plans, forecasts, systems and procedures;
  - (e) Financial records, reports and accounts; and
  - (f) Details concerning the business affairs of National Workforce and / or a Client.
- 22.4. You must, both during the period of this Agreement and after its termination for any reason:
  - (a) use Confidential Information for the sole purpose of performing the duties;
  - (b) not improperly use the Confidential Information to gain an advantage for yourself or someone else or to cause detriment to National Workforce or a Client;
  - (c) keep confidential all Confidential Information, other than information you are authorised to disclose at any time, that is or has become public knowledge (other than as a result of a breach of this Agreement), or that you are required by law to disclose;
  - (d) immediately notify National Workforce of any suspected or actual unauthorised use, copying or disclosure of Confidential Information; and
  - (e) provide assistance reasonably requested by National Workforce and / or the relevant Client in relation to any action that National Workforce and / or the relevant Client may take against any person to enforce their rights in relation to the Confidential Information.

## 23. TERMINATION OF AN ASSIGNMENT

- 23.1. Either National Workforce or you may terminate an Assignment by giving no less than one hour’s notice.
- 23.2. National Workforce may terminate an Assignment without notice if:
  - (a) the Client is in breach of its contract with National Workforce;
  - (b) National Workforce no longer wishes to continue the Assignment for any reason;
  - (c) the Client terminates its contract with National Workforce;
  - (d) the Client no longer requires your services to be provided for any reason whatsoever;
  - (e) the Client requests National Workforce to replace you on the Assignment.
- 23.3. Where an Assignment is terminated in accordance with sub-clauses 23.1 or 23.2, National Workforce is not liable to pay you any remuneration beyond the date that the Assignment terminates.
- 23.4. Where an Assignment is terminated in accordance with this clause, this Agreement will continue to apply unless terminated in accordance with clause 24 of this Agreement.

## 24. TERMINATION OF AGREEMENT

- 24.1. National Workforce may terminate this Agreement in writing with immediate effect where you engage in conduct that justifies summary termination including but limited to:
- (a) wilful or deliberate behaviour that is inconsistent with the continuation of your employment;
  - (b) conduct that causes serious and imminent risk to the health or safety of a person or the reputation, viability or profitability of the business of National Workforce or its Clients;
  - (c) theft;
  - (d) fraud;
  - (e) assault;
  - (f) being intoxicated or affected by drugs at work; or
  - (g) refusing to carry out a lawful and reasonable instruction that is consistent with your employment.
- 24.2. National Workforce may terminate this Agreement in writing with immediate effect if it discovers that you have made a representation to National Workforce about your skills, qualification and experience that was or is materially misleading or deceptive.

## 25. PROPERTY

Upon termination of an Assignment or this Agreement, you must immediately return all documents, publications, manuals, corporate uniforms and other property belonging to National Workforce or its Clients, which are in your possession or control, whether such be in hard copy or soft copy, which you came to possess or control during the course of and / or arising out of the Agreement.

## 26. PHOTOGRAPHS

On occasion National Workforce may request you give 'Permission to use Photograph'.

By accepting this Agreement, you grant National Workforce, its representatives and employees the right to take photographs of you and your property in connection with your engagement. You authorise National Workforce, its assigns and transferees to copyright, use and publish photos in print and/or electronically.

You agree that National Workforce may use such photographs for an unlimited period, with or without publishing of your name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

## 27. CONDITIONS

You confirm that you possess the expertise, any necessary qualifications, licences, tickets and / or certifications, and the requisite skills to perform the responsibilities and duties set out in this Agreement and any applicable Assignment Summary provided to you. You must immediately notify National Workforce if any such licence, ticket or permit expires, is revoked or imminently likely to be revoked.

## 28. ENTIRE AGREEMENT

This Agreement and any applicable Assignment Summary that is agreed from time to time, contains the entire Agreement between National Workforce and yourself and supersedes all prior Agreements, understandings, arrangements and negotiations.

## 29. YOUR ACKNOWLEDGMENT

You acknowledge that you have read and understood the obligations outlined in this Agreement and have been provided with a copy of the Fair Work Information Statement during your online registration.