

## Become Employment Contract – On- Hire Casual

### PARTIES

**Employer:** The Recruitment Business Pty Ltd T/A Become  
Level 17, 175 Pitt Street, Sydney NSW 2000

**AND**

**Employee:** The Employee named in the Employee Signature Clause of this Agreement – Clause 21 of this Agreement

### 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-hire worker services 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 Recruitment Business Pty Ltd
<b>NES</b>	means National Employment Standards
<b>Workplace Law</b>	means the Fair Work Act 2009; 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 the Employee's employment.
<b>Parties</b>	means the Employer and Employee.
<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.
- 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, that Workplace Law is 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) This Agreement governs the terms and conditions of employment for every assignment performed by the Employee for the Employer.
  - c) Termination of an assignment by the Employer does not of itself constitute termination of employment.

- d) The Employer may direct where and how the Employee shall perform work on any particular assignment.
  - e) 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.
  - f) There is no obligation upon the Employer to offer future or ongoing assignments to the Employee.
  - g) 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.
  - h) The Employer retains ultimate control of the Employee in relation to the performance of work on assignment or otherwise.
  - i) 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.
  - j) 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.
  - k) 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.
- 3.4. The employee has the legal right to work in Australia.

#### 4. PLACE OF WORK

- 4.1. Please refer to SAC agreement

#### 5. DISPUTES (RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS)

- 5.1. A problem between the employer and employee might be a personal grievance, dispute or other issue.
- 5.2. If the employee has any concerns about their employment, or how they are treated at work, they should tell the employer as soon as possible so these can be resolved. The first step is for the employee and employer to talk about the problem and try to find possible solutions.
- 5.3. If the problem cannot be resolved, the employee or the employer can seek help from an external party, eg one or more of the following:
- a) Employment Mediation Services, which offers free information and mediation to help employers and employees work together to resolve problems
  - b) a union or an advocate
  - c) a lawyer.
- 5.4. If it cannot be resolved at mediation, the employee or employer may approach the Employment Relations Authority.
- 5.5. If it is a personal grievance, the employee has 90 days from the time the problem occurred, or became known by the employee, to raise the grievance with the employer.
- 5.6. Some of these steps may involve a cost.
- 5.7. The employee can invite a support person or representative to attend all steps in the process.

#### 6. TERMINATION OF EMPLOYMENT

- 6.1. Once an assignment has commenced, unless otherwise stated in the agreed details of the assignment, an employee may terminate the employment relationship by giving:
- a) 1 hours' notice for an assignment of less than 12 weeks;
  - b) 1 weeks' notice for an assignment exceeding 12 weeks.
- 6.2. Unless otherwise agreed in writing, the Employer may terminate the Employee's employment by giving:
- a) 1 hours' notice for an assignment of less than 12 weeks;
  - b) 1 weeks' notice for an assignment exceeding 12 weeks.
  - c) A payment may be provided in lieu of notice
- 6.3. In the instances where an assignment is confirmed by the client yet cancelled through unforeseen events earlier than expected, notice of termination will be provided in accordance to clause 6.2.
- 6.4. Employees may be required to provide a longer period of notice, in such cases a specific arrangement will be agreed with you at the commencement of an engagement.
- 6.5. 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, but is not limited to:
- (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 effects of prohibited drugs or alcohol;
    - (v) the Employee refusing to carry out the Employer's lawful and reasonable instruction; 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.

- 6.6. 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.
- 6.7. 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.

## 7. HOURS OF WORK

- 7.1. The Employee will be advised in advance of each week the hours they will be required as the hours required will vary according to each booking.
- 7.2. 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 any Workplace Law. Where work is completed on weekends or public holidays, payment will be made at time and a half.
- 7.3. The Assignment Fees may be on a daily rate, a half day rate, or an hourly rate. Daily rates are based on 8 hour days unless agreed otherwise ahead of an assignment commencing. When on a daily rate, where less than 4 hours are worked you will be paid the half day rate, where more than 4 hours are worked you will be paid the daily rate. Where more than 8 hours are worked in a day, you will be paid the equivalent hourly rate in increments of 15 minutes.
- 7.4. The employee is employed on a casual "as required" basis and may agree to work if the employer asks them to.
- 7.5. There is no obligation on the employer to offer work or the employee to accept offered work.
- 7.6. There will be a minimum booking of 4 hours for each assignment.

## 8. REMUNERATION

- 8.1. When performing work on assignment for a Client of the Employer, the Employee shall receive a rate of pay that is not less than the Award applicable to the work being performed or, in the absence of an applicable Award, the National Minimum Wage.
- 8.2. The Employee shall be advised verbally and/or in writing of the applicable rate of pay for the work being performed and this shall occur prior to the commencement of work on any particular assignment. Such rate of pay shall be inclusive of any applicable casual loading. The Employee receives this casual loading in lieu of all entitlements to leave and other items from which casuals are excluded by Workplace Law. This loading is included in the rate specified in the SAC.
- 8.3. The payment of a rate of pay on any particular assignment shall stand alone and shall not provide the Employee with any right to continuing payment of such rate of pay on alternative assignments.
- 8.4. Unless otherwise agreed in writing by the Employer, or required by a Workplace Law, the rate of pay provided for in clause 8.1 of this Agreement shall be payable for all ordinary hours worked and in accordance with Clause 7 – Hours of Work.
- 8.5. Superannuation will be included within the rate of pay specified in the SAC and paid in accordance with Clause 10.
- 8.6. 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 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.

## 9. PUBLIC HOLIDAYS

- 9.1. 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.
- 9.2. The Employee may be required to perform work on public holidays from time to time in accordance with the provisions of the Act.
- 9.3. The Employee is only entitled to payment for time actually worked on a public holiday.
- 9.4. All hours worked on a public holiday in clause 9.1 of this Agreement shall be paid at a rate of time and a half provided in clause 6 of this Agreement unless otherwise agreed in advance and in writing or as required by Workplace Law.
- 9.5. The Employee shall not be deemed to be rostered to work on a public holiday unless directed verbally or in writing by the Employer.

## 10. SUPERANNUATION

- 10.1. 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.
- 10.2. Superannuation contributions are paid quarterly.

## 11. READINESS FOR ASSIGNMENTS

- 11.1. 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.

## 12. WORKPLACE HEALTH AND SAFETY

- 12.1. The Employee must use his or her best endeavours to comply with the requirements of the relevant workplace 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.
- 12.2. 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).

- 12.3. 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.
- 12.4. 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.

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

- 13.1. 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. Whilst these do not form part of the employment agreement, it is expected that employees comply with all relevant policies and procedures. Failure to do so may justify disciplinary action up to and including dismissal. As policies and procedures stand separate to this employment agreement they may be varied from time to time.
- 13.2. 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.

### **14. PAYMENT OF WAGES**

- 14.1. The Employer shall electronically deposit the Employee's wages into a financial institution account nominated by the Employee. Wages shall be paid in arrears.
- 14.2. 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.

### **15. ANNUAL LEAVE**

- 15.1. As a casual employee there is no eligibility for paid annual leave

### **16. PERSONAL/CARER'S LEAVE**

- 16.1. As a casual employee there is no eligibility for paid personal leave.
- 16.2. As a casual employee you are eligible for unpaid carer's leave of 2 days per occasion, providing evidence to substantiate the reason for leave is given to the Employee

### **17. COMPASSIONATE LEAVE**

- 17.1. The Employee is eligible for up to two (2) days unpaid compassionate leave (per occasion) for immediate family, should they sustain a life threatening illness, injury or die.

### **18. EMPLOYEE OBLIGATIONS**

- 18.1. During normal working hours it is expected that the Employee shall devote the whole of his/her time, attention and abilities in carrying out the duties.
- 18.2. Employees should not engage in any paid or unpaid employment, which might adversely affect the performance of the duties of their position.
- 18.3. The Employee should declare any interest in any business in which he/she may potentially be in conflict or in competition with the business of the Employer of the Client. Similarly it is expected that the Employee will not promote any activity which may be in competition with the business of the Employer or the Client

### **19. EMPLOYEE NOTIFICATION**

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. 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.

### **20. TIMESHEETS**

- 20.1. 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
- 20.2. 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.

### **21. CONFIDENTIALITY AND OWNERSHIP**

- 21.1. 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. No work carried out whilst on

assignment can be used in a portfolio unless otherwise agreed with the Employer and/or the relevant Client.

- 21.2. 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.
- 21.3. 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.
- 21.4. 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.
- 21.5. Confidential information shall include any information that is not available to the public.

## **22. OVERPAYMENTS / RECOVERY OF MONIES**

- 22.1. In the event of any overpayment of wages to you, the Employer may recover the amount of the overpayment by way of deduction from any subsequent payment due to you, provided you agree and are given written notification of the intention to recover the overpayment, the amount to be recovered, and a full explanation of the reasons.
- 22.2. Similarly in the event of termination of employment, the Employer is authorised to deduct from the final pay whatever monies it may be owed under the employment relationship, provided you are given written notification of the intention to recover the overpayment, the amount to be recovered, and a full explanation of the reasons.

## **23. ACKNOWLEDGEMENT**

- 23.1. On electronic acceptance of this agreement, the Employee accepts the terms and conditions of their employment as detailed within this offer and declares that:
  - a) The Employee has read, and fully understands the terms and conditions of this agreement, and has received a copy of it.
  - b) The Employee was told about their right to get independent advice on the terms and conditions of this agreement and the Employee has been given time to take that advice.
  - c) The Employee has raised any issues they may have about the terms and conditions of this agreement and the Employer has responded to these issues.
  - d) The Employee understands that they are being employed on a casual "as required" basis, which means the Employer will only offer work as and when it is available.
  - e) The Employee has told the Employer about any existing physical and/or health conditions that might be worsened by doing the job, or might affect the Employee's ability to do the job.
  - f) The Employee confirms that there are no contractual or other legal reasons that could stop the Employee from working for the Employer.
  - g) The information the Employee has been given is true and correct to the best of the Employee's knowledge and belief, and the Employee has not left out anything that could affect the decision to employ the Employee.
  - h) The Employee currently is, and will remain, able to work legally in Australia for the term of this agreement.

## 24. EMPLOYEE SIGNATURE

*Signed by the Employee:*

Signed \_\_\_\_\_

Date \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

## 25. EMPLOYER SIGNATURE

*Signed for and on behalf of the Employer:*

Signed \_\_\_\_\_

Date \_\_\_\_\_

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

Position \_\_\_\_\_

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