

Casual Employment Contract

(007/v1.3)

PARTIES

Employer: Maxwell Recruitment Pty Limited
ABN 94 141 260 979
AND
Employee: You

RECITALS

The Employer has offered and the Employee has accepted casual employment on the terms and conditions set out in this Agreement.

1. DEFINITIONS & INTERPRETATION

1.1 In this Agreement, the following words have the following meanings unless the contrary intention appears or the context otherwise requires:

- a) **Act** means the Fair Work Act 2009 (Cth) (Act), as in force or amended or replaced from time to time;
- b) **Agreement** means this employment contract;
- c) **Assignment** means the project or the services to be performed for a Client of the Employer as identified in a SAC;
- d) **Client** 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 under an Assignment to work from time to time;
- e) **Employee** means you;
- f) **Employer** means Maxwell Recruitment Pty Ltd ACN 141 260 979 ATF Maxwell Family Trust;
- g) **NES** means National Employment Standards;
- h) **NMW** means the Australian National Minimum Wage (for the purposes of the 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 of employment under this Agreement from time to time.
- i) **Workplace Instrument** means any industrial instrument which covers the Employee during an Assignment and includes but not limited to a modern award or enterprise agreement or individual flexibility arrangement;
- j) **Workplace Law** is as defined under the Act;
- k) **Regulations** means the *Fair Work Regulations 2009* (Cth), as in force and amended or replaced from time to time;
- l) **SAC** means a Summary of Assignment Conditions document issued to the Employee by the Employer, which details conditions of the Employee's assignment with a Client.

1.2 In this Agreement, the following rules of interpretation apply unless the contrary intention appears or the context otherwise requires:

- a) **Headings and Contents:** Headings and sub-headings are included for the sake of ease of reference and none of the terms of this

Agreement are to be construed or interpreted by reference to such headings or sub-headings;

b) **References to Persons:** a reference to any "person" refers to any entity, including persons and corporations;

c) **Parties:** any reference to a party includes its permitted successors and permitted assigns;

d) **Including:** The words "include" and "including" shall be interpreted as meaning "including, but not limited to", unless the context provides otherwise;

e) **Statutes and Regulations:** References to statutes, regulations, ordinances or by-laws are deemed to extend to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing the same;

f) **Independent Obligations:** The respective obligations of the parties to this Agreement, whether positive or negative, are construed upon the basis that each obligation is a separate and independent obligation made by one party in favour of the other party.

2. DURATION AND SCOPE OF THE AGREEMENT

2.1 You agree that any work you perform under an Assignment is subject to the terms and conditions under this Agreement. A copy of this Agreement has been provided to you with the Candidate Registration Form. You agree that you will be deemed to have accepted the terms of this Agreement by performing work under an Assignment.

2.2 The work that is offered to you under this Agreement is by the provision of your services under an Assignment.

2.3 Any SAC that is issued to you should be read in conjunction with this Agreement, and the terms and conditions in this Agreement will apply to any SAC. Each Assignment is a separate period of employment with the Employer, and the SAC is not incorporated into this Agreement.

2.4 If the provisions of any Workplace Law requires the payment or grant to the Employee of any amount by way 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 to which the Employee is entitled pursuant to this Agreement and the rates, entitlements and benefits set out in any job description. Where applicable, these components will be specified in the SAC.

3. CASUAL EMPLOYMENT STATUS AND ENGAGEMENT

3.1 The Employee acknowledges and agrees that they are employed strictly as a casual employee to perform work under Assignments, which means that:

- a) The Employer may offer work to the Employee from time to time in the form of Assignments, to meet the needs of the Employer and the Client;
- b) The Employee may elect to accept or decline any work that is offered by the Employer;
- c) There is no obligation from the Employer to offer the Employee work or Assignments;
- d) The Employee receives a casual loading as specified in the SAC, in lieu of paid leave and

any other entitlements associated with permanent employment (such as redundancy entitlements and notice pay provisions and paid leave entitlements);

e) This Agreement (in conjunction with the relevant instruments referred to in clause 2 of this Agreement, such as the SAC) governs the terms and conditions of employment for each and every respective Assignment;

f) Termination of an Assignment by the Client or by the Employer is separate to any termination of the Employee's employment or of this Agreement;

g) Where the Employee has engaged in serious misconduct, the Client may terminate the Assignment directly with the Employee without any notice;

h) The Employer may direct where and how the Employee shall perform work on any particular Assignment and the Employee agrees to comply with all such directions;

i) The Employer may vary in any way or terminate Assignments of the Employee without giving any reasons for doing so. In these circumstances, the Employee acknowledges and agrees that the Employer is not obligated to offer any alternative work or future Assignments;

j) There is no obligation upon the Employer to offer the same or similar terms and conditions offered under a particular Assignment when the Employer offers alternative or subsequent offers of work under an Assignment;

k) To carry out the work under a particular Assignment, the Employee must comply with the requirements and reasonable directions from the Client during the Assignment; and

l) 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 under any Assignment.

3.2 From time to time, if the Employer offers work to the Employee, the Employer will provide the details and requirements of an Assignment under an SAC.

4. TERMINATION OF EMPLOYMENT

4.1 Unless otherwise agreed in writing, the Employee may terminate this Agreement and the employment relationship arising under this Agreement by giving one hour's notice of his or her intention to terminate to the Employer.

4.2 Unless otherwise agreed in writing, the Employer may terminate this Agreement and the employment relationship arising under this Agreement by giving one hour's notice (or payment in lieu of such notice) to the Employee.

4.3 Nothing in this Agreement shall affect the right of the Employer to dismiss an Employee without notice except where the Employee is found to have engaged in serious misconduct. For the purposes of this clause 4.3, serious misconduct includes:

- (a) Any 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 of a Client

whilst under the effects of alcohol or prohibited drugs and/or returning a positive (or non-negative) result in any drug/alcohol screening test in relation to alcohol or prohibited drugs; (v) The Employee refusing, whether by act or omission, to carry out the Employer's or Client's lawful and reasonable instructions; or (vi) The Employee not complying with the policies and procedures of the Employer or a Client; or

- (b) Conduct that causes imminent, and serious, risk to:
- (i) The health, or safety, of any person, including the Employee; or
 - (ii) The reputation, viability or profitability of the Employer's business or a Client.

4.4 If the Employee is absent from work under an Assignment for a period of three consecutive rostered-on shifts without notifying the Employer and the Client, then the Employee shall be deemed to have terminated the Assignment. If the Employee continues not to contact the Employer in relation to their non-attendance for an Assignment, the Employee is deemed to have abandoned their employment.

4.5 Upon termination of this Agreement, the Employee shall immediately return to the Employer all documents, publications, and manuals (whether such documentation be in hard copy or soft copy) and any corporate uniforms and any other property, which are in the Employee's possession, and which came into the Employee's possession as a consequence of their employment under this Agreement and/or their engagement on an Assignment.

5. HOURS OF WORK

5.1 The hours of work are dependent on the needs of the Client and the Employer.

5.2 Where possible, the Employer will communicate the required hours of work one week in advance of when the work is required to be performed.

5.3 Ordinary hours of work, and any applicable penalties or loadings, will vary between Assignments and will be subject to the relevant Workplace Instrument. The relevant Workplace Instrument will be indicated on the SAC.

6. REMUNERATION

6.1 The rate of pay for work under an Assignment will be detailed in the SAC, which will be compliant with the relevant Workplace Instrument.

6.2 By performing work under an Assignment, the Employee accepts the rate(s) of pay for the Assignment. The Employee acknowledges that the Employer is not obligated to maintain the rates of pay between Assignments. To be clear, the rates of pay under each individual Assignment are separate from each other.

6.3 The rate of pay or remuneration will be specified in the SAC for each Assignment. The rate of pay or remuneration may differ from one Assignment to another Assignment.

6.4 If the Employee's employment is deemed or found to be at law 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 for

their employment other than on a casual basis.

7. LEAVE

7.1 As a casual employee, the Employee shall be entitled to unpaid personal/carers' leave and unpaid 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.

7.3 As a casual employee, the Employee is not entitled to paid leave that arises from permanent and ongoing employment.

8. PUBLIC HOLIDAYS

8.1 The Employee may, from time to time, be offered work that may fall on a public holiday.

8.3 Where the Employee works on a public holiday, the Employee will be paid in accordance with the relevant SAC.

9. SUPERANNUATION

9.1 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 superannuation fund nominated by the Employee, and of which the Employee advises the Employer, prior to entering into this Agreement. If no such fund is nominated by the Employee, then such contributions will be remitted into any complying superannuation fund nominated by the Employer.

10. READINESS FOR ASSIGNMENTS

10.1 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 deemed appropriate by the Employer prior to considering any offer of work under an Assignment to the Employee.

11. WORK HEALTH AND SAFETY

11.1 The Employee must comply with the requirements of the relevant work health and safety legislation in the State or Territory in which the Employee performs work. Additionally, the Employee must obey and comply with all of the Client's and Employer's lawful instructions and rules, all policies and processes and all procedures as amended from time to time and in place at the direction of the Employer and/or Clients of the Employer relating to work health and safety. Such policies and procedures do not form a part of this Agreement.

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

11.3 The Employee must promptly notify the Employer if a Client requests or directs the Employee to perform duties that are outside of the scope of the relevant Assignment. The Employee must not commence any such new duties prior to obtaining authority from the Employer.

11.4 The Employer may, at its discretion, direct the Employee to complete a medical assessment - including drug and alcohol testing - prior to the commencement of any Assignment or in the course of any existing Assignment where it is reasonably required to determine the capacity of the Employee to perform the work required under an Assignment

safely and without risk to the Employee's health. Additionally, the Employee acknowledges that the Employer may require the Employee to participate, in the Employer's sole discretion, in random on-site and off-site drug and alcohol testing.

12. OBSERVANCE OF POLICIES AND PROCEDURES

12.1 The Employee shall observe all lawful policies and procedures as amended from time to time and in place at the direction of the Employer and Clients, provided such policies and procedures have been brought to the attention of the Employee.

12.2 Where there is any inconsistency between the lawful policies and procedures of the Employer and those of Clients of the Employer, the Employer's policies and procedures shall take priority over those of the Client of the Employer to the extent of such inconsistency, unless otherwise agreed or stated. The Employee shall advise the Employer of any such inconsistencies.

12.3 Again, the policies and procedures do not form part of this Agreement and/or the terms and conditions of any Assignment.

13. PAYMENT OF WAGES

13.1 Subject to the Employee filling out a timesheet in accordance with clause 15, the Employer shall electronically deposit the Employee's wages payable pursuant to clause 6 of this Agreement into a financial institution account nominated by the Employee. The Employee's wages shall be paid in arrears and on a weekly basis unless the payment of such wages is delayed owing to circumstances beyond the control of the Employer. Such circumstances beyond the control of the Employer may include, but are not limited to, the following:

- (a) Malfunctioning of any relevant systems, electronic or otherwise, of the Employer and/or the Employee's nominated financial institution; or
- (b) Failure by the Employee to complete time sheets in accordance with instructions provided by the Employer or any relevant Client.

14. EMPLOYEE NOTIFICATION

14.1 The Employee will notify the Employer of any grievances in relation to an Assignment or their employment under this Agreement. Where an issue relates to threats to health and safety of the Employee while on Assignment, the Employee is to notify the Employer and the Client as soon as possible.

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

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

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.

14.5 The Employee will notify the Employer, as soon as reasonably practicable, of any change to the

Employee's personal details provided to the Employer.

14.6 The Employee will notify the Employer of all and any hours worked on Assignment including any hours worked over and above those set out in the SAC, by recording all hours worked on the requisite timesheet and submit to the Employer accordingly.

15. TIMESHEETS

15.1 The Employee shall fill out, complete and transmit or deliver timesheets to the Employer in accordance with the directions of the Employer. The Employee shall complete all such timesheets accurately and the Employee acknowledges that any false information provided by the Employee in any timesheets may result in immediate termination of this Agreement by the Employer and termination of the Employee's employment.

16. DRESS

16.1 The Employee shall present for work on all Assignments with a neat and orderly dress and appearance and the Employee shall dress in accordance with any reasonable directions of the Employer and the Client.

16.2 In regard to any items of Personal Protective Equipment (PPE) provided to the Employee by the Employer, the Employee acknowledges that such items of PPE are provided at the following costs to the Employer:

- a) high visibility cotton shirt, \$25.00;
- b) high visibility cotton shirt with reflective tape, \$35.00;
- c) work pants/jeans, \$25.00;
- d) safety boots slip on, \$50.00;
- e) safety boots lace up, \$70.00;
- f) winter jacket, \$70.00; and
- g) safety lock, \$20.00.

16.3 On commencement of the Employee's first Assignment, the Employer agrees to provide to the Employee on the Employee's request, free of charge, a "PPE Pack" comprising of two (2) high visibility cotton shirts (with reflective tape if the Employer determines that the Employee's work at the time requires it).

16.4 The Employee acknowledges and agrees that, on the issue of any items of PPE from the Employer to the Employee at the Employee's request in addition to that provided for under clause 16.3 (by way of the "PPE Pack"), the Employer shall have the right and is authorised to deduct from the Employee's wages the cost of such additional items of PPE based on the PPE costs amounts set out in clause 16.2.

16.5 The Employee acknowledges that:

- a) any items of PPE provided by the Employer is for the Employee's primary benefit; and
- b) that the deductions authorised by the Employee under clauses 16.3 and 16.4 are reasonable in all the circumstances and permitted deductions for the purposes of section 324 of the Act.

17. CONFIDENTIALITY AND OWNERSHIP

17.1 Ownership of all inventions, improvements, designs, creations, developments any other

intellectual property relating to or deriving from any of the work performed by the Employee pursuant to this Agreement shall be the property of the Employer and/or the relevant Client and the Employee acknowledges that it has no rights in relation to such property.

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

17.3 The Employee shall not make improper use of its employment or position under any Assignment, or of information (including confidential information) that may be acquired by virtue of their Assignment or employment, to gain advantage for them self (or any other person) to the detriment of the Employer or Client.

17.4 During the course of the Employee's employment with the Employer, the Employee may learn or be exposed to confidential information about the Employer and/or Clients and their businesses. Unless the Employee obtains express written permission from the Employer to do so, the Employee must not disclose or use any such confidential information he or she obtains other than as directly and reasonably required in the proper conduct of their duties under this Agreement or under an Assignment. All confidential information pertaining to the business of the Employer and Clients must be kept strictly confidential by the Employee. This obligation under this clause 17.4 applies during this Agreement and after termination of this Agreement, including following the cessation of any Assignment and at all times after the Employee's employment with the Employer ends. Failure of the Employee to comply with this clause 17.4 may result in disciplinary action, which may include termination of the Employee's employment under this Agreement and/or any Assignment.

17.5 The Employee acknowledges that the Employer has or may have duties to its Clients to keep their confidential information confidential, and the Employee must not do or omit to do anything, either during or after their employment with the Employer, that shall cause, directly or indirectly, the Employer to breach such obligations and the Employee hereby indemnifies the Employer for any claims, actions, suits, losses and damages for which the Employer may suffer or become liable by reason of such breach to the extent such breach is caused or contributed to by the Employee.

17.6 The Employee must immediately inform the Employer of any suspected or actual unauthorised use, publishing, copying or disclosure of any of the Employer's or its Clients' confidential information of which the Employee may become aware.

17.7 Upon termination of the Employee's employment under this Agreement, the Employee will lose any rights to have or to use (for business purposes) any of the Employer's or its Clients' confidential information and the Employee must return to the Employer, within 48 hours of the termination, any confidential information in the Employee's possession or control and all copies or records thereof.

17.8 For the purposes of this clause 17, "confidential information" means all information of the Employer and its Clients (including their related bodies corporate) that is confidential in nature and/or may reasonably be considered to be confidential, including trade secrets, client lists, technical data, specifications and drawings, production processes, financial and pricing information (and including all intellectual property rights in such information and material), whether disclosed orally, in writing,

electronically or by other means and whether disclosed after or before the date of this Agreement and whether or not marked as "confidential".

18. WAIVER

18.1 If the Employer does not take action to enforce or require strict compliance with the Employee's obligations and responsibilities under this Agreement, or if the Employer grants the Employee any extension or indulgence in the performance of the Employee's obligations, this shall not in any way operate as a waiver of any of the Employer's rights under this Agreement and the Employee acknowledges that the Employer shall be entitled in such circumstances to exercise all its rights under this Agreement and at law, which rights shall be fully available to the Employer.

19. JURISDICTION

19.1 This Agreement shall be governed by and will take effect in accordance with the laws in force in the State of New South Wales, Australia, and the parties irrevocably submit to the jurisdiction of the Courts of New South Wales and the Courts of Appeal from them.

20. SEVERANCE

20.1 If any of the terms of this Agreement are held to be invalid in any way, or unenforceable, such terms shall be severed from this Agreement and, to the extent permitted by law, the remaining terms will remain in full force and effect and not be affected or impaired.

21. ENTIRE AGREEMENT

21.1 To the extent permitted by law, this Agreement, and any SAC and any other documents and terms and conditions which are expressly incorporated into and to be read in conjunction with this Agreement document, embody the entire understanding and the whole agreement between the parties relative to the subject matter contained in this Agreement.