



## **CASUAL ON-HIRE (AWARD) EMPLOYMENT CONTRACT**

EK Recruitment Pty Ltd

## BACKGROUND

- A. The Employer has agreed to employ you as an On-hire employee and you have agreed to work for the Employer as an On-hire employee in the position described in the Confirmation of Assignment letter.
- B. The Employer and you have agreed to enter into this Contract to record the terms and conditions of your employment.
- C. The Employer acknowledges its obligation to apply the applicable employment protections to you and to abide by the provisions contained in any relevant legislation.

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The Employer And You Agree that:

### 1. DEFINITIONS

**Assignment** means a period where an On-hire employee works for a Host Client of the Employer in accordance with this Contract. Each Assignment may be performed at various work sites for varying lengths of time and for varying hours, generally without any regularity or continuity.

**Associated Entities** has the same meaning as in the *Corporations Act 2001 (Cth)*.

**Confidential Information** means all the information including trade secrets, Intellectual Property, marketing and business plans, client and supplier lists, computer software applications and programs, business contacts, finance, remuneration details, data concerning the Employer or any of its associated entities or any client of the Employer's, finances, operating margins, prospect's lists, and transactions of the Employer, but does not include information in the public domain otherwise than through a breach of an obligation of confidentiality.

**Contract** means this employment contract.

**Host Client** means a client of the Employer whom the employer provides on-hire labour services to under agreement.

**Intellectual Property** means all form of intellectual property rights throughout the world including but not limited to present and future copyright, registered and unregistered trademarks, patent, design, rights, trade mark, any other intellectual or industrial property rights, discovery, invention, secret process or improvement in procedure of any kind whether arising from statute, under common law or in equity and confidential information including know-how and trade-secrets.

**Moral Rights** has the meaning given to it in the *Copyright Act 1968 (Cth)* and includes rights of integrity of authorship, rights of attribution of authorship and similar rights that exist or may come to exist anywhere in the world.

**On-hire Employee** means an employee who is on-hired to a Host Client of the Employer and who works under the Host Client's direction.

**The Act** means the *Fair Work Act 2009 (Cth)*.

**Works** means all inventions, policies, practices, designs, drawings, plans, software, hardware, reports, documents, systems, improvements and other materials.

## 2. COMMENCEMENT AND WARRANTIES

- 2.1 Your date of commencement of employment with the Employer is identified at **Item 4** of the Schedule.
- 2.2 Your continued employment is contingent on having and maintaining an appropriate working visa. Where the visa expires, your employment will be terminated.
- 2.3 The terms and conditions of your employment will be in accordance with the Contract and, where applicable, the industrial instrument applicable to the Assignment as named in the Confirmation of Assignment letter (**the Industrial Instrument**), as varied and amended from time to time.
- 2.4 You agree that:
  - (a) you hold the qualifications and have the skills as represented by you to the Employer;
  - (b) you have disclosed to the Employer any restraint or restriction which may affect your performance of work;
  - (c) you enter into this contract without any form of coercion;
  - (d) you will not accept an offer of employment on a temporary or permanent basis from a Host Client of the Employer that you have been assigned to within the previous 12 months without first notifying the Employer in writing;
  - (e) you are legally entitled to work in Australia, and agree to produce the appropriate documentation where requested by the Employer
  - (f) you have and will maintain the licences and qualifications necessary to fulfil your role; and
  - (g) that this agreement will apply on each occasion when you are offered and accept an Assignment of work from the Employer.

## 3. POSITION AND TITLE

You are employed as a casual On-hire employee. Your position and title will vary depending on Assignment and will be detailed in the Confirmation of Assignment letter.

## 4. PRINCIPAL DUTIES

- 4.1 You will be provided with an outline of your duties before or on commencement of each Assignment. The outline is not intended to be an exhaustive list of the duties you may be required to perform, rather an indication of the kinds of duties that fall within the scope of the Assignment. You will perform such duties and functions as reasonably requested by the Employer or the Host Client during each Assignment.
- 4.2 You may be required to perform other tasks from time to time, as reasonably requested by the Employer.
- 4.3 The Employer may offer you a range of Assignments according to your skills, training and capabilities. You must advise the Employer if your duties change during the Assignment and/or if you do not have the required skills or training to safely and competently perform the duties.
- 4.4 You also have general duties to:
  - (a) comply with reasonable directions given to you by the Employer or the Host Client;

- (b) at all times act faithfully, honestly and diligently;
- (c) ensure you are performing solely work related activities in work time;
- (d) exhibit a professional and courteous attitude when dealing with the Employer, the Host Client, their customers, employees, suppliers and other members of the public;
- (e) act in the Employer's best interests at all times; and
- (f) direct any complaint or query in respect of an Assignment or your employment to the Employer as soon as is reasonably practicable. You must not take the matter up directly with the Host Client.

## **5. EMPLOYER POLICIES AND PROCEDURES**

You agree that:

- (a) you will comply with all the Employer's policies and procedures, as amended from time to time at the sole discretion of the Employer;
- (b) you will, while on Assignment, adhere to any policies and procedures implemented by the Host Client. Where any conflict exists between the Employer's policies and procedures and those of the Host Client, the Host Client's policies will prevail during the period of Assignment to the extent they are permissible by law;
- (c) the specific detail of the Employer's or Host Client's policies do not form a term of your contract; and
- (d) failure to comply with the Employer's or Host Client's policies may result in disciplinary action, up to and including dismissal.

## **6. DRIVER HISTORY**

- 6.1 You may be required to provide information in order for the Employer to complete a driver history check.
- 6.2 If a driver history check is completed and is not to the satisfaction of the Employer, it may result in disciplinary action.

## **7. LICENCES, CLEARANCES AND REGISTRATIONS**

- 7.1 You are required to hold and maintain the following:
  - (a) Drivers licence
  - (b) Relevant tickets
- 7.2 The Employer may require you to provide evidence that you hold the above.
- 7.3 These are considered essential requirements of your role. The Employer reserves the right to terminate your employment without notice in the event that you fail to maintain these and you are unable to perform the requirements of your role.
- 7.4 You must notify the Employer immediately in the event that you no longer hold, or are no longer eligible to hold, any of the above.

## **8. NATIONAL POLICE CHECK**

- 8.1 You will be required to undergo a National Police check as an essential requirement of your role.
- 8.2 The Employer may require you to repeat this check at any time during your employment.

8.3 The Employer reserves the right to terminate your employment without notice in the event that you do not pass this check to its satisfaction and are unable to perform the requirements of your role.

8.4 You must notify the Employer immediately in the event that you are charged with any criminal offence.

## **9. PRE-EMPLOYMENT MEDICAL EXAMINATION**

9.1 You will be required to undergo a pre-employment medical examination. The purpose of this medical examination is to determine whether there are any pre-existing conditions which may prevent or impact upon the efficient performance of your duties.

9.2 Evidence that you have undertaken this medical examination must be provided to the Employer prior to the commencement date, along with the required form confirming your fitness to perform your role.

9.3 In the event the medical examination indicates any pre-existing conditions which may prevent or impact upon the efficient performance of your duties, the Employer reserves the right to withdraw this offer of employment.

9.4 Upon commencement with the Employer, you will be reimbursed the reasonable cost of this medical assessment upon the provision of a receipt.

## **10. PLACE OF EMPLOYMENT**

10.1 The Employer's current premises is at the location described in **Item 3** of the Schedule.

10.2 Your principal place of employment may vary depending on the location of each Assignment. You will be notified of the principal place of employment at the commencement of an Assignment.

10.3 You may also be required to travel as reasonably necessary for the performance of your duties.

## **11. HOURS OF WORK**

11.1 You are employed as a casual On-hire employee and are required to perform the hours of work allocated by the Employer from time to time during an Assignment.

11.2 The Employer will give you reasonable notice of when you are required to work in accordance with any requirements under the Industrial Instrument. The Employer does not guarantee to provide you with a minimum or maximum amount of work.

11.3 Your maximum ordinary hours per week as a casual employee will be in accordance with the applicable Industrial Instrument. You may also be required to work reasonable additional hours.

11.4 You must not agree to vary your normal hours of work while on Assignment without first obtaining approval from the Employer.

## **12. TIME RECORDING**

12.1 You are required to complete regular time recordings as directed by management.

12.2 You are responsible for the completion of your own time record. Completing time records on behalf of another employee or permitting another employee to do so on your behalf, may result in disciplinary action, up to and including dismissal.

- 12.3 You may be required to present your timesheet, or any other time record, to the Host Client for authorisation periodically as directed by the Employer.

### **13. REMUNERATION**

- 13.1 Your rate of pay will be agreed before each individual Assignment and will be set out in the Confirmation of Assignment letter.
- 13.2 For the avoidance of doubt, the terms of one Assignment relating to the basis of pay, rate of pay, days and hours of work are not an indication of the terms of any other Assignment.
- 13.3 The rate of pay includes a casual loading. As a casual employee, you are not entitled to a number of entitlements such as paid personal leave or annual leave and the casual loading is paid in lieu of these entitlements.
- 13.4 The Employer will make Superannuation contributions on your behalf in accordance with legislation.

### **14. ANNUAL LEAVE**

You are not entitled to annual leave due to your casual employment status.

### **15. LONG SERVICE LEAVE**

Long service leave contributions will be paid in accordance with the relevant legislation.

### **16. PERSONAL LEAVE (SICK/CARER'S LEAVE)**

You are not entitled to paid personal leave due to your casual employment status.

### **17. OTHER LEAVE**

All other leave, including compassionate leave, parental leave and community service leave, will be provided to you in accordance with the Employer's policy and/or the Act, whichever is more generous.

### **18. PUBLIC HOLIDAYS**

- 18.1 You are entitled to be absent from work on a day or part day that is a public holiday in accordance with the Act, unless reasonably required to work by the Employer.
- 18.2 As a casual employee, any such absence will be unpaid, unless reasonably required to work by the Employer.
- 18.3 Additional rules regarding vehicles and driving are set out in the Handbook which you are expected to read and fully comply with. The Employer reserves the right to vary, alter or withdraw these arrangements and will provide reasonable notice of any such changes.

### **19. COMPANY OR HOST CLIENT PROPERTY**

- 19.1 You may be provided with company property or host client property in order to complete your duties as directed by the Employer.
- 19.2 The company property may only be used for business purposes. Reasonable personal use is only permitted where specifically authorised by the Employer.
- 19.3 The use of the company property is subject to the terms and conditions contained within the Handbook.

## **20. CONFIDENTIAL INFORMATION**

You agree at all times during and after your employment with the Employer:

- (a) to refrain from directly or indirectly disclosing to a third-party Confidential Information except in the proper course of carrying out your duties;
- (b) not to use the Confidential Information for any purpose other than for the benefit of the Employer;
- (c) to keep confidential all Company Confidential Information; and
- (d) to comply with the terms of this Contract unless otherwise required by applicable laws or regulations.

## **21. INTELLECTUAL PROPERTY**

- 21.1 All Intellectual Property rights arising from any Works created or developed by you in the course of your employment (whether alone or with others) will belong to the Employer and you agree to immediately disclose to the Employer all such Works.
- 21.2 You agree that all existing Intellectual Property rights, title and interest in all Works created or developed by you in the course of your employment (whether alone or with others) are vested in the Employer and upon their creation, all such rights will vest in the Employer. You agree to execute all documents and do all acts required to secure any Intellectual Property rights for the Employer.
- 21.3 For the benefit of the Employer, you consent to any and all acts or omissions (whether occurring before or after this consent is given) in relation to all Works made or to be made by you in the course of your employment which might otherwise infringe your Moral Rights in those Works.
- 21.4 You warrant that you have consented without coercion or without relying on any representations other than those set out in this contract.

## **22. NON-DISPARAGEMENT**

You must not at any time, either during your employment, or at any time after termination, disparage or otherwise make any statement, or permit or authorise any statement to be made, which is calculated or reasonably likely to damage the reputation or cause other damage to the Employer or any Associated Entity, or any of their respective employees or officers.

## **23. TERMINATION OF EMPLOYMENT**

- 23.1 At any time during the operation of the Contract, either party may terminate your employment by providing one hour's verbal or written notice of termination or one hour's pay in lieu of notice.
- 23.2 On termination of employment for any reason, you must immediately return to the Employer all property, documents and items relating to the business of the Employer which you have in your possession or control. This includes, but is not limited to, any car, equipment, papers, keys, reports, computers, information, programs, records and documents, intellectual property and other information, in whatever form, relating in any way to the Employer or its clients.
- 23.3 On termination of employment for any reason, you must also irretrievably delete any Confidential Information stored on any computer, magnetic or optical disk or memory, and all matter derived from those sources in your possession, custody, care or control outside the Employer's premises.

## **24. ASSIGNMENT**

- 24.1 You may not assign or transfer the rights and benefits under this contract.

24.2 The Employer may assign its rights and obligations under the Contract to any person, business, company or entity.

**25. GOVERNING LAW**

The Contract shall be governed by the jurisdiction of the courts in the State or Territory as described at **Item 5** of the Schedule.

**26. VARIATION OF TERMS**

The terms of the Contract may be varied from time to time by mutual agreement in writing between the parties.

**27. SEVERABILITY**

If any of the terms and conditions of the Contract are void, or become voidable by reason of any statute or rule of law then that term or condition shall be severed from the Contract without affecting the enforceability of the remaining terms and conditions.

**28. ENTIRE AGREEMENT**

The contents of the Contract constitute the entire agreement between you and the Employer. Any previous agreements, understandings, and negotiations on this subject matter cease to have effect.

**29. FAIR WORK INFORMATION STATEMENT**

By signing the Contract you acknowledge that the Employer has provided you with a copy of the Fair Work Information Statement.

**SIGNED BY AN AUTHORISED OFFICER OF THE EMPLOYER**

.....  
Authorised Officer

.....  
Witness

.....  
Title of Authorised Officer

.....  
Name of Witness (printed)

.....  
Dated

**SIGNED BY YOU**

.....  
Employee

.....  
Witness

.....  
Dated

.....  
Name of Witness (printed)



## SCHEDULE

		EK Recruitment Pty Ltd as EK Recruitment Pty Ltd ABN: 95 620 229 763
		OR
Item 1	Employer name and details	E K Trade Pty Ltd trading as EK Trade Pty Ltd ABN: 78 629 506 207
		OR
		E K Civil Pty Ltd trading as EK Civil Pty Ltd ABN: 18 629 506 332
		Address: 1C Grand Avenue, Rosehill NSW 2142
Item 2	Your name and details	{INSERT EMPLOYEE NAME & DETAILS EG. ADDRESS OR DOB}
Item 3	Employers Location	Address: 1C Grand Avenue, Rosehill NSW 2142
Item 4	Commencement date	{INSERT ORIGINAL DATE OF COMMENCEMENT}
Item 5	Governing law	New South Wales