

Employment contract – on-hire employee - casual

Employer:

Prime Recruitment Group Pty Ltd
110 Hay Street, Subiaco WA 6008

AND

Employee: The employee

CONTENTS

This Agreement is set out in the following manner.

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

1. DEFINITIONS

Act	means the <i>Fair Work Act 2009</i> (Cth), as amended or replaced from time to time.
Agreement	means this employment contract.
Assignment/s	means the project or the services to be performed for a Client of the Employer as identified in a COA.
Candidate	means any person who: (a) is registered with the Company, or a related body corporate, on the Termination Date, or within six months preceding the Termination Date, for the purposes of finding temporary or permanent work with any client of the Company; and/or (b) any person who is on the Termination Date, or was within six months preceding the Termination Date, carrying out temporary or contract work for a client of the Company.
Client of the Employer	means a Client of the Employer as defined under this Agreement, with whom the Employer has an agreement to provide on-hired employees and to whom the Employee may be assigned to work from time to time.
Company	means the Employer.
Employee	means Employee of the Employer covered by this Agreement.

Employer	means Prime Recruitment Group Pty Ltd
Parties	means the Employer and Employee.
Regulations	means the <i>Fair Work Regulations 2009</i> (Cth) as amended or replaced from time to time.
COA	means Confirmation of Assignment
You/your	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.
- 2.2 The Employee will be deemed to have accepted the terms of this Agreement, and it will be enforceable, 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.
- 2.3 This Agreement shall apply to all work performed by the Employee on Assignment with a Client of the Employer.
- 2.4 This Agreement and any COA 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.
- 2.5 If your employment on the Assignment is covered by an industrial instrument, it will be set out in the COA (the **Industrial Instrument**). The Industrial Instrument is not incorporated into, and does not form a part of, 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 (as defined by section 15A of the Act) and each shift/engagement for which the Employee is engaged shall be a separate and distinct period of employment.
 - b) The Employee receives a casual loading as specified in the COA, in lieu of paid leave and other entitlements associated with permanent employment.
 - c) The Employee is not obliged to accept any work offered to them and the Employee has no expectation of ongoing work.
 - d) This Agreement governs the terms and conditions of employment for every Assignment performed by the Employee for the Employer.
 - e) The Employer may direct where and how the Employee shall perform work on any particular Assignment.
 - f) The Employer may change or terminate Assignments of the Employee without reason and the Employee has no right to ongoing employment on any particular Assignment.
 - g) There is no obligation upon the Employer to offer future or ongoing Assignments or work to the Employee.
 - h) The Employer makes no firm advance commitment to continuing and indefinite work.
 - i) 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.
 - j) The Employer retains ultimate control of the Employee in relation to the performance of work on Assignment or otherwise.
 - k) 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.
 - 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 of the Employer to whom the Employee may be assigned to perform work.

- 3.2 A COA may be provided to the Employee in writing and may be varied from one assignment to another and one assignment position to another at the discretion of the Employer.
- 3.3 Any COA provided to the Employee shall stand alone and shall not be imported or read into this Agreement in any way whatsoever.
- 3.4 You must:
- a) undertake and perform the duties and responsibilities assigned to you, from time to time, to the best of your ability, including any incidental and peripheral tasks that you have the necessary skills and qualifications to perform safely;
 - b) perform your duties in a manner consistent with your position and exercise all due care, skill and attention in performing the duties and conduct yourself in a proper and professional manner;
 - c) act consistently with, always prompt and act in good faith consistent, with the Company's interest;
 - d) obey the Company's reasonable and lawful directions;
 - e) attend work fit and ready to commence your duties;
 - f) not attend work under the influence of alcohol or illicit/recreational drugs;
 - g) have the necessary skills and experience, and hold all licences, qualifications, certifications and accreditations, as necessary for your position (and inform the Company immediately if you do not have or cease to have such skills, experience, licences, qualifications, certifications and/or accreditations);
 - h) not accept payment or other benefit in money or kind from persons as an inducement or reward for any act or forbearance in connection with any matter or business transacted by or on behalf of the Company (unless you have the Company's prior written consent); and
 - i) otherwise comply with this Agreement.

4. TERMINATION OF EMPLOYMENT

- 4.1 Unless otherwise agreed in writing, the Employee may terminate the employment relationship by giving one hour's notice of his or her intention to terminate.
- 4.2 Unless otherwise agreed in writing, the Employer may terminate the Employee's employment for any reason (including at the request of the Client) by giving one hour's notice, or payment in lieu of notice.
- 4.3 Nothing in this Agreement shall affect the right of the Employer to dismiss an Employee without notice where the Employee is guilty of serious misconduct. For the purposes of this clause, serious misconduct includes:
- a) 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) sexual harassment;
 - (v) attendance at the workplace under the affects of prohibited drugs or alcohol;
 - (vi) the Employee refusing to carry out the Employer's lawful and reasonable instruction; or
 - (vii) the Employee not complying with the policies and procedures of the Employer or Client of the Employer; 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.

- 4.4 Upon termination of employment or when otherwise requested by the Employer, 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.

5. HOURS OF WORK

- 5.1 Your employment will be on a casual basis, as required and as advised from time to time in accordance with the relevant COA. This means there is no prescribed minimum or expected hours to be worked, rather, you will work in accordance with the demands of the business which may vary from time to time.
- 5.2 If applicable, any engagement will be in accordance with the minimum daily engagement (if any) contained in any relevant modern award or enterprise agreement.
- 5.3 You may decline any Assignment offered by the Company.

6. REMUNERATION

- 6.1 When performing work on assignment for a Client of the Employer, the Employee shall receive an hourly rate of pay that is not less than any applicable Industrial Instrument or, in the absence of an applicable Industrial Instrument, the National Minimum Wage.
- 6.2 The applicable hourly rate of pay for the work being performed will be set out in the COA and this hourly rate of pay shall be inclusive of a casual loading (**Remuneration**).
- 6.3 The Remuneration is inclusive of a casual loading. The casual loading compensates you for not having an entitlement to paid annual leave, paid personal/carer's leave, paid compassionate leave, payment for absence on a public holiday, payment in lieu of notice of termination and redundancy pay.
- 6.4 The payment of a rate of pay on any particular Assignment shall not provide the Employee with any right to continuing payment of such rate of pay on alternative assignments.
- 6.5 Unless otherwise agreed in writing by the Employer, the Remuneration shall be payable for all hours worked.
- 6.6 Your Remuneration (including both base rate and casual loading) is specifically off-set against, applied to and absorbs any industrial or legislative entitlements including any existing or newly-introduced payments or benefits to which you are or may become legally entitled (including but not limited to any requirement under the Act or succeeding legislation, any requirement to pay a minimum wage, allowances, overtime, penalty rates, loadings and shift loadings) under the Industrial Instrument or any legislation, award, collective agreement, enterprise agreement or the like, unless otherwise specified in this Agreement.
- 6.7 For the avoidance of doubt, if your employment is now or at any time covered by a modern award or future similar award, including the Industrial Instrument, within the meaning of the Act:
- a) your Remuneration is in full satisfaction of any requirement under a modern award, including the Industrial Instrument, to pay a minimum wage, allowances, overtime and penalty rates and loadings; and/or
 - b) the arrangements for when work is performed, overtime rates, penalty rates, allowances and loadings have been varied as set out in this Agreement and are better off overall than the modern award terms (or the terms of the Industrial Instrument).
- 6.8 If the Employee's employment is deemed or found to be other than on a casual basis, the Employer may set off against all amounts or entitlements owing to the Employee as a result of such deeming or finding, the difference between the amount(s) paid to the Employee based on the Employee's hourly rate together with any casual loading and the amount(s) that would have been payable to the Employee had the Employee been paid at the minimum hourly rate required by law.

7. LEAVE

- 7.1 The Employee shall be entitled to unpaid carers' leave and unpaid parental leave and family and domestic violence leave in accordance with the Act.
- 7.2 The Employee shall be entitled to long service leave, where applicable, in accordance with the relevant legislation.

- 7.3 In accordance with your engagement as a casual employee, you are not entitled to any paid annual leave, paid personal/carer's leave, paid compassionate leave or any other form of paid leave.

8. PUBLIC HOLIDAYS

- 8.1 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.
- 8.2 The Employee may be required to perform work on public holidays from time to time in accordance with the provisions of the Act.
- 8.3 The Employee is only entitled to payment for time actually worked on a public holiday.
- 8.4 All hours worked on a public holiday in clause 8.1 of this Agreement shall be paid at the Employee's applicable ordinary hourly rate provided in clause 6 of this Agreement unless otherwise agreed in advance and in writing.

9. SUPERANNUATION

- 9.1 The Employer will comply with its obligations under the applicable legislation relating to the remittance of superannuation contributions. All such contributions will be remitted to the complying fund nominated by you, and of which you advise us, prior to signing the Agreement. Subject to law, if no such fund is nominated by you, then such contributions will be remitted into any complying fund nominated by us.
- 9.2 The Remuneration is exclusive of statutory superannuation contributions.

10. READINESS FOR ASSIGNMENTS

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.

11. WORK HEALTH AND SAFETY

- 11.1 The Employee must use his or her best endeavours to comply with the requirements of the relevant work health and safety legislation in the State or Territory in which the Employee is working. This includes obeying lawful instructions and complying with lawful rules, processes and procedures of the Employer and Clients of the Employer.
- 11.2 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).
- 11.3 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.
- 11.4 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.

12. OBSERVANCE OF POLICIES AND PROCEDURES

- 12.1 The Employee must comply with all policies and procedures of the Employer and Clients of the Employer where such policies and procedures have been brought to the attention of the Employee.
- 12.2 The Employer, or the Client, may vary, change or terminate existing policies and procedures as well as devise and introduce new policies and procedures from time to time at their sole and complete discretion. It is the Employee's responsibility to familiarise themselves with these policies and procedures and keep up to date with any changes.

- 12.3 Any breach of these policies and procedures may result in the Employee being disciplined and, where appropriate, dismissed.
- 12.4 Where there is any inconsistency between policies and procedures of the Employer and those of Clients of the Employer, the Employer's policies and procedures shall override those of the Client of the Employer to the extent of the inconsistency, unless otherwise agreed or stated.
- 12.5 While the Employee must comply with such policies and procedures, the terms of any policies and procedures do not form part of, and are not incorporated into, this Agreement.

13. PAYMENT OF WAGES

- 13.1 The Employer shall electronically deposit the Employee's wages, less applicable tax, into a financial institution account nominated by the Employee. Wages shall be paid in arrears.
- 13.2 Wages shall be deposited on a weekly basis, 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.

14. EMPLOYEE NOTIFICATION

- 14.1 The Employee will notify the Employer of any grievances in relation to an Assignment or employment. The Employee shall not raise such grievance with a Client of the Employer unless authorised by the Employer, or where it relates to threats to health and safety of the Employee.
- 14.2 The Employee must notify the Employer as soon as reasonably possible of any offer of employment made to the Employee by the Client of the Employer or any approach to the Employee by the Client of the Employer to discuss potential employment with the Client.
- 14.1 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.
- 14.2 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.
- 14.3 The Employee will notify the Employer, as soon as reasonably possible, of any change to personal details relevant to the employment and employment communications.
- 14.4 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 COA.
- 14.5 The Employee will notify the Employer, as soon as reasonably possible, of any decision to commence work for an employer or principal where such new employer may reasonably be considered a competitor to the Employer or any Client of the Employer. A competitor to the Employer or any Client of the Employer shall be any organisation or body which currently provides, or is proposing to provide, the same products or services as the Employer or Client of the Employer.

15. TIMESHEETS

The Employee shall complete accurate 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.

16. DRESS

The Employee shall present for work in neat and orderly dress and appearance and shall dress in accordance with any reasonable directions of the Employer or Client of the Employer.

17. CONFIDENTIALITY

- 17.1 The Employee will not, during their employment or subsequently, without the prior written consent of the Company or the relevant Client, disclose directly or indirectly to any person for any reason, other than for the purpose of the Employee's employment with the Employer, any Confidential Information.
- 17.2 The Employee will not, during the course of their employment or subsequently, without the prior written consent of the Company or the relevant Client, use, copy, transmit or remove or attempt to use, copy, transmit or remove any part of the Confidential Information for any purpose, other than for the purpose of the Employee's employment with the Employer, or in any manner that may cause or be calculated to cause, injury or loss to the Company or the relevant Client or any related to, or associated with, the Company or the relevant Client.
- 17.3 Confidential Information that the Employee receives in the course of their employment is the property of:
- a) the Company or the relevant Client, or
 - b) a related Body Corporate of the Company, as appropriate.
- 17.4 The Employee must, at all times, use their best endeavours to prevent the use or disclosure of any Confidential Information by third parties.
- 17.5 The Employee will notify the Company or the relevant Client immediately on becoming aware of any actual or possible unauthorised disclosure of or access to Confidential Information, whether by the Employee or otherwise.
- 17.6 In relation to the restrictions contained in this clause the Employee acknowledges that:
- a) the Company's rights under this clause are in addition to, and do not derogate from or affect the Company's common law rights;
 - b) the restrictions are reasonable and necessary for the protection of the Company; and
 - c) the Company may obtain an injunction against the Employee if the Employee breaches this clause or without limiting any other right or remedy that the Company may have against the Employee or another person.
- 17.7 "Confidential Information" means any information in respect of the Company's or the relevant Client's business which is not in the public domain and includes, but is not limited to Candidate, client or consultant lists; financial, marketing and strategic information; all financial information, pricing lists, schedules and structures, product margins and financial plans; details of agreements and arrangements with third parties, including client information, lists, requirements and terms of trade; details of assignments; procedures, techniques and methods, calculations, manuals, trade secrets, formulas and computer software; reports and analyses, human resources information including remuneration details and bonus/commission structure of other employees; research or development information; information over which Intellectual Property Rights are held; and anything marked 'confidential' or otherwise known by you to be regarded by the Company as confidential.

18. INTELLECTUAL PROPERTY

- 18.1 Subject to any express written agreement to the contrary, you agree that all Intellectual Property Rights in the Materials automatically vest in the Company or the relevant Client and you will have no claim to or interest of any nature in such Materials.
- 18.2 You must disclose to the Company or the relevant Client all work, ideas, concepts, designs, inventions, developments and improvements made in or during the course of your employment or with the use of any of the Company's or the relevant Client's time, materials or facilities whether made or conceived alone or with others, immediately following it being so created, developed, expanded, added to or modified.
- 18.3 To the extent permitted by law, you unconditionally and irrevocably consent to the Company (and persons claiming an interest in the Materials through the Company) or the relevant Client committing any act or omission that may constitute an infringement of your Moral Rights in respect of all Materials created prior to or after this

consent is given, and you waive all Moral Rights that you may have worldwide for the benefit of the Company or the relevant Client its licensees, successors in title and anyone authorised by any of them to do any act comprised in any copyright in the Material.

18.4 You must, when required, do all things and execute all documents necessary to give effect to this clause 18.

18.5 For the purpose of this clause:

- a) **Intellectual Property Rights** means all present and future rights conferred by statute, common law or equity in or in relation to copyright, trademarks, trade names, logos, symbols, brand names, designs, trade secrets, patents, circuit layouts, plant varieties, business and domain names, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable. These rights include:
 - i all rights in all applications to register these rights;
 - ii all renewals and extensions of these rights; and
 - iii all rights in the nature of these rights, such as Moral Rights.
- b) **Materials** means works, ideas, concepts, designs, inventions, developments, improvements, systems or other material or information, created, made or discovered by you (either alone or with others and whether before or after the date of this document) in the course of your employment or as a result of using the resources of the Company or the relevant Client.
- c) **Moral Rights** means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed and rights of a similar nature, that exist, or may come to exist, anywhere in the world in all Materials made or to be made by you in the course of your employment.

19. GENERAL

19.1 Legal advice

The Employee acknowledges that they have had the opportunity to seek legal advice prior to executing this Agreement.

19.2 Government statement

By clicking this [link](#) is the Fair Work Information Statement. The terms of the Fair Work Information Statement provide information to you, as required by the Federal Government. However, the statement does not form part of this Agreement and are not contractual terms, conditions or representations upon which you may rely.

19.3 Amendment

This Agreement may only be amended in writing signed by the Company and the Employee.

19.4 Waiver or variation

- a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- b) The exercise of a power or right does not preclude:
 - (i) its future exercise; or
 - (ii) The exercise of any other power or right.
- c) The variation or waiver of a provision of this Agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

19.5 Counterparts

This Agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Agreement will be the date on which it is executed by the last party.

19.6 Whole agreement

- a) In relation to the subject matter of this Agreement:

- (i) this Agreement is the whole agreement between the parties; and
 - (ii) this Agreement supersedes all oral and written communications by or on behalf of any of the parties.
 - b) All of your rights or benefits or any employer duties or mutual employer and employee duties which are not expressly set out and which otherwise would be implied by law (either as a matter of law or fact) are expressly excluded.
- 19.7 No reliance on warranties and representations
- a) In entering into this Agreement, each party:
 - (i) has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this Agreement made by any person; and
 - (ii) has relied entirely on its own enquiries in relation to the subject matter of this Agreement.
 - b) This clause does not apply to warranties and representations that this Agreement expressly sets out.
- 19.8 Severance
- If any part of this Agreement is invalid or unenforceable, that part of the Agreement will be modified to that it is enforceable. If that part cannot be modified, it will be severed and the rest of the Agreement will continue to operate. The remainder of this Agreement continues in full force.
- 19.9 Governing Law
- This Agreement is governed by the law in force in the State or Territory of the location in which the Employee works under the COA. The parties agree to submit to the exclusive jurisdiction of the Courts of that State or Territory.

EXECUTED as an agreement.

Prime Recruitment Group Pty Ltd by its authorised



Authorised Signatory

Susan Chamberlain

Authorised Signatory Name

Digitally accepting this employment agreement via the [Candidate Registration & Medical Form](#) you agree to the terms of this agreement (Employment contract – on-hire employee – casual).