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## EMPLOYMENT AGREEMENT FOR CASUAL EMPLOYEES

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DATED: THE \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

BETWEEN

Company Pty Ltd ACN 111 222 333 (“the Employer”)

AND

John Smith (“the Employee”)

# EMPLOYMENT AGREEMENT FOR CASUAL EMPLOYEES

THIS EMPLOYMENT AGREEMENT made on THE \_\_\_ DAY OF \_\_\_\_\_ 20\_\_

**BETWEEN:** Company Pty Ltd ACN 111 222 333 having its registered office at 1 Smith Street SYDNEY NSW 2000 (“the Employer”);

**AND:** John Smith of 1 Perth Street Perth 5000 (“the Employee”).

## BACKGROUND:-

- A. The Employer has agreed to employ the Employee on the terms and conditions set out in this Employment Agreement and the Employee has agreed to be employed by the Employer on those terms and conditions.
- B. In this Agreement a reference to “the Act” means the *Fair Work Act 2009* (Cth).

## TERMS & CONDITIONS

### 1. ENGAGEMENT

- 1.1 The Employee is employed by the Employer. The Employee’s employment commences on 27/02/2010. The Employee must report for work on 26/02/2010 at 8:30 am at the Employer’s premises at 1 Smith Street SYDNEY NSW 2000. The Employee must report to John Smith the HR Manager. In the course of employment the Employee’s place of employment may change.
- 1.2 The Employee is employed in the position of Receptionist.
- 1.3 The Employee’s duties and responsibilities in this position include all the duties and responsibilities that would normally attach to that type of position. The Employer may change these duties and responsibilities during the course of the Employee’s employment after consultation with the Employee.

1.4 In addition to the duties and responsibilities referred to in this Employment Agreement, the Employee is required to fulfil the list of duties and responsibilities set out in Attachment No. 1.

1.5 The Employee is employed on a casual basis.

## **2. EMPLOYEE'S OBLIGATIONS**

2.1 The Employee must at all times in the course of the Employee's employment:-

- (a) act honestly and always in the best interests of the Employer;
- (b) promptly follow all lawful and proper directions of the Employer in respect to the carrying out of the Duties;
- (c) punctually attend each work day at the designated place of work at the times stipulated by the Employer;
- (d) carry out all the Duties carefully responsibly and competently, and
- (e) co-operate and assist management and other employees as and when required.

2.2 Except with the prior consent of the Employer, the Employee must only use computers, telephones, equipment, machinery and vehicles ("Items") belonging to the Employer for the proper and legitimate purposes of carrying on the Employer's business and in fulfilling the Duties. The Employee must not use any of the Items for the Employee's personal benefit without the prior written permission of the Employer.

2.3 There may be occasions when the Employee is requested by the Employer to do work which would not usually be done by a person holding the Employee's position. Notwithstanding this, the Employee must carry out such work. Nothing in this clause obliges the Employee to take on any work that is dangerous or which requires particular training or experience which the Employee does not have.

2.4 The Employee must at all times in dealings with other employees, customers, and contractors conduct himself/herself in a manner that promotes and protects the image, reputation and goodwill of the Employer and Employer's business. In particular the Employee must always:-

- (a) be courteous and attentive to customers; and
- (b) co-operate and work well with fellow employees.

2.5 The Employee must not:-

- (a) smoke in the workplace;
- (b) consume alcohol or take prohibited drugs in the workplace;
- (c) come to work intoxicated; and/or
- (d) come to work under the influence of prohibited drugs.

### **3. WAGES**

3.1 The Employee's ordinary hourly rate of pay shall be \$26.5 per hour, which includes superannuation. This rate includes a casual loading of 20% which is in lieu of annual leave, annual leave loading and personal leave. Wages are paid weekly by electronic funds transfer.

3.2 The Employer will pay the superannuation guarantee levy currently nine percent (9%) to a superannuation fund. The Employee may elect to join a superannuation fund of his/her choice.

3.3 Subject to any legal requirements to the contrary, the Employee may request the Employer to sacrifice a portion of the Employee's pre-tax ordinary salary/wages into the Employee's nominated superannuation fund ("the Salary Sacrifice"). The Employer may agree to the Salary Sacrifice requested at its discretion, although such agreement shall not be unreasonably withheld. Where Salary Sacrifice occurs, the Employee's ordinary pre-tax salary/wages shall be reduced by the amount sacrificed into the nominated superannuation fund.

3.4 The Employee's wages will be reviewed half yearly.

### **4. HOURS OF WORK**

4.1 The Employee is employed on an hour by hour basis.

4.2 In accordance with Division 3 of Part 2-2 of the Act, unless an Award or Collective Agreement provides otherwise, each day the Employee is entitled to take an unpaid meal break for 30 minutes after working not more than five (5) hours.

4.3 The Employee's work hours are flexible and may be subject to change during the course of the Employee's employment with the Employer.

## 5. PUBLIC HOLIDAYS

5.1 In accordance with Division 10 of Part 2-2 of the Act, where the Employee is rostered to work on a public holiday, the Employee is entitled to a day off on that public holiday. The Employer may however request that the Employee work on a particular public holiday. The Employee may refuse that request (and take the day off) if the employee has reasonable grounds for doing so.

5.2 For the purposes of this clause, the following are public holidays:

(a) 1 January (New Years Day), 26 January (Australia Day), Good Friday, Easter Monday, 25 April (Anzac Day), Queens Birthday, 25 December (Christmas Day), 26 December (Boxing Day), and

(b) any other day declared by or under the law of a state or territory as a public holiday, other than a day declared in substitution for a day in paragraph (a) above, a union picnic day or any other day excluded by the *Workplace Relations Regulations 2006* (Cth) as amended from time to time.

5.3 This clause reflects Section 114-116 of the Act which cannot be overridden by any Collective Agreement or Award.

## 6. UNPAID CARER'S LEAVE

6.1 The Employee is entitled to up to 2 days unpaid carer's leave for each occasion when an immediate family member or a household member requires care or support due to personal illness, injury or an unexpected emergency. The Employer may provide additional unpaid carer's leave at its discretion.

6.2 Where unpaid carer's leave was, is being or will be taken, the Employee must, as soon as reasonably practicable, provide the Employer with notice that he/she requires (or

required) leave to provide care or support to an immediate family member or member of the Employee's household, who requires care or support because of personal illness, injury or an unexpected emergency.

6.3 The Employer can also require the Employee to provide certain documentation such as a medical certificate or a statutory declaration. The documentation which may be required by the Employer is set out in the Employee Handbook. This does not apply where the Employee cannot comply due to circumstances beyond his/her control.

## **7. PARENTAL LEAVE**

7.1 A casual Employee is only eligible for Parental Leave to the extent provided by Division 5 of Part 2-2 of the Act.

7.2 The Employee Handbook details the amount of Parental Leave provided by the Act as well as the notification and documentation requirements.

## **8. UNPAID LEAVE**

8.1 Subject to the Act, the Employee may apply for other types of unpaid leave subject to the discretion of the Employer and having regard to the requirements of the business.

## **9. EXPENSES**

9.1 The Employee will be reimbursed for all monies reasonably expended by the Employee on behalf of the Employer in accordance with the Employee's duties where approval for the expenditure has been obtained from the Employer.

9.2 The Employee may be required as a pre-condition to reimbursement, to provide the Employer with invoices or receipts for such expenses.

## **10. JURY SERVICE**

10.1 If the Employee is called up for jury service, he/she must immediately notify the Employer of the date upon which the Employee is required to attend for jury service. The Employee is required to forward all correspondence with respect to the Employee's attendance for jury service to the Employer.

## **11. OCCUPATIONAL HEALTH AND SAFETY**

- 11.1 The Employer takes its obligations in respect to Occupational Health and Safety (“OH&S”) seriously. The Employer intends to ensure that at all times it provides a safe and healthy work environment for all its employees, contractors, customers and visitors.
- 11.2 The Employee is invited to become involved on OH&S and to raise any issues relating to risks, hazards, safety or health that come to the Employee’s attention.
- 11.3 If the Employee becomes aware of any circumstance hazard or conduct by any person that could give rise to a risk of injury or illness to any person then the Employer should immediately inform their supervisor, fill out a hazard report form and lodge it with the Employer’s safety officer.
- 11.4 The Employee must at all times observe all safety requirements as stipulated by the Employer. The Employee must not by act or omission bring about any circumstance that could cause danger or injury to any other person. The Employee must use all equipment safely and observe and follow all directions for the safe and proper use of equipment. Where under OH&S requirements the Employee must wear protective clothing helmets, goggles, masks or ear muffs then the Employee must only carry out those tasks if the Employee is wearing and using the appropriate protective clothing and gear.

## **12. ALCOHOL AND DRUGS**

- 12.1 As part of our OH&S policy, alcohol consumption or drug use in the workplace is strictly prohibited. The Employee must not come to work intoxicated or under the influence of drugs.
- 12.2 The Employee must comply with the Alcohol and Drug Policy set out in the Employee Handbook.

## **13. TERMINATION OF EMPLOYMENT**

- 13.1 Either the Employee or the Employer may terminate the Employee’s employment by giving to the other 1 hour’s notice to that effect

- 13.2 The Employer may at its discretion pay the Employee for the period of notice together with other termination payment entitlements, not require the Employee to work in the notice period, and terminate this Employment Agreement forthwith. The Employer may at its discretion require the Employee to work only part of the notice period and pay the Employee for the whole notice period and terminate the Employment Agreement.
- 13.3 The Employer may terminate the Employee's employment summarily and without notice if the Employee engages in serious or wilful misconduct.
- 13.4 Misconduct by the Employee includes any of the following:-
- (a) a deliberate and wilful failure to follow any lawful instruction or direction by the Employer's supervisor or any person from whom he/she is required by the Employer to take directions from; or
  - (b) serious negligence or incompetence in the performance of duties; or
  - (c) any act of dishonesty or deceit by the Employee; or
  - (d) any improper or unauthorised use of confidential information owned or used by the Employer; or
  - (e) any improper or unauthorised use of Company property; or
  - (f) act in a way which in the reasonable opinion of the Employer may injure or be likely to injure the business or reputation of the Employer; or
  - (g) any rude, abusive, violent, threatening or seriously inappropriate conduct including bullying towards other employees or towards customers; or
  - (h) downloading pornography or viewing pornography on the internet; or
  - (i) sending any message over the internet that is defamatory of any person, or is misleading or deceptive or likely to mislead or deceive any person; or
  - (j) being intoxicated or under the influence of illicit drugs in the workplace, or
  - (k) consuming alcohol or taking illicit drugs in the workplace; or



- (l) improper or inappropriate use of your position; or
- (m) any conduct that in the reasonable opinion of the Employer constitutes a serious or potentially serious conflict of interest, including working for any competitor of the Employer; or
- (n) any reckless or deliberate damage to any of the Employer's property; or
- (o) any wilful or continued failure to observe the policies and procedures of the Employer as set out in the Employee Handbook.

13.5 In order to protect the goodwill of the Employer's business the Employee must not for a period of 5 month(s) ("**the Time**") and within 500 kilometres of the Employer's place of business where the Employee last worked for the Employer ("**the Area**") work for any company that is a competitor of the Employer or himself/herself directly or indirectly carry on or be involved in any business that is competitive to the Employer's business. If the Time or the Area are unreasonable then the Time shall be reduced by half (if the Time is unreasonable) and Area shall be reduced by half using the Employer's place of business where the Employee last worked for the Employer as the centre of the Area so halved.

13.6 The Employee must not for 12 months after the termination of the employment solicit other employees of the Employer to resign and take up employment with the Employee.

13.7 The Employee must not for a period of 12 months from termination of his/her employment solicit, approach or induce any customer of the Employer or supplier to the Employer to become a customer of or supplier to any other person or company that competes with the Employer.

13.8 The obligations in this clause survive termination of this Employment Agreement and shall continue to bind the Employee and be fully enforceable against the Employee by the Employer.

#### **14. CONFIDENTIALITY AND TRUST**

14.1 During the term of employment the Employee must not work for a competitor of the Employer.

- 14.2 The Employee stands in a position of confidence and trust. The Employee must not provide any information about the Employer's business or its customers or suppliers to any competitor.
- 14.3 The Employee must not make disparaging remarks about the Employer to its other employees, to customers or to any other person. The Employee must not make disparaging remarks about the Employer's business, its products or services to any customers or any person.
- 14.4 The Employer takes seriously its obligations under the *Privacy Act 1988* (Cth). The Employee must not disclose or use any personal information the Employee has access to relating to any other employee or any customer of the Employer. The Employee is required to take all reasonable steps to protect all such personal information in the Employee's possession against wrongful disclosure or misuse by any other person.
- 14.5 For the purposes of this clause, "confidential information" means all:-
- (a) information contained in a document, or any software that is the property of our Company and which is by its nature confidential to us and/or our Business and/or to any of our customers; and
  - (b) documents or software that is marked or contained in a package or envelope that is marked "Private", "Strictly Confidential", "Confidential", "Secret" or "Not to be disclosed" or otherwise uses words which indicate that the Employer regards the information as being of a confidential nature; or
  - (c) oral, written, recorded information and/or databases concerning us, our Business, any customer, our menus, systems and procedures.
- 14.6 The Employee must only use confidential information for the Employer's benefit and in the proper performance of the Employee's obligations as an employee.
- 14.7 The Employee must not, at any time either during his/her employment or following the Employee's resignation or termination, disclose or divulge any confidential information without the Employer's prior written consent.

14.8 The Employee must not use or attempt to use any information, which the Employee acquires in the course of his/her employment in any manner which may reasonably be expected to cause injury or loss or be calculated to injure or cause loss to the Employer.

14.9 Upon the termination of the Employee's employment with the Employer, the Employee will be required to return all confidential information to the Employer.

## **15. EMPLOYEE HANDBOOK**

15.1 The Employee Handbook provides general information about the Employer and details a number of the Employer's Policies and Procedures. The Employee is expected to be aware of these Policies and Procedures and must comply with them.

15.2 The Employer may at its discretion add to or amend the content of the Employee Handbook.

## **16. TRANSMISSION OF THE EMPLOYER'S BUSINESS**

16.1 Where during the course of the Employee's employment the Employer's business or that part of it in which the Employee is employed is sold or transferred to another company then the Employer shall use all reasonable commercial endeavours to facilitate the acquirer of the business to offer the Employee employment on the same or similar terms to this Employment Agreement.

16.2 If the Employee does not accept an offer of employment from the acquirer of the business or is not offered employment by the acquirer of the business then the Employer may terminate the Employee's employment. The Employer is not liable to pay any redundancy sum to the Employee on such termination unless an Award or Collective Agreement provides otherwise.

## **17. INDEPENDENT LEGAL ADVICE**

17.1 The Employee has had the opportunity to obtain separate and independent legal advice before signing this Employment Agreement.

**18. WHOLE AGREEMENT**

18.1 This Employment Agreement represents the whole agreement between the Employer and the Employee. Any prior representations by the Employer or any person on its behalf are not relied on by the Employee and the Employee expressly acknowledges having read this Agreement and satisfied himself/herself as to its terms.

**19. ADDITIONAL CLAUSES**

19.1 The additional clauses (if any) set out in the schedule to this Agreement shall also apply as terms of this Agreement.

**SAMPLE ONLY**  
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU  
PROVIDE THROUGH THE BUILDING PROCESS

**EXECUTED** by the Sole Director and  
Company Secretary of **Company Pty Ltd** )  
**ACN 111 222 333** pursuant to Section )  
127(1) of the *Corporations Act* 2001 in the )  
presence of: )

\_\_\_\_\_  
Sole Director and Company Secretary

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**SIGNED** by the Employee

\_\_\_\_\_  
in the presence of: )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
[Print name]

\_\_\_\_\_  
[Print name]

**SAMPLE ONLY**  
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PROVIDE THROUGH THE BUILDING PROCESS

# ATTACHMENT No 1

## EMPLOYEE'S DUTIES AND RESPONSIBILITIES

- Transport of Air-conditioning units
- Installation of air-conditioning unites
- Repairing units
- Callouts to client premise to test temperature
- Testing units
- Quoting of new units
- Adhere to OH & S procedure
- Attend meetings when required

**SAMPLE ONLY**  
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PROVIDE THROUGH THE BUILDING PROCESS

Initial: \_\_\_\_\_

## **SCHEDULE**

### **PUBLIC HOLIDAY LOADING**

If the Employee is required to work on a public holiday the Employee will be entitled to a day in lieu or paid double time and a half for all time worked.

### **REDUNDANCY**

In the event that the Employee is made redundant from his/her position with the Employer, the Employee shall be entitled to the following payments:

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PROVIDE THROUGH THE BUILDING PROCESS

*Initial:* \_\_\_\_\_

<b>SCALE OF REDUNDANCY PAYMENTS</b>	
<b>Length of Continuous Service</b>	<b>Rate for Calculation of amount of severance payment</b>
Less than 1 year	Nil
1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	7 weeks
4 years but less than 5 years	8 weeks
5 years but less than 6 years	10 weeks
6 years but less than 7 years	11 weeks
7 years but less than 8 years	13 weeks
8 years but less than 9 years	14 weeks
9 years but less than 10 years	16 weeks
10 years	12 weeks

*Note: the long service leave entitlements provide a rationale for the diminishing Redundancy entitlements for employees with 10 years or more service*

The Employee is not entitled to redundancy if the Employer or another company through the intervention of the Employer is able to offer the Employee immediately suitable alternative employment at comparable pay and conditions.

Initial: \_\_\_\_\_