

The Wood Group (Aust) Pty Ltd Employment Contract (On-Hire Casual)		
Issue Date: 4/09/2019	Version:	Issuer: Peta Van Heurck

PARTIES

Employer: The Wood Group (Aust) Pty Ltd trading as Wood Recruitment
Level 3, 679 Murray Street, West Perth 6005
WEST PERTH WA 6005
ACN 27 058 548 771

AND

Employee: The Employee named in the Employee Signature Clause of this Agreement -
Clause 18 of this Agreement

CONTENTS

This Agreement is set out in the following manner.

Clause No. Subject Matter

- Definitions
- 1. Duration and Scope of the Agreement
- 2. Employment Status and Engagement
- 3. Termination of Employment
- 4. Hours of Work
- 5. Remuneration
- 6. Leave
- 7. Public Holidays
- 8. Superannuation
- 9. Readiness for Assignments
- 10. Workplace Health and Safety
- 11. Observance of Policies and Procedures
- 12. Employee Notification
- 13. Timesheets
- 14. Dress
- 15. Confidentiality and Ownership
- 16. Acknowledgements
- 17. Wood Recruitment Documentation
- 18. Signatories

DEFINITIONS AND INTERPRETATION

Unless otherwise specified the following words shall have the following meaning:

Agreement	means this contract
Assignment(s)	means the project or the services to be performed for a Client of the Employer as identified in a SAC.
Contract	means this contract
Client	means a client of the Employer with whom the Employer has an agreement to provide on-hire worker services and to whom the Employee may be assigned to work from time to time.
Parties	means the Employer and Employee.
SAC	means Summary of Assignment Conditions
we/us/our	means the Employer
you/your	means the Employee

1. DURATION AND SCOPE OF THE AGREEMENT

- 1.1. This Agreement shall commence when you commence work with a Client for us on a casual assignment basis.
- 1.2. You will be deemed to have accepted the terms and conditions of this Agreement, regardless of whether you have signed it, upon the commencement of an Assignment with a Client.
- 1.3. The terms and conditions of any Assignment will be confirmed within a separately SAC which shall be issued to you prior to the commencement of an Assignment. The commencement of an Assignment will be taken as an implied acceptance of the terms and conditions of that particular Assignment as contained within the applicable SAC.
- 1.4. This Agreement shall apply to all Assignments performed by you and there shall be no actual, or implied, contractual relationship between the Parties in between Assignments other than any ongoing obligations and covenants contained within this Agreement.
- 1.5. This Agreement, together with any SAC relating to a particular Assignment, shall form the terms and conditions of your casual employment.
- 1.6. This Agreement shall be read in conjunction with any modern award or enterprise agreement. Where there is any inconsistency between the Agreement and any modern award or enterprise agreement, the provisions of the Agreement will prevail.

2. EMPLOYMENT STATUS AND ENGAGEMENT

2.1. You are employed as a casual on-hire employee, which means that:

- a) you are employed as a casual employee;
- b) you shall receive a casual loading, as specified in the SAC, in compensation for annual leave, personal leave, compassionate leave, redundancy pay, notice of termination and other entitlements associated with permanent employment provided by the relevant instrument or National Employment Standards (NES);
- c) this Agreement governs the terms and conditions of employment for each Assignment performed by you;
- d) the termination of an Assignment for whatever reason does not of itself constitute the termination of your employment;
- e) we do not guarantee or commit to offer you any Assignment(s), or to do so with any particular frequency or regularity, or on any particular terms. However, this Agreement applies to any Assignment(s) that we engage you to perform, until such time as the Agreement is terminated or replaced;
- f) you are not obliged to accept or agree to work on an Assignment that is offered to you. If you do accept or agree to work on an Assignment then the terms of the SAC issued to you by us in relation to that Assignment will apply to you in addition to the terms of this Agreement;
- g) you are entitled to accept or reject hours offered to you under an Assignment. If you do wish to reject hours, change hours or work additional hours while on an Assignment you are required to notify us in advance. Any additional hours require approval by us before being worked, and a failure to do so may result in you not being paid for those unauthorized hours;
- h) we may direct where and how you perform work on any particular Assignment;
- i) we may change or terminate an Assignment without reason;
- j) you have no right to ongoing employment, or the continued engagement upon a particular Assignment;
- k) we are under no obligation to offer you any future Assignment;
- l) we are under no obligation to offer the same or similar terms and conditions when commencing a new Assignment, or undertaking a new position within an existing Assignment;
- m) we retain ultimate control over your employment including all matters associated with your conduct and performance while working an Assignment;
- n) you are required to comply with all reasonable instructions issued by an authorised representative of the Client so as to facilitate the proper performance of an Assignment;

- o) the employment relationship is and remains between the Parties to this Agreement and no employment relationship exists, or shall be created, between you and any Client; and
- p) any right, entitlement, benefit or privilege that accrues in respect of service will accrue in accordance with the relevant law that governs that service.

3. TERMINATION OF EMPLOYMENT

- 3.1. Unless otherwise agreed in writing the parties may terminate the employment relationship upon one hours' notice.
- 3.2. Nothing in this Agreement shall affect our right to dismiss you without notice for reasons of serious misconduct. For the purposes of this clause, serious misconduct shall include, but is not limited to:
 - a) Wilful, or deliberate, behaviour that is inconsistent with the continuation of employment, including:
 - i. theft;
 - ii. fraud (including falsifying company documents or records);
 - iii. assault;
 - iv. bullying and or harassment;
 - v. attendance upon the workplace whilst under the affects of alcohol or prohibited drugs;
 - vi. failure to perform any lawful and reasonable instructions issued by us or a Client; or
 - vii. failure to comply with our internal policies and procedures or those of a client; or
 - b) Conduct that causes imminent and serious risk to:
 - i. a person's health or safety; or
 - ii. our reputation, viability or profitability.
- 3.3. In the event that you are absent from work for a period of three consecutive rostered shifts without our express consent, or without prior notification, it shall be deemed that you have abandoned your employment.
- 3.4. In the event that the Company determines you have abandoned your employment in accordance with clause 3.3, you will be notified in writing that your employment has been terminated.
- 3.5. Upon the termination of your employment for whatever reason, or earlier upon request, you shall immediately return any and all documents, publications, manuals, uniforms and other property whatsoever which is in your possession.

4. HOURS OF WORK

- 4.1. Your ordinary hours of work will be set by the Client to meet the Client's business needs and in accordance with the Award.
- 4.2. All additional hours shall be paid at your applicable ordinary hourly rate provided in clause 5 of this Agreement, unless otherwise specified by the relevant Award.
- 4.3. There is no guarantee of hours, or of any particular pattern of hours, during your employment or any Assignment. The arrangement of any hours of work on an Assignment is determined by the Client and may vary from those in any SAC at any time.

5. REMUNERATION

- 5.1. You shall be advised, either verbally and/or in writing, prior to the commencement of an Assignment of the applicable hourly rate of pay for the work being performed. This hourly rate shall be not less than the minimum modern award rates applicable to the work being performed or, in the absence of an applicable award, the national minimum wage. This hourly rate of pay shall be inclusive of any applicable casual loading.
- 5.2. The 25% casual loading paid is compensation for annual leave, personal leave, compassionate leave, redundancy, notice of termination and other entitlements applicable under the NES to permanent employment.
- 5.3. We will pay your wages into your nominated bank account on either a weekly or a fortnightly basis upon a date to be advised. We reserve the right to alter or vary the frequency any such payments at our sole discretion subject to the provision of one month's notice.
- 5.4. The payment of a particular rate of pay on a particular Assignment shall not give rise to a right to the ongoing payment of this rate of pay on future alternative Assignments.
- 5.5. Unless otherwise specified in this Agreement, by separate written agreement or in the terms of an SAC, the rate of pay identified within the relevant SAC will be in full and final satisfaction of all penalties, loadings or overtime that would otherwise apply under an applicable Modern Award, and the casual loading will be in lieu of any paid leave or other permanent employee entitlements.
- 5.6. If your employment is deemed or determined to be upon anything other than upon a casual basis, we reserve the right to set off against all amounts or entitlements owing to you as a result of such deeming or finding, the difference between the amount(s) paid to you based upon your hourly rate together with any casual loading and the amount(s) that would have been payable to you had you been paid at the minimum hourly rate required by law.

6. LEAVE

- 6.1. You shall be entitled to unpaid carers' leave and parental leave in accordance with the National Employment Standards contained within the Fair Work Act 2009 (Cth).
- 6.2. You shall be entitled to long service leave, where applicable, in accordance with the relevant legislation.
- 6.3. As a casual employee you are not entitled to paid annual leave or personal/carer's leave.

7. PUBLIC HOLIDAYS

- 7.1. 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 together with and any other government gazetted public holidays in the relevant state or territory in which work is being performed.
- 7.2. You may be required to perform work on public holidays from time to time to satisfy the conditions of an Assignment. You shall not be deemed rostered to work on a public holiday unless expressly directed to do so by us.
- 7.3. All hours worked on a public holiday shall be paid at your applicable ordinary hourly rate of pay provided in clause 5 of this Agreement unless otherwise agreed in advance and in writing.

8. SUPERANNUATION

- 8.1. We will comply with all obligations under the appropriate legislation relating to the payment of superannuation contributions. All such contributions will be remitted to either a complying fund nominated by you, or a complying fund nominated by us in the event that you fail to nominate a complying fund.

9. READINESS FOR ASSIGNMENTS

- 9.1. You authorise and consent to us completing, at our sole discretion, a criminal record or police check, qualification checks and/or any other additional reference checks prior to considering whether to offer you a new Assignment or Assignment position.

10. WORKPLACE HEALTH AND SAFETY

- 10.1. You must use your best endeavours to comply with the requirements of the relevant work health and safety legislation in the State or Territory in which you are working. This includes obeying all lawful instructions and complying with any lawful rules, processes and procedures as amended from time to time.
- 10.2. You must advise us of any change in your capacity, either physical or psychological, to work safely and without risk to health, including but not limited to any injury, illness or medication you are taking (prescribed or otherwise).
- 10.3. You must notify us if any party requests or directs you to perform unsafe tasks.
- 10.4. We may at our sole discretion, direct you to complete a medical assessment either prior to the commencement of your employment, or during the course of your employment, where it is reasonably required to determine your capacity to perform work safely and without risk to health and safety.

11. OBSERVANCE OF POLICIES AND PROCEDURES

- 11.1. You are required to fully comply with our internal policies, or those of a Client, which apply to your employment or Assignment as varied and amended from time to time. You acknowledge and agree that any such policies and procedures take effect as if directions given by us and not as mutually enforceable obligations.
- 11.2. Where there is any inconsistency between our internal policies and procedures and those of a Client, our policies and procedures shall override those of the Client to the extent of the inconsistency, unless otherwise agreed.

12. EMPLOYEE NOTIFICATION

- 12.1. You will promptly notify us of any grievances in relation to an Assignment, or your employment more generally. You shall not raise any such grievance directly with a Client unless authorised by us in advance, or where it relates to a direct and imminent threat to your health and safety or that of another person.
- 12.2. You must notify us as soon as reasonably possible of any offer of employment made to you by a Client, or of any approach made to you by a Client concerning the possibility of direct employment.
- 12.3. You must notify us, or an appointed representative, of your inability to attend work or commence work on time as soon as possible prior to the commencement of any shift. Notification by text or email is expressly prohibited.
- 12.4. You will immediately notify us of any damage to property or injury you have caused to others in the course of employment and/or an Assignment.
- 12.5. You will notify us as soon as reasonably possible of any change to personal details relevant to the maintenance of accurate employment records.

- 12.6. You will notify us of any and all hours worked on an Assignment including any hours worked over and above those outlined within a SAC.
- 12.7. You will notify us, as soon as reasonably possible, of any decision to commence work for any other party which may reasonably be considered a competitor of ours, or a Client. For the purposes of this clause a competitor shall be viewed as any organisation which currently provides, or is proposing to provide, the same products or services as us or a Client.

13. TIMESHEETS

- 13.1. You shall complete and submit timesheets as directed by us. The submission of any false, misleading or incomplete timesheets is viewed as serious misconduct and may result in the termination of your employment without notice.

14. DRESS

- 14.1. You shall present for work in a neat and professional fashion, or in accordance with any reasonable directions provided by us or a Client.

15. CONFIDENTIALITY AND OWNERSHIP

- 15.1. Ownership of all inventions, improvements, designs, creations, developments and all other intellectual property relating to or deriving from any of the work performed by you shall at all time remain our property or that of the relevant Client.
- 15.2. You acknowledge and agree that during the course of your employment you will learn confidential information about our business and that of a Client. All matters pertaining to our business, or that of a Client, must be kept strictly confidential.
- 15.3. These obligations apply both during and after the termination of your employment for whatever reason. Failure to strictly comply with this ongoing obligation may result in disciplinary action, which may include termination of an Assignment or your employment.
- 15.4. For the purpose of this clause Confidential information shall include any information that is not available to the public.

16. ACKNOWLEDGEMENTS

- 16.1. You acknowledge and agree that your employment with Wood Recruitment is *casual* and as such:
- a) You have been given the opportunity to clarify the meaning of any terms of this Agreement prior to signing it, and you accept that its terms are fair and reasonable;
 - b) The terms and conditions of this Agreement form the basis of your employment contract with us and replace any previous contracts, agreements or understandings between the parties;
 - c) You are engaged as a casual employee and do not have any expectation or guarantee of regular, minimum number, systematic or long-term employment on any particular Assignment or at all;
 - d) You acknowledge that your employment with Wood Recruitment is casual, and as such you have no right to any public holidays, paid annual leave, personal carers leave; and
 - e) You confirm that you have read, understood and accept the terms of employment with the Employer contained in the Contract and its Schedules.

17. WOOD RECRUITMENT DOCUMENTATION

I have read and understood the following Wood Recruitment documents as attached/listed below or found on the Wood Recruitment website:

<https://www.woodrecruitment.com.au/workingwithus>

1. [Bank Account Details](#)
2. [TFN Declaration](#)
3. [Superannuation \(Super\) Standard Choice Form](#)
4. [Timesheet forms](#)
5. [Privacy Collection Notice and Consent Form](#)
6. [Fair Work Information Statement](#)
7. [Drug and Alcohol Policy](#)
8. [Injury Management Policy](#)
9. [Workplace Health and Safety Policy](#)
10. [Privacy Policy](#)

18. SIGNATORIES

FOR THE EMPLOYER:

Signed: *Peta Van Heurck*

Date: 4/09/2019

Name: Peta Van Heurck

Position: Director

Address: 679 Murray Street, West Perth

FOR THE EMPLOYEE:

Signed: _____

Date: _____

Name in full (printed): _____

Address: _____