

We are pleased to offer you casual employment with us at Cemo Group Pty Ltd trading as CG Recruitment ('the Employer') on the terms and conditions set out in this letter.

## 1. Position

- 1.1 Your employment will be on a casual basis, as required. This means that you are employed on a needs-basis.
- 1.2 Each occasion that you work will be a separate contract of employment which ceases at the end of that engagement.
- 1.3 As a casual employee, there is no guarantee of ongoing or regular work.
- 1.4 The duties of each role will be described & outlined before you start generally in a text message to you (**Initial Text**). On each occasion that you accept a shift and agree to work you will be required to perform the duties described and any other duties the Employer may assign to you, having regard to your skills, training and experience. There is a 24-hour service number for casual employees to use if you are unable to make the first shift. You must reply to the Initial Text with your full name if you want to accept the first shift. You can call this number to cancel your shift.
- 1.5 There will be a mechanism by which you are able to accept or refuse a shift given to you. If you do not want to accept or you wish to cancel a shift you have already accepted, you need to give the Employer at least 2 hours' notice prior to the beginning of the shift.
- 1.6 You may be offered shifts at potentially any of our host Employers' sites, or elsewhere as reasonably directed by the Employer.

## 2. Terms and conditions of employment

- 2.1 Unless more generous provisions are provided in this letter or in the attached Schedule, the terms and conditions of your employment will be those set out in the relevant award or site agreement that applies to you which must be in line with the Fair Work System and applicable legislation. This includes, but is not limited to, the National Employment Standards in the *Fair Work Act 2009*.
- 2.2 Casual employees: A casual employee has no guaranteed hours of work, usually works irregular hours (but can work regular hours), doesn't get paid sick or annual leave, can end employment without notice, unless notice is required by a registered agreement, award or employment contract. As a casual employee, you will have no firm advance commitment of further (or any particular) working hours.  
  
A casual employee has a higher hourly pay rate than equivalent full-time or part-time employees will be paid. This is because they receive a separate 25% 'casual loading' as they are not entitled to benefits such as paid sick or annual leave, paid public holidays, and other entitlements.
- 2.3 You are paid a casual loading to compensate you for not having one or more relevant National Employment Standards (NES) entitlements during your employment. If you are deemed to be an employee other than a casual employee, then you agree that the amount of the casual loading paid to you during such period may be specifically offset against any NES entitlements you may have.  
  
You agree that this offset arrangement may apply retrospectively in relation to past casual loading amounts paid.

## 3. Remuneration

- 3.1 You will be paid at the rate prescribed under the award for your classification, including the applicable 25% casual loading.
- 3.2 You will be paid weekly to the bank account nominated by you as per your induction.
- 3.3 The Employer will also make superannuation payments on your behalf in accordance with the *Superannuation Guarantee (Administration) Act 1992*.
- 3.4 Your remuneration will be reviewed at the Employer's discretion or in line with annual award increases.

## 4. Compliance

- 4.1 You agree that you will comply with all of your statutory obligations in relation to anti-discrimination, sexual harassment and workplace health and safety.

## 5. Prior Injury Declaration

- 5.1 As a condition of employment you are required to declare if you have a pre-existing injury or disease which may be affected by the work performed in your position, or which may affect your ability to satisfy the inherent requirements of your position.

## 6. Medical Assessment

- 6.1 The Employer may require you to undergo medical examinations during your employment with the Employer. These will be completed during work hours. Payment of medical assessments is the responsibility of the Employer. You also authorise for the medical officer to disclose any medical report generated in any such medical examination to the Employer, and you acknowledge that these reports will be the property of the Employer.  
  
The Employer may require you to attend a medical examination prior to commencing employment, to determine whether you are in a position to be able to fulfil the requirements of the position. Your employment may be subject to the successful completion of the Medical Assessment.

## 7. Dress Code

- 7.1 You are required to wear appropriate and adequate clothing and footwear suitable to the nature of the work you perform and the location where you perform that work, or as directed or required by the Employer.

## 8. Employer Property

- 8.1 You agree that you will take all reasonable care with Employer property. Property includes tangible and intangible property including documents, papers, reports, electronic equipment (such as computers, mobile phones etc), keys, software etc.
- 8.2 On termination of your employment, you must return all Employer property in good condition (subject to reasonable wear and tear). If you fail to return any such property, then you may be responsible for the cost of replacement.
- 8.3 Employer property such as mobile phones must be returned to the Employer with all contacts and other information unedited.

## 9. Confidential Information

9.1 During the course of your employment, you will have access to and become aware of information that is confidential to the Employer. 'Confidential Information' means any information about the Employer, or its business or a related company including a host employer (including but not limited to, any idea, concept, process or know-how) which:

- comes to your knowledge in the course of your employment; or
- is generated by you in the course of performing your duties, and which is confidential and not in the public domain (other than due to a breach of confidentiality).

9.2 During your employment, you must not use or disclose Information unless the use or disclosure is, required by law, made as part of the proper performance of your duties; or agreed to by the Employer

9.3 After your employment ends, you must not disclose Confidential Information unless the disclosure is required by law, or is with the prior written approval of the Employer.

You must take all necessary and reasonable precautions to maintain the secrecy and prevent disclosure of Information and Confidential Information. To avoid doubt, this clause is not intended to limit any duty of fidelity implied into your contract of employment. You must notify the Employer of any suspected or actual unauthorised use of Confidential Information. Your obligations under this clause continue after your employment ends.

## 10. Moral Rights

10.1 You consent to all acts or omissions by us (whether occurring before or after the date of this document) that infringe any Moral Rights that you may have or become entitled to in any literary, dramatic, musical or artistic work or film created by you:

- in the course of your employment;
- at our direction or request; or
- in connection with any of our businesses, products or services.

10.2 Your obligations under this clause continue after termination of your employment.

10.3 'Moral Rights' has the meaning given to that term in part IX *Copyright Act 1968 (Cth)* and includes:

- the right of attribution;
- the right not to have authorship falsely attributed; and
- the right of integrity of authorship.

10.4 It is acknowledged that you have given consent to waive any and all existing and future Moral Rights in the Works, voluntarily and without reliance on any statement or representation made by the Employer or anyone acting on their behalf.

## 11. Privacy

11.1 You consent to the Employer collecting and using personal information and sensitive information as defined in the *Privacy Act 1988 (Cth)* for any purpose relating to your employment. The personal information will be held in a secure location.

11.2 You also consent to the Employer disclosing personal information and sensitive personal information about you to other persons for reasons relating to your employment or for the Employer's business requirements. These persons include the Australian Tax Office, superannuation fund trustees and administrators, insurers, medical or occupational practitioners, financial and legal advisers, potential purchasers on sale of business and law enforcement bodies.

11.3 You also consent to the Employer disclosing your personal information and image or likeness for marketing purposes including on the Employer's website.

11.4 This clause will survive the termination of your employment, irrespective of the basis of the termination.

## 12. Intellectual Property

12.1 'Intellectual property' means all present and future rights to intellectual property including any inventions and improvements, trade marks (whether registered or common law trade marks), designs, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data or formula.

12.2 The Employer owns all Intellectual Property that you create during your employment whether alone or in conjunction with others. You agree during your employment and after your employment ends:

- to do all things necessary to ensure that the Employer owns Intellectual Property that you create during your employment (including executing any necessary documents);
- inform the Employer of all Intellectual Property that you create during your employment; and
- not use or disclose Intellectual Property other than in the proper performance of your duties.

12.3 Your obligations under this clause continue after your employment ends.

12.4 It is acknowledged that you have given consent to waive any and all existing and future Intellectual Property rights in the Works, voluntarily and without reliance on any statement or representation made by the Employer or a Group Company or anyone acting on their behalf.

## 13. Obligation to related entities

13.1 You may from time to time, perform duties for or in connection with one of the Employer's Related Entities, and you may have access to information relating to that entity that is confidential.

13.2 You agree that references to us in the following clauses are references not only to us but also to any Related Entity of the Employer, so that your duties and obligations set out in those clauses apply not only to us, but also to those Related Entities:

- Clause 9 Confidential Information;
- Clause 12 Intellectual Property; and

- Clause 10 Moral Rights.

13.3 For the purposes of this clause, '**Related Entity**' means any company, partnership, trust or sole trader with common ownership or control (whether in whole or part, directly or indirectly, or through interposed entities or not) and includes any Related Body Corporate to us.

'**Related Body Corporate**' has the meaning given to that term by s.9 of the *Corporations Act 2001 (Cth)*.

## 14. Commenting to media/other

14.1 You will not be permitted to comment publicly on behalf of the Employer, to any news or other media (including but not limited to social media, such as Facebook), on any matter relating to or affecting the Employer unless you have written authority from a director of the Employer.

## 15. Set off

15.1 The amount by which your remuneration under this agreement exceeds the applicable rate of pay set out in an award or other industrial instrument that applies to your employment is specifically in lieu of any other amounts otherwise payable under that instrument, including but not limited to:

- overtime;
- penalty payments for working weekends, public holidays or outside the span of hours;
- shift loadings;
- annual leave loading; and
- any other loadings, penalties or allowances.

Accordingly, you agree that, to the extent that you are entitled to such payments or benefits under any such instrument, these entitlements have been satisfied by payment of the remuneration under your contract of employment.

## 16. General

16.1 A clause or part of a clause of this document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the clause of this document continue in force.

16.2 This agreement is governed by the law in force in the state in which you are employed.

16.3 You acknowledge that in accepting employment with the Employer you have not relied on any representations regarding your employment made by the Employer (or its agents or employees) other than matters expressly set out in this agreement. You have had the opportunity to obtain legal advice prior to signing this agreement.

16.4 The failure of either party to, at any time, require the performance by the other party of any provision of this agreement does not affect the party's right to the performance at any time. The waiver by either party of a breach of any provision may not be held to be waiver of any later breach of the provision or a waiver of the provision itself.

16.5 This agreement may be executed in any number of counterparts, and taken together constitute one agreement.

## 17. Fair Work Information Statement

17.1 Behind this letter is a copy of the federal Government's Fair Work Information Statement, which we are required to provide to all new employees. We ask you to sign below to acknowledge your agreement to the terms in this contract as well as to acknowledge that you have received a copy of this statement.

## 18. Entire agreement

18.1 The terms and conditions referred to in this letter constitute all of the terms and conditions of your employment and replace any prior understanding or agreement between you and the employer.

18.2 The terms and conditions referred to in this letter may only be varied by a written agreement signed by both you and the employer.

**If you have any questions about the terms and conditions of employment, please don't hesitate to contact our office on 1300723133 or contact [accounts@cgrecruitment.com.au](mailto:accounts@cgrecruitment.com.au) as per your induction with any pay queries.**

Employees and employers may also seek information about minimum terms and conditions of employment from the Fair Work Ombudsman. You can contact them on 13 13 94 or visit their website at [www.fairwork.gov.au](http://www.fairwork.gov.au).

By ticking the box below, you agree to work with CG Recruitment under the conditions in this letter of engagement.