

### Schedule of Assignment Conditions (On-Hire Casual Employment)

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**This Schedule of Assignment Conditions should be read in conjunction with your contract of employment – on-hire casual.**

<b>Assignment Position Title</b>	Your position title on this assignment is Web Developer
<b>Client Name:</b>	Our client (your host organisation) on this assignment is: PwC Services Pty Ltd
<b>Contract Number:</b>	4000-000005862923/000005862923
<b>Start Date:</b>	The first day of work on this assignment shall be: Monday, 11 July 2016
<b>End Date:</b>	The last day of work on this assignment shall be: Sunday, 16 October 2016
<b>Working Address:</b>	The principle place of work for this assignment is: Pwc Services Pty Ltd, Darling Park Tower 2, 201 Sussex Street, Sydney NSW 2000, Australia
<b>Reports</b>	Upon commencement of this assignment you should report to Mark Kennedy. Your Progressive Recruitment consultant whilst on this assignment shall be Miranda Rutherford and they can be contacted on +61 292851000 <a href="mailto:sydadmin@progressiverecruitment.com">sydadmin@progressiverecruitment.com</a>
<b>Applicable Award</b>	None
<b>PAYMENT TO SERVICE PROVIDER (excluding VAT)</b>	Your hourly rate of pay on this assignment (inclusive of Superannuation as well as any applicable casual loading), unless otherwise advised in writing.
Standard Daily	\$ 637.00 Daily
Overtime Mon-Fri Hourly	None
Undertime Mon-Fri Daily	\$ 318.50 Daily
Saturday Daily	\$ 637.00 Daily
Sunday Daily	\$ 637.00 Daily
Bank Holiday Daily	\$ 637.00 Daily
<b>Notice Period</b>	Contrary to clause 5.1, the Parties may only terminate this Assignment by giving <b>14 days</b> notice
<b>Time Sheets</b>	Whilst on this assignment you will be expected to submit your Time Sheet every week via OLT.
<b>Governing Law</b>	NSW

**SThree Australia Pty Ltd - Employment Contract – On-Hire Casual**

**The Agreement is between the following parties (the Parties):**

**1. Progressive Recruitment, a trading division of SThree Australia Pty Limited** trading as [Insert trading name]

whose registered office is **Level 9, 1 Market Street, Sydney NSW 2000, Australia**

("Employer")

And:

**2. Giovanni Raciti**

whose address is **15 Miles Street, Mascot NSW 2020, Australia**

("Casual Employee")

**I have read and accept the Terms and Conditions contained herein.**

**Signed for and on behalf of  
Progressive Recruitment, a trading division of  
SThree Australia Pty Limited**

**Signed by the Casual Employee**



By: .....

Name: Timothy Moran

Name: Giovanni Raciti

Title: Director

Date: .....

Date: Thursday, 14 July 2016

**INTRODUCTION**

A The Employer has made or proposes to make an agreement with a Client for the engagement of the Casual Employee.

B The Casual Employee accepts the Employer's offer to be employed on a casual basis in accordance with this Agreement and the SAC.

**1. DEFINITIONS**

In this Agreement, the following terms have the following meanings unless the context otherwise requires:

**Agreement** means this casual contract of employment.

**Assignment/s** means the temporary role or the services to be performed for a Client on the terms set out in a SAC.

**Client** means a client of the Employer, with whom the Employer has an agreement to provide on-hire worker services and to whom the Casual Employee may be assigned

to work from time to time.

<b>Confidential Information</b>	means all trade secrets, know-how and any other information confidential to the Employer, which relates to the business or financial affairs of the Employer or any Client or property of the Employer and is generally not available to the public or is not generally known in the industry in which the Employer or a Client operates.
<b>Workplace Law</b>	means an award, modern award (including any applicable award referred to in the SAC), any individual flexibility arrangement made under a modern award, industrial instrument, enterprise agreement (and any individual flexibility arrangement made under an enterprise agreement), rule, order or legislative requirements in force and varied from time to time.
<b>Parties</b>	means the Employer and Casual Employee.
<b>SAC</b>	means Summary of Assignment Conditions

## 2. DURATION AND SCOPE OF THE AGREEMENT

- 2.1 This Agreement shall commence when the Casual Employee first commences work for the Employer on an Assignment and applies during any subsequent Assignment/s offered to the Casual Employee. The Casual Employee understands and accepts that each Assignment is a new period of engagement between the Employer and Casual Employee and their engagement will not be considered continuous with any previous Assignment the Casual Employee has performed for any Client.
- 2.2 The Casual Employee will be deemed to have accepted the terms of this Agreement, regardless of whether the Casual Employee has signed it, if the Casual Employee accepts an Assignment after having received a copy of this Agreement.
- 2.3 This Agreement and any SAC issued to the Casual Employee from time to time in relation to an Assignment shall form the terms and conditions of the Casual Employee's employment, unless subsequently amended in writing.
- 2.5 If the provisions of any Workplace Law apply to any employment entered into in accordance with this Agreement, then the Workplace Law applies as a matter of law but is not implied or imported into this Agreement.
- 2.6 If the provisions of any Workplace Law require the payment or grant to the Casual Employee of any amount by or of wages, penalties, allowances, benefits, contributions, or any other entitlement whatsoever, whether financial or non-financial in nature, the same will, to the maximum extent permitted by law, be absorbed in and set off against the remuneration in this Agreement and the rates, entitlements and benefits set out in the SAC. For the purpose of calculating any entitlements the Casual Employee may receive under any Workplace Law, the Casual Employee's ordinary time rate is the minimum rate specified for the relevant classification in the applicable Workplace Law.

## 3. EMPLOYMENT STATUS AND ENGAGEMENT

- 3.1 The Casual Employee is employed as a casual on-hired employee, which means that:
  - a) The Casual Employee receives a casual loading as specified in the SAC, in lieu of paid leave entitlements associated with permanent employment. As a casual worker, the Casual Employee is not entitled to annual leave or personal/carer's leave.
  - b) Termination of an Assignment by the Employer does not of itself constitute termination of employment.

- c) The Employer may direct where and how the Casual Employee shall perform work on any particular Assignment.
- d) The Employer may change or terminate Assignments of the Casual Employee without reason and the Casual Employee has no right to ongoing employment on any particular Assignment.
- e) There is no obligation upon the Employer to offer future or ongoing Assignments to the Casual Employee.
- f) 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.
- g) The Employer retains ultimate control of the Casual Employee in relation to the performance of work on an Assignment or otherwise.
- h) The employment relationship is and remains between the Parties and no employment relationship exists or shall be created between the Casual Employee and any Client to whom the Casual Employee may be assigned to perform work.
- i) Any right, entitlement, benefit or privilege that accrues in respect of service will accrue in accordance with the relevant law that governs that service.

3.2 A SAC may be provided to the Casual Employee in writing or verbally and may be varied from one Assignment to another and one assignment position to another at the discretion of the Employer.

#### **4. CASUAL EMPLOYEE'S OBLIGATIONS**

4.1 The Casual Employee agrees that while working on an Assignment, they will:

- a) fulfill the duties of their position honestly and faithfully;
- b) comply with the directions, rules, policies and requirements given by a representative of a Client;
- c) ensure they are professional and appropriately dressed;
- d) comply with all workplace health and safety policies and procedures of a Client; and
- e) conduct themselves properly towards other employees of the Employer and a Client.

#### **5. TERMINATION OF EMPLOYMENT**

5.1 Unless otherwise agreed in writing, the Parties may terminate the employment relationship by giving one hour's notice of termination of employment or by payment or forfeiture of payment in lieu of notice.

5.2 Nothing in this Agreement shall affect the right of the Employer to dismiss a Casual Employee without notice where the Casual Employee is guilty of serious misconduct.

5.3 Upon termination of employment for any reason, the Casual Employee shall immediately return all documents, publications, manuals, corporate uniforms and other property, which are in the Casual Employee's possession, whether such be in hard copy or soft copy, as a consequence of that employment.

#### **6. HOURS OF WORK**

6.1 Ordinary hours of work for Casual Employees will not exceed 38 hours per week, on average over 26 weeks or as provided within any Workplace Law.

- 6.2 Additional hours of work are all hours worked outside ordinary hours. An Employer may require a Casual Employee to work reasonable additional hours.
- 6.3 All additional hours shall be paid at the Casual Employee's applicable ordinary hourly rate provided in clause 7 of this Agreement unless otherwise agreed in advance and in writing or as required by workplace law applying to the Employer.
- 6.4 The Casual Employee shall not be entitled to be paid an overtime rate for any additional hours worked unless agreed and approved in writing by the Client. In order to qualify for overtime payments, the Casual Employee must submit timesheets in accordance with the SAC.

## **7. REMUNERATION**

- 7.1 When performing work on an Assignment for a Client, the Casual Employee shall receive an hourly rate of pay that is not less than the award applicable to the work being performed or, in the absence of an applicable award, the national minimum wage.
- 7.2 The Casual Employee shall be advised verbally and/or in writing of the applicable hourly rate of pay for the work being performed and this shall occur prior to the commencement of work on any particular Assignment. Such hourly rate of pay shall be inclusive of any applicable casual loading.
- 7.3 The payment of a rate of pay on any particular Assignment shall not provide the Casual Employee with any right to continuing payment of such rate of pay on alternative Assignments.
- 7.4 If the Casual Employee is deemed or found to be employed other than on a casual basis, the Employer may set off against all amounts or entitlements owing to the Casual Employee as a result of such deeming or finding, the difference between the amount(s) paid to the Casual Employee based on the Casual Employee's hourly rate together with any casual loading and the amount(s) that would have been payable to the Casual Employee had the Casual Employee been paid at the minimum hourly rate required by law.

## **8. SUPERANNUATION**

The hourly rate of pay in a SAC includes monthly payment for superannuation contributions accruing during each Assignment. The Employer will make monthly superannuation contributions in compliance with its obligations under the appropriate legislation to a complying fund nominated by the Casual Employee prior to signing the Agreement. If no such fund is nominated by the Casual Employee, then such contributions will be remitted into any complying fund nominated by the Employer.

## **9. READINESS AND AVAILABILITY FOR ASSIGNMENTS**

- 9.1 The Casual 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 Casual Employee a new Assignment. The Casual Employee will only be required on an 'as needs basis' for as long as the Client requires the Casual Employee to perform an Assignment.
- 9.2 Although the Casual Employee is not obliged to accept an Assignment offered to them, the Casual Employee must use their best endeavours to accept an Assignment when offered and give the Employer notice of any unavailability.

## **10. OCCUPATIONAL HEALTH AND SAFETY**

- 10.1 The Casual Employee must comply with the requirements of the relevant occupational health and safety legislation in the State or Territory in which the Casual Employee is working. This includes obeying lawful instructions and complying with lawful rules, processes and procedures of the Employer and a Client.

- 10.2 The Casual 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).
- 10.3 The Casual Employee must notify the Employer if a Client requests or directs the Casual Employee to perform duties that are outside of the job or assignment description provided by the Employer. The Casual Employee must not commence any such new duties prior to obtaining authority from a representative of the Employer.
- 10.4 The Employer may at their discretion, direct the Casual Employee to complete a medical assessment where it is reasonably required to determine the capacity of the Casual Employee to perform work on an Assignment safely and without risk to health.

## **11. OBSERVANCE OF POLICIES AND PROCEDURES**

- 11.1 The Casual Employee shall observe all policies and procedures as changed from time to time of the Employer and its Clients. The Casual Employee acknowledges that the policies take effect as directions given by the Employer and not as mutually enforceable obligations.
- 11.2 Where there is any inconsistency between policies and procedures of the Employer and those of a Client, the Employer's policies and procedures apply to the extent of the inconsistency, unless otherwise agreed or stated.

## **12. PAYMENT OF WAGES**

- 12.1 The Employer shall electronically deposit the Casual Employee's wages into a financial institution account nominated by the Casual Employee. Wages shall be paid in arrears.
- 12.2 Wages shall be deposited on a weekly basis after the first timesheet has been submitted in accordance with the SAC, 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 Casual Employees nominated financial institution; or
  - b) Failure by the Casual Employee to complete time sheets in accordance with instructions provided by the Employer or a Client.

## **13. EMPLOYEE NOTIFICATION**

- 13.1 The Casual Employee will notify the Employer of any grievances in relation to an Assignment or employment. The Casual Employee shall not raise such grievance with a Client unless authorised by the Employer, or where it relates to threats to health and safety of the Casual Employee.
- 13.2 The Casual Employee must notify the Employer as soon as reasonably possible of any offer of employment made to the Casual Employee by the Client or any approach to the Casual Employee by the Client to discuss potential employment with the Client.
- 13.3 The Casual 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 shall not constitute notification in accordance with this clause.
- 13.4 The Casual Employee will immediately notify the Employer of any damage to property or injury caused to others by the Casual Employee in the course of employment and/or an Assignment.

- 13.5 The Casual Employee will notify the Employer, as soon as reasonably possible, of any change to personal details relevant to maintenance of employment and employment communications.
- 13.6 The Casual Employee will notify the Employer of all and any hours worked on an Assignment including any hours worked over and above those outlined in the SAC.
- 13.7 The Casual Employee will notify the Employer, as soon as reasonably possible, of any decision to commence work for an employer or principal which currently provides, or is proposing to provide, the same products or services as the Employer or any Client.

#### **14. TIMESHEETS**

The Casual Employee shall complete 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.

#### **15. RESTRAINT**

- 15.1 Except with the Employer's prior written approval, the Casual Employee must not during the term of this Agreement and for a period of 6 months after termination be employed or otherwise engaged, either directly or indirectly, by a Client to whom the Casual Employee has been assigned to work, to perform or provide services of the same or a similar nature to those which the Employer engages casual employees to provide services to the Client for. This includes the provision of services by the Casual Employee to a Client through another recruitment company, consultancy or payrolling company.
- 15.2 The Casual Employee acknowledges that in the event that the Casual Employee breaches or threatens to breach clauses 15.1 that the Employer may take action against the Casual Employee, including injunctive action, and that the Casual Employee will be liable for all consequential damage and costs to the Employer.

#### **16. CONFIDENTIALITY AND OWNERSHIP**

- 16.1 Ownership of all inventions, improvements, designs, creations, developments and other intellectual property relating to or deriving from any of the work performed by the Casual Employee shall be the property of the Employer and/or the relevant Client.
- 16.2 During the course of the Casual Employee's employment with the Employer, the Casual Employee may obtain or become aware of Confidential Information either about the Employer, the company or business of the Employer or the business or service needs of its Clients. Unless the Casual Employee obtains express permission from the Employer to do so, the Casual Employee must not disclose, use or attempt to use any Confidential Information he or she obtains for any purpose other than the purpose of the business of the Employer and its Clients.
- 16.3 The Casual Employee shall not make improper use of the position or Assignment, or of information that may be acquired by virtue of his or her assignment or employment, to gain advantage for himself or herself (or any other person) to the detriment of the Employer or a Client.
- 16.4 The Casual Employee's obligations relating to Confidential Information apply both during and after the employment of the Casual Employee with the Employer and following cessation of any Assignment with a Client. Failure to comply with this may result in disciplinary action, which may include termination of employment and/or termination of assignment.

#### **17. GENERAL MATTERS**

- 17.1 Each provision of this Agreement is severable from the others and the severance of a provision does not affect the remainder of the Agreement.

- 17.2 This Agreement embodies the entire understanding and agreement between the parties as to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations on the same subject matter.
- 17.3 If anything in this Agreement is unenforceable, illegal or void then it is severed and the remainder of the terms remain in force.
- 17.4 This Agreement must not be varied except by a later written document executed by the Parties.
- 17.5 A provision of or right created under this Agreement may not be waived except in writing signed by the party granting the waiver.
- 17.6 This Agreement will be regulated and construed in accordance with the laws applicable in the State or Territory set out in the SAC.