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Employment Contract
On-Hire Casual for Representation by Alseasons Hospitality Staff Pty Ltd.

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

DURATION AND SCOPE OF THE AGREEMENT

This Agreement shall commence when you commence work with a Client for us on a casual assignment basis.

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.

The commencement of an Assignment will be taken as an implied acceptance of the terms and conditions of that particular Assignment .

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.

This Agreement, together with any SAC relating to a particular Assignment, shall form the terms and conditions of your casual employment.

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.

EMPLOYMENT STATUS AND ENGAGEMENT

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

you are employed as a casual employee;

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);

this Agreement governs the terms and conditions of employment for each Assignment performed by you;

EMPLOYMENT STATUS AND ENGAGEMENT Continued

the termination of an Assignment for whatever reason does not of itself constitute the termination of your employment;

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 the end of that Assignment;

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;

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 unauthorised hours;

we may direct where and how you perform work on any particular Assignment;

we may change or terminate an Assignment without reason;

you have no right to ongoing employment, or the continued engagement upon a particular Assignment;

we are under no obligation to offer you any future Assignment;

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;

we retain ultimate control over your employment including all matters associated with your conduct and performance while working an Assignment;

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;

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

any right, entitlement, benefit or privilege that accrues in respect of service will accrue in accordance with the relevant law that governs that service.

You agree to inform AHS if you take work with another agency or employer while registered with AHS. You agree to respect and abide by AHS' standards of punctuality, grooming, uniform and professional conduct as published in AHS' Staff Handbook.

You agree to download the AHS Staff Handbook from the Link provided and/or view on your eRoster.

TERMINATION OF EMPLOYMENT

Unless otherwise agreed in writing the parties may terminate the employment relationship upon one hours notice.

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:

Wilful, or deliberate, behaviour that is inconsistent with the continuation of employment, including, theft, fraud (including falsifying company documents or records), assault, bullying and or harassment; attendance upon the workplace whilst under the affects of alcohol or prohibited drugs, failure to perform any lawful and reasonable instructions issued by us or a Client, failure to comply with our internal policies and procedures or those of a client, or conduct that causes imminent and serious risk to a person's health or safety, or our reputation, viability or profitability.

In the event that you don't stay in touch with Alseasons by phone or through your eRoster for a period of 4 weeks we shall deem that you have abandoned employment and terminated our Agreement.

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.

PERFORMANCE REVIEW

You must attend the AHS office should you be asked to attend a review on your job performance, attitude or general feedback at a mutually agreed time and day. You may bring a support person. Further offers of work may not be available until such meeting has been conducted.

UNIFORM DRESS AND PERSONAL PRESENTATION

You shall present for work in a neat and professional fashion and in accordance with the AHS uniform dress code. Should your personal appearance or grooming change you must notify AHS immediately as some clients object to certain appearances.

HEALTH

You MUST inform Aseasons immediately if you have a health issues or are ill or sick in anyway.

FREELANCING - WORKING DIRECT WITH OUR CLIENT

You will not seek nor accept work from any client of AHS to whom you have been introduced while you are registered with AHS and that for a period of six months from the cessation of your last job through AHS. You will not seek nor accept an offer of employment whether temporary, contract or permanent from any current or former client, employee or former employee of AHS to whom you are introduced without first obtaining permission from AHS.

Further, you agree to inform AHS' booking office if a client asks you to work any additional shifts.

HOURS OF WORK

Your ordinary hours of work will not exceed 38 hours per week , or exceed the daily hours according to the appropriate award.

All additional hours shall be paid at the applicable rate as provided in the host client's award.

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 . All additional hours shall be paid at your applicable ordinary hourly rate provided in clause 5 of this Agreement.

BREAKS

You MUST take the appropriate breaks according to the award you are employed through. Persistent failure to adhere to this policy may result in termination.

REMUNERATION

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.

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.

We will pay your wages into your nominated bank account on a weekly basis

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.

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.

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.

LEAVE

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).

You shall be entitled to long service leave, where applicable, in accordance with the relevant legislation.

As a casual employee you are not entitled to paid annual leave or personal/carer's leave.

SUPERANNUATION

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. All Superannuation contributions are paid through a clearing house at the end of each month. Allow up to four (4) weeks for the funds to be transferred into your membership account. Do not close your account until all and final payments have been received into the fund.

READINESS FOR ASSIGNMENTS

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.

WORKPLACE HEALTH AND SAFETY

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.

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).

You must notify us if any party requests or directs you to perform unsafe tasks.

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.

You will not operate equipment nor machinery with which you are untrained or inexperienced without first requesting and receiving adequate directions and/or training from the employer concerned, that you will not be transferred to a different area or location on a job without the prior consent of AHS and that you will not operate but bring any instances of faulty or unsafe equipment to the attention of the employer and to AHS.

OBSERVANCE OF POLICIES AND PROCEDURES

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.

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.

EMPLOYEE NOTIFICATION

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.

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.

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.

You will notify us as soon as reasonably possible of any change to personal details relevant to the maintenance of accurate employment records.

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.

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.

ELECTRONIC TIMESHEETS

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.

Where you may have over-estimated your times worked or did not deduct break/s on your timesheet and your pay for that period has not been amended to deduct such over lodgement of wages you agree to allow AHS to deduct such overpayments of wages from your next EFT wage payment of the amount reflected on my wage remittance. Government or legal requests by way of repayments to such entireties will be deducted from your pay until we are notified otherwise.

UNIFORM DRESS AND PERSONAL PRESENTATION

You shall present for work in a neat and professional fashion and in accordance with the AHS dress code. You must inform AHS immediately of any change to uniform or personal appearance

CONFIDENTIALITY AND OWNERSHIP

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.

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.

For the purpose of this clause Confidential information shall include any information that is not available to the public.

You agree that your photograph and/or description of your general work background may be used by AHS in promotions on condition that your personal details remain confidential at all times.

ACKNOWLEDGEMENT

You acknowledge and agree that:

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;

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; and

you are engaged as a casual employee and do not have any expectation of regular, systematic or long-term employment on any particular Assignment or at all.

I confirm that I have read, understood and accept the terms of employment with Alseasons Hospitality Staff contained in the Contract

Signed _____

Date: _____

Name in full (printed) _____