



CASUAL OR FIXED TERM EMPLOYEE TERMS AND CONDITIONS OF EMPLOYMENT

1. The Terms and Conditions in this document form the basis for Casual or Fixed Term employment with Red Rock Recruitment Pty Ltd (hereafter referred to as Red Rock).

This document, once signed, has the force of law as a contract and will apply to all assignments with any member of Red Rock, whether existing at the time of signing this document or later added to the membership of Red Rock.

The terms and conditions outlined in this Agreement conform with the Australian Fair Work Commission National Employment Standard ("the Standard"). Where their agreement expresses rates or conditions which conflict with Standard, then the terms and conditions outlined in the Standard shall apply.

2. INTERPRETATION

In this agreement the terms below shall have the following meanings, unless their context otherwise requires:

Employer: Red Rock – Any member of Red Rock that, subsequent to providing a 'Notice of Offer of Casual or Fixed Term Employment' (the notice), engages the employee on a Casual or Fixed Term basis to perform work assignments for its clients. Red Rock, which provides the notice, will be responsible for allocation and payment of wages, superannuation, workers compensation and public liability insurance in relation to that assignment.

Employee: The individual employed on a Casual or Fixed Term basis by Red Rock as per the terms and conditions set out in this document, and on the notice, to carry out work assignments under the direction of Red Rock's clients.

Client: The company, partnership, individual or agent that Red Rock does business with and where the employee will carry out duties as requested on behalf of Red Rock. The client shall be responsible for issuing the employee for such work, safety and induction instructions.

3. LOCATION

This assignment applies for the engagement of the employee with any of Red Rock's clients. Location of the client's site and information for each separate assignment will be advised to the employee via the Notice of Offer of Casual or Fixed Term Employment.

These terms and conditions are to be read in conjunction with Red Rock's Notice of Offer of Casual or Fixed Term Employment.

4. DURATION OF AGREEMENT

4.1 The terms and conditions in this document commence on the date it is signed and continues in force until revoked by the employee or the employer.

4.2 The terms and conditions in this document apply to all assignments undertaken by the employee on behalf of Red Rock. The parties will not execute a new terms and conditions document for each separate assignment.

5. CASUAL OR FIXED TERM EMPLOYMENT ASSIGNMENTS WITH RED ROCK

5.1 An assignment with Red Rock may be terminated at any time by the giving of one (1) hour's notice.

5.2 Employment with Red Rock is on an assignment-by-assignment basis, with each assignment representing a discrete period of employment on a Casual or Fixed Term hourly basis.



5.3 From time to time Red Rock will bid for and will win contracts to provide labour on sites covered by the National Code for the Construction Industry. In the event that you are engaged to work on such a construction site all parties intend this agreement to comply with the principles set out in the National Code for the Construction Industry. In the event that a clause of this 'Casual or Fixed Term Employee Terms & Conditions of Employment' agreement is inconsistent with any legislative requirement, for the purposes of Code compliance the legislative requirement is to be regarded as prevailing to the extent of any inconsistency.

5.4 The employee may accept or reject any offer of an assignment.

5.5 The employee agrees to complete an assignment once the employee has agreed to it. Should the employee elect not to complete the assignment for whatever reason, Red Rock reserves the right to recover any costs incurred related to the employee's assignment.

5.6 On completion of an assignment, whether satisfactory or otherwise, Red Rock is under no obligation to offer any other assignment/s.

5.7 The client may vary the assignment period by the giving of one (1) hours notice.

5.8 During the period of any assignment, the employee is under the care and supervision of Red Rock's clients.

5.9 The employee agrees to notify their Red Rock representative before normal start time, if the employee is unable to attend during any period of the assignment.

5.10 The employee agrees they will not perform any duties they have not been engaged to perform. The employee is to notify their Red Rock representative if they are required to perform duties other than those contained in the job description. Payment for such work will be at the normal hourly rate unless the duties are such that a change of classification is warranted and the new rate has been agreed between the employee and Red Rock.

5.11 Employees will be given all legislative minimum terms and conditions applicable to Casual or Fixed Term employees in the State or Territory in which the assignment is located.

5.12 Employees will not accept any instruction of the client to relocate to another worksite unless the client has obtained prior written approval from Red Rock, and until Red Rock has notified the employee of that approval.

6. OCCUPATIONAL HEALTH AND SAFETY

Inductions and Training:

6.1 The employee agrees that they will participate in any Red Rock Health and Safety Induction and/or Training relevant to the type of work for which they may receive a notice.

6.2 The employee acknowledges that they will not be offered any assignment with Red Rock until such time as any Induction or Training referred to in clause 6.1 above has been completed to the satisfaction of Red Rock.

6.3 The employee is to participate in training as required by Red Rock or its client. Employees are also encouraged to pass on work skills to other employees when necessary or required by Red Rock or its clients.

6.4 The employee will ONLY attend Red Rock's assignments after reading and fully understanding the Red Rock 'Safety Guidelines – Employees Handbook'. The employee must contact their local Red Rock representative immediately if this booklet is lost.

6.5 The employee agrees to contact Red Rock on the day the assignment starts if he or she does not attend an induction performed by the client.

Instructions:

6.6 The employee is to perform all work and associated functions as directed by the client in the safest possible manner and to obey all written and verbal health and safety instructions issued by either Red Rock or its client.



RED ROCK

RECRUITMENT

6.7 The employee agrees they will not perform any duties they have not been engaged to perform. The employee is to notify their Red Rock representative if asked to do tasks which the employee is not trained for, competent at or authorized to perform.

6.8 The employee is to strictly follow all standard operating procedures and safety systems of work laid down for particular equipment or tasks.

6.9 The employee is to ensure that all tools/plants used by them in performing their duties, whether these are supplied by the employee or the client, are:

- a) Suitable for the purpose;
- b) Maintained in accordance with the manufacturers and/or statutory instructions; and
- c) Electrically tested (if applicable) as per the requirements in the relevant State or Territory.

6.10 Reputation and behaviour in the Workplace

- a) On remote sites where accommodation, recreational and mess areas are being provided for you, always treat them respectfully. Any damage no matter how small caused to a client's property, must be reported immediately to your site supervisor and your Red Rock representative.
- b) Any confidential information, which may come into your possession during your assignment, should remain confidential. Clients do not appreciate information being provided to un-associated people.
- c) Under no circumstances will Red Rock tolerate any of the following practices in the workplace:
 - i. Not following safe work procedures or standards;
 - ii. Failing to wear, use or maintain personal protective equipment or clothing;
 - iii. Unauthorised use of equipment and machinery;
 - iv. Working under the influence of alcohol or other drugs;
 - v. Gambling, tom foolery or fighting while at work;
 - vi. Entry into restricted areas without authorization;
 - vii. Theft from a client's workplace of any property or equipment belonging to fellow workers or the client or Red Rock; and
 - viii. Willful damage or destruction to a client's workplace or any other property or equipment belonging to other workers and Red Rock.

Personal Protective Equipment:

6.11 The employee is to correctly use (where applicable) and maintain all personal protective equipment and clothing. The employee is required to comply with all assignments or work site-specific personal protective equipment requirements, such as the wearing of a safety helmet or steel cap boots.

6.12 The employee is required to wear cotton drill shirts (long or short sleeved) with a collar, cotton drill trousers and suitable footwear during all Red Rock assignments.

Workers' Compensation:

6.13 Red Rock is responsible for statutory Workers' Compensation Insurance.

6.14 In the event of any injury occurring during an assignment, the employee is to notify their Red Rock representative immediately with the details.

6.15 The employee agrees that in the event of a work related injury, illness or condition they will attend appointments arranged by Red Rock with the Red Rock nominated Medical Practitioner.

6.16 The employee, while on an assignment with Red Rock, will work exclusively for Red Rock.

6.17 The employee agrees that they will undergo physical testing (for example, hearing testing to establish a base line for hearing loss), if requested to do so by Red Rock, or as required by law.

6.18 The employee is advised that, under the relevant state's legislation regarding Workers' Compensation, the Workers' Compensation board may refuse to award compensation, which would otherwise be payable, where it is proved that the worker has at the time of seeking or accepting an assignment willfully and falsely represented himself/herself as not having previously suffered from the disability, the subject of the claim for compensation.

Certificates and Licenses:

6.19 In the event that an assignment required licenses, tickets, permits or certifications of any type whatsoever, the employee is to ensure these licenses, tickets, permits or certifications are current for the duration of the assignment.

6.20 The employee is to notify the Red Rock representative immediately such licenses, tickets, permits or certifications expire or are cancelled during the assignment.

Mobilization and Ongoing Medical Assignments:

6.21 The employee agrees to undergo functional capability testing, if requested to do so by Red Rock.

6.22 Employees of Red Rock are not permitted to take alcoholic beverages (including spirits) or illicit drugs on to work sites or into workplaces. Employees are not permitted to attend work or operate machinery while in any way intoxicated or under the influence of alcohol or drugs.

6.23 The Red Rock representative issuing the notice and the client supervisor must be notified immediately, if the employee is required to take prescription or any other medication that may affect their performance.

Medical Assessment:

6.24 The employee understands that the Breath Alcohol/Drug Concentration for all sites is 0.00%. Proven misconduct in relation to the above may result in the immediate termination of the employee's assignment and no offers of further Casual or Fixed Term assignments. The employee agrees to undergo Drug and Alcohol testing if required.

6.25 The employee must ensure that when they present themselves for duty, they are able to undertake their functions in a fit and proper manner. This includes being adequately rested prior to the start of any shift.

6.26 The employee agrees to undergo a pre-assignment medical or hearing examination, when requested to do so by Red Rock, or where required by law. The employee understands that the undertaking of such examination does not indicate an offer of engagement by Red Rock.

6.27 The employee agrees that should they (the employee) voluntarily terminate their contract prior to completing thirteen (13) weeks employment with Red Rock Recruitment Pty Ltd, the employee will be liable for any costs associated with on-boarding including but not limited to all costs for pre-assignment medicals / pre-employment medicals and or inductions.

6.28 If the employee sustains any injury, contracts any illness or becomes the subject of a workers' compensation claim during the interval between completing their initial pre-assignment medical assessment with Red Rock, and being offered an assignment (be it an initial assignment or any subsequent assignment) with Red Rock, the employee agrees to immediately advise Red Rock of this occurrence.

6.29 In the event of any injury being sustained while carrying out a Red Rock assignment, the employee authorises Red Rock to obtain medical information or to discuss with the treating doctor and/or specialist, information related to the employee's medical history and/or the injury sustained to assist in the management of the employees claim.

Working Hours:

6.30 The maximum working hours per shift is 12 hours and any additional hours worked without prior authorisation from Red Rock will not be recognised or paid.

6.31 A minimum rest period of 10 hours between shifts must be taken; any subsequent shift following a break of less duration, without prior authorisation from Red Rock, will not be recognised.

6.32 The maximum number of continuous shifts, inclusive of non-Red Rock assignments, whilst working in Red Rock's employ, is not to exceed 13 and any additional shifts worked without prior authorisation from Red Rock, will not be recognised or paid.



7. HOURS OF WORK, ROSTERS AND WAGE INFORMATION

7.1 Ordinary Hours

The employee will be engaged for the hours prescribed in the Notice of Offer of Casual or Fixed Term Employment. Maximum ordinary weekly hours will be an average of 38 hours per week over 12 months. The employee may be requested to work such reasonable additional hours as are directed by the employer.

In other circumstances where an employee is unable to be gainfully employed, due to circumstances beyond the employee's control, such as breakdown of machinery, strike, or progress of other works, the employee shall be stood down without pay.

7.2 Meal Breaks

There will be meal breaks of no less than 30 minutes to be taken between the fourth and sixth hour of work. The meal break will be unpaid. Any variance to meal breaks to accommodate special site conditions will be detailed in the Notice of Offer of Casual or Fixed Term Employment. Such variances will take precedence over arrangements within this clause.

7.3 Overtime

The employee will be paid overtime in line with the Notice of Offer of Casual or Fixed Term Employment.

7.4 Shift Work

The employee will be required to work shifts and or rosters as prescribed in the Notice of Offer of Casual or Fixed Term Employment. The employee may be required to work additional or replacement shifts or rosters as agreed to during the engagement.

7.5 Other

Unless detailed in the Notice of Offer of Casual or Fixed Term Employment the hours of work will commence and finish at the work site, exclusive of the travel to and from the worksite.

7.6 Where the period of the assignment is varied or interrupted, Red Rock will pay the employee a minimum of four (4) hours.

7.7 Accommodation and Travel

Where it is applicable for Accommodation and Travel to apply the employee entitlements will be prescribed in the Notice of Offer of Casual or Fixed Term Employment.

7.8 Annual Leave

All fixed term permanent employees shall accrue annual leave at the rate of four (4) weeks for each completed year of employment. The employee will be paid the ordinary weekly rate plus any applicable statutory leave entitlements that may apply from time to time. Any additional leave entitlements/loadings will be listed in the Notice of Offer of Casual or Fixed Term Employment. In the absence of any listing the hourly rate of pay specified incorporates leave loading. The taking of annual leave shall be by mutual agreement between the employer and employee. Fixed term permanent employees will be able to cash-out up to two (2) weeks of their leave at their written request. Leave cannot be cashed out in advance of it being credited. Payment for cashed-out leave will be at the employee's basic hourly rate at the time the election is made. A full pay-period notice is required between election and payment. In circumstances where the employment is terminated prior to taking leave; the fixed term permanent employee shall be paid on termination an amount equivalent to the leave accrued.

7.9 Personal/Carer's Leave (including sick leave)

All fixed term permanent employees shall accrue personal/carer's leave of up to ten (10) days paid leave for each completed 12 months of service. This leave will be cumulative and up to 10 days a year can be used as carer's leave. An additional two (2) days of unpaid carer's leave will be available for emergencies for permanent employees who have used up their personal leave entitlements and for casual employees. Unpaid carer's leave can be taken in a single unbroken period of two (2) days or, if the employer and employee agree, in separate periods, for example four (4) half days. However, unpaid leave will be conditional upon an employee not having any accumulated paid carer's leave or other authorised leave for caring purposes.



7.10 Absences

Where practicable, notification of absence should be made to the employer well in advance of shift commencement time in order that alternative staffing arrangements can be made. In the event of absence due to sickness, a medical certificate from a registered health practitioner or a statutory declaration if it is not reasonably practicable to obtain a medical certificate can be requested by the employer and then must be provided by the employee for any single day's absence whether a claim for sick leave payment is to be made or not. In the event of absences due to sickness of two (2) days or longer a medical certificate will be required.

7.11 Compassionate Leave

A fixed term permanent employee shall be entitled to two (2) days paid compassionate leave to visit a member of the employee's immediate family or household who is seriously ill or dying, or to attend their funeral.

7.12 Maternity, Parental, Paternity and Adoption Leave

Eligible employees will be able to access up to one (1) year of: unpaid ordinary or special Maternity leave, Parental leave and Adoption leave. Eligibility will be in accordance with the parameters detailed within the Australian Fair Work Commission National Employment Standard.

7.13 Long Service Leave

All employees shall be entitled to long service leave in accordance with the relevant Legislation.

7.14 Public Holidays

All full time employees shall be entitled to the following public Holidays without loss of pay; Christmas Day, Boxing Day, New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, and Gazetted Show Day for the district the employee is working in.

Any employee required to work on a public holiday nominated herein shall be paid at the rate detailed in the Notice of Offer of Casual or Fixed Term Employment.

Payment of Wages:

7.15 Red Rock will make payment of wages on a weekly basis ONLY by Electronic Funds Transfer to the bank account nominated by the employee. The employee is responsible for ensuring that correct details are provided to Red Rock. Red Rock is under no obligation to verify information provided and is not liable if the employee provides incorrect information.

Timesheets:

7.16 The employee will ONLY be paid if a correctly completed timesheet approved and signed by the authorised supervisor of Red Rock's client, is received by the Payroll Officer by the agreed time and date.

7.17 Should a timesheet be found to be incorrect after wages have already been paid, Red Rock will make an adjustment against future wage payments.

7.18 Red Rock may also offset against any future payment or accrued entitlement any liability the employee may have to Red Rock irrespective of how such liability arose.

Superannuation:

7.19 Red Rock shall pay superannuation in accordance with the relevant Commonwealth, State or Territory legislation. Red Rock may, in its total discretion, pay superannuation at a rate higher than the statutory minimum.

7.20 On assignments where a flat rate of pay has been agreed for all hours worked, the employee agrees that ordinary hours on which superannuation will be paid will be deemed to be the first eight (8) hours in anyone shift up to a maximum of thirty eight (38) hours worked in any one pay week.



Stand Down Provisions:

7.21 If the employee is unable to be gainfully employed due to strike, breakdown of machinery or any stoppage of work for any cause which the employer cannot be held reasonably responsible, the employer reserves the right to stand down the employee without pay.

The stand down of the employee under this clause does not break the continuity of employment of the employee for the purpose of any agreed entitlements.

8. DISPUTE RESOLUTION PROCEDURE

It is important to Red Rock that we have in place a process to enable employees to raise and resolve any issues of concern to them. Therefore, the employee agrees to comply with the following dispute resolution procedure. The employee agrees that they will seek to have issues addressed through this process, unless required by law to do otherwise.

The parties to this Agreement shall observe the following Industrial Dispute Resolution procedure: The mechanism and procedures for resolving disputes will include, but not be limited to, the following:

Stage 1 Any question or dispute arising in relation to these terms and conditions or any other aspect of the employee's Casual or Fixed Term employment with Red Rock, including issues relevant to a particular assignment or client shall, in the first instance, be raised with the employee's Red Rock representative.

The Red Rock representative will provide a response to the employee within seven (7) calendar days or such other timeframe as agreed between the employee and the representative.

Where the employee is dissatisfied with the response or the response is not received within the set timeframe (or agreed timeframe), the employee may progress to Stage 2 of the process.

Stage 2 In the event that a matter remains unresolved following Stage 1, the employee may refer the matter to the Manager of the office, which issued the most recent notice.

The Manager will respond to the employee within seven (7) calendar days or such other timeframe as is agreed between the employee and the Manager.

Where the employee is dissatisfied with the response from the Manager, or the response is not received within the set timeframe (or agreed timeframe), the employee may progress to Stage 3 of this process.

Stage 3 In the event that a matter remains unresolved following Stage 2, the employee may request that the matter be referred to an independent arbitrator for determination.

To facilitate Stage 3 of the process Red Rock will identify three (3) potential independent arbitrators and the employee will be given an opportunity to select from that group.

Red Rock and the employee **agree to be bound by the decision of the independent arbitrator.**

The decision of the independent arbitrator will be reduced to writing and will form the basis of a full and final settlement of all the issues raised with the Arbitrator.

Except in situations where there is a perceived immediate and significant threat to employee health and safety, work will continue and consideration of the needs of the business will remain a priority.

Continuity of Operation

The employee will continue, at all times, to work in a manner commensurate with your position and as directed by your team leader or other authorised officer of the company, without bans, limitations or stoppages.

Any ban, limitation or stoppage (other than for genuine safety reasons or otherwise authorised by law) will be grounds for disciplinary action and this may result in termination of your employment.



9. EMPLOYEE'S OBLIGATIONS

9.1 In relation to any confidential information including documents, records, trade secrets, client lists or other confidential information belonging to Red Rock or its clients, that the employee had knowledge of, the employee must:

- a) At the completion of an assignment, unless otherwise authorised, immediately return such confidential information to Red Rock or the client;
- b) Not reveal the confidential information during or after involvement with Red Rock or its client, to any person or party other than in the course of employment with Red Rock; and
- c) Not make any personal use of the confidential information other than in the course of employment with Red Rock. Any profit made from the use of such information would become the property of Red Rock.

9.2 For a period of six (6) months following the last assignment, the employee is to immediately notify Red Rock in the event that:

- a) A Red Rock client offers the employee temporary or permanent employment; or
- b) The employee approached a Red Rock client, to whom the employee was introduced by Red Rock.

10. ANTI-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The employee agrees that they will conduct themselves in a manner consistent with their obligations under the State and Commonwealth Anti-Discrimination and Equal Employment Opportunity legislation applicable to the State or Territory in which they are employed at the relevant time.

The employee acknowledges that they bear the responsibility for being aware of the provisions of the relevant State or Commonwealth Legislation and agree to indemnify Red Rock should their conduct result in any cost to Red Rock.

11. PRIVACY DECLARATION AND CONSENT

The information you and your nominated referees provide to Red Rock will be stored on a secure database within Red Rock. This information is not accessible by anyone outside of Red Rock.

The information will be used to determine your suitability for employment with Red Rock. Where it is deemed that you may be a suitable candidate for a position, your details may be provided to the host employer.

It is standard practice that following an engagement with a host employer, a referee report will be obtained from the host employer. This information will be stored in the database.

You may request to view the information held in relation to you at any time.

Where you are able to demonstrate that information held on the database is incorrect that information will be corrected. Should there be disagreement about the accuracy of information, a record to that effect will be included on the database.

Should you at any time wish to have your details removed from the database, you must advise Red Rock of this.

Failure to provide the information requested may limit Red Rock's ability to find adequate opportunities for you with host employers.

A copy of the Red Rock privacy policy is available on request.



EMPLOYEE DECLARATION

I, (Full Name)

of (Address)

understand that this declaration applies to all of the issues listed below and with that understanding **do solemnly declare that:**

RED ROCK TERMS AND CONDITIONS OF EMPLOYMENT:

- I have read, understood and agree to the content of the eight page document entitled 'Casual or Fixed Term Employee Terms and Conditions of Employment' and understand that this document applies to all Red Rock Companies.
- I accept the binding responsibilities of the National Code for the Construction Industry for Construction assignments.

THE RED ROCK SAFETY GUIDELINES – EMPLOYEES HANDBOOK:

- I have read and received/or I will receive a copy of the Red Rock Safety Guidelines – Employees Handbook.
- I undertake to make myself familiar with the contents and understand that it includes for reference purposes a copy of the Terms and Conditions of Employment to which I have agreed to be bound.
- If within seven (7) working days I have not received a copy of the Red Rock Safety Guidelines – Employees Handbook, I agree to notify my Red Rock representative.

GRIEVANCE PROCEDURE:

- I acknowledge that this declaration in conjunction with the 'Casual or Fixed Term Employee Terms and Conditions of Employment' can be pleaded as a bar to any proceedings in any court of tribunal, except as required by law, arising out of or in the course of my Casual or Fixed Term employment with Red Rock and that all disputes are to be referred to an independent arbitrator for resolution as per the grievance process.

PERSONAL INFORMATION:

- I understand the reason for the collection of information about me and consent to all the information requested being collected, stored, used and disclosed as per the Privacy Declaration and Consent Clause of the Red Rock 'Casual or Fixed Term Employee Terms and Conditions of Employment' document.
- **All the information I have given to Red Rock including all sections of the 'Pre-Assignment Medical Assessment Form' is true and correct to the best of my knowledge.**

EMPLOYEE SIGNATURE (or equivalent electronic acknowledgement)

Please tick here

Yes _____ I wish to receive SMS about future employment opportunities from Red Rock

No _____ I do not wish to receive SMS about future employment opportunities from Red Rock

Employee – Signature _____ Date

Witness – Signature _____ Date

Witness – Full Name (Please Print) _____