

## **Inquiry into the current capability of the APS.**

### **CPSU – NDIA & NDISQSC**

#### **1. Would you be able to tell me how many staff\* within the NDIA are CPSU members?**

\*both labour hire & APS

Membership numbers

NDIA: 1402 (approximately 60% APS, 40% Labour-hire)

NDIS Quality & Safeguards Commission: 71 (majority APS)

#### **2. What sort of feedback rates have you had with your workplace surveys?**

##### Feedback rates

Survey report generated from 934 responses to the CPSU workload survey which had been shared with the NDIA in May 2020.

Letter written to NDIA indicating a total participation of 1006 staff seeking immediate redress to workload pressures in December 2020.

#### **3. Does the union have any examples that it can provide of those kinds of prohibitions\* in operation or is it simply that you've been told by those staff that they can't apply? Is there any more information that the union can provide to the committee on that question?**

\*prohibition of labour hire staff to apply for APS roles, in particular in their contract.

##### Labour-hire contracts

Hays Terms of Engagement document which states at clause 4.6 contractors cannot discuss their hourly rates of pay with other staff or the client (attached).

SOS Standard Agreement which explicitly states at clause 20 that staff cannot discuss rates of pay with other employees (attached).



22 December 2020

**Martin Hoffman**  
**CEO of the National Disability Insurance Agency**

Via email:

Dear Mr Hoffman,

**NDIA staff petition NDIA to address serious workload concerns**

I am writing to serve a petition signed by 1006 NDIA employees, who are calling for urgent and immediate measures to address workload, because of the impact upon both employees but also ultimately upon the clients that NDIA supports.

The background to this petition is that members have been contacting the CPSU seeking support on unreasonable workload and the accompanying psychosocial hazards over the last year.

Earlier in the year, the CPSU surveyed 934 NDIA staff in a comprehensive survey which found systematic, widespread and concerning levels of psychosocial hazards, including stress and anxiety.

We provided this survey analysis report to the NDIA in May this year.

Yet we have seen no interim action on workload at NDIA – it is as a result of this that we have put forward this petition to highlight the urgency for NDIA to take up this issue in collaboration with employees and their representative, the CPSU.

**In further recent discussions with senior management in November, we understand that the position of NDIA on this issue to be:**

- The NDIA does not recognise workload as a widespread serious concern resulting in psychosocial hazards experienced by employees.
- Staff have not raised workload issues with the NDIA.
- Staff should only seek workload reviews on an individual basis.

The notion that NDIA staff have not raised workload concerns across the agency is factually incorrect. As evidenced by our recent survey, our parliamentary enquiry submission, ongoing meetings with management, national CPSU campaign events and now via the CPSU petition.

CPSU members are dedicated and professional Australian Public Servants and Labour Hire employees. Together we aim to help vulnerable people and particularly people with disabilities live a fulfilling life. CPSU members don't take measures, such as signing a national petition asking for you as CEO to take necessary measures to address workload, lightly.



**The petition calls on NDIA to:**

1. Recognise workload as an issue for your workers and its impact on participants.
2. We call on the NDIA to respect employees right to speak up and to seek a workload review, an entitlement under your EA. (Including collective reviews)
3. Adopt the CPSU members Workload Review recommendations, as the basis for a formal Workload Reviews policy, to help facilitate a fair and consistent process across the agency.

You will find the full version of the petition and relevant attachments at the end of this document. This has come from a deep commitment to ensure a safe work environment, which mitigates psychosocial hazards, in order for employees to be able to truly service and support the clients.

The union is of the view that CPSU and NDIA can and must work together collaboratively to address this issue. We also note, NDIA management have been in discussions with the CPSU about the proposed PED Internal Performance Framework KPI's and we have reached a mutual agreement on process which will help provide genuine and good faith consultation with NDIA employees.

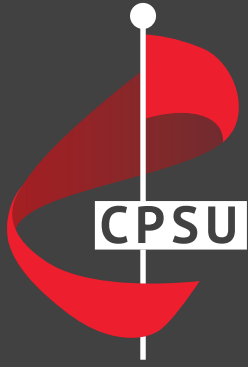
I would like to arrange a roundtable with you and the CPSU Section Council to discuss this further, in early February 2021.

We need to come together to develop measures that will address this concerning situation.

A meeting can be arranged by contacting James Cronin, CPSU Lead Organiser, ([James.Cronin@cpsu.org.au](mailto:James.Cronin@cpsu.org.au)) for our availability.

Yours sincerely,

**Beth Vincent-Pietsch**  
Deputy Secretary  
Community and Public Sector Union



# Workloads, Stress and KPIs at NDIA

**NATIONAL DISABILITY INSURANCE AGENCY**

Final report

**Community and Public Sector Union (PSU Group)**

**May 2020**

## About this survey

The Community and public Sector Union (CPSU) recently conducted a survey of workloads, stress and Key Performance Indicators (KPIs) at the National Disability Insurance Agency (NDIA).

The survey was initiated following widespread reports from CPSU members in the NDIA that the pressure to meet KPIs was having an adverse impact on their mental health and motivation to work for the NDIA.

More than 900 NDIA staff participated in the survey (934).

Respondents were from a wide range of roles, including Directors, Assistant Directors, Managers and Team Leaders, Business Support Officers, Officers from the Internal Review and National Review Teams, Access Assessors, Planners, Delegates, and a wide range of national roles.

The role with the largest number of respondents (410) was Planners (including Senior and Complex Planners).

Staff at NDIA say they are motivated to work at NDIA because they care deeply about people with disabilities receiving the quality supports they need to reach their full potential and removing the barriers to social and community participation.

Our aim for this survey is to remove obstacles for NDIA staff in achieving their purpose and to make the NDIA a place where their skills and motivation to provide quality outcomes for participants is welcomed and encouraged.

**Our next step is to identify solutions through genuine consultation with workers.**

*“The way I think about it,  
every KPI is a person”*

– NDIA Planner, QLD

## Summary of survey results

- **40%** think the **amount of work** they are expected to do **is reasonable** most of the time or always
- **48.8% neglect some tasks** most of the time or always because they have **too much to do**.
- **41.5%** almost never or **never have energy left** at the end of a workday **for their personal life**
- **71.4%** say trying to meet KPIs causes **excessive stress**.
- **71% talk to their supervisor** about their work and stress levels.
- **67.4% feel supported** by the NDIA during this pandemic.
- **71.4% do not feel** the COVID-19 **pandemic** is being **taken into account** in relation to KPIs and workloads.
- **53.6% do not believe flexibility is available** in relation to their KPIs if they are impacted by school closures.
- **53.5%** would feel **comfortable disclosing** to their manager if they had a **mental health** concern.

## Impact of excessive KPIs

More than 70% of respondents told us they had experienced negative impacts due to excessive KPIs.

We asked survey participants what impact, if any, had excessive KPIs had on them. This was an open-ended question where NDIA workers could describe any impacts of excessive KPIs in their own words.

Of the 934 people who participated in the survey, 800 provided a comment and **667 of those NDIA workers described a negative impact from excessive KPIs.**

Negative impacts that were listed multiple times are below with the number of people who mentioned that impact.

Stress	267
Anxiety	94
Sleep problems	93
Taking leave due to stress	42
Crying/tears	36
Family problems	30
Exhaustion	30
Health issues	30
Tiredness	23
Overwhelmed	22
Unpaid hours	21
Disrupted weekends	18
Depression	12
Sick	12
Worried	9
Feeling inadequate/a failure	7
Weight gain	6
Medication	5

CPSU has selected a small sample of the 800 individual comments as representative of the comments overall and to show the human impact of excessive KPIs on staff at NDIA.

By highlighting these issues and impacts of excessive KPIs we hope not only to improve the working environment for all NDIA staff, but to improve the quality of outcomes for participants. Our next step is to identify solutions through genuine consultation with workers.

## What impact, if any, have excessive KPIs had on you?

1. It has caused stress and exhaustion to the point where I go home feeling drained. I have a toddler and it makes it difficult to spend time with them and fulfill my role as a mother when I'm so drained and burnt out from work.
2. Working an extra hour per day to meet KPIs and other duties, ie. AT processing, responding to emails from providers, supporting co-workers etc. I rarely claim this time as flex accrual as I believe I should be doing better. There is significant pressure to meet KPIs which in turn impacts on the supports we provide to our participants. I'm left always feeling inadequate, rushed and anxious.
3. I have chronic health conditions that are exacerbated by stress. My Team Leader has been very supportive, however I still feel that I'm not pulling my weight.
4. I feel that I am in a constant state of stress, always thinking about the overwhelming amount of things that needs to be done. It's hard to relax at the end of the day when you know how stressful the next day at work and all the days after that are going to be.
5. I have seen and experienced excessive KPIs in Service Delivery. Impact - completing work to make numbers, neglecting quality and participant's ability to understand and use their plans effectively. Reduces work satisfaction, felt excessively tired and not able to respond to other aspects of life or have a work life balance.
6. Anxiety, nightmares, shortness of breath.
7. Poor work life balance due to stress and catching up on work in my own time.
8. Broken nights sleep and a lot of stress.
9. Anxiety, stress, humiliation. We have to read out our KPI at the end of every day in front of all the team, the ones who get a high amount we are encouraged to clap and celebrate their achievement.
10. Sick leave has increased. Migraines are more frequent. I feel anxiety and panic if I feel 1/2 way during the day I may not reach my KPIs.
11. Excessive KPIs have made me feel incompetent at my job when I can't achieve them or if I have to stay back to finish them which is becoming more and more of an occurrence lately. This is despite me knowing deep down that in fact I actually am good at my job.
12. Fear of loss of job, difficulty with work life balance, poor self esteem/confidence.
13. Stress has risen. I went through a period of time where I was so overwhelmed with work I would cry. I had some health issues such as rashes breaking out and heart palpitations at one stage.
14. Extreme stress, anxiety and fatigue. No energy to spend time with my family and children after hours.
15. Stress headaches and anxiety. I have negotiated a work from home day once a week.



16. General feeling of anxiety among workers that you will be performance managed if KPIs are not met.
17. I live with a disability and need more time to achieve my KPIs. I come in early by an hour every day to try and meet my KPIs as I know I am slower with disability and my need to use my AT to access my work. This is never discussed in my work flow. I have addressed this in reasonable adjustment meetings with my independent rehab officer.
18. I have a pre-existing mental health condition. My manager knows about this but I don't like to make a big deal out of it in case I get overlooked for promotions. If I speak to management about the stress, I just get ignored. I feel like the past few weeks I have been screaming out for help with my workload and only got listened to yesterday. I cannot perform work to the standard I would like because I have to rush it through. I neglect important participant contact because I don't have time. I hardly ever take a lunch break. We are encouraged to do so, but who has time??? Training is very stressful because if we have a day out of the week for training, our KPIs are not adjusted accordingly. I also have a disability and although I am on reduced KPIs, I still feel as though I have to keep quiet about my stress or I will never get a job as an APS6 because we are repeatedly told that 6s have to almost be unflappable.
19. I want to leave the job after only 6 months.
20. Tiredness and no time for my family.
21. It really effects me because when we can't get the KPIs done we are failing our fellow community members. If a person can't get their wheelchair because of the NDIA we feel it and see. This is especially so in a small community where the participants are also your community members and you see the struggle they are going through.
22. Loss of sleep. I wake up in the night worrying about participants not having what they need or that I may have made a mistake or cut a corner to get things done faster.
23. It takes the joy out of my work and every plan is at risk of not being the best it should be.
24. I feel like I am swimming upstream all the time trying to get things done as there are many competing priorities and does not seem to be enough staff to do the work to minimise stress for the staff.
25. Family breakdown, children in distress due to my mental health, medical issues and much more.
26. I have disclosed my mental health and anxiety disability... but I still feel threatened that I could lose my job at any time. And its not just me there are soo many people in the [named removed] office who feel the same. The explanation is that the KPIs are a National standard. It's too much and the participants plans may be compromised due to staff needing to find ways to cut corners to try and come close to KPIs. Staff are in tears nearly every single day.
27. I do not enjoy being a planner anymore.

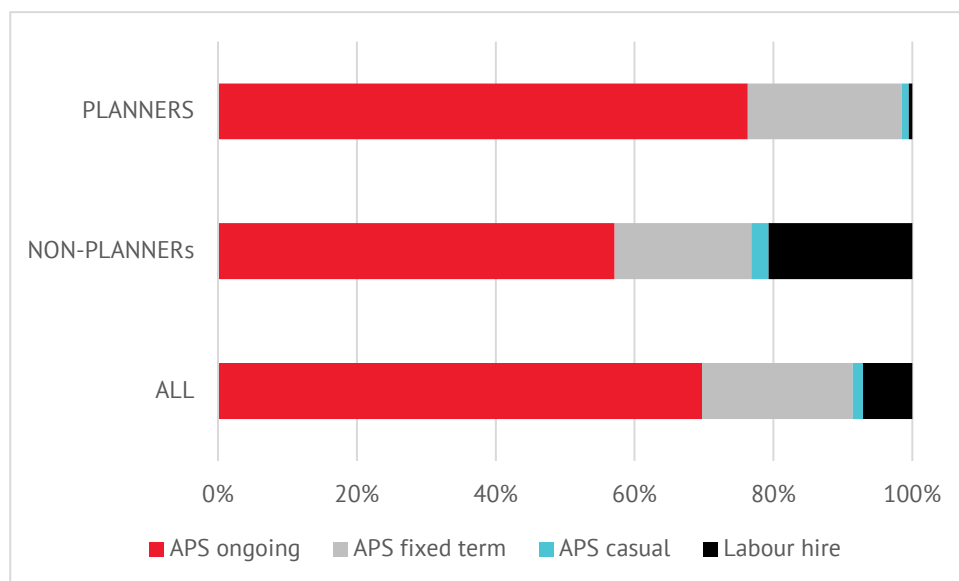
28. Sleep deprivation, feeling the need to work from home in own hours after work/on weekends/even holidays, decreased mental health. Feeling of failure in your job and hopelessness.
29. Interrupting my sleep where I dream KPI; stress about them taken home and effecting my personal life after hours and on weekends. Affecting my ability to switch off from the job and enjoy time with my family.
30. Depression. Anxiety. Never feeling good enough. Poor sleep, poor diet, never have my own life – work evenings and weekend.
31. I work every night and weekends to keep up with targets, I am physically and emotionally exhausted, my relationships suffer, I eat too much, drink too much and sleep too little, I lose it at work and I am performance managed.
32. Other than trying to complete my normal duties I tend to worry some days when I don't get as much done. This is not due to me not working but more to do with the time it takes to complete some tasks. more than others and this is why KPIs are not achievable
33. Working in the evenings at home to ensure that participants don't lose out. Feeling guilty for not completing tasks out of work hours if I did not manage to get everything done.
34. I work more hours than I enter into my attendance record so I can reach my KPIs. This is leaving me exhausted both mentally and physically each day. I am losing my work life balance.
35. It spoiled my Christmas break because I kept stressing over plans that I could not do. I would just sit in front of my computer and stare. Something like a writer's block.
36. Consistent stress and high expectation to perform. Acceptance by mgt of working a lot of extra hours and not being encouraged to reduce extra hours. Overwhelmed most of the time. The better you do your job, the more you get given.
37. Constant stress and anxiety. I feel like I am failing at my job, small issues seem like huge problems, I am ignoring tasks that I know have an impact on my participants I just have to move onto the next stat. I am confused and uncertain about procedures, this plays into my certain knowledge that I am failing. I am at the end of my capacity to function as a productive member of my team.
38. Stress not meeting them often doing more work on in my personal time. This is so the participant is getting their plan and I want quality in my plans. Let's get it right the first time so it is not driving calls into the call centre & have reviews of a reviewable decision or change of circumstances.
39. I had to take personal leave because my mental health declined on several occasions. I am always tired and stressed and I sometimes dread coming to work. My family want me to find alternative employment but I do like my job. I rarely meet my KPIs as I believe in quality over quantity and plans are for people, not numbers. I'm very good at my job, am thorough and complete participant plans based on their needs.

40. Heightened anxiety - constantly worrying about stuffing up or having upset providers/participants calling me because I haven't done something yet. staff within the office compare one another and look down on some people thinking they do less work because their workload is different and results in less plan approvals.
41. Lack of self-esteem because it is most of the time unachievable.
42. Broken sleep, headaches, impact on social life.
43. Physical manifestations of anxiety until I have hit a particular point in KPI each day. If I don't hit that point, the feelings do not abate.
44. Difficulties sleeping, negative thoughts, frustration, dissatisfaction, feelings of anger at management and government, feelings of being devalued.
45. I struggle to sleep at night because I'm constantly thinking about work, and what I'll need to do the next day. I am stressed and anxious all the time, to the point where I feel physically ill. I feel like I'm terrible at my job because I can't meet KPIs, despite receiving the occasional positive feedback from my manager, coworkers and clients. I often will not take a lunch break, just to try and get the work done, but I will record on my time sheet that I did have one. I am losing the motivation to do my job. There have been many days where I have broken down in tears because I'm not coping with the workload. I didn't always feel this way about my job, the pressure has just been building up as expectations continue to rise.
46. High level of anxiety as constantly conflicting demands to produce high quality work and meet increased KPIs.
47. I feel absolutely worthless and a complete failure. Having to stand in front of my peers Monday, Wednesday and Friday and justify myself is soul destroying. My stats or lack thereof are on the board for all to see, why? I don't want my colleagues knowing how I'm going. The work involved in plan approvals, reviews, monitoring is horrendous. We have had seven staff resign from our office in six months due to unrealistic work pressures. Another office in our zone has had a 100% turnover. Team Leaders take their surface pro's home and complete four + hours every night and on weekends. This then creates an expectation by others in the office when they act in their positions. It also put pressure on other planners to take work home to keep up. We are desperate for planners to share the load because 3-4 meetings (more if people are away) and 15 approvals each week is just too much. The NDIA is an appalling organization for which to work. I have a work colleague who identifies with a disability and no consideration is given for their health. When they speak up they feel undervalued. They have had to go to the doctor to get evidence for some consideration and the poor person is so overwhelmed and feels victimized. Others in the office do judge this person badly and do lack consideration for what this person can do. Something has to change. I feel so overwhelmed, anxious, my sleep is now affected my family are so worried. If one more person tells me about EAP or see a Dr I'll scream. I just want the NDIA to value its staff.
48. Constant state of fear, sense of never being good enough regardless of how much you do, it's never enough, overwhelmed at times, it affects my home-life negatively.

49. My blood pressure medication was doubled as a result of work stress last year. My BP reading was taken at home and at work with significantly higher readings at work confirming the correlation. I have developed a head shake which is predominantly occurring during the day when I am working and stressed aiming to meet KPIs.
50. Feelings of extreme stress. Always feel the pressure and have concerns about my job security. Also fear of being ridiculed by manager due to not keeping up with KPIs.
51. Since the KPIs have been increased, I have been constantly stressed, and my mind is always on work. I feel anxious and am unable to meet the KPIs, and feel very insecure in my job stability. I feel pressured by management to achieve the target at any cost, and feel that I cannot provide a high standard of quality when aiming for the target. I'm unable to sleep well due to anxiety and occasionally use sleeping pills now. When working from home, I feel there has not been shown any flexibility or understanding of the stress of the pandemic situation and the difficulty of not having access to usual office equipment. My mental health has worsened overall since the KPI increase.
52. I have had to develop coping mechanisms and accept that workloads aren't ever achievable. As BSOs we don't experience level of pressure as planners but still feel the impact.
53. Have cried twice this week, have also used the counselling available due to WFH
54. I wake up with headaches due to excessive teeth grinding in the night. I worry about participants and if I have followed things up or have forgotten to do things. Neck and shoulder tension/pain.
55. Not being able to sleep. Worried about my manager performance managing me. Not eating. It's a joke because (name removed) sets targets not in line with the national process.
56. I'm behind in my work which gets more confusing as this progresses I find it more difficult to catch up. I feel guilty all the time about not being able to deliver meaningful quality service. My TL rarely has the technical expertise (or time to be fair) to assist me to progress my plans often referring me to other staff. My mental health is deteriorating and I rarely sleep through the night which is further impairing my concentration and taking a personal leave day would only exacerbate my stress because I would be further behind. TL treats it like a time management issue which is very unfair because she herself has sent emails at 9pm and often allocates the week's work on weekends. Staff are extremely confused about how individual KPIs are calculated and the TL sounds confused when she explains it. When staff ask to have their KPIs amended to accurately reflect the workload the TL may acknowledge but won't change it. I was given a new TL this week.

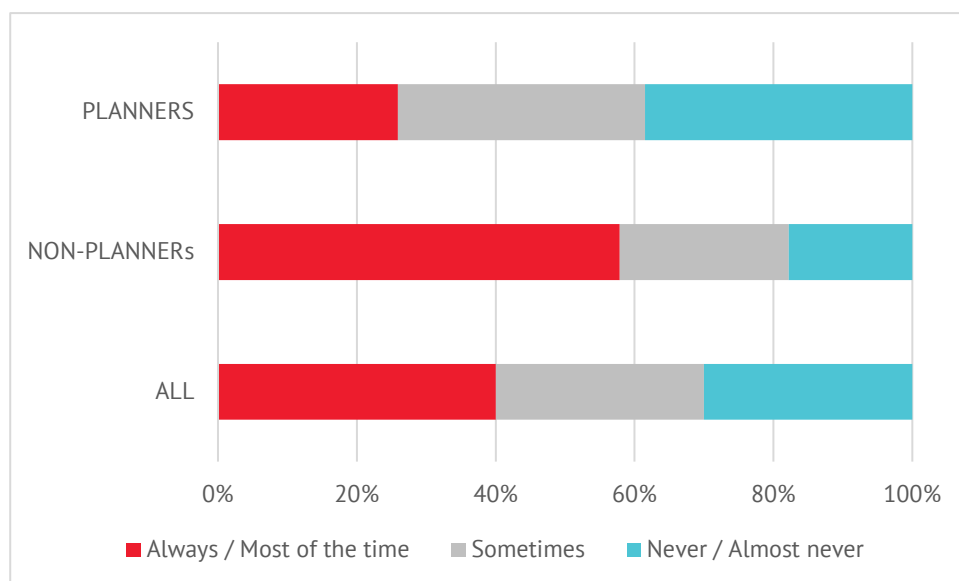
# Workloads, stress and KPIs – survey results

## How are you employed?



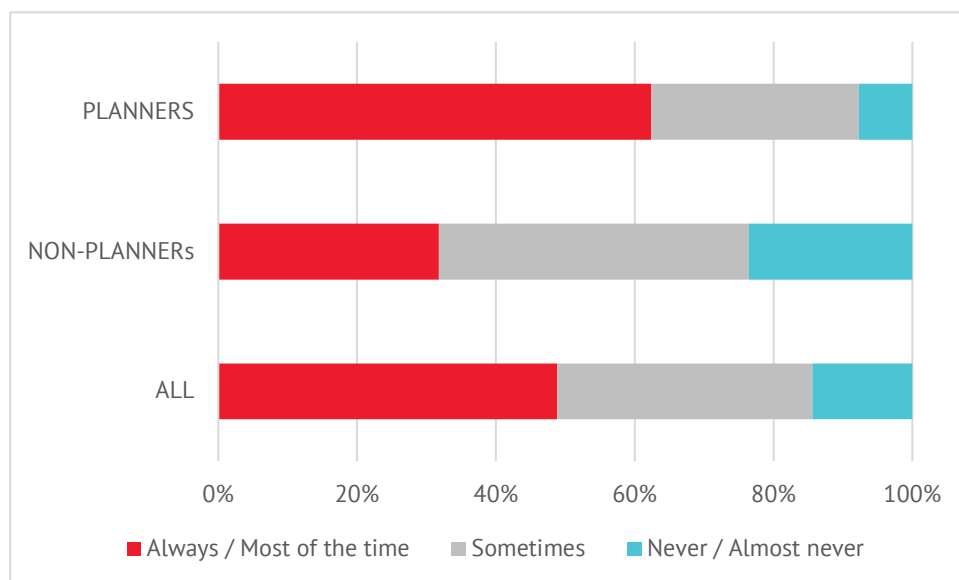
	PLANNERS (%)	NON-PLANNERS (%)	ALL DATA (%)
APS ongoing	76.3	57.1	69.9
APS fixed term	22.2	19.7	21.8
APS casual	1.0	2.5	1.5
Labour hire	0.5	20.7	7.1

## The amount of work I am expected to do is reasonable



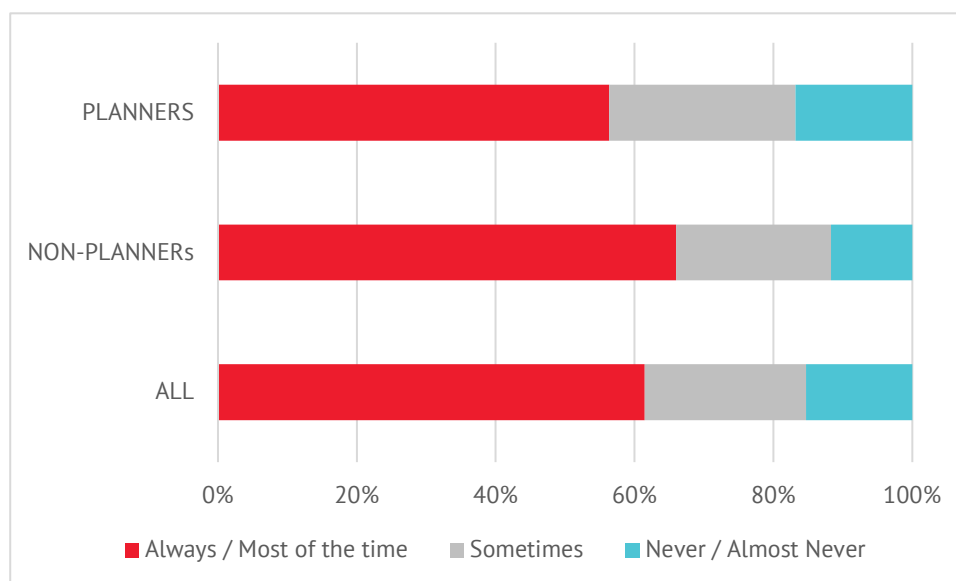
	PLANNERS (%)	NON-PLANNERS (%)	ALL DATA (%)
Always / Most of the time	25.9	57.9	40.0
Sometimes	35.6	24.4	29.9
Never / Almost never	38.5	17.8	30.0

## I have to neglect some tasks because I have too much to do



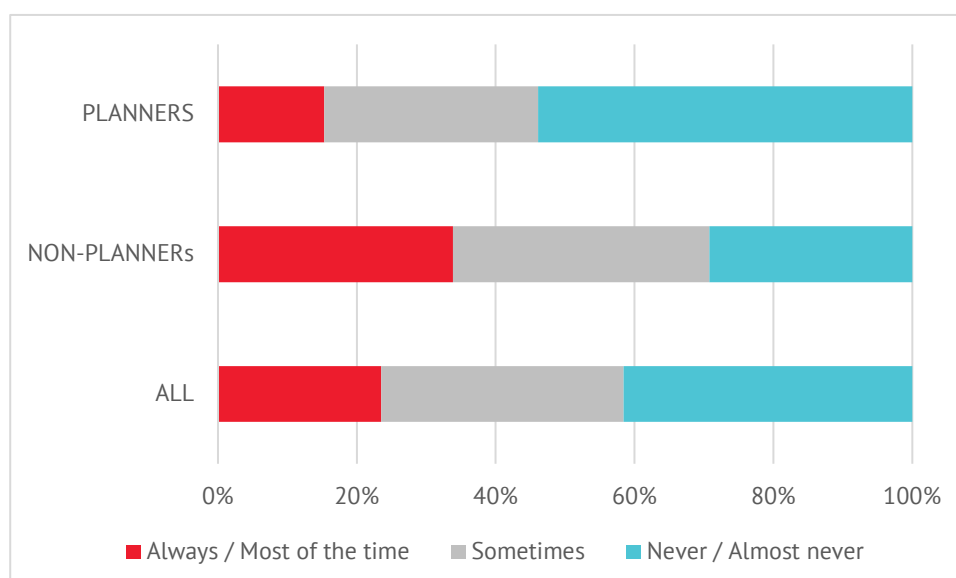
	PLANNERS (%)	NON-PLANNERS (%)	ALL DATA (%)
Always / Most of the time	62.4	31.8	48.8
Sometimes	29.9	44.6	36.7
Never / Almost never	7.7	23.6	14.4

## I am encouraged to take my entitled breaks (e.g. lunchtime, sick time, flex time, leave etc.)



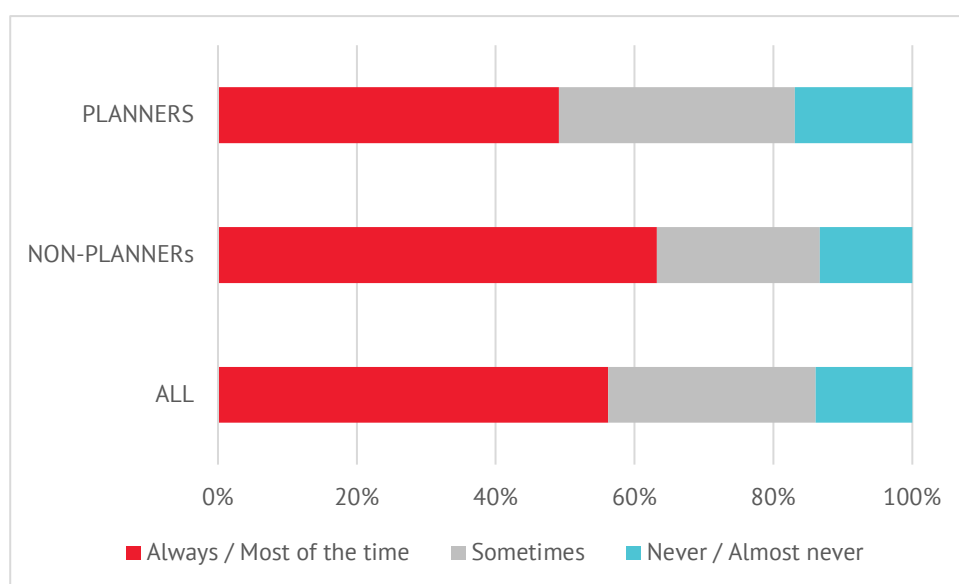
	PLANNERS (%)	NON-PLANNERS (%)	ALL DATA (%)
Always / Most of the time	56.3	66.0	61.4
Sometimes	26.8	22.3	23.2
Never / Almost Never	16.8	11.7	15.3

## I have energy left at the end of a workday for my personal life



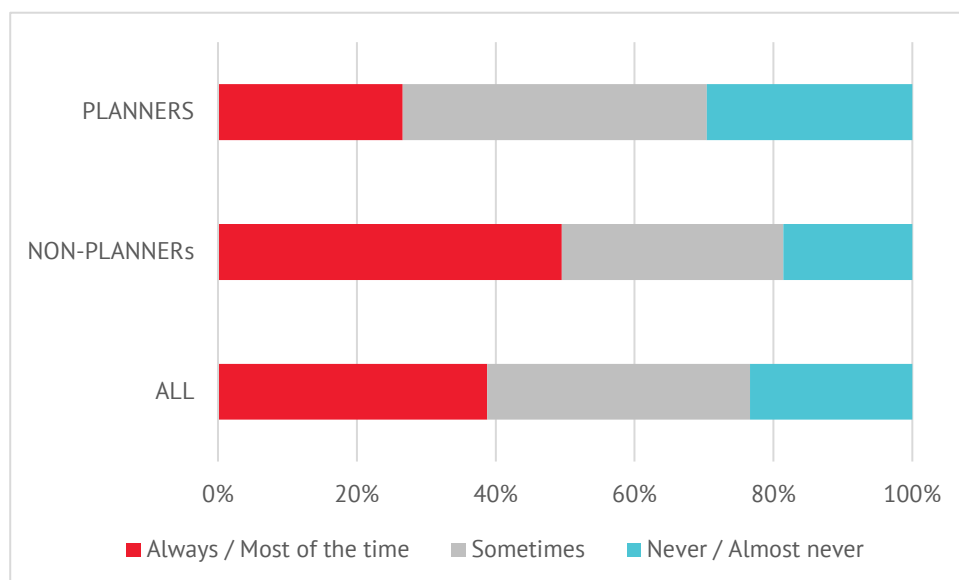
	PLANNERS (%)	NON-PLANNERS (%)	ALL DATA (%)
Always / Most of the time	15.3	33.8	23.5
Sometimes	30.8	36.9	34.9
Never / Almost never	53.9	29.2	41.6

## My opinions and suggestions are considered with respect at work



	PLANNERS (%)	NON-PLANNERS (%)	ALL DATA (%)
Always / Most of the time	49.1	63.3	56.2
Sometimes	34.0	23.5	29.9
Never / Almost never	16.9	13.3	13.9

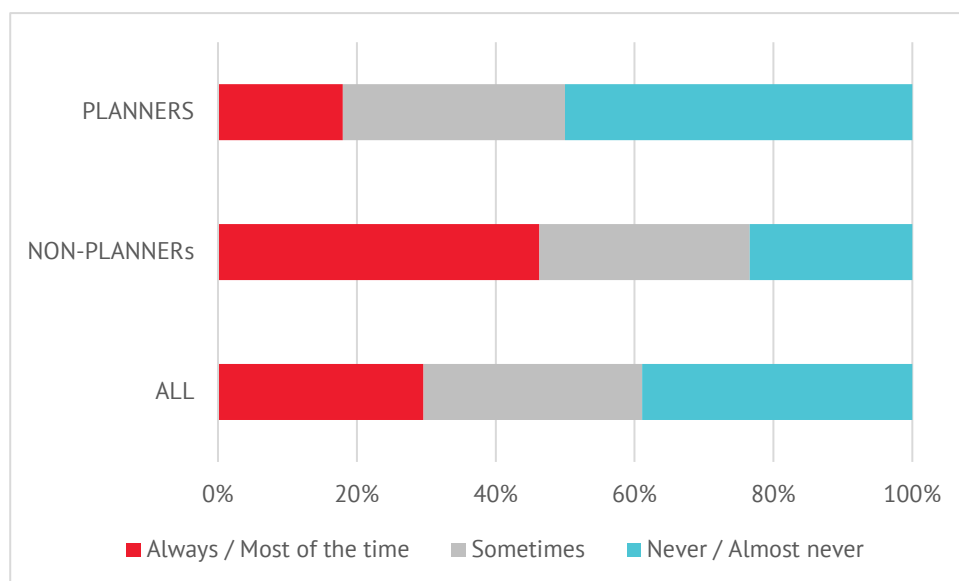
## Do you feel supported to meet your KPIs?



	PLANNERS	NON-PLANNERS (%)	ALL DATA (%)
Always / Most of the time	26.6	49.5	38.8
Sometimes	43.8	31.9	37.9
Never / Almost never	29.6	18.6	23.4

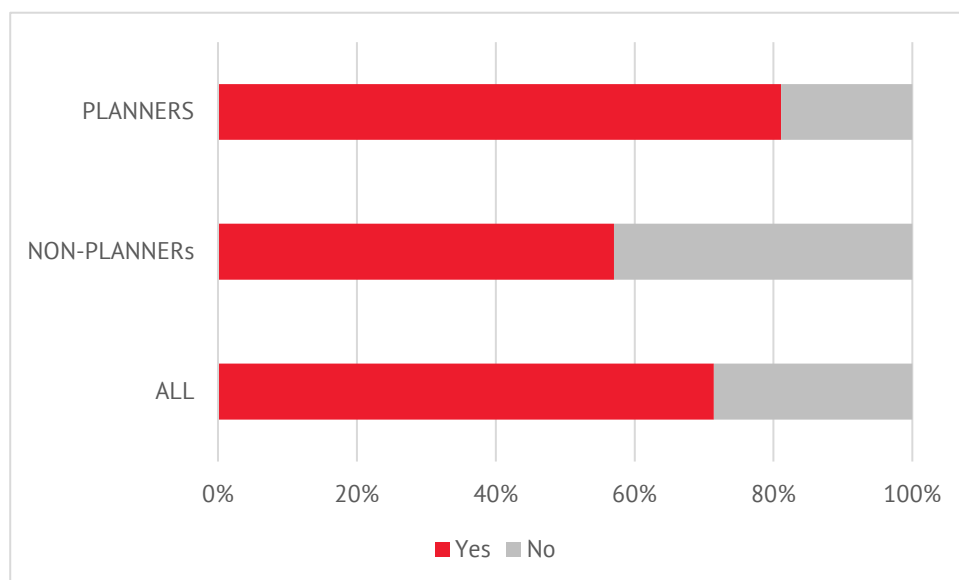


## Are your KPIs achievable during normal working hours?



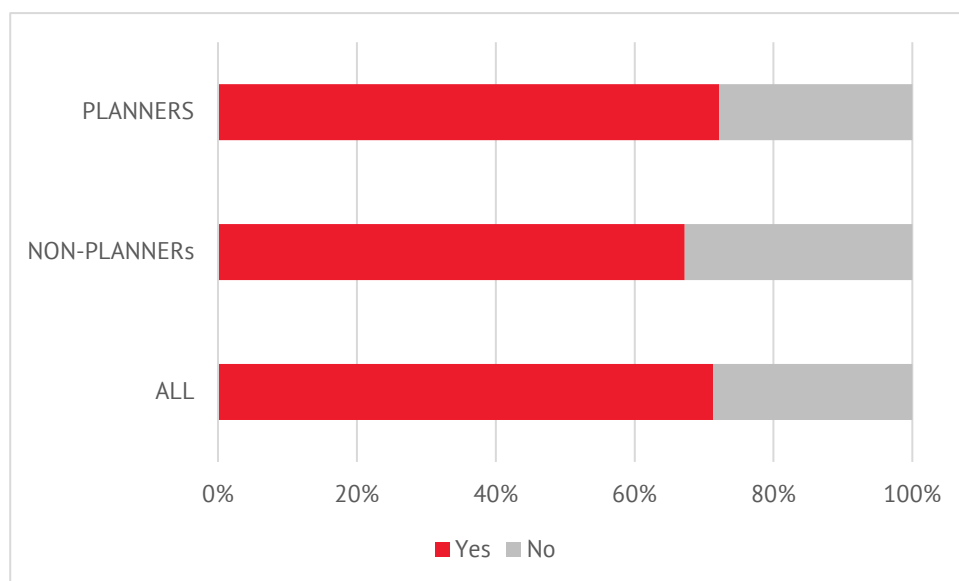
	PLANNERS (%)	NON-PLANNERS (%)	ALL DATA (%)
Always / Most of the time	18.0	46.3	29.6
Sometimes	32.0	30.3	31.5
Never / Almost never	50.0	23.4	38.9

## Does trying to meet your KPIs cause you excessive stress?



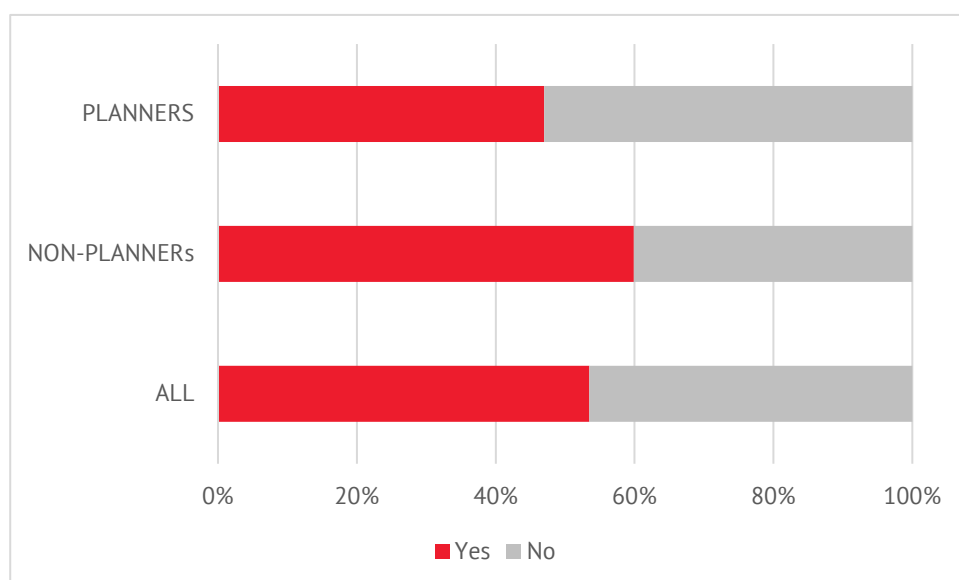
	PLANNERS (%)	NON-PLANNERS (%)	ALL DATA (%)
Yes	81.1	57.0	71.4
No	18.9	43.0	28.6

## Do you talk to your supervisor about your work and stress levels?



	PLANNERS (%)	NON-PLANNERS (%)	ALL DATA (%)
Yes	72.2	67.2	71.3
No	27.8	32.8	28.7

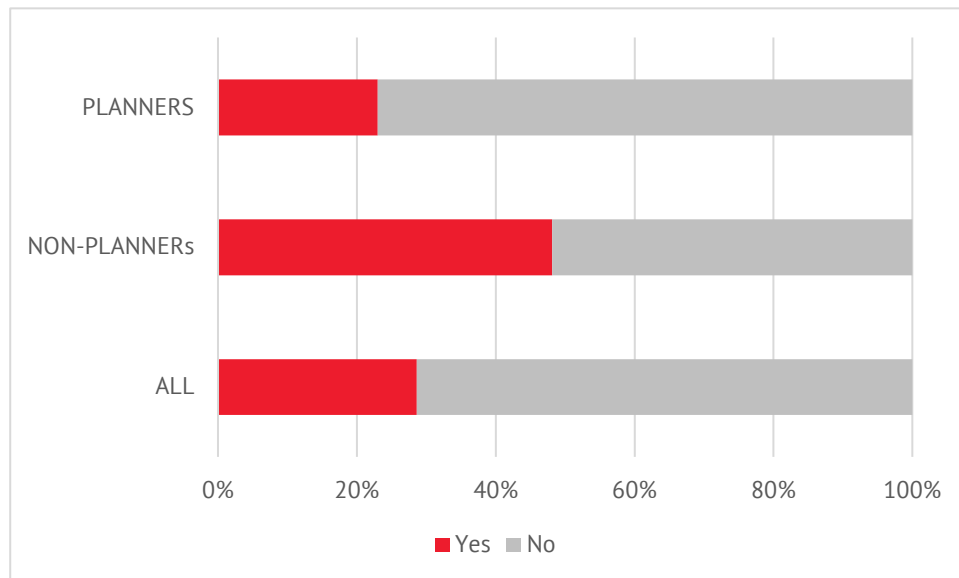
## Would you feel comfortable disclosing to your manager if you had a mental health concern?



	PLANNERS (%)	NON-PLANNERS (%)	ALL DATA (%)
Yes	47.0	59.9	53.5
No	53.0	40.1	46.5

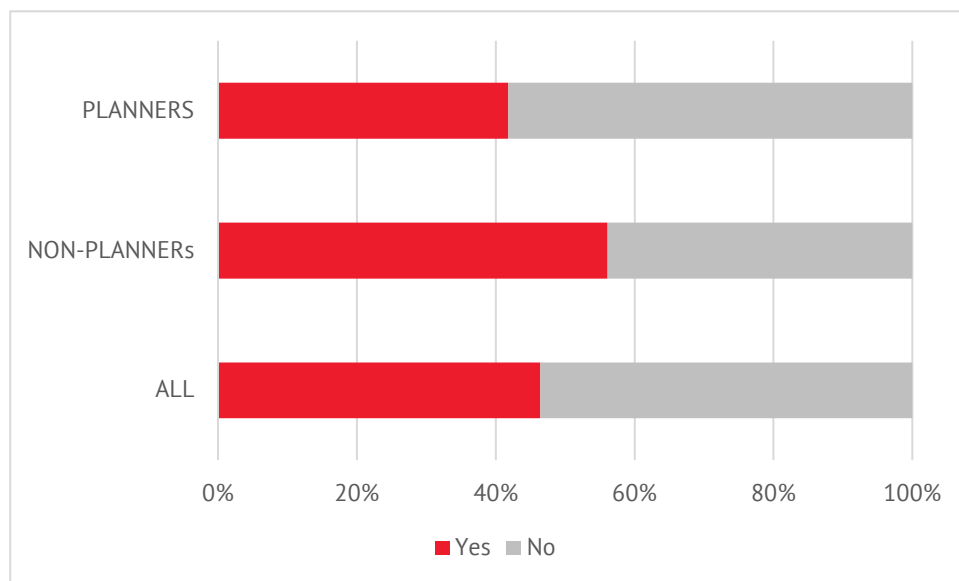
## KPIs and COVID-19

**Do you feel the COVID-19 pandemic is being taken into account in relation to KPIs and workloads?**



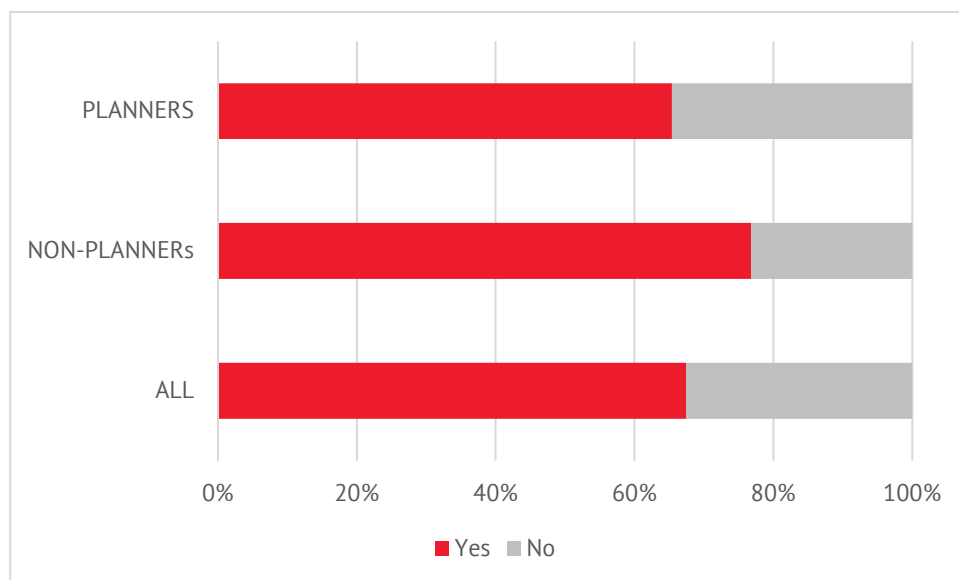
	PLANNERS (%)	NON-PLANNERS (%)	ALL DATA (%)
Yes	23.0	48.1	28.6
No	77.0	51.9	71.4

## If impacted by school closures, is flexibility available in relation to your KPIs?



	PLANNERS (%)	NON-PLANNERS (%)	ALL DATA (%)
Yes	41.8	56.1	46.4
No	58.2	43.9	53.6

## Do you feel supported by the NDIA during this pandemic?



	PLANNERS (%)	NON-PLANNERS (%)	ALL DATA (%)
Yes	65.4	76.8	67.4
No	34.6	23.2	32.6

## Terms of Engagement - PAYG - Australia

This Agreement is made between Hays Specialist Recruitment (Australia) Pty Limited (**Hays**) and (**you**).

### 1. Definitions

**Assignment** means the period during which you are required by Hays (and which you accept) to perform Services for a Client.

**Assignment Letter** means the letter provided to you by Hays, which presents the details of an Assignment.

**Client** means the person or organisation for which Hays has agreed to provide temporary workers to perform Services.

**Services** means the work you are required to perform for the Client during an Assignment.

### 2. The engagement

- 2.1. Hays will offer you Assignments as a temporary casual worker to perform the duties on those Assignments, as advised by your consultant, for any Client of Hays on an as required basis.
- 2.2. The terms of this Agreement apply to any Assignment which you are offered by Hays and which you accept.
- 2.3. Each Assignment constitutes a separate and distinct engagement with Hays. Each Assignment is not to be regarded as continuous with any previous Assignment you have performed for any Client of Hays.
- 2.4. This Agreement can only be varied in writing signed by you and by an authorised representative of Hays.

### 3. Casual nature of Assignments

- 3.1. You acknowledge and agree that:
  - 3.1.1. The nature of your engagement as a temporary casual worker means that there may be periods when no suitable work is available for you;
  - 3.1.2. Hays is under no obligation to offer you any Assignments and you are under no obligation to accept Assignments offered to you by Hays; and
  - 3.1.3. Hays has no liability to you for any payment of wages, salary, leave entitlements or otherwise, should Hays not offer you any Assignment or for periods where you are not performing any Assignment.
- 3.2. Hays does not guarantee the duration or length of any Assignment offered to you. While Hays may indicate the length of an Assignment in good faith, the Client may vary the length of or end any Assignment at its absolute discretion.
- 3.3. You agree that if the Client varies the length of an Assignment or ends an Assignment as outlined in 3.2, Hays may, at its discretion, terminate your engagement.
- 3.4. The period of any Assignment performed by you may only be extended if Hays has given its prior approval. You must notify Hays if the Client wishes to extend an Assignment performed by you, or if the Client offers you a further Assignment.
- 3.5. You agree to notify Hays if the Client offers you a permanent position, contract or any further Assignment within 12 months of the completion of any Assignment with the Client.
- 3.6. You agree to notify Hays if while on Assignment, a Client requests or requires you to work overtime or outside ordinary hours.
- 3.7. When performing Assignments for Clients of Hays, you understand and agree that you are engaged and paid on a casual basis. Casual work is irregular and uncertain, and may vary from day to day and week to week.
- 3.8. Any modern award that may be applicable to your work as a temporary casual worker for Hays does not form part of this Agreement with Hays.
- 3.9. You understand that any dispute or grievance arising out of this Agreement will be discussed in the first instance between you and the Hays consultant responsible for the Assignment. If the

matter is not resolved within a reasonable time, a manager will attempt to resolve the dispute. If the dispute is still not resolved, then a senior member of the Hays management team will attempt to resolve the dispute.

#### **4. Rate of pay**

- 4.1. As a casual, you are generally paid an hourly rate for each hour you work. Your hourly rate includes a casual loading, which compensates you for the benefits of permanent employment that you are not entitled to as a casual, including annual leave, personal/carers leave, paid compassionate leave, community service leave, notice of termination pay, redundancy benefits and pay for public holidays not worked. You understand and agree that you are not entitled to any separate or additional payment for these entitlements. The casual loading is also to compensate you for the uncertainty of casual work.
- 4.2. As a casual, you acknowledge that you would not have been entitled to a casual loading if you were not a casual employee. If a finding is made that you are / were a permanent employee for any period of employment, you agree that Hays may set off the casual loading paid to you for that period against any amounts payable to you by reason of your permanent employment status for that period.
- 4.3. Your hourly rate of pay when performing an Assignment will be as advised to you by your consultant. You will be advised of the rate of pay prior to, or at the time of, accepting any Assignment.
- 4.4. During any Assignment, Hays will pay you weekly in arrears the rate advised to you for each hour worked, less all applicable taxes required by law. You agree that Hays has no liability or responsibility to you apart from making this payment.
- 4.5. You understand and agree that where Hays pays you above the minimum pay rates in an applicable modern award, the monetary obligations imposed on Hays under that modern award may be absorbed into those over-award payments. You understand and agree that, except as specifically provided for in this Agreement or in an Assignment Letter, the remuneration you receive each weekly period (upon submission and approval of a timesheet) and/or over the duration of an Assignment that is greater than an entitlement you would otherwise have under any modern award or law, satisfies and may be offset against that entitlement. This includes, but is not limited to, entitlements in relation to wages, shift penalties, overtime payments, weekend and public holiday penalties, other penalty payments, rates and/or loadings, and travel and any other allowances.
- 4.6. You must not discuss your hourly rate of pay with your work colleagues at any Client.
- 4.7. You must seek approval from the Client before any expenses are incurred by you in connection with an Assignment and such expenses will only be reimbursed to you by Hays if the expenses are reasonable, they have been authorised in writing by the Client and you provide a receipt to support your claim for every expense.
- 4.8. Hays will make superannuation contributions on your behalf in accordance with any legislative obligations to an approved superannuation fund as advised to you by your consultant or as chosen by you.
- 4.9. Occasionally over or under payments may occur due to administrative problems or errors in interpreting timesheets, or through the application of incorrect details regarding the terms and conditions for particular Assignments. You agree that such errors will be rectified through a positive or negative adjustment, as appropriate, of the specified amounts of the over or under payments, usually in the next week's pay run. Hays reserves the right to reclaim any amounts overpaid to you in error. You agree that any overpayments are immediately repayable by you to Hays as a debt. You agree that overpayments will be deducted from any monies owed to you by Hays, in the next week's pay run or upon the end of an Assignment or termination of your engagement, as applicable. If no such monies are owing to you, you agree to repay the amount immediately to Hays, unless alternative repayment terms have been agreed with Hays.

## **5. Your obligations**

- 5.1. You are not obliged to accept any Assignment offered to you by Hays. However, on acceptance, you must comply with the reasonable directions of Hays and the Client in respect of that Assignment.
- 5.2. You undertake:
  - 5.2.1. That you have the right to work in Australia and are entitled to work in the position or role required by any Assignment you accept, and that you will notify Hays immediately if your right to work status changes;
  - 5.2.2. To perform all duties required by an Assignment with due care and skill, properly and carefully, in a professional and businesslike manner and to the best of your ability at all times;
  - 5.2.3. To perform all duties required by an Assignment in accordance with all laws and good industry practice;
  - 5.2.4. That you will confirm with Hays prior to accepting any Assignment that you possess the necessary skills, expertise, qualifications, tickets, licences and/or certificates and have undertaken any required training so that you are work ready to perform all duties safely and promptly. If you require any additional training and/or qualifications, tickets, licences or certificates to perform your duties, you undertake to complete or obtain them at your own expense and in your own time prior to an Assignment commencing;
  - 5.2.5. To provide Hays with evidence, on request, that you have obtained any qualifications, tickets, licences and/or certificates and have undertaken any training required to be eligible to undertake an Assignment;
  - 5.2.6. To use your best endeavours to promote and protect the interests of Hays and the Client;
  - 5.2.7. To co-operate with the Client's staff, as well as other temporary workers, and accept the direct supervision and instruction of any responsible person in the Client's organisation;
  - 5.2.8. To observe any policies, procedures, rules and regulations of the Client's organisation to which your attention has been drawn or which you could reasonably be expected to be aware of. However, any policies and procedures of the Client or of Hays are not incorporated into this Agreement;
  - 5.2.9. To comply with any health and safety policies of the Client and to take all reasonable steps to safeguard your own safety and the safety of any other person who may be affected by your actions while you are performing the Services;
  - 5.2.10. To complete the Hays Health and Safety on-line induction training prior to commencing work on behalf of Hays to verify your understanding of your health and safety rights and obligations;
  - 5.2.11. To notify your supervisor at the Client, or if unavailable, any responsible person in the Client's organisation, and Hays, if the tasks you are performing or work conditions have changed, or should you identify any apparent or possible hazard which could be detrimental to your health and safety or the health and safety of others in your workplace;
  - 5.2.12. To attend a site-specific health and safety induction and any necessary work-specific induction conducted by the Client, and notify your consultant should this induction not be carried out by the Client upon commencement of the Assignment;
  - 5.2.13. To participate, if required, in the Hays Rehabilitation and Injury Management program for your speedy return to work following any work-related injury, illness or disability;
  - 5.2.14. Not to engage in any inappropriate conduct or conduct detrimental to the interests of the Client or of Hays;
  - 5.2.15. To sign all documents as reasonably required by the Client;
  - 5.2.16. Not to offer your own services or the services of any third party to the Client without giving Hays the opportunity to represent you; and
  - 5.2.17. To indemnify Hays and keep Hays indemnified from all costs, liability, damages, or expenses resulting from your negligence, misconduct or otherwise, including (without

limitation) your failure to comply with any term of this Agreement while you are on an Assignment.

- 5.3. If you are unable for any reason to work on an Assignment, you must inform the Client and Hays prior to your agreed start time for the Assignment on the first day of your absence.
- 5.4. If you use your personal car on the business of Hays or the Client, or to and from work, you must have your own insurance, or accept all insurance liabilities as your own. You understand that Hays or the Client does not insure your motor vehicle for any purpose.
- 5.5. If you provide your own personal protective clothing, equipment, tools or any other property or belongings (**Property**) for any Assignment, you understand and accept sole responsibility for the safety and security of the Property. You understand that Hays or the Client does not insure the Property for any purpose. You understand that Hays or the Client will not be liable for the Property under any circumstances.
- 5.6. If, during any Assignment, you are provided by the Client with a uniform and/or equipment or entrusted with cash, cheques or other valuables, you agree to return the uniform and/or equipment undamaged and account for any cash, cheques or other valuables upon demand by the Client or upon completion of the Assignment. You agree that the value of any unreturned uniform, equipment or other property may be deducted from your wages.
- 5.7. You must attend work, and at all times perform work, free from the effects of alcohol and any illegal drugs and, must not have alcohol and/or illegal drugs in your possession while at work (alcohol may be permitted at some work social events as directed by Hays and/or the Client). You may take prescription or pharmacy drugs at work for legitimate medical reasons. However, if these drugs are likely to affect your performance or behaviour while at work, you must notify your supervisor at the Client, or if they are unavailable, any responsible person in the Client's organisation. Complying with these workplace requirements in relation to drugs and alcohol is especially important when workplace safety is at risk, such as when driving, working at heights, operating heavy machinery or working in other hazardous environments. These requirements are subject to any policies or procedures of the Client, which do not form part of this Agreement.

## 6. Timesheets

- 6.1. At the end of each week, or each Assignment (if the Assignment is less than one week), you must submit a timesheet to Hays, signed by you and by an authorised representative of the Client confirming the number of hours worked by you for the Assignment. If the Client is using Hays' online timesheet facility, timesheets should be submitted and authorised by 6.00pm AEST on Friday to ensure that payment is made by the end of the following week. Where paper timesheets are used, these must be faxed to 02 9236 4101 by 6.00pm AEST on Friday to ensure that payment is made by the end of the following week. Hays will not make any payment to you unless a timesheet authorised by a nominated representative of the Client has been received by Hays. It is important that you do not submit timesheets for two weeks at the same time as this may lead to you having a tax liability at the end of the financial year.

## 7. End or cancellation of Assignment

- 7.1. Hays may without notice except as required by law, without reason, and without liability (except for remuneration for hours already worked on the Assignment and notice required by law) instruct you to cease working on an Assignment at any time during the Assignment, including (without limitation) for breach of any term of this Agreement.
- 7.2. You agree you will not make any claim against Hays or the Client if you are not required to complete an Assignment, except in respect of remuneration for hours already worked on the Assignment.
- 7.3. If you are unable to complete any Assignment which you have accepted or commenced, you agree to give Hays reasonable notice of your inability to fulfil the Assignment. You agree you will work during the notice period unless otherwise advised by Hays.



**8. Confidentiality**

- 8.1. You must not, at any time, disclose to any person, or use for your own or any other person's benefit, any information in relation to the employees, contractors, business affairs, transactions or finances of Hays or its Clients (which information is not available in the public domain).
- 8.2. At the conclusion of, or at any time during, an Assignment, for whatever reason, you must, if required by the Client or Hays, deliver to the Client or Hays (as appropriate) all books, documents, materials, equipment and other property (including copies) belonging to or relating to the business of the Client or Hays (as appropriate) which is in your possession or under your control.
- 8.3. You must, if required by a Client, sign any confidentiality undertakings required by the Client.

**9. Intellectual property**

- 9.1. You agree that all intellectual property rights created or developed by you during the Assignment will vest exclusively in and become the sole property of the Client (including all such future rights) and you agree to do all things reasonably requested (including signing documentation as required by the Client) to assign and secure such rights for the Client. You also consent to all and any acts or omissions which might otherwise infringe your moral rights.

**10. Governing law**

- 10.1. This Agreement is governed by the laws of the state or territory of Australia in which you are engaged by Hays.

**11. Entire Agreement**

- 11.1. This Agreement, which includes the Assignment Letter, contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties. The exception to this is any representation to you, orally or in writing that you have been offered an Assignment or have commenced in an Assignment subject to the completion of background checks to the satisfaction of the Client, including but not limited to reference checks and a criminal record check.
- 11.2. In the event of any inconsistency between this Agreement and the Assignment Letter, the terms of this Agreement will prevail.

**On behalf of Hays Specialist Recruitment (Australia) Pty Limited**

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

I agree that I have read, understood and accept the Agreement with Hays as set out above. I understand that I must comply with these terms. I understand that if I contravene any part of the drug and alcohol terms, I may be subject to instant dismissal and removal from site.

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## Superannuation Information Sheet

### Superannuation

While on assignment through Hays Specialist Recruitment (Australia) Pty Limited (Hays), where you are eligible for compulsory superannuation guarantee contributions under the applicable legislation, Hays will pay the minimum level of superannuation guarantee contributions in accordance with applicable legislative requirements into a complying superannuation fund.

#### Persons who are eligible include:

- Workers who have ordinary time earnings of \$450 (before tax) or more in a calendar month from Hays
- Workers under 18 years of age who work more than 30 hours in a week

#### Persons who are not eligible include:

- Workers who have ordinary time earnings of less than \$450 (before tax) in a calendar month from Hays
- Workers under 18 years of age who work 30 hours or less in a week
- Non-resident workers who are paid solely for work performed outside Australia

The superannuation guarantee contributions do not replace occupational superannuation. However, both requirements are met by contributing the higher percentage into a complying superannuation fund.

### About the Fund

#### For Construction and Property workers

Hays places all required contributions into the **Cbus Fund** (the Fund manager).

The Fund administrator is:

Cbus Industry Super  
Locked Bag 999  
Melbourne Vic 3053

Cbus Industry Super  
Locked Bag 20  
Grosvenor Place  
Sydney NSW 1216

Phone 1300 361 784  
Fax 1300 361 797

Cbus Industry Super  
PO Box 329  
Spring Hill Qld 4004

Cbus Industry Super  
PO Box 828  
West Perth WA 6872

#### For all other workers

Hays places all required contributions into **Sunsuper**.

The Fund Administrator is:

Sunsuper  
GPO Box 2924  
Brisbane QLD 4001

# **HAYS** Recruiting experts worldwide

Upon joining the applicable Fund a 'Welcome Statement' is issued to each new member. In addition, an Annual Statement in relation to the last tax year (finished on 30 June) will be sent directly from the Fund to you in approximately August/September. This statement will include details of the benefit accrued and a report from the Trustees.

If you change address you must notify the Fund in writing of your new address for all future correspondence.

When you anticipate that you will no longer be engaged through Hays, you must notify us in writing. We will then notify the Fund and they will contact you directly, advising actions to be taken. Should you require further information about the Fund, please contact the Fund Administrators.

Alternatively, you may nominate your own complying Fund by completing the Superannuation Standard Choice form provided to you by your consultant. Copies can also be obtained from the Australian Taxation Office's website [www.ato.gov.au](http://www.ato.gov.au).



**AGREEMENT BETWEEN  
SOS RECRUITMENT  
AND**

I confirm that I have read, understood, and accept the terms within this Agreement set out on the following pages of this document.

I do not want any further explanation of the nature and effect of the Agreement.

I understand that this Agreement survives the termination or expiry of my assignments through SOS Recruitment.

\_\_\_\_\_  
(Name)

\_\_\_\_\_/\_\_\_\_\_/2019  
(Signature & Date)



## **TERMS AND CONDITIONS OF TEMPORARY WORK FOR SOS RECRUITMENT CASUAL LABOUR HIRE EMPLOYEES**

Please sign and date this Agreement (on the preceding page) and return to SOS Recruitment.

If you are a new employee please also sign, date, and return to SOS Recruitment the ATO Tax File Number Declaration Form, Choice of Superannuation fund form, Bank Details form and your Emergency Contact Notification Information.

Please return the signed paperwork PRIOR to commencement of work. SOS Recruitment will not be able to process payment until all the signed forms are returned.

Failure to return the Agreement may result in termination of your employment.

### **Definitions and Interpretation**

<b>Agreement</b>	means this Agreement
<b>We/us/our</b>	means SOS Recruitment
<b>You/your</b>	means the temporary casual labour hire employee who has the skills, experience and expertise to carry out the duties of each Assignment you have accepted
<b>Client</b>	means SOS Recruitments' client as set out in the 'covering letter' above with whom we have an agreement to engage a casual labour hire employee
<b>Assignment</b>	means the temporary role to be performed by you on behalf of SOS Recruitment for our client

### **General Matters**

1. I understand that I will be paid as a casual on-hire employee under the Clerks - Private Sector Award 2010 ('the Award') whether I am working in Government sector or the private sector.
2. If the position is in the Government sector (Commonwealth, State/Territory) I understand that SOS Recruitment may use that Department's Enterprise Agreement pay structure to calculate my casual hourly rate but is not legally bound to do so because my salary, terms and conditions of employment fall under the Award.



3. I understand that I will be a casual employee (within the meaning of the Award and the Fair Work Act 2009 ('the Act') of SOS Recruitment throughout the course of all temporary assignments.
4. I understand that any amount paid to me by SOS Recruitment under this Agreement can be used by SOS Recruitment to offset, absorb and be credited against all and any wages or monetary entitlement (however described) that I am entitled to under the Award, the National Employment Standards under the Act, or any enterprise agreement that exists in the future.
5. I understand that the casual loading of 25% is compensation for ALL permanent employee entitlements under the National Employment Standards/the Award including:
  - Annual leave
  - Sick/personal leave
  - Notice of termination
  - Redundancy pay
  - Public holidays not worked
  - All other payments/allowances accorded to permanent employees
6. I have no expectation of continuing employment with SOS Recruitment on a regular and systematic basis.
7. I understand that I will not be an employee of SOS Recruitment outside of any temporary assignment.
8. SOS Recruitment is under no obligation to offer me temporary assignments.
9. I understand that during my temporary assignments I am under the daily direct supervision of SOS Recruitment's client(s) who will define the duties and work arrangements. If I have any concerns I will contact SOS Recruitment.
10. I agree to perform each assignment in a competent and professional manner.
11. I agree to notify SOS Recruitment immediately if I am unable to undertake an assignment in a competent or professional manner.
12. I agree not to offer personal views/opinions unless requested. If requested to offer personal views/opinions, I will ensure that these are free of discrimination or personal attacks.
13. If I am requested by my manager to use a vehicle, handle cheques, cash, valuables, documentation or equipment, whether on or off the client's premises, I will obtain confirmation from SOS Recruitment that appropriate insurance arrangements have been made which cover me and SOS Recruitment against liability to any third party. If I fail to advise SOS Recruitment I may be personally responsible for any damage, fine or loss incurred or suffered.
14. If I incur any parking, towing or traffic fees or fines in respect of any vehicle used by me while working on an assignment I will be personally responsible for such fines or fees.
15. I understand that SOS Recruitment has no control over the duration of any assignment. I accept that SOS Recruitment may indicate the possible length of an assignment with a client in good faith, but that the client may vary the length of the assignment, or require SOS Recruitment to terminate the assignment, at their absolute discretion and without notice.





Without limiting the above:

- If the client tells SOS Recruitment that it does not want you to perform work for its benefit anymore in relation to an assignment after a particular date:
  - (a) SOS Recruitment will tell you that this is what the client has told SOS Recruitment (including what the particular date is)
  - (b) Your employment with SOS Recruitment will terminate by operation of contract on that particular date
- If the client terminates its contract or other arrangement with SOS Recruitment under which your labour is hired by us to the client in relation to an assignment:
  - (a) SOS Recruitment will tell you the date when the termination of that contract of arrangement takes effect
  - (b) Your employment with SOS Recruitment will terminate by operation of contract on that date

16. To avoid any doubt whatsoever:

- (a) Your employment ending in either of the above two situations is not a dismissal or otherwise a termination of your employment at the initiative of SOS Recruitment
- (b) In the case of the first situation, SOS Recruitment
  - (i) Is not obliged to give you the reason why the client did not want you to perform work for its benefit any more, or
  - (ii) If the client did not give a reason, is not obliged to find out what the reason was.

- 17. If I am not satisfied with a temporary assignment, I will call SOS Recruitment immediately to discuss the placement.
- 18. I will not leave the assignment without contacting SOS Recruitment in advance to discuss possible options.
- 19. I will make every effort to see all assignments through to completion.
- 20. I understand that my hourly rate of pay is confidential and I agree not to disclose or discuss the hourly rate of pay with any other SOS Recruitment employee.
- 21. I agree to return all property issued to me by an SOS Recruitment client PRIOR to finishing an assignment. This may include security passes, keys, uniforms, etc.
- 22. I will notify SOS Recruitment immediately with new address details, even if I am no longer working for SOS Recruitment, as this information is required for the forwarding of Payment Summaries (Group Certificates).



### **Casual Loading Understanding**

The casual loading (as outlined above) is paid to you on the clear understanding between you and SOS Recruitment, that, as stated above, you are and at all times will be a casual employee (within the meaning of the Award and the Act) whilst employed by SOS Recruitment. If at any time SOS Recruitment is required to make a payment to you in relation to being paid annual leave or paid personal leave by any court, tribunal or commission or in order to satisfy a requirement of the Fair Work Ombudsman, you must pay SOS Recruitment the total amount of the casual loading that SOS Recruitment, paid to you for the period to which you are entitled to be paid annual leave or paid personal leave on the basis that the casual loading paid during that period was paid by SOS Recruitment, to you by mistake and that it would unjustly enrich you to retain the amount of the casual loading.

### **Right to request casual conversion (Clause 12.5 from the Clerks – Private Sector Award 2010)**

- (a)** A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b)** A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c)** A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d)** A regular casual employee who has worked less than equivalent full time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e)** Any request under this subclause must be in writing and provided to the employer.
- (f)** Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g)** Reasonable grounds for refusal include that:
  - (i)** It would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in clause [12.5\(b\)](#);
  - (ii)** It is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - (iii)** It is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - (iv)** It is known or reasonably foreseeable that there will be a significant change in





the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.

**(h)** For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

**(i)** Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employers' refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause [9](#). Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

**(j)** Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:

**(i)** the form of employment to which the employee will convert – that is, full-time or part-time employment; and

**(ii)** if it is agreed that the employee will become a part-time employee, the matters referred to in clause [11.3](#)

**(k)** The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

**(l)** Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.

**(m)** A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

**(n)** Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.

**(o)** Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

**(p)** An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.

**(q)** A casual employees' right to request to convert is not affected if the employer fails to comply with the notice requirements in clause [12.5\(p\)](#).



23. I understand that, given that I am a labour hire employee, even if, at any time, I were to come under the definition of 'regular casual employee' in that clause, in relation to my employment with SOS Recruitment and were to make a request under that clause, it is likely that SOS Recruitment would have reasonable grounds to refuse the request based on (g) above as it is known or reasonably foreseeable that your position will cease to exist within the next 12 months.

### **Confidentiality/Privacy Declaration**

24. I agree that I will:

- As required by the Australian Privacy Principles, protect confidential/private information that I obtain in the course of all of my placements with SOS Recruitment.
- Organise my office or work area in such a way as to ensure that confidential information is kept secure.
- Be careful in conversations with friends, family, opponents and colleagues never to divulge any information about my work as I may not be aware whether it is of a confidential/private nature.
- Not disclose to anyone any information about SOS Recruitment or their clients in relation to revenue, profitability, productivity, performance bonuses, pay rates, client's trends as this information is commercially sensitive.

25. I acknowledge that any unauthorised or intentional access, destruction, alteration, addition or impediment to access or usefulness of personal/confidential information stored in any computer in the course of performance of my duties may be an offence under Part VIA of the *Crime Act 1914* for which there are a range of penalties, including a maximum of ten years imprisonment.

26. I understand that if I do not abide by the confidentiality declaration, SOS Recruitment, or its clients, may take legal action under the Crimes Act 1914.

### **Intellectual Property**

27. I agree that intellectual property in all material produced by me whilst on assignment with SOS Recruitment rests with SOS Recruitment clients. Intellectual Property includes ideas, designs, advices, reports and seminar papers, training or other educational programs, precedents and glossaries, and copyright subsisting in works, documents or other items that you conceive, create, develop or make during your employment with SOS Recruitment (and placement with the relevant SOS Recruitment client) that is relevant to SOS Recruitment clients' business.

### **Protection of Personal Information**

28. 'Personal information' means information, or an opinion, (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained from the information or opinion.



- 29. I agree to take all reasonable measures to ensure that personal information is protected against loss, and against unauthorised use, modification, disclosure or other misuse and that only authorised personnel have access to the personal information.
- 30. I agree to comply with the Information Privacy Principles contained in the Privacy Act 1988 and not to disclose any personal information to anyone (including family and friends) about another person.

### **Conflict of Interest**

The integrity of all employees is central to the maintenance of our client's confidence in us. All employees must therefore observe the principles of fairness and impartiality in all dealings and avoid situations that might compromise their integrity or otherwise lead to conflicts of interest.

I agree that:

- 31. I am not aware of any conflict of interest, existing or potential, which affects or may affect either the performance of services by me during any of my placements.
- 32. If I become aware of any conflict of interest, I agree to notify SOS Recruitment immediately in writing, make full disclosure of all relevant information, and to take the necessary steps to resolve the conflict.
- 33. If I am unable or willing to resolve or deal with the conflict, SOS Recruitment can terminate my placement immediately.
- 34. I will immediately advise SOS Recruitment of any work I am engaged to do for any other person that is a competitor of the client.
- 35. I will not directly or indirectly, receive or accept for my own benefit or benefit of any person or entity, any gratuity, payment of any kind.
- 36. Where any actual or potential conflict of interest arises with the full, effective, and impartial discharge of my duties, I will inform SOS Recruitment immediately. Management will then determine the nature and degree of the conflict as it relates to their duties, and decide upon the best course of action to resolve it.

### **Security Clearances**

- 37. I understand that some SOS Recruitment clients may require a security clearance to be undertaken.
- 38. I understand that SOS Recruitment may not have been made aware of this provision by their client at the time of the client placing the job order.
- 39. If I am not prepared to undergo a security clearance, I will notify SOS Recruitment immediately and voluntarily leave the assignment.
- 40. I am aware that some government agencies may require alcohol and drug testing. I will notify SOS Recruitment immediately if I am not prepared to undergo the testing.
- 41. I understand, and accept, that if I agree to have a security check alcohol and drug test undertaken, and that if the check or the result of the alcohol/drug test is unsatisfactory (either to the SOS Recruitment client or to SOS Recruitment), my assignment will be terminated immediately.



### **Conduct on SOS Recruitment and Our Clients' Premises**

- 42. I agree, when using SOS Recruitment or its clients' premises or facilities, to comply with all directions and procedures relating to policies as outlined in this Agreement.
- 43. I shall not bring family, friends or any other person to my workplace without the prior approval of my manager.

### **Work Hours**

- 44. I understand that my work hours are generally Monday to Friday and can range between 7.00am and 7.00pm.
- 45. Exact work hours are to be agreed between my manager and myself.
- 46. Lunch hour is to be taken between 12.00pm and 2.00pm. It must be at least 30 minutes and no longer than 60 minutes (unless you have obtained prior approval from your manager). It is suggested that you try to have the break at the same time each day so that the manager can plan the workload. Please seek your managers' opinion/approval on your first day and if it changes advise them accordingly.
- 47. My ordinary hours of work will not exceed 38 per week without my managers' prior approval.

### **Breaks**

- 48. I understand that I am allowed to have two 10 minute rest intervals to be counted as time worked on each day that I am required to work NOT less than eight ordinary hours. Each rest interval is to be taken at a suitable time to my manager taking into account operational needs. If suitable to my manager, the first rest interval should be taken between the time of commencing work and the usual meal interval and the second rest should be taken between the usual meal and the time of ceasing work for the day.
- 49. I understand that I am allowed one 10 minute rest interval to be counted as time worked on each day that that I am required to work more than three but less than eight ordinary hours. The rest interval is to be taken at a time suitable to my manager taking into account operational needs. If I work more than four hours overtime on a Saturday morning I am allowed a rest interval of 10 minutes without loss of pay between the time of commencing work and finishing work.

### **Timesheets**

- 50. I will record my work hours (arrival/departure times) on the SOS Recruitment timesheet on a daily basis honestly and accurately.
- 51. I understand that if I deliberately falsify my timesheet, this is serious misconduct and my assignment will be terminated immediately.
- 52. I will ensure that the timesheet is received by email in SOS Recruitment Offices no later than Monday 11.00am following the week I have worked. Even though timesheets are not required until Monday it may be beneficial to have your manager approve your timesheet prior to your departure on Friday.



- 53. I accept that if SOS Recruitment does not receive the timesheet by that time that payment will be held over to the following week, as SOS Recruitment cannot delay processing of pays.
- 54. I will email the completed timesheet to my manager for authorisation, keep a copy for myself and email a copy to SOS Recruitment.

### **Payment**

- 55. I will be paid weekly on the basis of the timesheet authorised by my manager.
- 56. I understand that I will NOT receive payment for work until SOS Recruitment has received a duly authorised timesheet that has been signed by me and approved by my manager.
- 57. I understand that it is my responsibility to ensure that SOS Recruitment has received my duly authorised timesheet.
- 58. Payment to me will be made by Electronic Funds Transfer to the bank account nominated by me by midnight, Thursday following the week I have worked.
- 59. I understand that future payments may be adjusted if actual working hours or other details are different from the information provided on the authorised timesheet. I agree that SOS Recruitment can deduct any overpayments from future payments to me.
- 60. If I have any time off work due to sick leave, public holidays, personal leave or any other absences, I will NOT be paid for this time as I am employed on a casual basis (my salary incorporates a 25% loading in lieu of these entitlements).
- 61. I understand that SOS Recruitment will email the Pay Slip Advice on a weekly basis for the previous week worked. (Please keep the pay slips safe as SOS Recruitment is NOT able to re-print pay slips)

### **Absences from Work**

- 62. I agree to notify SOS Recruitment and their client as soon as practicable, but no later than normal start time on any day, if I am unable to attend work during any period of an assignment.

### **Superannuation**

- 63. I understand that SOS Recruitment will contribute 9.5% of my gross monthly earnings (ordinary time earnings which do not include any overtime or allowances) on a quarterly basis. These contribution arrangements also apply to 'salary sacrificing.'
- 64. Should you wish your contributions to be made to a fund other than Sunsuper (the default superannuation fund of SOS Recruitment), please fill out Part B on the 'Choice of Superannuation Fund' form at the end of this kit. If the form is not completed fully (including providing attachments under point 3) superannuation payments will be made to Sunsuper.
- 65. Please note that the PSSAP (Public Sector Superannuation Accumulation Plan) will accept contributions from SOS Recruitment.
- 66. I understand that I am able to arrange a further 'salary sacrifice'. If I decide to do so, I will contact SOS Recruitment to make the arrangements by completing the necessary forms.



### **Workers Compensation**

67. If an injury occurs at work, I will notify SOS Recruitment immediately after the injury has happened and before I have voluntarily left work. I will give the notice in writing. I will forward medical evidence if required.

### **Taxation**

68. I understand that as an employee of SOS Recruitment, SOS Recruitment is required to deduct tax from my gross weekly earnings in line with the details on the ATO Tax File Number Declaration Form.

69. I understand that I will not be paid until the completed Form is returned to SOS Recruitment.

### **Work Health and Safety**

70. I agree to:

- Comply with all WHS policies/regulations as set by SOS Recruitment and their clients.
- Obey all reasonable orders such as taking regular breaks of a few minutes every half an hour when performing repetitive tasks, for example data entry, word processing etc.
- Report any workplace injuries, incidents, hazards or other health and safety concerns to SOS Recruitment and its client.
- Attend and participate in any WHS training sessions provided by the client.
- Ensure my own safety and that of my work colleagues in the workplace.
- Take at least a 30-minute break after every 5 hours of work.
- Advise SOS Recruitment immediately if my capacity, either physical or psychological, to work safely and without risk to my health or others, including but not limited to any injury illness or medication I am taking (prescribed or otherwise).
- Notify SOS Recruitment immediately if I am asked to perform unsafe tasks or tasks I am unable to undertake for whatever reason.
- Wear and use any safety and protective equipment of clothing as required.
- Notify SOS Recruitment if I am asked to perform duties outside my general clerical duties such as lifting.
- Not commence any such duties without obtaining authority in advance from SOS Recruitment.
- Not, under any circumstances, attend work having consumed alcohol or drugs or consume any alcohol or drugs while at work unless the drugs are prescribed by a doctor and then only on the basis that I am certified fit for work.
- Attend drug and alcohol testing or another medical examination (as directed by SOS Recruitment or their client) to establish that I am fit for work.

### **Observance of Policies and Procedures**





I confirm that I have read, understood, accept and will comply with the following internal policies of SOS Recruitment and those of their Client which apply to each Assignment as varied and amended from time to time.

Where there is any inconsistency between our internal policies and procedures and those of our Client, our policies and procedures shall override those of the Client to the extent of the inconsistency, unless otherwise agreed.

I understand that the SOS Recruitment policies, and any policies of the Client, do not form a part of this Agreement and do not impose any binding or contractual obligations on SOS Recruitment.



### **SOS Recruitment Policies**

Code of Conduct

Social Media

Workplace Equity, Diversity, Inclusion, Discrimination and Harassment

I understand that if my Assignment is in the Australian Public Service or ACT Public Service, I am also required to comply with these policies which can be found at:

**Australian Public Service – [www.apsc.gov.au](http://www.apsc.gov.au)**

APS Values – Section 10, Public Service Act 1999

APS Employment Principles – Section 10A, Public Service Act 1999

APS Code of Conduct – Section 13, Public Service Act 1999

**ACT Public Service - [www.cmtedd.act.gov.au](http://www.cmtedd.act.gov.au)**

Code of Ethics - Section 9, Public Sector Management Act 1994

If you have any questions regarding our client's Policy, please contact your manager. Any questions in relation to any SOS Recruitment policies please contact the  
on 02 62608888.