

Issue Date: 2016



PARTIES

Principal Contractor: Conquest Personnel Pty Ltd
Level 1, 862 Nepean Highway
Hampton East Vic 3188

AND

Employee: The Employee named in the Signatories Clause of this Agreement

CONTENTS

This Agreement is set out in the following manner.

1. DEFINITIONS

Act	Means the Fair Work Act 2009, as applicable.
Agreement	Means this contract of employment.
Assignment/s	Means the project or the services to be performed for a Client of the Employer as identified in a SAC.
Client of the Employer	Means a Client of the Employer as defined under this agreement, with whom the Employer has an agreement to provide on-hired employees and to whom the Employee may be assigned to work from time to time.
Employee/s	Means Temporary Employee/s of the Employer covered by this agreement.
Principal Contractor	Means Conquest Personnel.
NES	Means National Employment Standards.
NMW	Means National Minimum Wage (For the purposes of the Fair Work Act's transitional provisions and only if required by law, the NMW may also mean the pay scales under the Australian Pay and Classification Scales) that applies to the employee's position.
Workplace Instrument	Means an award, modern award (and any individual flexibility arrangement made under a modern award), enterprise award, Notional Agreement Preserving a State Award (NAPSA), enterprise NAPSA, enterprise agreement (and any individual flexibility arrangement made under an enterprise agreement), registered industrial instrument, registered workplace agreement (including a collective agreement).
Workplace Law	Means an award, modern award (and any individual flexibility arrangement made under a modern award), enterprise notional agreement preserving a state award (Enterprise NAPSA), registered industrial instrument, registered workplace agreement, enterprise agreement (and any individual flexibility arrangement made under an enterprise agreement), rule, order or legislative requirement which, but for this Agreement, would govern your employment.
Parties	Means the Employer and Employee.
Regulations	Means the Fair Work Act 2009 (C'th) Regulations, as applicable.
SAC	Means Summary of Assignment Conditions.
You/your	Means the Employee.

2. DURATION AND SCOPE OF THE AGREEMENT

- 2.1 This Agreement shall commence when the Employee commences work for the Employer on assignment with a Client of the Employer. The Employee will be deemed to have accepted the terms of this Agreement, regardless of whether the Employee has signed it, if the Employee accepts an assignment with a Client of the Employer after having received a copy of this Agreement.
- 2.2 This Agreement shall apply to all work performed by the Employee on assignment with a Client of the Employer.
- 2.3 This Agreement and any SAC issued to the Employee from time to time in relation to an assignment with a Client of the Employer shall form the terms and conditions of the Employee's employment.
- 2.4 This Agreement shall be read in conjunction with any Workplace Instrument that applies to the employment of the Employee however they shall not form a part of or be read in to this Agreement in any way whatsoever. Where there is any inconsistency between this Agreement and any Workplace Law the Workplace Law shall apply to the extent of the inconsistency. For the avoidance of doubt, *Workplace Instrument* shall include any individual flexibility arrangement made in accordance with a modern award or enterprise agreement.
- 2.5 If the provisions of any Workplace Instrument apply to any employment entered into in accordance with this Agreement, then so far as is permissible at law, they are not to be implied or imported into this Agreement or any other contract of employment entered into in accordance with this Agreement, but apply to such employment separately and of their own force.
- 2.6 If the provisions of any Workplace Law requires the payment or grant to the Employee of any amount by or of wages, penalties, allowances, benefits, contributions, or any other entitlement whatsoever, whether financial or non-financial in nature, the same will, to the maximum extent permitted by law, be absorbed in and set off against the remuneration in this Agreement and the rates, entitlements and benefits set out in the job description and SAC that applies under this Agreement.

3. EMPLOYMENT STATUS AND ENGAGEMENT

3.1 The Employee is employed as a temporary employee, which means that:

- (a) The Employee is employed as a temporary employee.
- (b) The Employee receives a casual loading as specified in the SAC, in lieu of paid leave and other entitlements associated with permanent employment.
- (c) This Agreement governs the terms and conditions of employment for every assignment performed by the Employee for the Employer.
- (d) Termination of an assignment by the Employer does not of itself constitute termination of employment.
- (e) The Employer may direct where and how the Employee shall perform work on any particular assignment.
- (f) The Employer may change or terminate assignments of the Employee without reason and the Employee has no right to ongoing employment on any particular assignment.
- (g) There is no obligation upon the Employer to offer future or ongoing assignments to the Employee.
- (h) There is no obligation upon the Employer to offer the same or similar terms and conditions of assignment when commencing a new assignment, or a new assignment position within an existing assignment.
- (i) The Employer retains ultimate control of the Employee in relation to the performance of work on assignment or otherwise.
- (j) The Employee shall receive and comply with day-to-day instructions issued by authorised representatives of Clients of the Employer so as to facilitate the performance of the contract for services between the Employer and any Client of the Employer.
- (k) The employment relationship is and remains between the parties to this Agreement and no employment relationship exists or shall be created between the Employee and any Client of the Employer to whom the Employee may be assigned to perform work.
- (l) Any right, entitlement or benefit or privilege that accrues in respect of service will accrue in accordance with the relevant law that governs that service.

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

3.3 Any SAC provided to the Employee shall stand alone and shall not be imported or read into this Agreement in any way whatsoever.

4. TERMINATION OF EMPLOYMENT

4.1 Unless otherwise agreed in writing, the Employee may terminate the employment relationship by giving one hour's notice of his or her intention to terminate.

4.2 Unless otherwise agreed in writing, the Employer may terminate the Employee's employment by giving one hour's notice, or payment in lieu of notice.

4.3 Nothing in this Agreement shall affect the right of the Employer to dismiss an Employee without notice where the Employee is guilty of serious misconduct. For the purposes of this clause, serious misconduct includes:

- (a) Wilful, or deliberate, behaviour by an Employee that is inconsistent with the continuation of employment, including:
 - (i) Theft;
 - (ii) Fraud (including falsifying time records);
 - (iii) Assault;
 - (iv) Attendance at the workplace under the affects of prohibited drugs or alcohol;
 - (v) The Employee refusing to carry out the Employer's lawful and reasonable instruction; or
 - (vi) The Employee not complying with the policies and procedures of the Employer or Client of the Employer; or
- (b) Conduct that causes imminent, and serious, risk to:
 - (i) The health, or safety, of a person, including the Employee; or
 - (ii) The reputation, viability or profitability of the Employer's business.

4.4 Employees absent from work for a period of three consecutive days without the consent of the Employer and without notification to the Employer shall be deemed to have terminated their employment by abandonment.

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

5. HOURS OF WORK

5.1 Ordinary hours of work for Employees will not exceed 38 hours per week, on average over 26 weeks or as otherwise prescribed by any Workplace Law.

5.2 Additional hours of work are all hours worked outside ordinary hours. An Employer may require an Employee to work reasonable additional hours in accordance with the Act.

5.3 All additional hours shall be paid at the Employee's applicable ordinary hourly rate provided in clause 6 of this Agreement unless otherwise agreed in advance and in writing or as required by a Workplace Law applying to the Employer. Nothing in this Agreement imports the terms of a Workplace Instrument in to this Agreement.

6. REMUNERATION

6.1 When performing work on assignment for a Client of the Employer, the Employee shall receive an hourly rate of pay that is not less than the NMW.

6.2 The Employee shall be advised verbally and/or in writing of the applicable hourly rate of pay for the work being performed and this shall occur prior to the commencement of work on any particular assignment. Such hourly rate of pay shall be inclusive of any applicable casual loading.

6.3 The payment of a rate of pay on any particular assignment shall not provide the Employee with any right to continuing payment of such rate of pay on alternative assignments.

6.4 Unless otherwise agreed in writing by the Employer, or required by a Workplace Law, the rate of pay provided for in clause 6.1 of this Agreement shall be payable for all hours worked. Nothing in this agreement shall import the terms of any Workplace Instrument in to this Agreement.

6.5 If the Employee's employment is deemed or found to be other than on a casual basis, the Employer may set off against all amounts or entitlements owing to the Employee as a result of such deeming or finding, the difference between the amount(s) paid to the Employee based on the Employee's hourly rate together with any casual loading and the amount(s) that would have been payable to the Employee had the Employee been paid at the minimum hourly rate required by law.

7. SICK LEAVE, LEAVE AND OTHER ABSENCES

- 7.1 If the Employee is ill, or for any reason unable to be at the assignment at the start time, the Employee will use their best efforts to notify the Employer at least 2 hours before the start time.
- 7.2 If the Employee is absent due to illness for more than 24 hours the Employee will provide a medical certificate to Conquest Personnel.
- 7.3 If the Employee is seeking alternative employment they will arrange interview times outside working hours of the Assignment unless otherwise agreed with the Employer.
- 7.4 The Employee understands that their entitlements to annual leave, sick leave, long service leave, public holidays, bereavement leave, parental leave and other leave will be determined in accordance with any applicable award relevant legislation.

8. PUBLIC HOLIDAYS

- 8.1 The Employee is entitled to public holidays in accordance with the NES.
- 8.2 The Employee may be required to perform work on public holidays from time to time in accordance with the provisions of the Act. An employee is entitled to be absent from a public holiday provided the absence meets the requirements of section 114 of the Act.
- 8.3 The Employee is only entitled to payment for time actually worked on a public holiday.
- 8.4 All hours worked on a public holiday in clause 8.1 of this Agreement shall be paid at the Employee's applicable ordinary hourly rate provided in clause 6 of this Agreement unless otherwise agreed in advance and in writing or as required by a Workplace Instrument. Nothing in this Agreement imports the terms of a Workplace Instrument in to this Agreement.

9. SUPERANNUATION

The Employer will comply with its obligations under the appropriate legislation relating to the remittance of superannuation contributions. All such contributions will be remitted to the complying fund nominated by you, and of which you advise us, prior to signing the Agreement. If no such fund is nominated by you, then such contributions will be remitted into any complying fund nominated by us. The amount of all such superannuation contributions will form part of your remuneration.

10. READINESS FOR ASSIGNMENTS

The Employee authorises the Employer to complete, at the Employer's discretion, a criminal record or police check, qualification checks and/or any additional reference checks prior to considering whether to offer the Employee a new Assignment or Assignment position.

11. OCCUPATIONAL HEALTH AND SAFETY

- 11.1 The Employee must use his or her best endeavours to comply with the requirements of the relevant occupational health and safety legislation in the State or Territory in which the Employee is working. This includes obeying lawful instructions and complying with lawful rules, processes and procedures as amended from time to time of the Employer and Clients of the Employer.
- 11.2 The Employee must advise the Employer of any change in his or her capacity, physical or psychological, to work safely and without risk to health, including but not limited to any injury, illness or medication he or she is taking (prescribed or otherwise).
- 11.3 The Employee must notify the Employer if a Client of the Employer requests or directs the Employee to perform duties that are outside of the job or assignment description provided by the Employer. The Employee must not commence any such new duties prior to obtaining authority from a representative of the Employer.
- 11.4 The Employer may at their discretion, direct the Employee to complete a medical assessment prior to the commencement of a new assignment or in the course of an existing assignment where it is reasonably required to determine the capacity of the Employee to perform work on assignment safely and without risk to health.

12. OBSERVANCE OF POLICIES AND PROCEDURES

- 12.1 The Employee shall observe all policies and procedures as amended from time to time of the Employer and Clients of the Employer where such policies and procedures have been brought to the attention of the Employee (Policies are attached and form part of this contract and are also listed on the last page and signatory page of this contract). The Employee acknowledges that the policies take effect as directions given by the Employer and not as mutually enforceable obligations.
- 12.2 Where there is any inconsistency between policies and procedures of the Employer and those of Clients of the Employer, the Employer's policies and procedures shall override those of the Client of the Employer to the extent of the inconsistency, unless otherwise agreed or stated.

13. PAYMENT OF WAGES

- 13.1 The Employer shall electronically deposit the Employee's wages into a financial institution account nominated by the Employee. Wages shall be paid in arrears.
- 13.2 Wages shall be deposited on a weekly basis, unless the payment of such wages is delayed owing to circumstances beyond the control of the Employer. Circumstances beyond the control of the Employer may include but not be limited to the following:
 - (a) Electronic malfunction on behalf of the Employer or the Employees nominated financial institution; or
 - (b) Failure by the Employee to complete time sheets in accordance with instructions provide by the Employer or Clients of the Employer.

14. EMPLOYEE NOTIFICATION

- 14.1 The Employee will notify the Employer of any grievances in relation to an assignment or employment. The Employee shall not raise such grievance with a Client of the Employer unless authorised by the Employer, or where it relates to threats to health and safety of the Employee.
- 14.2 The Employee must notify the Employer as soon as reasonably possible of any offer of employment made to the Employee by the Client of the Employer or any approach to the Employee by the Client of the Employer to discuss potential employment with the Client.
- 14.3 The Employee must notify an appointed representative of the Employer of any inability to attend work or commence work on time at least one hour prior to the commencement of any shift. A message left on a mobile telephone and/or notification to a fellow employee or the Client of the Employer shall not constitute notification in accordance with this clause.

- 14.4 The Employee will immediately notify the Employer of any damage to property or injury caused to others by the Employee in the course of employment and/or an assignment.
The Employee will notify the Employer, as soon as reasonably possible, of any change to personal details relevant to maintenance of employment and employment communications.
- 14.5 The Employee will notify the Employer of all and any hours worked on assignment including any hours worked over and above those outlined in the SAC.
- 14.6 The Employee will notify the Employer, as soon as reasonably possible, of any decision to commence work for an employer or principal where such new employer may reasonably be considered a competitor to the Employer or any Client of the Employer. A competitor to the Employer or any Client of the Employer shall be any organisation or body which currently provides, or is proposing to provide, the same products or services as the Employer or Client of the Employer.

15. TIMESHEETS

The Employee shall complete timesheets in accordance with the directions of the Employer. Timesheets shall be completed accurately and any false completion of timesheets may result in immediate termination of employment.

16. DRESS

The Employee shall present for work in neat and orderly dress and appearance and shall dress in accordance with any reasonable directions of the Employer or Client of the Employer.

17. CONFIDENTIALITY AND OWNERSHIP

- 17.1 Ownership of all inventions, improvements, designs, creations, developments and other intellectual property relating to or deriving from any of the work performed by the Employee shall be the property of the Employer and/or the relevant Client of the Employer.
- 17.2 The Employee will not use or attempt to use any confidential information of the Employer or Clients of the Employer in any manner and for any purpose other than the purpose of the business of the Employer and Clients of the Employer.
- 17.3 The Employee shall not make improper use of the position or assignment, or of information that may be acquired by virtue of his or her assignment or employment, to gain advantage for himself or herself (or any other person) to the detriment of the Employer or Clients of the Employer.
- 17.4 All matters pertaining to the business of the Employer and Clients of the Employer must be kept strictly confidential. These obligations apply both during and after the employment of the Employee with the Employer and following cessation of any assignment with a Client of the Employer. Failure to comply with this may result in disciplinary action, which may include termination of employment and/or termination of assignment. During the course of the Employees employment with the Employer, the Employee may learn confidential information either about the Employer, the company or business of the Employer or the business or service needs of Clients of the Employer. Unless an individual employee obtains express permission from the Employer to do so, the Employee must not disclose or use any confidential information he or she obtains.
- 17.5 Confidential information shall include any information that is not available to the public.

18. CONFIDENTIALITY AND PRIVACY WORKPLACE POLICY

In the course of your employment with Conquest Personnel Pty Ltd, employees (both permanent staff and temporary staff) will receive and acquire information that is confidential and the property of Conquest Personnel and/or our clients. All reasonable care is to be taken, during and after your employment, to maintain the confidentiality of the information you have access to.

You must not during or after your employment with Conquest Personnel:

1. Disclose to any person confidential information relating to the business or affairs of Conquest Personnel, its intellectual property and its clients or associated businesses, unless specifically authorised to do so by Conquest Personnel in writing;
2. Other than to the extent that is necessary to enable you to perform your duties, make extracts from, copy or duplicate, or use any confidential information;
3. Make adaptations of confidential information;
4. Make notes, pro forma documents, working papers or memoranda relating to any matters within the scope of the business of Conquest Personnel or concerning any of its dealings or affairs;
5. Discuss salary package details with other employees. This is deemed private and confidential information between the individual (employee) and Conquest Personnel (employer).

Our "Business Activity" involves interaction with other professionals and the exchange of relevant information. Due care must be taken when providing other parties with information. As a general rule, information can be exchanged as long as it available in the public domain.

In the case of your employment with Conquest Personnel ceasing, all company documents and property must be returned. This includes, but is not limited to, tools of trade and copies of any company policies and procedures.

All Conquest Personnel employees are bound by the *Privacy Act 1988 (Commonwealth)* and the *Victorian Information Privacy Act 2000 (VIP Act)*.

Individuals violating this policy subject themselves to disciplinary action including termination of employment.

Any further queries regarding the Confidentiality and Privacy Workplace Policy should be directed to the Business Manager.

19. DRUG AND ALCOHOL WORKPLACE POLICY

The use of prescribed drugs and medicines, alcohol or illegal substances may affect the performance or conduct of a staff member at work. Under the *Victorian Occupational Health and Safety Act 2004* Conquest Personnel Pty Ltd (staff member(s) used hereafter includes both permanent staff and temporary staff on site at client premises), has a duty of care to:

- Protect the health and safety of its staff members while they are at work;
- Take all reasonably practicable steps to ensure that all staff, contractors and the general public are not exposed to risks to their health and safety, and;
- Ensure that staff members affected by alcohol or other drugs are not putting themselves or others in danger.

The abovementioned legislation also places obligations on individual staff members to:

- Not take any action that creates a risk, or increases an existing risk, to the health and safety of others, and;
- Co-operate with Conquest Personnel to the extent necessary to enable Conquest Personnel to comply with occupational health and safety requirements.

PREScribed DRUGS AND MEDICATIONS/MEDICINES

Many modern medications are used to control medical conditions or diseases that can affect people's ability to lead a normal lifestyle. Staff members using such medications must consider, in consultation with their physicians, whether there are possibilities of medication problems arising in the workplace.

In particular, a staff member must not operate vehicles or machinery if taking prescription drugs that may impair their ability to do so safely.

It is important that the staff member makes management aware of any likely problems and brief them on the actions to follow to assist the staff member to overcome difficulties. The specific actions will depend on the nature of the medication and the probability of problems arising.

ALCOHOL AND OTHER SUBSTANCES

Conquest Personnel expects staff members to carry out their duties safely and to refrain from any conduct, including alcohol or other substance abuse or misuse, which would adversely affect their performance and/or put at risk the health and safety of themselves or others in the workplace.

In particular, staff members must not:

- Drive a personal or work vehicle on work business in circumstances where the staff member would breach applicable road transport legislation regarding driving under the influence of intoxicating liquor or drugs;
- Report for work or remain at work under the influence of alcohol* or any illegal substance that adversely affects their performance. (*Staff members who work with machinery, motor vehicles and/or undertake any other high-risk activity in the course of their work are advised that it is a violation of this policy to operate machinery, motor vehicles or undertake any high-risk activity under the influence of alcohol). Where a staff member is suspected of being under the influence of alcohol or any illegal substance and the manager/supervisor considers that the staff member, Conquest Personnel, or its staff are at risk they will make the necessary arrangements to ensure their safety and have the affected staff member absented from the workplace. The staff member will not return to the workplace until fit to do so.

* An employee would be considered to be under the influence of alcohol if his/her blood alcohol concentration level exceeded the stipulated allowable level in the *Road Transport (Alcohol and Drugs) Act 1977* for driving a vehicle following the consumption of alcohol.

Employees must:

- Carry out their duties in a professional, responsible and conscientious manner, and;
- Refrain from any conduct including alcohol or substance abuse or misuse, which could adversely affect work performance or the safety and wellbeing of others.

Conquest Personnel recognises that the use of alcohol and/or other drugs may or may not be related to external personal factors temporarily affecting the staff member. There are a range of professional support programs available to individuals experiencing alcohol and/or other drug related problems and Conquest Personnel is committed to providing reasonable support to its employees.

Conquest Personnel considers that the use of alcohol or other drugs is primarily a health issue for individual staff members.

However, where a staff member's performance or conduct affects the health and safety of the staff member and/or others in the workplace, Conquest Personnel is committed to appropriately managing the issue.

This may include providing appropriate education and training (including information sources on prevention methods and services available) to staff, and in particular, managers/supervisors, concerning the use, misuse or abuse of alcohol and other drugs, and/or taking disciplinary action, if necessary.

Where the use of alcohol or other drugs is identified as a problem in the workplace, Conquest Personnel will:

- Advise the staff member that his/her performance or conduct is unsatisfactory and that disciplinary action may be taken if the problem is not resolved;
- Facilitate the staff member in seeking access to counselling, treatment and rehabilitation to address the problem;
- Assist, where reasonably practicable, an affected staff member who is prepared to undertake rehabilitative treatment by temporarily adjusting workloads and/or performance expectations until the staff member is able to resume the normal requirements of the position;
- Maintain confidentiality and privacy including, wherever possible, of any records and information regarding alcohol or drug related problems disclosed voluntarily to Conquest Personnel by the affected staff member or becoming known to Conquest Personnel, and; apply the relevant disciplinary provisions where the staff member, for example, refuses to address the alcohol or drug related problem, or the problem continues.

Individuals violating this policy subject themselves to disciplinary action including termination of employment.

Any further queries regarding the Drug & Alcohol Workplace Policy should be directed to the Business Manager.

20. EMPLOYER DRIVER WORKPLACE POLICY

This policy covers both permanent staff and temporary staff, either using Conquest Personnel vehicles or Client vehicles provided/authorized by appropriate manager, for use by permanent and temporary staff in the normal course of business). ("Vehicles" hereafter covers: cars; motor-cycles; light rigid; medium rigid; heavy rigid; heavy combination; multi combination; and fork lifts.)

SAFE USE OF VEHICLES

Drive within the speed limits at all times. You should drive at speeds that are safe for the conditions, recognizing that, in some circumstances (such as rain or fog) this may be below the posted speed limit.

When considering what a “safe” speed is, you should give consideration not only to weather and road conditions, but also to the potential impact of a collision on road-users who are inherently vulnerable, such as pedestrians, motor-cyclists and cyclists. Speed, both inappropriate and excessive, contributes very significantly to road trauma on Victorian roads. Small changes in travel speeds can have significant impact on road trauma.

SEATBELTS AND OTHER SAFETY FEATURES

Please:

- Wear a seatbelt at all times, and ensure that passengers do the same;
- Drive with your headlights on at all times if your vehicle is not fitted with daytime running lights;
- Adjust your headrests so the top of the rest is level with the top of your head.

ALCOHOL, DRUGS AND DRIVING

You should avoid the use of alcohol prior to driving and under no circumstances be over the legal blood limit for your class of license. Never drive under the influence of medications or other drugs that are likely to affect your alertness or driving performance. Do not drive if you are unfit to do so. Contact your Supervisor and Conquest Personnel if you are unsure of your fitness to drive.

LACK OF SLEEP AND DRIVING

Danger Signs of Fatigue

Some of the common signs of fatigue generally recognized by drivers include:

- Yawning;
- Heavy eyes and blurred vision;
- Reduced concentration or “zoning out” / difficulty remembering the last few kilometers or delayed reactions;
- Difficulty in keeping the car within a lane or drifting off the road;
- More frequent and unnecessary variations in driving speed; and

By the time drivers recognize the above symptoms fatigue has already started to affect driving ability. Attempting to fight the signs of fatigue (such as winding down the window, turning up the volume of the radio) and continuing to drive is very dangerous.

It can lead to the onset of the most critical stage of driving while fatigued – nodding off or falling asleep at the wheel. Plan realistic driving schedules, stop for appropriate rest breaks, take a “powernap” if you are feeling tired and avoid driving during normal sleeping hours.

A good night’s sleep is required before any long trip. Avoid any consumption of alcohol before and during journey. A general rule to remember is driving more than 16 hours since your last night’s sleep is equivalent to driving with a blood alcohol level greater than .05.

Alternatives such as taxis and/or public transport should be considered where practical. If you are concerned about your level of fatigue please contact your Supervisor and Conquest Personnel.

USE OF MOBILE PHONES

Dangers of Using a Mobile Phone whilst Driving

Driving while using a mobile phone can cause both physical and cognitive distractions. Specifically, using a mobile phone while driving can significantly impair a driver’s

- Reaction time;
- Visual search patterns;
- Ability to maintain speed and position on the road;
- Ability to judge safe gaps in the traffic; and
- General awareness of other traffic.

The use of hand-held mobile phones is illegal and must not be used at all when driving. Allow calls to go to the message bank, or if a call must be taken, pull over safely before answering the call.

COMPLYING WITH ROAD RULES

You must:

- Hold a valid driver’s licence;
- Carry your licence at all times;
- Adhere to all Victorian road rules.

COURTEOUS DRIVING

Conquest Personnel promotes and encourages you to drive appropriately for the road conditions, driving courteously by letting other vehicles merge and being patient at pedestrian crossings. This will discourage the potential for aggressive behaviour with others sharing the road.

REPORTING OF DRIVING RELATED INCIDENTS – OHS REQUIREMENT

If you have been involved in a crash or an incident (eg. Scratched the bumper in the car park), please notify your Supervisor and Conquest Personnel as soon as possible. You are required under OHS legislation to record all work related incidents – including driving incidents.

Acknowledgement:

Please ensure you:

- **Comply with this policy;**
- **Follow advise given in the policy and abide by the appropriate road laws;**
- **Avoid risk-taking when driving;**

- Are fit to drive a vehicle;
- Hold a current and valid licence to drive a vehicle in Victoria;
- Carry your current and valid licence with you at all times whilst driving;
- Be aware of implications being convicted of drink-driving or other serious traffic offences;
- Comply with reporting of driving incidents;
- Be aware that you may be financially responsible for any insurance excess; and/or other costs if you are found to be responsible for an accident or incident.

Consent and acknowledgement of the above is agreed to by signing the Conquest Personnel Contract of Employment.

Individuals violating this policy subject themselves to disciplinary action including termination of employment and possible legal action.

Any further queries regarding the Employer Driver Policy should be directed to the Manager – Conquest Personnel.

21. ENVIRONMENTAL/SUSTAINABILITY WORKPLACE POLICY

Conquest Personnel takes the future of our environment seriously. We are committed to making sustainability a core part of the way we do business. We accept and embrace our social responsibility.

We believe all businesses need to be responsible for achieving good environmental practices and operating in a sustainable manner. This makes commercial sense as well as ensuring a viable environment for generations to come.

Conquest Personnel will:

- Comply with all relevant environment legislation and regulations
- Minimise the negative impacts of our business on the environment
- Continually improve business processes to promote energy efficient practices
- Implement and promote a positive awareness and culture focused on fulfilling our environmental objectives and obligations

RECYCLING

PAPER

Although we aim for a paperless office, and reinforce the use of electronic work procedures, we accept that paper is still a necessary part of business processes to date. We are though committed to a policy whereby only critical documents are printed; all paper is reused where possible on the reverse and 100% of the paper used is recycled.

We aim to:

- Only use paper which is either recycled or comes from a sustainable sources
- Use double sided printing whenever possible
- Save unused paper printing on one side for subsequent re-use
- Shred all confidential documents and have the paper recycled (we currently supply shredded paper (without staples) to pet stores as needed)

1 ream of paper = 6% of a tree and 5.4kg CO2 in the atmosphere
3 sheets of A4 paper = 1 litre of water

OTHER

Ink cartridges, mobile phones, computers and peripherals

We recycle goods where and when possible and promote this as part of our culture.

ENERGY

We use energy efficient office products and lighting where possible.

22. EQUAL OPPORTUNITY – ANTI-DISCRIMINATION, ANTI-HARASSMENT AND BULLYING WORKPLACE POLICY

The purpose of this policy is to outline Conquest Personnel's *Equal Opportunity – Anti Discrimination, Anti-Harassment and Bullying Policy*.

Conquest Personnel is committed to taking reasonable steps to ensure a workplace free of all forms of discrimination and harassment, including sexual harassment and bullying. It aims for equality of opportunity for all employees.

This policy is intended to ensure that there is a shared understanding amongst all Conquest Personnel employees, temporary staff, independent contractors, volunteers and work experience personnel of Conquest Personnel's expectations in regards to acceptable and appropriate behaviour within the workplace.

Discrimination, harassment, sexual harassment and bullying is not only unacceptable, it is unlawful pursuant to the relevant legislation described below.

It is the primary responsibility of management to take reasonable measures to provide a working environment free from discrimination, harassment and bullying. It is the responsibility of every employee to not participate in discriminatory or harassing behaviour within the workplace. Conquest Personnel aims to take practicable steps to ensure our contractors provide a similar working environment.

Conquest Personnel is dedicated to implementing a proactive approach by taking reasonable steps such as educating employees; as well as continuing to monitor behaviour and endeavouring to prevent any disputes from occurring in the first instance, even in the absence of a formal dispute/grievance.

Management and HR will treat all disputes confidentially, seriously and sympathetically as far as possible. However, it may be necessary to speak with other employees in order to determine what happened, to afford fairness to those against whom the complaint has been made and to resolve the complaint.

Outlined within this policy is an internal dispute resolution process to assist our employees raise issues of concern. Appropriate disciplinary action may be taken against anyone found to have breached this policy.

No employee will be penalised or disadvantaged as a result of raising legitimate concerns or disputes relating to discrimination, harassment or bullying.

DISCRIMINATION

The *Equal Opportunity Act 2010* (Vic) prohibits unlawful discrimination in the form of direct and indirect discrimination. Discrimination is also unlawful under federal legislation, including the *Age Discrimination Act 2004* (Cth), *Sex Discrimination Act 1984* (Cth); *Racial Discrimination Act 1975* (Cth); *Disability Discrimination Act 1992* (Cth); *Human Rights and Equal Opportunity Commission Act 1986* (Cth); and the *Fair Work Act 2009* (Cth) which may change from time to time.

Direct discrimination is treating or proposing to treat a person with a protected attribute unfavourably because of that attribute (listed below).

The new test is whether or not certain treatment was less favourable to the person claiming discrimination, placing emphasis on the consequences of the treatment on the person claiming direct discrimination because of a protected attribute

Indirect discrimination can occur when there is a requirement or condition or practice that is the same for everyone but disadvantages a person or is likely to disadvantage a person because they have one or more of the following protected attributes and which is not reasonable.

Protected attributes in Victoria include:

- Age
- Colour
- Descent or national or ethnic origin
- Disability/impairment
- Industrial activity/inactivity
- Lawful sexual activity/sexual orientation or preference
- Gender identity
- Marital status, including de facto
- Physical features
- Political belief or activity
- Pregnancy/breastfeeding
- Race
- Religious belief or activity
- Sex
- Status as a parent or carer
- Personal association with someone of the above attributes
- Irrelevant criminal conviction (under the *Australian Human Rights Commission Act 1986* (Cth)).

WORKPLACE DISCRIMINATION CAN OCCUR IN:

- Terms, conditions and benefits offered as part of employment
- Who receives training and what sort of training is offered
- Who is considered and selected for transfer, promotion, retrenchment or dismissal
- Any other unfavourable treatment including harassment.

It is important to note that from a legal perspective it is irrelevant whether or not the discrimination was intended.

HARASSMENT

Harassment is unlawful under the Victorian *Equal Opportunity Act 2010*. A person unlawfully harasses another person if he or she makes that other person (another employee or member of the public) feel offended, humiliated or intimidated because of one of the protected attributes listed above. It may involve inappropriate actions, behaviour, comments or physical contact that is objectionable or causes offence.

It is important to note that from a legal perspective it is irrelevant whether or not the harassing behaviour was intended.

Unlawful harassment may have occurred if the behaviour makes the victim feel:

- Offended and humiliated;
- Intimidated or frightened; and/or
- Uncomfortable at work.

Unlawful harassment can include behaviour such as:

- Telling insulting jokes about particular racial groups
- Sending explicit or sexually suggestive emails
- Displaying offensive or pornographic posters or screen savers
- Making derogatory comments or taunts about someone's race or religion
- Asking intrusive questions about someone's personal life, including their sex life.

SEXUAL HARASSMENT

Sexual harassment is unlawful under the Victorian *Equal Opportunity Act 2010* and under federal legislation (*Sex Discrimination Act 1984* (Cth)).

Sexual harassment occurs when a person makes an unwelcome sexual advance, or an unwelcome request for sexual favours to another person, or engages in any other unwelcome conduct of a sexual nature in relation to another person, in circumstances in which a reasonable person, having regard to all the circumstances, would have anticipated that the other person would be offended, humiliated or intimidated. It has nothing to do with mutual attraction or consenting friendships, whether sexual or otherwise.

Sexual harassment is unlawful in the workplace, which includes any place a person goes for the purpose of carrying out any function in relation to his/her employment. The workplace can also extend to social functions. In Victoria, co-workers can be named sole respondents in cases of alleged sexual harassment.

Some examples of sexual harassment include:

- Persistent, unwelcome demands or even subtle pressures for sexual favours or outings
- Staring or leering at a person or at parts of their body
- Unwelcome patting, pinching, touching or unnecessary familiarity, such as unnecessarily brushing up against a person
- Offensive comments or questions about a person's physical appearance, dress or private life
- Sexually explicit pictures or posters or screen savers (words and images)
- Sexually explicit telephone calls, letters, faxes, emails or voice mail messages

- Humour such as smutty or suggestive jokes or comments
- Innuendo, including sexually provocative remarks, suggestive or derogatory comments about a person's physical appearance, inferences of sexual morality, or tales of sexual performance
- Requests for sex
- Insults or taunts based on sex
- Sexually explicit physical contact.

Some types of sexual harassment can also be offences under the criminal law, such as:

- Physical molestation or assault
- Indecent exposure
- Sexual assault
- Stalking
- Obscene communications (by way of telephone calls, letters, emails etc.).

BULLYING

Bullying is a significant occupational health and safety issue, as it can cause harm to a person's health and wellbeing, both physical and psychological. Under the Victorian *Occupational Health and Safety Act 2004* employers have a primary legal duty to provide a healthy and safe workplace. Employees also have a responsibility to abide by safety standards and to cooperate with their employer's actions to ensure a healthy and safe workplace is maintained.

Bullying may also be unlawful under federal and state anti-discrimination legislation where the bullying is linked to, or based on, one of the attributes covered by the various pieces of legislation (for example, age, sex, race, disability, etc.).

Serious cases of bullying may also be illegal under the Crimes Act (Vic) 1958 and can result in imprisonment of up to 10 years.

Workplace bullying is repeated, unreasonable behaviour directed toward an employee, or group of employees, that creates a risk to health and safety.

"Unreasonable behaviour" means behaviour that a reasonable person, having regard to all the circumstances, would expect to victimise, humiliate, undermine or threaten the other person.

"Behaviour" includes actions of individuals or a group, and may involve using a system of work as a means of victimising, humiliating, undermining, punishing or threatening.

"Risk to health and safety" includes risk to the mental or physical health of the employee.

The following types of behaviour, where repeated or occurring as part of a pattern of behaviour could be considered to be workplace bullying:

- **Physical or verbal abuse**
- **Intimidation**
- **Yelling, screaming or offensive language**
- **Excluding or isolating employees**
- **Psychological harassment**
- **Assigning meaningless tasks unrelated to the job**
- **Giving employees impossible jobs**
- **Deliberately changed work rosters to inconvenience particular employees**
- **Undermining work performance by deliberately withholding information vital for effective work performance.**

Other types of behaviour may also constitute bullying.

Workplace bullying can occur between a worker and a manager or supervisor, or between co-workers. Bullying does not cover situations where an employee has a grievance about legitimate and reasonable:

- **Performance management processes**
- **Disciplinary action**
- **Allocation of work in compliance with systems.**

VICTIMISATION

Victimisation is unlawful under the Victorian *Equal Opportunity Act 2010* (Vic). It is unlawful for a person to subject or to threaten to subject another person to any detriment because the other person, or someone associated with the other person, has made an allegation or complaint of discrimination, harassment or bullying on the basis of a protected attribute.

RESOLUTION OF DISPUTES AND ISSUES OF CONCERN

It is in the interest of any person or group who believe they have been unlawfully discriminated against, sexually harassed, bullied or victimised to take action to prevent the behaviour from recurring. Conquest Personnel believes that all disputes and issues of concern should be resolved quickly, confidentially (where possible) and wherever possible, at the lowest appropriate level. A range of internal issue resolution options are available including:

- Self-resolution
- Informal resolution by immediate manager/team leader/human resources
- Local workplace resolution involving mediation and conciliation
- Formal investigation/assessment by either HR or external provider.

WHAT CAN YOU DO IF YOU ARE BEING DISCRIMINATED AGAINST?

If you consider you have been discriminated against, bullied or harassed it should be dealt with and should not be ignored as ignoring the behaviour could be taken as tacit consent.

Anybody who experiences or witnesses discrimination, harassment or bullying is encouraged to either:

- Inform the offender that the behaviour is offensive and unacceptable and against company policy; or
- Seek assistance in having the behaviour stopped. This may include reporting the issue to your manager or HR or speaking to a contact officer

Where these issues may breach occupational health and safety laws the incident should also be reported immediately in accordance with Conquest Personnel's occupational health and safety policy.

WHO CAN ASSIST YOU IN MAKING A REPORT OR COMPLAINT?

If you feel that you are unable to resolve the matter yourself, the following people will be able to assist you:

- Your manager
- Human Resources
- Colleen Pearson has been appointed by Conquest Personnel as Contact Officer specifically because we recognise that in some instances discussing the matter with your manager or Human Resources may not be appropriate.

In addition to the above listed people, you may approach the Equal Opportunity Commission or WorkSafe for independent advice at any time.

What will happen if you make a Report or Complaint?

Any complaints or reports of discrimination, harassment or bullying will be treated quickly, seriously and sympathetically. They will be investigated thoroughly, impartially and where possible, confidentially (when investigating some complaints confidentiality is not always possible). Managers or Human Resources must act immediately on any reports of harassment. Employees will not be disadvantaged in their employment conditions or opportunities as a result of lodging a complaint.

WHAT WILL HAPPEN TO THE PERSON AGAINST WHOM YOU HAVE MADE A COMPLAINT?

Management considers all forms of workplace discrimination, harassment and bullying to be unacceptable behaviour which will not be tolerated. Accordingly, where such complaints have been substantiated, appropriate disciplinary action will be taken. Such action may range, based on severity of the complaint, from a formal warning (see Conquest Personnel's disciplinary procedures) to termination of employment for serious breaches of this policy.

Similarly, where necessary, action will be taken against anyone including employees or independent contractors, who have been found to have discriminated against, harassed or bullied a co-worker, or any other person during the course of his/her employment or contract for services with Conquest Personnel

NATURAL JUSTICE

A complaint of discrimination, harassment and/or bullying is a serious allegation to bring against someone. For this reason, while advisers may have feelings of sympathy for the complainant, and quite possibly negative feelings towards the respondent when dealing with a complaint, it is crucial to continually bear in mind the rights of the respondent as determined by the principles of natural justice. The adviser must approach the problem with neutrality.

DEFAMATION

Defamation is unlawful under the Victorian *Defamation Act 2005* and the Victorian common law. A person should not be deterred from making a complaint of harassment by concerns about defamation laws. Generally if a complainant only discusses the complaint with appropriate people in the workplace (managers/human resources/contact officers) and is acting in good faith (i.e. is not making the complaint out of spite or malice or without basis), then the person will not be liable for defamation.

Conquest Personnel is committed to providing an environment which is safe and free of discrimination, harassment and bullying for our employees and others with whom we associate at work. This policy has the full support and commitment of management. Please ensure you give your support in monitoring and avoiding practices, attitudes and traditions which lead to harassment.

Conquest Personnel *may amend and vary this policy from time to time.*

Consequences for Breaching this Equal Opportunity – Anti-Discrimination, Anti-Harassment and Bullying Policy

Any breach of Conquest Personnel Policy may result in disciplinary action up to and including termination of employment. Disciplinary procedures that can be actioned by Conquest Personnel will be in line with the Conquest Personnel Disciplinary Policy.

Independent contractors and other non-employees who are found to have breached this policy may result in the termination of their contract with Conquest Personnel.

If an individual's conduct results in a breach under law they may also be personally liable.

22. INTERNET, EMAIL, MOBILE PHONE AND COMPUTER USAGE WORKPLACE POLICY

Internet, E-mail, computers and printers provided by Conquest Personnel Pty Ltd (Conquest Personnel used hereafter includes both permanent staff and temporary staff on site at client premises) are provided for operational purposes only.

Use of the Internet and Email system for personal reasons should be strictly limited and at all times the following guidelines must be adhered to.

The use of personal Mobile Phones during work hours is not permitted unless authorised by your immediate supervisor or other person who is duly authorised.

Conquest Personnel staff shall not use their computer, including the Internet and E-mail for inappropriate purposes.

This includes but is not limited to:

- Intentionally collecting or distributing offensive content including pornographic material;
- Promoting discrimination on the basis of age, disability, industrial activity, trade or profession, lawful sexual activity, sexual orientation, marital status, parental or carer status, physical features, political belief or activity, pregnancy, race, religious belief or activity, sex, medical record, HIV status, irrelevant criminal record or personal association with someone who has (or is assumed to have) one of these characteristics;
- Threatening or violent behaviour;
- Slanderous or defamatory content;
- Harassment or promoting harassment;
- Destructive activities (eg, the distribution of malicious software such as viruses);
- Personal gain (including the conducting of outside business activities);
- Any illegal activity;
- Promoting political or religious beliefs;

- Spoofing (misrepresenting, obscuring, suppressing, or replacing a user's identity on the Internet);
- Spamming (the sending of bulk junk e-mail);
- Fundraising or charitable activity not approved by management;
- Gambling or playing games;
- Downloading of music or any other high bandwidth activity that is not Conquest related.

No Conquest Personnel employee shall load any non - Conquest Personnel software onto computers without prior authorisation from management, and if applicable, will be installed by the office System Administrator. Due the high risk of damage and/or infection through the use of unauthorised floppy disks, CD's & DVD's, such items are not to be used on any Conquest Personnel supplied computer, without prior authorisation from management.

PASSWORDS

All computer usage performed using an individual user ID and password is the staff member's responsibility and any contravention of this may result in disciplinary action, including termination of employment, as this is effectively an electronic signature. Staff members, therefore should exercise extreme caution if using computers and/or electronic signatures that are not their own.

MONITORING

Conquest Personnel reserves the right to enter, search and monitor the Conquest Personnel computer files or electronic mail of any staff with or without advance notice to ensure there is no excessive use or miss-use of the computer for personal reasons.

Individuals violating this policy subject themselves to disciplinary action including termination of employment. Any further queries regarding the Internet, Email & Computer Usage Workplace Policy should be directed to the Business Manager.

23. OCCUPATIONAL HEALTH AND SAFETY WORKPLACE POLICY

Conquest Personnel Pty Ltd is committed to providing a safe, healthy, and hazard free workplace in accordance with the *Victorian Occupational Health and Safety Act 2004*.

Occupational Health and Safety involves maintaining a work environment that promotes health and safety for all staff, both permanent staff and temporary staff on site at client premises, and that prevents injury, disease, illness and death in the workplace.

The health, safety and welfare of our staff are of primary importance to Conquest Personnel. We recognise our legal and social responsibility to ensure (our) staff are working in a safe and healthy environment, free of hazards and to protect staff from exposure to unnecessary risks.

Conquest Personnel will ensure dedication to a process of continuous improvement, and integration of health and safety into all aspects of our operations and activities.

We encourage each and every employee to take a constructive role in promoting improvement in occupational health and safety and to assist the company in achieving a healthy and safe working environment.

Therefore, each employee is required at all times to conduct himself/herself in a safe and responsible manner, having concern for their own health, safety and welfare, and for that of fellow staff and customers.

Responsibilities and duties of Conquest Personnel:

In line with the *Victorian Occupational Health and Safety Act 2004*. Consultation will be made with all staff in regards to workplace Occupational Health & Safety.

This will include:

- Making decisions about the measures to be taken to control risks to health or safety at a workplace under the employer's management and control or arising from the conduct of the undertaking of the employer;
- Making decisions about the adequacy of facilities for the welfare of staff;
- Providing an effective system of rehabilitation and return to work for injured employees;
- Ensuring all incident or near misses are fully investigated and taking corrective action to prevent from reoccurring;
- Ensuring all employees, clients and visitors endorse our workplace policies.

Conquest Personnel requires that employees shall:

- Comply with Conquest Personnel's Occupational Health and Safety Policy and cooperate with the company with respect to all health and safety matters and procedures;
- Take reasonable care to protect his/her own health and safety and the health and safety of others who may be affected by his/her acts or omissions at the workplace;
- Proactively follow and promote safe work practices and procedures consistent with the extent of his/her control over or influence on working conditions and methods, and encourage fellow staff to do the same; Immediately report all situations or working conditions that are or are thought to be, unsafe, hazardous or harmful to their direct Manager/Supervisor and appointed Health & Safety Representatives;
- Utilise any equipment provided for health and safety purposes such as headsets and adjustable furniture;
- Ensure they are not affected by drugs or alcohol so as to endanger themselves or others at work.

All staff shall not:

- Wilfully or recklessly interfere with or misuse anything provided in the interests of health, safety or welfare;
- Wilfully place at risk the health or safety of any person at the workplace.
- All visitors Conquest Personnel must comply with the company's Occupational Health and Safety Workplace Policy as outlined, in order to protect their health and safety while on company premises.
- Individuals violating this policy subject themselves to disciplinary action including termination of employment.
- Any further queries regarding the Occupational Health & Safety Workplace Policy should be directed to the Business Manager.

24. WORKPLACE PARTICIPATE ACKNOWLEDGEMENT

I acknowledge:

I have received, read and understood this contract – being the complete content including policies and procedures – covering 12 pages inclusive of this page;

I am required to comply with this contract and all its content;

Failure to comply with this contract/policies and procedures may result in disciplinary measures, including termination of employment/contract and further legal action depending on the breach involved.

For Temporary Staff

Signed: _____

Date: _____

**Name of Employee:
(printed)** _____

Address of Employee: _____

**Name of Conquest
Personnel Employee:
(printed)** _____

**Name of Conquest
Personnel Employee:
(signature)** _____

Date: _____ / _____ / _____