



5.10 The employee agrees to notify their Merge representative if they are required to perform duties other than those contained in the job description. Payment for such work will be at the normal hourly rate unless the duties are such that a change of classification is warranted and the new rate has been agreed between the employee and Merge. •

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

6. OCCUPATIONAL HEALTH AND SAFETY / INDUCTIONS AND TRAINING

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

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

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

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

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

Instructions

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

6.7 The employee is to notify their Merge representative if asked to do tasks which the employee is not trained for, competent at or authorized to perform.

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

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

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

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

Should you at any time wish to have your details removed from the database, you must advise Merge of this. Failure to provide the information requested may limit Merge's ability to find adequate opportunities for you with host employers.

A copy of the Merge privacy policy is available on request.

9. EMPLOYEE'S OBLIGATIONS

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

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

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

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

10. ANTI-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

11. PRIVACY DECLARATION AND CONSENT

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

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

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

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

Personal Protective Equipment

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

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

Workers Compensation

6.12 Merge is responsible for statutory Workers' Compensation Insurance.

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

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

6.15 The employee, while on an assignment with Merge, will work exclusively for Merge.

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

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

Certificates and Licenses

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

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

Mobilisation and Ongoing Medical Assignments

6.20 The employee agrees to undergo functional capability testing, if requested to do so by Merge.

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

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

Medical Assessment

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

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

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

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

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

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

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

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

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

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

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

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

Merge and the employee agree to be bound by the decision of the independent arbitrator.

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

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

Continuity of Operation

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

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

Timesheets

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

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

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

Superannuation

7.19 Merge shall pay superannuation in accordance with the relevant Commonwealth, State or Territory

legislation. Merge may, in its total discretion, pay superannuation at a rate higher than the statutory minimum.

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

Stand Down Provisions

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

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

8. DISPUTE RESOLUTION PROCEDURE

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

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

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

Working Hours

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

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

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

7. HOURS OF WORK, ROSTERS AND WAGE INFORMATION

Ordinary Hours

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

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

Meal Breaks

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

Overtime

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

Shift Work

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

Other

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

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

Accommodation and Travel

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

Annual Leave

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

Personal/Carer's Leave (including sick leave)

7.9 All fixed term permanent employees shall accrue personal/carer's leave of up to ten (10) days paid leave for each completed 12 months of service. This leave will be cumulative and up to 10 days a year can be used as carer's leave. An additional two (2) days of unpaid carer's leave will be available for emergencies for permanent employees who have used up their personal leave entitlements and for casual employees. Unpaid carer's leave can be taken in a single unbroken period of two (2) days or, if the employer and employee agree, in separate periods, for example four (4) half days. However, unpaid leave will be

conditional upon an employee not having any accumulated paid carer's leave or other authorised leave for caring purposes.

Absences

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

Compassionate Leave

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

Maternity, Parental, Paternity and Adoption Leave

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

Long Service Leave

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

Public Holidays

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

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

Payment of Wages

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