

7 October 2024

Private and Confidential

Sheena Arora
252 Langridge Street
Abbotsford VIC 3067

Dear Sheena,

Offer of Casual Employment with Seisma Pty Ltd

We are pleased to offer you casual employment, with **Seisma Pty Ltd ABN 43 108 575 604** (**Company**), on the terms and conditions as set out in this document (**Agreement**).

1 Engagement

- (a) You will initially be engaged in the position as set out in Item 3 of the Schedule to this Agreement (**Position**).
- (b) Your employment with the Company will be on a casual basis, as required from time to time.
- (c) You acknowledge that you are accepting an offer of casual employment that makes no firm advance commitment to continuing and indefinite work according to any agreed pattern of work.

2 Commencement

- (a) Your employment with the Company commences on the date specified in Item 2 of the Schedule (**Commencement Date**).
- (b) The commencement of your employment is conditional upon you attending the workplace and commencing the performance of work in accordance with this Agreement.
- (c) You warrant that you have provided accurate information to the Company in respect of your qualifications, professional accreditation, professional training required to perform your Position.
- (d) You warrant that there are no limitations on your ability to fully perform your Position, including any limitations arising from any prior employment. You further warrant that you will not breach any continuing obligations arising from any prior employment in performing your duties for the Company, including any pre-existing confidentiality obligations and you agree to indemnify the Company for any loss or damage resulting from a breach of these warranties.
- (e) You agree that any breach of clauses 2(c)-2(d) may result in the immediate termination of your employment.



3 Conditions Precedent

- (a) Your employment and continuing employment with the Company is subject to you providing proof of your right to work in Australia (for example, a certified copy of a birth certificate, passport or current visa) and continuing to meet all immigration requirements necessary to work in Australia.
- (b) The Company requires all of its employees to maintain the highest standards of conduct. To that end, the Company may undertake any background or police checks as required. If those checks reveal any matters that render you unfit or inappropriate for the Position, or reveal that you have not been honest or candid with the Company, then the Company will take such steps as it regards appropriate, which may include withdrawing this offer, if your employment has not commenced, or the immediate termination of your employment.

4 Location

- (a) Your place of work is set out in Item 4 of the Schedule.
- (b) You will, however, be required to perform your duties and responsibilities in such other places as the Company may from time to time require and the Company may require you to travel to other locations, from time to time (including interstate and overseas).

5 Remuneration

- (a) The Company will pay you an hourly rate as varied from time to time for all hours of work, less applicable tax (**Hourly Rates**). In addition, you will be paid a casual loading which is currently 25 per cent of your ordinary hourly rate in accordance with the national minimum wage as determined by order under the *Fair Work Act 2009* (Cth), for each ordinary hour of work.
- (b) Your receipt of the casual loading is conditional on, and based on our understanding that, you are a casual employee at law. The casual loading is only payable for as long as you are a casual employee at law.
- (c) The casual loading is paid to you as you are not entitled to benefits under the *Fair Work Act 2009* (Cth) and other instruments which are applicable only to permanent employees, including but not limited to:
 - (i) paid annual and personal/ carer's leave;
 - (ii) parental leave;
 - (iii) paid compassionate leave;
 - (iv) notice of termination of employment;
 - (v) redundancy benefits or other entitlements; and
 - (vi) any payment or other benefit applicable to full-time and part-time employees only (whether under legislation, a applicable modern award or other industrial instrument, the *National Employment Standards* or otherwise) (including, without limitation, annual leave loading and other loadings).



- (d) Your remuneration (less applicable taxation) will be paid in accordance with Item 5 of the Schedule into a bank account of your choice.
- (e) Unless more generous provisions are provided in this Agreement the terms and conditions of the employment will be those set out in the Award and applicable legislation. Neither the Award nor any applicable legislation are incorporated into this Agreement.
- (f) The hourly rate that is paid to you compensates you for each engagement as a casual.
- (g) The hourly rate that is paid to you is specifically set-off against, applies to and absorbs all entitlements and benefits for each engagement as a casual, including but not limited to any minimum wages or pay rates and casual loading, and if applicable entitlements to payment on breaks, overtime rates, other loadings (including but not limited to shift loading), penalty rates, allowances and any other entitlement which may be or become due to you under an Industrial Instrument (minimum entitlements).
- (h) The Fair Work Act and any applicable Industrial Instrument apply to the employment as a matter of law and does not form part of this Agreement.
- (i) If at any time you are entitled to any payment or other benefit as a consequence of the employment, whether under Industrial Instrument or at law, you agree that:
 - (i) payment or benefit is calculated at the applicable minimum rate of pay in the Industrial Instrument or at law; and
 - (ii) those payments do not form part of this Agreement.
- (j) If you are subsequently determined not to be a casual employee, the Company is entitled to repayment of all casual loading paid to you and you agree to indemnify the Company for any such payments. To the extent permitted by law, the Company may deduct from your relevant Hourly Rates any previous overpayments of the Hourly Rates. The Company will deduct tax and other amounts it is required to deduct from all payments made to you as required by law.

6 Superannuation

The Company will contribute into a fund nominated by you the minimum level of superannuation contributions (**Contributions**) which the Company must make for you, so the Company is not liable to pay a charge under the *Superannuation Guarantee (Administration) Act 1992* (Cth) and the *Superannuation Guarantee Charge Act 1992* (**SGC Legislation**) if applicable.

7 Duties

7.1 During your employment you must perform your work and anything connected with it:

- (a) with due care and skill and in a proper, thorough and cooperative manner;
- (b) safely, and in accordance with the Company's safety requirements;
- (c) in accordance with any reasonable day to day directions given by the Company;
- (d) using best efforts to promote the Company's business in accordance with the Company's interests;



- (e) without jeopardising or damaging the Company's business; and
- (f) in compliance with all relevant laws and any applicable industrial instruments.

7.2 You must not:

- (a) act in conflict with the Company's best interests;
- (b) without prior consent, communicate with or disclose to any representative of the media any information of any nature whatsoever relating to the Company, its clients or customers;
- (c) engage, or prepare to engage, in any business or activity for any competitor, whether as an employee or otherwise, without the prior written approval of the Company;
- (d) perform any work for any person other than the Company which will impact on your ability to perform your duties for the Company;
- (e) disparage, or tend to disparage, the Company or a Related Entity; or
- (f) contravene the laws of the Commonwealth, or any State or Territory of the Commonwealth.

7.3 You are required to report any suspected fraud, misconduct and corrupt, criminal, or unethical conduct to the Company and to cooperate in any investigations relating to these matters by responding to questions from the Company and complying with any search request of your person or belongings.

7.4 You authorise the Company to conduct police and background checks on you as the Company deems necessary.

7.5 You are required to advise the Company of any medical conditions that may affect the performance of your duties.

8 Work Hours

- (a) The Company's normal core business operating hours are between 8.30am to 5.30pm, Monday to Friday, however you acknowledge that business may be conducted outside these hours.
- (b) As a casual employee, you should have a flexible approach to working hours.
- (c) You will be informed of your hours of work as soon as reasonably practicable and in accordance with the Company's practices. The Company makes or gives no guarantee as to the quantity or regularity of hours you will work.

9 Leave

- (a) As a casual employee, you will not be entitled to accrue or receive paid annual leave or paid personal leave under the *Fair Work Act 2009* (Cth) or any other instrument.
- (b) The subject of leave, including annual leave, personal leave, compassionate leave and long service leave is regulated by law and any applicable Company policy.
- (c) The Employee is entitled to compassionate leave and family and domestic violence leave in accordance with the National Employment Standards in the *Fair Work Act 2009* (Cth).



10 Policies and Procedures

- (a) You must comply with the Company's written policies and procedures which are available upon request.
- (b) These policies and procedures may be varied from time to time at the Company's discretion, and you are directed to comply with such variations.
- (c) A breach of your obligations under the Company's policies and procedures may result in disciplinary action, up to and including the immediate termination of your employment.
- (d) Despite any other provision of this Agreement, the Company's policies and related procedures do not form part of and are not incorporated into your Agreement for any purpose.

11 Expenses

You shall be entitled to reimbursement of any such expenses as are reasonable and necessarily incurred by you in performing your duties. Payment is subject to approval by the Company and will be assessed on a case by case basis.

12 Termination

- (a) The Company or you may terminate this Agreement with 10 full days business notice, or payment in lieu of notice at any time.
- (b) Upon termination of this Agreement, you must immediately return to the Company any and all property of the Company (either leased or owned) in your possession or control, including but not limited to any documents, computer files, keys, access cards, motor vehicles, computer equipment, uniforms, telephones and or credit cards.

13 Confidentiality

- (a) Your employment conditions are confidential and must not be discussed with other Company staff or other persons outside the Company (with the exception of your legal and financial advisers).
- (b) You must not (both during your employment and after your employment ends) without the written permission of the Company:
 - (i) disclose or use any Confidential Information of any kind or any information concerning the business affairs of the Company or a Related Entity which may come to your knowledge (**Confidential Information**) except:
 - a. in the proper course of your duties; and
 - b. to the extent that you are required to disclose information by law or requirement of any regulatory body, or
 - (ii) issue any statement, comment, information or document concerning the Company or a related entity in any media.
- (c) Confidential Client information must be kept confidential at all times. If you are under suspicion of disclosing confidential Client information you may be subject to disciplinary procedures which may include termination of your employment.



- (d) You acknowledge that if you breach the terms of this clause 13, it could result in the Company:
 - (i) suffering loss and damage including but not limited to loss of reputation;
 - (ii) being in breach of its obligations and/or contractual arrangements with third parties.
- (e) In this instance, damages may not be sufficient to protect the Company's interests and the Company may obtain an injunction to prevent continuance of the breach.
- (f) If you breach the terms of this clause 13, in addition to all other rights that the Company has to damages or injunctive relief for such breach, you agree to reimburse the Company for all legal costs and disbursements incurred by the Company as a result of such breach and in enforcing the terms of this Agreement, on a full indemnity basis.

14 Protection of business interests

14.1 To reasonably protect the Company's and its Associated Entities' goodwill and legitimate business interests, during the Restraint Period, you must not, without the prior written consent of the Company, directly or indirectly:

- (a) canvass, solicit, approach or accept any approach from, or deal in any way with any Restricted Client with a view to obtaining the custom or dealing with that Restricted Client in a Restrained Business which you engage in;
- (b) act in any way which may assist or induce a Restricted Client to breach any agreement with the Company or an Associated Entity, or to terminate or to not renew any contract of any sort that they may have with the Company or an Associated Entity, or to circumvent the involvement of the Company or an Associated Entity in any arrangement;
- (c) interfere in any way with the relationship between the Company or an Associated Entity and its Restricted Clients;
- (d) canvass, solicit, approach, interfere, or entice away, or attempt to canvass, solicit, approach, interfere, or entice away, Restricted Staff, to leave their employment or engagement with the Company or an Associated Entity or with a view to engage such Restricted Staff in a Restrained Business which you engage in;
- (e) interfere in any way with the relationship between the Company or an Associated Entity and its Restricted Staff; or
- (f) engage in any combination of the above activities.

14.2 Definitions in this clause

- (a) 'Associated Entity' means an "associated entity" as that term is defined in section 50AAA(1) of the Corporations Act 2001 (Cth).
- (b) 'engage in' means to carry on, conduct, promote, participate in, provide finance or services, or otherwise be directly or indirectly involved or concerned as a shareholder, unitholder, director, consultant, adviser, contractor, principal, agent, manager, employee, beneficiary, partner, associate, trustee or financier.
- (c) 'Restrained Business' means any business or operation:



- (i) similar to, or competitive with, the Company;
 - (ii) that operates in the industry of the Company;
 - (iii) the same as, substantially similar to or in competition with any part of the business of the Company or its Associated Entities or any material part or parts of their business, within which you worked during the 12 months immediately preceding the termination of your employment.
- (d) 'Restraint Period' means during the term of this Agreement and each of:
 - (i) six months; or if that is not enforceable, then
 - (ii) three months; or if that is not enforceable, then
 - (iii) one month,after your employment ends.
- (e) 'Restricted Client' means:
 - (i) any client or customer of the Company or any Associated Entity with whom you have had dealings during the 12 months immediately preceding the termination of your employment; or
 - (ii) any Associated Entity of any such client or customer.
- (f) 'Restricted Staff' means an employee, contractor, officer or agent of the Company or any Associated Entity of the Company:
 - (i) with whom you have had dealings with during the 12 months immediately preceding the termination of your employment; or
 - (ii) who was an employee, contractor, officer or agent of the Company or an Associated Entity in the 12 month period before you ceased to be employed by the Company.

14.3 **Separate and independent restraints**

- (a) This clause has effect as if it consisted of several separate covenants and restraints consisting of each separate covenant and restraint set out in clause 14.1 combined with each separate Restraint Period and each limb of each definition in clause 14.2 (as applicable) ("Restraint Covenants") and if any of the Restraint Covenants are or become invalid or unenforceable for any reason then the invalidity or unenforceability does not affect the validity or enforceability of any of the other Restraint Covenants.
- (b) This clause shall be interpreted as a goodwill covenant and without reference to, and independent of, any other covenant in restraint of trade contained any other agreement or deed given by you.
- (c) The promises given by the Employee in this clause 14 will apply, and may be enforced against the Employee, regardless of the reason(s) for the termination of this Agreement.

14.4 **Reasonable and fair restraints**

You acknowledge and agree that:



- (a) any combination of the acts referred to in clause 14.1 for each separate Restraint Period would be unfair and calculated to damage the Company and its Associated Entities;
- (b) during the employment, you will:
 - (i) have access to the Company's and its Associated Entities' Confidential Information;
 - (ii) have the opportunity to forge personal relationships with employees, contractors, officers, agents, suppliers and clients of the Company and its Associated Entities;
 - (iii) acquire information and trade secrets about the Company and its Associated Entities, including the employees, contractors, officers, agents, suppliers and clients of the Company and its Associated Entities;
- (c) disclosing Confidential Information, or using Confidential Information to your benefit or the benefit of a competitor of the Company and its Associated Entities, could materially harm the Company's and its Associated Entities' business;
- (d) the remuneration and other benefits payable to you under this Agreement include consideration in respect of your obligations under the Restraint Covenants;
- (e) the Restraint Covenants contained in this Agreement are reasonable in scope, duration and time, and reasonably necessary to protect the Company's and its Associated Entities' goodwill and legitimate interests and are not greater than is reasonably necessary for the proper protection of the legitimate interests of the Company and its Associated Entities, given the nature of their business;
- (f) the only effective, fair and reasonable manner in which the interests of the Company and its Associated Entities can be protected is by these Restraint Covenants and by application of the maximum enforceable duration and geographical area;
- (g) you have sought independent legal advice regarding the effect of the Restraint Covenants (or has had a reasonable opportunity to do so and has elected not to);
- (h) the remedy of damages may be inadequate to protect the Company's and its Associated Entities' legitimate business interests and the Company is entitled to seek and obtain injunctive relief, or any other remedy, in any court; and
- (i) the words "directly or indirectly" are to be given the widest possible interpretation and include (without derogation from their generality) such activities:
 - (i) through any association or arrangement with any person, relative, nominee or trust in or over which any interest or influence (absolute or partial) is held; and
 - (ii) through any agency (including without limitation where you work through an agency to provide services to a Restricted Client or to engage in a Restrained Business); and
 - (iii) irrespective of whether:
 - a. an agency approached you for work opportunities; or



- b. you approached an agency looking for work (including where you provide an agency with a resume, or a response to a job advertisement).

14.5 **Continuation**

- (a) In recognition of the importance of the obligations contained in this clause 14 for the protection of the Company's and its Associated Entities' legitimate business interests, this clause 14 will survive the termination of the employment and this Agreement in all circumstances, including repudiation by the Company of the remainder of this Agreement.

14.6 **No derogatory comments**

If your employment is terminated or ends, you must not make any derogatory comments about the Company to any person.

15 **Monitoring and Surveillance**

- (a) As a condition of using the Company's communication and information technology systems, you acknowledge and agree that from your Commencement Date:
 - (i) the Company may carry out continuous, ongoing monitoring, recording and surveillance of all communications carried or received on, and all use of, information technology systems and electronic resources of the Company in the course of your employment and (when using resources of the Company) outside the course of your employment;
 - (ii) the Company or any Group Member may carry out continuous, ongoing camera surveillance on and around the premises of the Company and in any other place in which you works; and
 - (iii) you will comply with all applicable laws and Company policies relating to the use of all communications, information technology and electronic resources.

16 **Conflict of Interest**

- (a) You are required to notify the Company of any conflict of interest or potential conflict of interest arising from other work you may wish to undertake while employed by the Company. Engaging in work for a business involved in the same industry as the Company is an example of real or potential conflict.
- (b) The existence of a conflict of interest or a failure to disclose a conflict of interest may lead to the termination of your employment.

17 **Privacy**

- (a) You must comply with all obligations regarding the collection, use and disclosure of personal and health information in accordance with applicable privacy and health laws and the Company's policy.
- (b) You consent to the Company collecting, using and disclosing your personal and health information for any lawful purpose relating to the business or your employment. The personal information will be held in a secure location. You consent



to the Company transferring the personal and health information outside the State of Victoria and Australia in the course of the Company's business activities.

- (c) You consent to the Company disclosing personal information about you to other persons and to those persons collecting, using or disclosing the personal and health information for reasons relating to your employment. Those persons include the Australian Taxation Office, superannuation fund trustees and administrators, contractors, bankers, insurers, medical or occupational practitioners, laboratory analysts, investigators, the Company's financial and legal advisers, potential purchasers of the Company or its assets and law enforcement bodies and regulatory authorities.

18 Intellectual Property

- (a) All Intellectual Property rights arising in relation to any Works created or developed by you in connection with your employment with the Company (whether alone or with others) will belong to the Company (as applicable) and you agree to immediately disclose to the Company all such Works.
- (b) All existing Intellectual Property rights, title and interest in all Works created or developed by you in connection with your employment (whether alone or with others) are vested in the Company and, upon their creation, all such future rights will vest in the Company. You agree to execute all documents and do all acts and things required or desirable to secure any Intellectual Property rights of the Company.
- (c) You consent (for the Company's benefit as applicable) to any and all acts or omissions (whether occurring before or after this consent is given) in relation to all Works made or to be made by you in the course of your employment which might otherwise infringe your Moral Rights in any or all of those Works.
- (d) You warrant that you have given this consent and undertaking genuinely, and without being subjected to any duress by the Company or any third party, and without relying on any representations other than those expressly set out in this Agreement.

19 Entire Agreement

This Agreement replaces all prior written and or oral agreements or understandings reached between you and the Company in relation to your employment and may only be varied by agreement in writing between the parties.

20 Governing Law

- (a) The law governing this Agreement is the law of Victoria.
- (b) The parties:
 - (i) irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria;
 - (ii) waive any rights to object to any proceedings being brought in the courts of Victoria; and
- (c) agree that any dispute arising out of or in connection with this Agreement may be litigated in the State of Victoria.



21 Definitions and Interpretation

21.1 Definitions

Each provision of this Agreement is severable from the others and the severance of a provision does not affect the remainder of this Agreement.

For the purpose of this Agreement:

'Award' means the modern award as defined in the Fair Work Act.

'Claims' includes all present and future actions, applications, cause of action claims, complaints, demands, suits, proceedings, liabilities, sums of money, damages, debts due, determinations, inquiries, judgments, verdicts and costs arising, that you have now or may have had in the future, whether directly or indirectly from or in any way related to the Previous Engagement, including but not limited to any entitlement to shares in the Company other than as set out in this Agreement, whether at law, in equity, arising under any statute, regulation or other legislative instrument or any award, workplace agreement or other instrument made or approved under any law, except for workers' compensation under applicable workers' compensation legislation and superannuation from which you cannot give a release under this Agreement.

'Client' includes any Person who, at the Termination Date:

- (i) is or was a Person to whom the Company or its Related Entities provide and/or provided Products or Services at any time during the 12 months prior to the Termination Date; or
- (ii) has entered into discussions or negotiations with the Company or its Related Entities at either the Person's own initiative or at the initiative of the Company or its Related Entities at any time during the 12 months prior to the Termination Date with a view to receiving Products or Services provided by the Company or its Related Entities and who had not notified the Company or its Related Entities at least 3 months prior to the Termination Date that they did not wish to receive such Products or Services (other than any act you have performed, indirectly or directly, in breach of the terms of this Agreement, to induce a Person to not receive such Products or Services).

'Company' includes all successors, assignees and transmittes of the Company.

'Confidential Information' means all information obtained in the course of your engagement with the Company under the Previous Engagement or this Agreement, that is by its nature confidential and includes (but is not limited to) the following, the Company's and its Related Entities'

'Fair Work Act' means the Fair Work Act 2009 (Cth)

'Group' means the Company and all Related Entities of the Company from time to time, jointly or severally and **Group Member** means any member of the Group.

'Industrial Instrument' includes a modern award, an enterprise agreement, or a transitional instrument as the term "transitional instrument" is defined in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth).



'Intellectual Property' means all forms of intellectual property rights throughout the world including copyright, registered patent, design, trade mark and Confidential Information, including know-how and trade secrets.

'Moral Rights' has the meaning given to it in the *Copyright Amendment (Moral Rights) Act 2000 (Cth)* and includes rights of integrity of authorship, rights of attribution of authorship and similar rights that exist or may come to exist anywhere in the world.

'Person' includes any natural person, company, partnership, association, trust, business, or other organisation or entity of any description and a Person's legal personal representative(s), successors, assigns or substitutes.

'Products' means any products produced, manufactured, sold or distributed (and prospective products to be produced, manufactured, sold or distributed) by the Company.

'Related Entity' means any entity connected with the Company by an interest in a common economic enterprise, including a Related Body Corporate an Associated Entity (as those terms are used in the Corporations Act 2001 (Cth)).

'Schedule' is a reference to the schedule included in the letter provided to you with this Agreement titled 'Offer of Casual Engagement' with the Company.

'Services' means any services offered or provided by the Company or its Related Entities.

'Termination Date' means the date this Agreement is terminated by the Company or you.

'Work(s)' means all inventions, designs, drawings, plans, software, hardware, reports, documents, systems, improvements and other materials, and includes all literary, dramatic, musical and artistic works and cinematographic films in which copyright subsists.

21.2 Interpretation

Headings are for convenience only, and do not affect interpretation. The following rules apply in interpreting this Agreement, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a policy, document or agreement, or a provision of a policy, document or agreement, is to that policy, document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a contravention or breach of any provision in this document includes any warranty of a party not being complete, true or accurate or a failure to meet any pre-employment condition;



- (iv) a party to this Agreement or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
- (v) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (vi) anything (including a right, obligation, or concept) includes each part of it.
- (b) If an example is provided (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (c) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (d) The expression **this Agreement** includes the agreement, recitals and schedules.
- (e) A reference to **Group** includes any member of the Group.
- (f) This Agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument. A party may execute this Agreement by signing any counterpart. The date on which the last counterpart is executed is the date of this Agreement. Communication of the fact of execution to the other parties may be made by sending evidence of execution by email. The parties consent to electronic execution of this document.

You will find a copy of this Agreement enclosed for your records. If you agree to the terms and conditions set out, please return the signed original to the Company.

Enclosed is a copy of a Fair Work Information Statement and a Casual Employment Information Statement.

Yours sincerely,

Robert Hogeland
Chief Executive Officer
Seisma Pty Ltd



DECLARATION

I, **Sheena Arora**, acknowledge that I have read and understood the terms and conditions outlined in this Agreement, and I agree to accept employment with the Company on the terms and conditions outlined in this Agreement.

Signature: Sheena Arora
Sheena Arora (Oct 8, 2024 12:47 GMT+10)

Name: Sheena Arora





Date: Oct 8, 2024

Schedule One

Item	Term	Details
1	Employer	Seisma Pty Ltd
2	Commencement Date	22/10/2024
3	Position	DevOps Engineer
4	Location	Level 6, 565 Bourke Street, Melbourne VIC 3000
5	Payment Frequency	Monthly in arrears according to the payment schedule of the Company. (Payment processed on the 15th of each month based on approved timesheets for the previous calendar month)
6	Hourly Rate <i>(Inclusive of Superannuation)</i>	\$80
7	Total Hourly Rate <i>(Inclusive of 25% Casual Loading & Superannuation)</i>	\$100
8	Daily Equivalent <i>(Assumes 8-hour day including 25% casual loading & Superannuation)</i>	\$800
9	Client	National Australia Bank Limited: Bourke Street, Docklands VIC 3008, or as required by the client.
10	Initial Project Name	Payments
11	Initial Project Description	-
12	Initial Project Duration (Estimate)	5 months (with the potential for further extension)
13	Special Conditions	Not applicable

Important information about your pay and conditions

Employees in Australia have entitlements and protections at work, under:

Fair Work Laws	Awards	Enterprise agreements	Employment contracts
			
<ul style="list-style-type: none"> ▶ set minimum entitlements for all employees ▶ includes the National Employment Standards 	<ul style="list-style-type: none"> ▶ set minimum pay and conditions for an industry or occupation ▶ cover most employees in Australia 	<ul style="list-style-type: none"> ▶ set minimum pay and conditions for a particular workplace ▶ negotiated and approved through a formal process 	<ul style="list-style-type: none"> ▶ provide additional conditions for an individual employee ▶ can't reduce or remove minimum entitlements

Find your award at fairwork.gov.au/awards

Check if your workplace has an enterprise agreement at fwc.gov.au/agreements



Other information statements

Your employer may also need to give you other information statements when you start work or enter into a fixed term contract.

For **casual employees**, this includes the Casual Employment Information Statement. You can find it at fairwork.gov.au/ceis

For employees **engaged on a fixed term contract**, this includes the Fixed Term Contract Information Statement.

You can find it at fairwork.gov.au/ftcis



Your pay

Your **minimum pay rates** are in your **award or enterprise agreement**. If there isn't an award or agreement for your job, you must get at least the National Minimum Wage. Minimum pay rates are usually updated yearly.

Find out what you should get at fairwork.gov.au/minimum-wages

National minimum wage
From 1 July 2024



\$24.10 per hour or \$915.90 per week
(based on a 38 hour week)
for full-time employees



\$24.10 per hour
for part-time employees



\$30.13 per hour
for casual employees

This is the **adult minimum rate for employees with no award or enterprise agreement**. Lower rates may apply to juniors, apprentices and trainees. They also may apply to employees with disability if their disability affects their productivity. Lower rates may also apply under some awards. For example, introductory rates might apply for a limited time after an employee starts their job. **You can't agree to be paid less** than the minimum pay rates that apply for your job.



Use our free calculators to check your pay, leave and termination entitlements. Visit fairwork.gov.au/pact



Who can help?

Fair Work Ombudsman

- ▶ has information and advice about pay and entitlements
- ▶ provides free calculators, templates and online courses
- ▶ helps fix workplace problems
- ▶ enforces workplace laws and seeks penalties for breaches of workplace laws.

Visit the Fair Work Ombudsman at fairwork.gov.au
or call on 13 13 94.

Fair Work Commission

- ▶ deals with disputes about a range of issues, including unfair dismissal, bullying, sexual harassment, discrimination and 'adverse action' at work
- ▶ approves, varies and terminates enterprise agreements
- ▶ makes, reviews and varies awards
- ▶ issues entry permits and resolves industrial disputes
- ▶ regulates registered organisations.

Visit the Fair Work Commission at fwc.gov.au
or call on 1300 799 675.



National employment standards

The National Employment Standards (NES) are minimum entitlements that apply to all employees. NES entitlements include the right to be given certain information statements. You also have the right to request flexible working arrangements, and a right to get superannuation contributions from your employer. The table below summarises other NES entitlements. Rules and exclusions apply. **Your award or agreement may provide more.** Find more information on the NES at fairwork.gov.au/nas

	Full-time and part-time employees	Casual employees
Annual leave	✓ 4 weeks paid leave each year. Part-time employees get a pro rata amount. Eligible shift workers get 1 extra week.	✗ No entitlement to paid annual leave.
Personal leave (Sick or carer's leave)	✓ 10 days paid leave each year. Part-time employees get a pro rata amount.	✗ No entitlement to paid personal leave.
Carer's leave	✓ If all paid personal leave has been used, employees can take 2 days unpaid leave on each permissible occasion.	✓ 2 days unpaid leave on each permissible occasion.
Compassionate leave	✓ 2 days paid leave on each permissible occasion.	✓ 2 days unpaid leave on each permissible occasion.
Family and domestic violence leave	✓ 10 days paid leave each year.	✓ 10 days paid leave each year.
Community service leave Jury duty Voluntary emergency management activities	✓ 10 days paid leave with make-up pay and unpaid leave as required for jury duty. ✓ Unpaid leave to engage in eligible community service. This includes voluntary emergency management activities.	✓ Unpaid leave as required for jury duty. ✓ Unpaid leave to engage in eligible community service. This includes voluntary emergency management activities.
Long service leave	✓ May be entitled to long service leave under the NES, an enterprise agreement or under state or territory laws. Amount and eligibility rules vary.	✓ May be entitled to long service leave under the NES, an enterprise agreement or under state or territory laws. Amount and eligibility rules vary.
Parental leave Eligible after 12 months employment	✓ 12 months unpaid leave. Can extend up to 24 months with employer's agreement.	✓ 12 months unpaid leave for regular and systematic casuals. Can extend up to 24 months with employer's agreement.
Maximum hours of work	✓ Full-time employees – 38 hours each week plus reasonable additional hours. ✓ Part-time employees – 38 hours or the employee's ordinary weekly hours, whichever is less. They may work reasonable additional hours.	✓ 38 hours or the employee's ordinary weekly hours, whichever is less. They may work reasonable additional hours.
Public holidays	✓ A paid day off if you'd normally work that day. If asked to work you can refuse, if it's reasonable to do so.	✓ An unpaid day off. If asked to work you can refuse, if it's reasonable to do so.
Notice of termination	✓ 1 to 5 weeks notice (or pay instead of notice) based on length of employment and age.	✗ No entitlement to notice of termination.
Redundancy pay Eligible after 12 months employment	✓ 4 to 16 weeks pay based on length of employment. Some exclusions apply.	✗ No entitlement to redundancy pay.
Casual conversion	✗ Not applicable.	✓ The right to become a full-time or part-time employee in some circumstances.



Flexibility

After 12 months employment, you may have the right to make a written **request for flexible working arrangements**. This includes if you're pregnant, 55 or over, a carer, have a disability, are experiencing family and domestic violence, are supporting a member of your immediate family or household who is experiencing family and domestic violence, or are the parent of, or have caring responsibilities for, a child of school age or younger. Employers need to follow certain rules for responding to a request for flexible work arrangements, including responding in writing within 21 days. Find out more about the rules for flexible working arrangements at fairwork.gov.au/flexibility

You and your employer can also **negotiate an individual flexibility arrangement**. This would change how certain terms in your award or enterprise agreement apply to you. An individual flexibility arrangement must be a genuine choice, it can't be a condition of employment. The arrangement must leave you better off overall.



Right of entry

Union officials with an entry permit can enter the workplace to talk to workers that they're entitled to represent. They can also enter to investigate suspected safety issues or breaches of workplace laws.

They must comply with certain requirements, such as notifying the employer, and can inspect or copy certain documents. Strict privacy rules apply to the permit holder and their organisation. They also apply to your employer. The rules protect your personal information. Find out more about entry permits at fwc.gov.au/entry-permits



Agreement making

Employers and employees (or their representatives, like a union) can negotiate for an agreement for their workplace. This process is called 'bargaining' and must follow set rules. The Fair Work Commission checks and approves agreements. For information about making, varying, or terminating an enterprise agreement visit fwc.gov.au/agreements



Transfer of business

If a transfer of business occurs, your employment with your old employer ends. If you're employed by the new employer within 3 months to do the same (or similar) job, some of your entitlements might carry over. This may happen if, for example, the business is sold or work is outsourced. Find out about the rules for a transfer of business at fairwork.gov.au/transfer-of-business



Protections at work

All employees have protections at work. You can't be treated differently or worse because you have or exercise a workplace right. For example, the right to request flexible working arrangements, take leave, or make a complaint or enquiry about your employment.

You have the right to join a union or choose not to, and to take part in lawful industrial activity or choose not to.

You have the right to talk about (or not talk about) your current or past pay. You can also discuss the terms and conditions of employment that would be needed to work out your pay, such as your hours of work. You can also ask other employees about their pay and terms and conditions of employment, but they don't have to tell you.

You have protections when you're temporarily away from work due to illness or injury. You are also protected from discrimination, bullying, sexual harassment, coercion, misrepresentation, sham contracting, and undue influence or pressure. Find out more about your protections at work at fairwork.gov.au/protections

Find information about bullying and harassment at fairwork.gov.au/bullying-harassment



Ending employment

When your employment ends, your final pay should include **all outstanding entitlements**. This includes wages, unused annual leave and long service leave.

You may be entitled to **notice of termination**, or pay instead of notice. If you're dismissed for serious misconduct, you're not entitled to notice. If you resign you may have to give your employer notice. You can check if notice is required and what should be in your final pay.

Visit fairwork.gov.au/ending-employment

If you think your **dismissal was unfair or unlawful**, you have **21 calendar days** to lodge a claim with the Fair Work Commission. Rules and exceptions apply. Find out more about unfair dismissal at fwc.gov.au

Did you know?

You can create a free **My account** to save your workplace information in one place. Visit fairwork.gov.au/register

You can find **free online courses** to help you start a new job or have difficult conversations at work.

Go to fairwork.gov.au/learning

You can access a wide range of **free tools and resources**. This includes templates, best practice guides and fact sheets. Find them at fairwork.gov.au/tools-and-resources

IMPORTANT: New casual employees also need to be given the **Fair Work Information Statement**.

Visit www.fairwork.gov.au/fwis



Who is a casual employee?

You are a casual employee if you meet all the following criteria:

- you are offered a job
- the employer makes **no firm advance commitment** that the work will continue indefinitely with an agreed pattern of work, and
- you accept the offer knowing that there is **no firm advance commitment** and become an employee.

Whether you're a casual employee is assessed **at the time** you are offered and accept the job.

What is 'no firm advance commitment'?

To work out if your employer made **no firm advance commitment** when offering you the job, **only 4 factors are to be considered**. They are whether:

- ▶ your employer can choose to offer you work and it's your choice whether to work or not
- ▶ you'll be offered work when your employer needs you to work
- ▶ your employment is described as casual
- ▶ you'll be paid a casual loading or a specific pay rate for casual employees.

There isn't 1 deciding factor and you don't need all 4 of them for there to be 'no firm advance commitment'. It's about weighing up the factors that are there (and those that aren't) and deciding whether overall your employer was or wasn't intending to make a firm advance commitment.

Example of 'no firm advance commitment'

Priya is offered a job as a shop assistant. The job was advertised as a casual position.

The shop owner says Priya will need to work when the shop is busy or other staff are on leave. When business is quiet, Priya will get less work. Priya will be offered shifts a week in advance and the shifts will vary week-to-week. Priya can decline shifts if she wants to. Priya's pay rate will include a casual loading. Priya accepts the job.

There was 'no firm advance commitment' in Priya's situation. Her employer didn't commit to giving Priya ongoing work. The shop owner made it clear that Priya's shifts could vary, and that Priya wasn't obligated to accept shifts. The job was advertised as casual and Priya will be paid a casual rate of pay. Because this was clear at the time Priya was offered and accepted the job, she is considered a casual employee.

Note: Sometimes casual employees work a regular pattern of hours. This doesn't mean they're permanent (full-time or part-time), but if the arrangements continue, they might be entitled to casual conversion in the future (usually after 12 months).



How do I become a permanent employee if I'm a casual employee?

Under the National Employment Standards (NES), some casual employees have the right to become a permanent (full-time or part-time) employee. This is known as 'casual conversion'.

Some casual employees must be offered casual conversion by their employer while others can only request it. You must have completed 12 months of work and meet other criteria.

The next page outlines when your employer has to offer you casual conversion, and when you are entitled to request it.

Small businesses

If you are employed by a **small business** (fewer than 15 employees), your employer does not have to offer you casual conversion. However, in some circumstances you're still entitled to request it.

The next page outlines when you are entitled to request casual conversion if you work for a small business.



In writing

Under the NES, all offers, requests, refusals, and responses for casual conversion must be **in writing**. 'In writing' can include handwritten, printed, and electronic (for example, email) formats.

Some casual employees will be covered by awards and agreements with additional casual conversion entitlements. Go to www.fairwork.gov.au/casual for more information.



Need help?

Not sure if you're covered by an award or agreement? Visit www.fairwork.gov.au/awards and www.fairwork.gov.au/agreements



Does my employer have to offer me casual conversion?

Only businesses with 15 or more employees have to offer casual conversion to their casual employees.

They **have to offer** you casual conversion if you meet all the following criteria:

- ☒ you've been employed by them for **12 months**
- ☒ you've worked a **regular pattern of hours** on an ongoing basis for at least the last **6 months**, and
- ☒ you could continue working that regular pattern of hours as a permanent employee **without significant changes**.

Your employer **doesn't have to offer** you casual conversion if one of the following applies to you:

- ☒ there are **reasonable grounds** for your employer not to offer you casual conversion, or
- ☒ you haven't worked a regular pattern of hours for at least the last 6 months.

What your employer needs to do

- **If you are eligible for casual conversion** – Make the offer to you, in writing, within 21 days after your 12-month anniversary.
- **If they aren't offering casual conversion** – Tell you the reasons why in writing, within 21 days after your 12-month anniversary.

What you need to do

- **If your employer offers you casual conversion** – Respond in writing within 21 days. You can accept or decline the offer.
- **If you disagree with their decision not to offer you casual conversion** – Follow the steps outlined in the 'What if there is a disagreement?' section on the next page.

Example of 'regular pattern of hours'

Alex is a casual employee who works every Friday and Saturday night at a restaurant on a regular basis. His hours and days don't change.

Over a 6-month period, Alex misses 2 shifts due to illness. By agreement with his employer he also takes 1 week off during uni exams.

Even though Alex has taken some time off, this still meets the definition of a 'regular pattern of hours'.



More information

For more information about casual employment and casual conversion, go to www.fairwork.gov.au/casual and www.fairwork.gov.au/casualconversion



Can I request casual conversion?

You are entitled to request casual conversion if you meet all the following criteria:

- ☒ you've worked for the business for at least **12 months and 21 days** (12 months if you work for a **small business**)
- ☒ you've worked a **regular pattern of hours** on an ongoing basis for at least the last **6 months**
- ☒ you could continue working that pattern of hours as a permanent employee without significant changes, and
- ☒ during the **last 6 months** you haven't:
 - refused an offer of casual conversion
 - been told you aren't being offered casual conversion due to reasonable grounds, or
 - made a request for casual conversion that was refused on reasonable grounds.

What you need to do

- **If you are eligible and want to request casual conversion** – Make the request in writing.

What your employer needs to do

- **If they are granting your request** – Consult with you and respond in writing within 21 days of receiving your request.
- **If they are refusing your request on reasonable grounds** – Consult with you and tell you the reasons why in writing within 21 days of receiving your request. If you meet the criteria again in 6 months, you can make another request then.

? What are 'reasonable grounds'?

What counts as 'reasonable grounds' will depend on your circumstances and your employer's circumstances.

They can include that within the next 12 months:

- your position won't exist
- your hours of work will significantly reduce
- the days or times your employer needs you to work will change significantly, and you won't be available to work the revised schedule.

Reasonable grounds can also include that making the offer or granting the request would not comply with a recruitment or selection process required by or under a Commonwealth, State or Territory law.

What if I disagree with my employer about casual conversion?

If you and your employer have a disagreement about casual conversion, including the rules and requirements for making (or not making) a request or an offer, there are steps you can take to resolve it.

Depending on your circumstances, you may be able to have someone to support or represent you through the dispute process (which could include a union entitled to represent you).

Step 1. First, check if you're covered by an **award or agreement**. Not sure? Visit www.fairwork.gov.au/awards and www.fairwork.gov.au/agreements

- If you are covered by an award or agreement, you need to follow the process that it sets out for dealing with disputes about the National Employment Standards (NES). See the 'Who can help?' section below if you need further help.
- If you're not covered by an award or agreement, move to step 2.

Step 2. If you aren't covered by an award or agreement you need to check if your **employment contract** or any **other kind of written agreement** has a process for dealing with disputes about the NES or casual conversion.

- If it does, you need to follow the process that it sets out for dealing with the dispute. See the 'Who can help?' section below if you need further help.
- If it doesn't, move to step 3.

Step 3. If the dispute resolution processes in **steps 1 and 2 don't apply to you**, try to resolve the disagreement directly with your employer by discussing it with them (you can use our free courses linked below to help you do this). If you can't resolve the issue this way, see the 'Who can help?' section below for where you can get help.

Get help with conversations

Find free online courses to help you have conversations at work (including about casual conversion) at www.fairwork.gov.au/learning

WHO CAN HELP?

If you'd like information or assistance, or you have an unresolved dispute, a third party may be able to help. Depending on your situation and how you want to resolve the issue, there are a few different places that can help you.

The Fair Work Ombudsman and Fair Work Commission can help.

You can also seek help from the Federal Circuit and Family Court in some situations.

FAIR WORK OMBUDSMAN

- provides information and advice about your employment type (casual or permanent)
- provides information and advice about rights, pay and entitlements of casual employees, including casual conversion entitlements
- has free calculators, templates and online courses
- helps fix workplace problems
- enforces workplace laws and seeks penalties for breaches of workplace laws.

www.fairwork.gov.au - 13 13 94

FAIR WORK COMMISSION

- deals with disputes about casual conversion (if you are not able to resolve them directly with your employer)
- can deal with your dispute through mediation, conciliation, making a recommendation or expressing an opinion
- if you and your employer agree, can deal with your dispute through arbitration (making a binding decision).

www.fwc.gov.au - 1300 799 675

FEDERAL CIRCUIT AND FAMILY COURT OF AUSTRALIA (SMALL CLAIMS COURT)

You can seek help from the small claims court of the Federal Circuit and Family Court if your casual conversion dispute is about whether:

- you meet the requirements for your employer to make an offer to you to become a permanent employee
- you meet the requirements to request casual conversion
- your employer has reasonable grounds to not offer casual conversion
- your employer has reasonable grounds to refuse your request for casual conversion.

www.fcfcoa.gov.au - 1300 352 000