



OPERA BAR

FULL-TIME EXISTING EMPLOYEE

AWARD COVERED NON-MANAGERIAL CONTRACT OF EMPLOYMENT ("AGREEMENT")

PARTIES

Name	THE TRUSTEE FOR FOOD PASSION UNIT TRUST NO 2 & The trustee for Gallas Family Trust & THE TRUSTEE FOR THE OPERA BAR TRUST
ABN	47246603947
Description	Company
Address	Lower Concourse, Sydney, NSW, 2000, Australia
Name	Abishkar Rai
Description	Employee or You
Address	24/323 Forest Road HURSTVILLE NSW 2220 Australia

1. Appointment and Term

1.1 The Company appoints you, and you agree to serve, in the full time permanent position specified in Schedule 1, or such other position agreed between the parties in writing from time to time.

1.2 Your employment will commence on the commencement date specified in Schedule 1 (or such other date as advised by the Company in writing) and continue until terminated in accordance with this Agreement.

1.3 The location of your work will be as outlined in Schedule 1, or such other location as directed by the Company. You may be required to undertake travel as part of your duties.

1.4 The terms and conditions of your employment will be governed by this employment agreement ("Agreement") and, where applicable, the industrial instrument named in Schedule 1 ("Award"). The Award does not form part of your contract of employment.

2. Employee's Warranties

2.1 You warrant that:

- (a) You possess the skills required to carry out the duties required of your position, and any representations made by you as to your qualifications and experience are true and correct;
- (b) You have disclosed to the Company the particulars of any restraint or restriction which may affect your performance of this Agreement; and
- (c) In entering into this Agreement, you have not relied on any direct or indirect conduct or representation of the Company or any of its directors, servants, agents (or anyone authorised by any of them), other than the terms expressed in this Agreement.
- (d) You are legally entitled to work in Australia, and agree to produce the appropriate documentation upon request from the

Company including, but not limited to:

- i) Australian birth certificate
- ii) Certificate of Australian citizenship
- iii) Australian or New Zealand passport; or
- iv) Evidence of permanent resident status
- v) Other document(s) appropriate to your circumstance
- vi) An appropriate visa with working rights

2.2. During your employment you must maintain any licenses necessary to fulfil the inherent requirements of your role. You warrant that you will inform the Company if your license is cancelled, revoked, suspended or expires without being replaced. In the event you no longer hold the appropriate licenses required to fulfil the requirements of your role, you acknowledge that this may be considered a repudiation of this Agreement and may result in termination of your employment.

3. Probation Period

3.1 Your employment will initially be subject to the probation period specified in Schedule 1.

3.2 The probation period does not alter the minimum employment period specified in the *Fair Work Act 2009* (Cth) ("**Act**").

3.3 Your employment may be subject to review during the probationary period.

3.4 Unless terminated pursuant to this Agreement, your employment will continue after the expiry of the probationary period.

3.5 The Company may terminate your employment during your probationary period by giving you 1 weeks' notice (or payment in lieu of notice). If you wish to terminate your employment during the probationary period, you must provide 1 weeks' notice.

4. Duties and Responsibilities

4.1 You may be given an outline of your duties immediately prior to or on the commencement of your employment. The outline is not intended to be an exhaustive list of the duties you may be required to perform, rather an indication of the kinds of duties that fall within the scope of the position.

4.2 You also have general duties to:

- (a) Report to the person(s) named in Schedule 1 or to such other person as the Company may require or direct from time to time;
- (b) Serve the Company faithfully and diligently;
- (c) Act in the Company's best interests at all times;
- (d) Refrain from acting, or being seen to act, in conflict with the Company's best interests;
- (e) Comply with reasonable directions given to you by the Company;
- (f) Exhibit a professional and courteous attitude when dealing with the Company, its customers, employees, suppliers and other members of the public;
- (g) Perform the duties assigned to you to the best of your abilities and knowledge;
- (h) Ensure you are performing solely work related activities in work time; and
- (i) Comply with all reasonable requests to perform any additional duties.

5. Company Policies and Procedures

5.1 You acknowledge and agree:

- (a) That you will comply with all Company policies in place as amended from time to time;
- (b) The Company may at any time review, implement, vary and/or terminate policies at any time at its sole discretion;
- (c) The Company's policies do not form part of your contract of employment; and
- (d) Failure to comply with the Company's policies may result in disciplinary action, up to and including dismissal.

6. Hours

6.1 You may be rostered to work on any day of the week, Monday to Sunday.

6.2 You are required to work a core period of thirty-eight (38) ordinary hours per week. You are also required to work such reasonable additional hours that the Company requires to fulfil your duties and meet our operational requirements.

7. Remuneration

7.1 You will be paid the annual base salary as outlined in Schedule 1 ("**Salary**") (which is exclusive of superannuation).

7.2 Your Salary compensates you for your core hours of work of thirty-eight (38) ordinary hours per week. All hours that you work in excess of thirty-eight (38) ordinary hours per week will be paid at the hourly rate of pay outlined in Schedule 1 ("**Hourly Rate**"). You will not be paid any penalty rates, overtime, allowances or loadings.

7.3 Your Salary and Hourly Rate may be increased by the Company from time to time, to meet legislative minimum requirements and/or at the Company's discretion. Any such amendments will be confirmed by the Company in writing.

8. Superannuation

8.1 The Company will make superannuation payments on your behalf in accordance with its statutory obligations (as amended from time to time). Payments will be made into your stapled superannuation fund or a complying superannuation fund of your choice.

9. Annual Leave

9.1 You are entitled to accrue up to four weeks of annual leave progressively during each year of service, based on your ordinary hours of work, plus any additional leave in accordance with the Award.

9.2 Annual leave is to be taken at a time mutually agreed between the parties subject to the operational requirements of the Company, provided that requests for annual leave at particular times will not unreasonably be refused. Request for annual leave will usually be required in writing. The Company may direct you to take a period of annual leave at particular times (e.g. annual shutdown periods or where you have accrued but not used an excessive amount leave) in accordance with the Act.

9.3 You will be entitled to receive payment for the balance of any unused annual leave upon termination of your employment.

10. Personal/Carer's Leave

10.1 Personal/carer's leave includes personal sick leave and carer's leave.

10.2 You are entitled to accrue up to 10 days of personal/carer's leave progressively during each year of service, based on your ordinary hours of work.

10.3 Paid personal/carer's leave may be taken because of a personal illness or injury or to provide care or support to a member of your immediate family or household because of a personal illness or injury or an unexpected emergency affecting that member.

10.4 You may be entitled to a period of up to two (2) days' unpaid carer's leave for each occasion when a member of your immediate family or household requires care or support because of a personal illness or injury or an unexpected emergency affecting that member in the event that you have exhausted your paid carer's leave entitlement.

10.5 If you are unable to attend work due to personal injury or illness, or because you need to care for a family or household member, you are required to advise the Company as soon as practicable before (or as soon as practicable after) your scheduled start time of your inability to attend, the nature of the illness, injury or emergency and the expected duration of the absence.

10.6 To be entitled to a period of paid or unpaid personal leave, the Company may require you to provide satisfactory documentary evidence in accordance with the Award or applicable legislation.

11. Other Leave

11.1 Compassionate Leave

You will be entitled to a period of up to two (2) days' paid compassionate leave for each occasion when a member of your immediate family or household contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life, or dies. To be entitled to a period of compassionate leave, the Company may require you to provide satisfactory documentary evidence of the illness, injury or death.

11.2 Parental Leave

Employees are eligible for parental leave in accordance with the Act.

11.3 Long Service Leave

Employees are eligible for long service leave in accordance with the applicable State legislation.

12. Public Holidays

12.1 The following days are public holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Christmas Day and Boxing Day, and any other gazetted public holidays in the relevant State or territory in which you are employed.

12.2 The Company may request that you work on a particular Public Holiday. You may refuse the request if you have reasonable grounds for doing so, in accordance with the law.

12.3 Where you are normally rostered on to work on a day a Public Holiday, you will be paid for that day, even if you do not work.

12.4 Where you are required to work a Public Holiday, you will be entitled to:

- (a) Paid time off that is equal length to the time worked on the public holiday; or
- (b) The equal length of time worked to be added to your annual leave entitlement.

Where you are required to work a Public Holiday, you will be entitled to:

- (a) Be paid an extra day's pay; or
- (b) Be provided with an alternative day off within 28 days; or
- (c) Receive an additional day of annual leave

13. Reasonable Expenses

13.1 The Company will reimburse you for any authorised and reasonable business related expenses which you incur, subject to you providing tax receipts or other documentary evidence acceptable to the Company.

14. Deductions

14.1 At any time during your employment, or on termination, howsoever arising, the Company may deduct from any monies due to you (excluding any monies that must be paid to you by law) any monies you owe the Company including, but not limited to, any overpayment of wages or allowances, outstanding loans, advances, and any other monies owed by you to the Company.

14.2 You will be advised, in writing, of the reasons for and amount of any monies deducted.

15. Company Property

15.1 Unless expressly agreed in writing (e.g. where an item is provided as a bonus or benefit), all items provided during your employment remain the property of the Company (or such other person as may be its legal owner) ("**Company Property**").

15.2 Upon termination (or at any time upon request by the Company), you are to immediately:

- (a) Return to the Company all Company Property which is in your possession, custody or control; and
- (b) Return or or destroy (subject to the Company's direction) any records or items containing Confidential Information (including but not limited to electronic records).

15.3 The Company may require you, and you agree to, if required by the Company, provide an undertaking or execute a statutory declaration confirming your compliance with sub-clause 16.2. Where it does so, it may withhold any payment due to you until you have complied with that request.

16. Employee Conduct

16.1 Dress Code

Consistent with the culture of the Company, you will be expected to present for work well-dressed and groomed so as to reflect the professional image of the Company. The Company may issue directions or policies about personal grooming from time to time.

16.2 Punctuality

You are required to be present and ready to commence work at your rostered starting time. The Company considers lack of punctuality a serious performance issue.

16.3 Personal Telephone Calls

Except with permission or in cases of emergency, you should not make personal telephone calls during work time. The duration of any personal telephone calls must be kept to an absolute minimum.

16.4 Use of Work Computer

If you have access to a work computer, you must only use that facility strictly for work related purposes, in accordance with any policies and guidelines issued by the Company from time to time.

16.5 Alcohol, Drugs and Smoking

If you attend work under the influence of, or affected by, alcohol and/or drugs, or otherwise engage in unlawful activity involving alcohol, drugs or both on the Company's premises, you may be subject to disciplinary action up to, and including, summary dismissal and may be reported to the Police.

Alcohol or drugs must not be consumed or used on the premises without the express permission of the Company.

The Company has a no-smoking policy. Smoking is not permitted on the Company's premises.

17. Workplace Health and Safety

17.1 You must act in accordance with the workplace health and safety ("**WHS**") legislation relevant to your State or territory and the Company's WHS policies and procedures.

17.2 If you are considered unfit to safely perform your duties, whether due to the effects of drugs and/or alcohol or for any other reason, you may be stood down immediately and the Company may require you to undertake a medical examination and obtain a fitness clearance before allowing you to undertake any further work. If you are stood down part way through a shift, you will only be paid for the remainder of that shift (unless terminated in accordance with clause 23).

18. Authorisation to redeem gaming machine tickets

18.1 By signing this employment agreement, in accordance with the *Gaming Machines Regulation 2019* (NSW) and where applicable you are authorised to redeem gaming machine tickets in the location of your work as outlined in Schedule 1, or such other location as directed by the Company. This authorisation is made by the person(s) named as Manager in Schedule 1 or such other person(s) as the Company may require or direct from time to time.

19. Other Employment

19.1 You must not undertake any appointment, position or work during your employment with the Company without the prior written consent of the Company.

20. Confidentiality

20.1 You must not, at any time during or after the termination of your employment for any reason, directly or indirectly disclose or use (or attempt to disclose or use) any Confidential Information for your own benefit or the benefit of any other person or entity.

20.2 This restriction does not apply to information that is:

- (a) Used or disclosed in the proper course of you performing your duties for the Company;
- (b) Used or disclosed with the Company's prior written consent;
- (c) Required by law to be disclosed; or
- (d) In the public domain, other than through your breach of this Agreement.

20.3 You must ensure secure custody of Confidential Information in your possession or control, and use your best endeavours to prevent the use or disclosure of Confidential Information in a manner contrary to this Agreement.

20.4 For the purposes of this clause and Agreement, "Confidential Information" includes (but is not limited to) the following:

- (a) Trade secrets of the Company;
- (b) Information about the business and affairs of the Company such as products of the Company, services offered by the Company, financial accounts and reports of the Company and its customers, marketing and/or strategy plans, client proposals, sales plans, client prospects, information about fees, pricing information, supplier lists, research, financing, inventions, designs, procedures or

- processes, security information, sales and training materials, and operational information and methods;
- (c) Information about customers of the Company, such as their specific requirements, arrangements and past dealings with the Company;
- (d) Customer names and addresses, customer lists, business cards and diaries, calendars or schedules;
- (e) Computer databases and computer software; and
- (f) All other information obtained from the Company or obtained in the course of your employment with the Company, that is by its nature confidential.

21. Intellectual Property and Moral Rights

21.1 All Intellectual Property rights arising in relation to any Works created or developed by you in connection with your employment (whether alone or with others) will belong to the Company, and you agree to immediately disclose to the Company all such Works

21.2 You acknowledge and agree that 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 for the Company.

21.3 You consent (for the Company's benefit) 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.

21.4 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.

21.5 For the purposes of this Agreement:

(a) "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.

(b) "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.

(c) "Works" means all inventions, designs, drawings, plans, software, hardware, reports, documents, systems, improvements and other materials.

22. Termination on Employment

22.1 Termination with Notice

Subject to Clause 4 – Probationary Period and Clause 23.2 below, either party may terminate the employment by giving the amount of notice specified Table 1 below, provided that, if you are over 45 years of age and have completed more than two (2) years' continuous service with the Company, the periods of notice below are increased by one (1) week (but only where the Company initiates the termination). The Company may pay an equivalent amount in lieu of notice, at its discretion.

If you fail to give the required notice of termination, the Company may withhold from any monies due to you on termination under the Award or the NES, an amount not exceeding the amount you would have been paid under the Award in respect of the period of notice required by this clause less any period of notice actually given by you.

Table 1. Notice of Termination

Continuous Notice

Service	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

22.2 Termination without Notice

Despite any other provisions of this Agreement, in cases of serious misconduct, the Company may dismiss you without giving notice (or making payment in lieu). Circumstances which may amount to serious misconduct include, but are not limited to, the following:

- (a) Engaging in dishonest conduct or other gross misconduct (including, but not limited to theft or assault), or gross incompetence or wilful neglect of duty, or if you committing any other serious breach of any of the provisions of this Agreement;
- (b) Committing or assisting in the commission of an act of fraud or criminal offence; or
- (c) Acting in a manner (whether in the course of your duties or otherwise) which, in the Company's view, does or is likely to bring you or the Company into serious disrepute.

23. Non-solicitation and non-compete

23.1 Without the Company's prior written consent, from the date your employment ends, you are not to solicit or attempt to solicit business from any Customer for the Restraint Period.

23.2 Without the Company's prior written consent, from the date your employment ends, you are not to solicit, attempt to solicit, entice or encourage any Company Representative to leave their engagement with the Company for the Restraint Period.

23.3 Without the Company's prior written consent, from the date your employment ends, you are not to encourage, condone or entice any other person or entity, in which you are interested or by which you are engaged, to engage in conduct which, if you engaged in such conduct personally, would cause you to breach this clause.

23.4 In this clause:

(a) "Restraint Period" means:

- i) 9 months;
- ii) 6 months;
- iii) 3 months;
- iv) 1 month.

(b) "Customer" means any person or entity:

- i) to which the Company provided services during your employment;
- ii) with which the Company had direct dealings during your employment in relation to the provision (or proposed provision) of services by the Company to the person or entity; or
- iii) which referred business to the Company during your employment.

(c) "Competitor" means any business engaged in the Hospitality industry within a radius of:

- i) 25 kilometres from the workplace of the Company in which you were employed;
- ii) 15 kilometres from the workplace of the Company in which you were employed;
- iii) 7.5 kilometres from the workplace of the Company in which you were employed;
- iv) 3 kilometres from the workplace of the Company in which you were employed.

(d) "Company Representative" means:

- i) Any director or person involved in the management of the Company;
- ii) Any employee of the Company who has knowledge of Confidential Information or who reported to you or who was engaged in sales or marketing activities during your employment;
- iii) Any employee of the Company; and
- iv) Any independent contractor of the Company.

23.5 The restrictions in this clause apply to conduct which is either direct or indirect (e.g. done through an agent of any kind) and regardless of whether the conduct is engaged in for your own benefit or for the benefit or on behalf of any other person or entity.

23.6 Each of the covenants in this clause will be construed and have effect as if it were the number of separate covenants which results from combining each covenant with each sub-section of the definition in this clause for each defined term referred to in the covenant, with each such resulting covenant being severable from each other such resulting covenant. If any such resulting covenant will be invalid or unenforceable for any reason, such invalidity or unenforceability will not prejudice or in any way affect the validity or enforceability of any other such resulting covenants.

24. Set Off

24.1 If the Award, any industrial instrument, the Act or any legislation applies to your employment at any times:

- (a) Your Salary, payments made at the Hourly Rate and any other monetary amount paid to you under this Agreement includes compensation for any, and will fully satisfy, your minimum entitlements (including minimum rates, allowances, overtime, penalty rates, annual leave loading, rest periods after working overtime, time off instead of payment for overtime, make-up time, and any other entitlement which requires the payment of a monetary amount taking into account your days and hours of work), which may be or become due to you under the Award, the industrial instrument, the Act or any legislation;
- (b) If any entitlement arises under the Award, the industrial instrument, the Act or any other legislation that entitlement will be calculated by reference to the applicable rate of pay in the industrial instrument;
- (c) Your Salary, payments made at the Hourly Rate and any other monetary amount paid to you under this Agreement, or any part or portion of those amounts, is available to be set-off against, and applies to, satisfies and discharges any minimum entitlements or other benefits that you are or may become entitled to for work performed during any and all pay periods;
- (d) Provision for the payment of your Salary, payments made at the Hourly Rate and the payment of any other monetary amount to you under this Agreement does not constitute an annualised wage arrangement for the purposes of the Award; and
- (e) The Award, the industrial instrument, the Act or any other legislation will apply to your employment as a matter of law and will not form part of this Agreement.

25. Severability and Entire Agreement

25.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior understanding or agreements whether oral or in writing. Any amendment to the Agreement must be agreed to in writing by the parties.

25.2 Should part of this Agreement be deemed illegal or unenforceable it will be severed from the Agreement and will not affect the enforceability of the remaining parts of the Agreement.

26. Governing Law

26.1 This Agreement will be governed by and construed in accordance with the laws of the State of the location of employment specified in Schedule 1.

SIGNING PAGE
Executed as an agreement

Signature of Employer Representative

**Name (Print): Sarah
Maxwell**

**Title: People &
Performance Director**

Date: 21 November 2022

SIGNED by Abishkar Rai

Signature of Employee

**Name
(Print): Abishkar
Rai**

**Date: 21
November 2022**

Employee signature required
Click yellow 'Sign' button below to sign

SCHEDULE 1

Item 1	Commencement Date	21 Nov 2022
Item 2	Prior Commencement Date	23 Oct 2017
Item 3	Probationary Period	6 months
Item 4	Position	Demi Chef
Item 5	Award	Hospitality Industry (General) Award
Item 6	Classification	HIGA Chef - Level 5
Item 7	Supervisor	Opera Bar Management
Item 8	Place of Work	Opera Bar, Sydney Opera House, Macquarie St, S NSW 2000
Item 9	Annual Salary	\$68,544.00 exclusive of superannuation
Item 10	Hourly Rate	\$34.69
Item 11	Pay Cycle	Weekly

SCHEDULE 2 - FAIR WORK INFORMATION STATEMENT

IMPORTANT INFORMATION ABOUT YOUR PAY AND CONDITIONS

Find out more about your workplace entitlements and obligations during the impact of coronavirus at coronavirus.fairwork.gov.au

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

FAIR WORK LAWS



- minimum entitlements for all employees
- includes the National Employment Standards

AWARDS



- set minimum pay and conditions for an industry or occupation
- cover most employees in Australia

ENTERPRISE AGREEMENTS



- set minimum pay and conditions for a particular workplace
- negotiated and approved through a formal process

EMPLOYMENT CONTRACTS



- provide additional conditions for an individual employee
- can't reduce or remove minimum entitlements

Find your award at www.fairwork.gov.au/awards. Check if your workplace has an enterprise agreement at www.fwc.gov.au/agreements



CASUAL EMPLOYEES

If you are a casual employee, you also need to be given the Casual Employment Information Statement when you start work. Visit www.fairwork.gov.au/ceis for more information.



PAY

Your minimum pay rates are in your award or enterprise agreement. If there is no award or agreement for your job, you must get at least the National Minimum Wage. You can't agree to be paid less. Minimum pay rates are usually updated yearly.

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

NATIONAL MINIMUM WAGE
FROM 1 JULY 2021



\$20.33/hour
full-time or
part-time



\$25.41/hour
casual

This is the adult minimum rate for employees with no award or enterprise agreement. Lower rates may apply to juniors, apprentices and employees with disability.



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

DID YOU KNOW?

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

You can find free online courses to help you start a new job or have difficult conversations at work, visit:
www.fairwork.gov.au/learning

The Record My Hours app makes it quick and easy to record the hours you work.
It's free on the App Store and Google Play.

IMPORTANT INFORMATION ABOUT YOUR PAY AND CONDITIONS

✓ NATIONAL EMPLOYMENT STANDARDS

These are minimum standards for all employees. Rules and exclusions may apply. Your award or agreement may provide more. Find more information on the National Employment Standards at www.fairwork.gov.au/NES

	Full-time and part-time employees	Casual employees
Annual leave	✓ 4 weeks paid leave per year (pro rata for part-time employees) + 1 week for eligible shift workers	✗
Personal leave (sick or carer's leave)	✓ 10 days paid leave per year (pro rata for part-time employees)	✗
Carer's leave	✓ 2 days unpaid leave per permissible occasion (if no paid personal leave left)	✓ 2 days unpaid leave per permissible occasion
Compassionate leave	✓ 2 days paid leave per permissible occasion	✓ 2 days unpaid leave per permissible occasion
Family & domestic violence leave	✓ 5 days unpaid leave per 12 months	✓ 5 days unpaid leave per 12 months
Community service leave • Jury service • Voluntary emergency management activities	✓ 10 days paid leave with make-up pay + unpaid leave as required ✓ Unpaid leave as required to engage in the activity	✓ Unpaid leave as required ✓ Unpaid leave as required to engage in the activity
Long service leave	✓ Paid leave (amount and eligibility rules vary between states and territories)	* Varies between states and territories
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 per week + reasonable additional hours ✓ Part-time and casual employees – 38 hours or employee's ordinary weekly hours (whichever is less) + reasonable additional hours	
Public holidays	✓ A paid day off if you'd normally work. If asked to work you can refuse, if reasonable to do so	✓ An unpaid day off. If asked to work you can refuse, if reasonable to do so
Notice of termination	✓ 1-5 weeks notice (or pay instead of notice) based on length of employment and age	✗
Redundancy pay eligible after 12 months employment	✓ 4-16 weeks pay based on length of employment (some exclusions apply)	✗
Casual conversion	✗	✓ The right to become a full-time or part-time employee in some circumstances

IMPORTANT INFORMATION ABOUT YOUR PAY AND CONDITIONS



FLEXIBILITY

After 12 months employment, you can make a written **request for flexible working arrangements** if you're 55 or over, a carer, have a disability, are experiencing violence from a family member (or are supporting a family or household member who is), or are the parent of, or have caring responsibilities for, a child of school age or younger. This includes employees returning from parental or adoption leave asking to work part-time to care for the child.

Your employer must respond in writing within 21 days. They can only say no on reasonable business grounds.

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 – and it must leave you better off overall. Find out more at:

www.fairwork.gov.au/flexibility



RIGHT OF ENTRY

Union officials with an entry permit can enter the workplace to talk to workers that they're entitled to represent, or 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, their organisation and your employer. Find out more at:

www.fwc.gov.au/entry-permits



AGREEMENT MAKING

Enterprise agreements are negotiated between an employer, their employees, and any employee representatives (for example, a union). This process is called 'bargaining' and has to follow set rules. The Fair Work Commission checks and approves agreements. For information about making, varying, or terminating an enterprise agreement visit:

www.fwc.gov.au/agreements



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 also have protections when temporarily absent from work due to illness or injury, and from discrimination, bullying and harassment, sexual harassment, coercion, misrepresentation, sham contracting, and undue influence or pressure. Find out more at:

www.fairwork.gov.au/protections
www.fairwork.gov.au/bullying-harassment



ENDING EMPLOYMENT

When your employment ends, your final pay should include **all outstanding entitlements**, such as wages and 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. To check if notice is required and what should be in your final pay visit:

www.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 at:

www.fwc.gov.au



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 three months to do the same (or similar) job, some of your entitlements might carry over to the new employer. This may happen if, for example, the business is sold or work is outsourced. Find out more at:

www.fairwork.gov.au/transfer-of-business

WHO CAN HELP?

FAIR WORK OMBUDSMAN

- information and advice about pay and entitlements
- free calculators, templates and online courses
- help fixing 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 claims of unfair dismissal and unlawful termination, bullying, sexual harassment, discrimination or 'adverse action' at work
- approves, varies and terminates enterprise agreements
- issues entry permits and resolves industrial disputes.

www.fwc.gov.au - 1300 799 675

If you work in the commercial building industry the Australian Building and Construction Commission can help.
www.abcc.gov.au - 1800 003 338