

WORKPLACE AGREEMENT

This Workplace Agreement dated the ____ day of _____, _____, (the "Agreement")

BETWEEN

_____ (the "Employer")

(insert full name & address of employer)

(insert ABN of Employer)

- and -

_____ (the "Employee")

(insert full name & address of employee)

WHEREAS the Employer agrees to hire the Employee and the Employee agrees to work for the Employer subject to the terms, conditions, and provisions contained in this Agreement.

1. Type of Employment

1.1 The Employee shall be deemed a continuing/casual (*delete inapplicable*) employee and shall hold the position of _____ (*insert position title*) on a full-time/part-time/casual (*delete inapplicable*) basis.

1.2 For the purposes of this Agreement, a continuing full-time employee shall mean an employee who has a reasonable expectation of continuing employment with the Employer and works an average of 162 hours in each 4 week period, on a weekly basis. Continuing full-time employees are entitled to employment benefits such as annual leave and personal leave.

1.3 For the purposes of this Agreement, a continuing part-time employee shall mean an employee who has a reasonable expectation of continuing employment with the Employer and works between 6 to 38 ordinary hours per week in each four week period. Continuing part-time employees are entitled to employment benefits, on a pro rata basis to ordinary hours worked, such as annual leave and personal leave.

1.4 For the purposes of this Agreement, a casual employee shall mean an employee who works for the Employer on an irregular or "as needed" basis. Casual employees are entitled to an extra percentage of an hourly wage in lieu of any employment benefits.

1.5 Upon written agreement between the Employer and the Employee, the Employee may switch from full-time to part-time employment or from part-time to full-time employment.

2. Term of Employment

(delete inapplicable)

(For a new Employee) This Agreement shall be in effect on the day after a filing receipt is issued for this Agreement by the Employment Advocate of the Office of Employment Advocate (the "OEA"). This Agreement shall have a nominal expiry date of 3 years from the date this Agreement is signed by all parties unless it is terminated, amended, or extended before the nominal expiry date as agreed to by the Employer and Employee and with the approval of the OEA.

OR

(For an existing Employee) This Agreement shall be in effect from the beginning of the first pay period after this Agreement is approved by the Office of Employment Advocate (the "OEA"). This Agreement shall have a nominal expiry date of 3 years from the date this Agreement is signed by all parties unless it is terminated, amended, or extended before the nominal expiry date as agreed to by the Employer and Employee and with the approval of the OEA.

3. Employee Responsibilities

3.1 The Employee shall diligently, honestly, and faithfully perform all lawful duties and responsibilities as stated in the Employee's job description and as the Employer may reasonably assign from time to time.

3.2 The Employee shall follow all legal policies and procedures, including health and safety rules, as established by the Employer from time to time. If the Employee does not wilfully comply with such policies and procedures, the Employee may be subject to disciplinary action.

3.3 The Employee shall promptly report to the safety officer, or any other personnel as designated by the Employer, any accidents, incidents, or hazards incurred, or potential hazards observed during the Employee's employment.

3.4 The Employee shall, while on the business' premises or while representing the business, dress and behave in an appropriate manner.

3.5 The Employee shall not cause any discomfort, offense, or annoyance to another employee or clientele of the business, subject to such other employee or clientele acting in a reasonable manner.

3.6 If required by the Employer, the Employee shall wear a uniform and/or protective clothing and use required safety equipment while performing his/her duties and responsibilities.

3.7 The Employee shall not remove from the Employer's property any item that is intended to remain on such property unless such item is required for the Employee to perform his/her duties and responsibilities.

3.8 The Employee shall notify the Employer if the Employee removes any item from the Employer's property so the Employer may keep track of such item, avoid any misunderstandings, and ensure such item's return to the Employer's property when required.

3.9 The Employee shall be responsible for taking reasonable care while handling the Employer's property.