

## **PRIVACY POLICY – ONSITE RECRUITMENT**

Your privacy is important to us. This statement outlines OnSite Recruitment's policy on how we collect personal information and how we maintain, use, store and disclose the personal information we hold and reflects our commitment to you.

It is the policy of OnSite Recruitment to respect the confidentiality of information and the privacy of individuals. OnSite Recruitment are bound by the Australian Privacy Principles (APP) contained in the Privacy Act 1988 (as amended) (Australian Act) in Australia.

OnSite Recruitment's privacy policy will be reviewed and updated from time to time to take account of new laws and technology, changes to our operations and practices and to make sure it remains appropriate to the changing environment. Please regularly check our privacy policy, so that you are aware of these updates and changes.

## **COLLECTIONS**

OnSite Recruitment may collect personal or sensitive information about you when:

- You complete one of our online or in person application forms.
- We receive the results of any competency or medical test or any background check, including credit and criminal record checks.
- We receive any complaint or other information from or about you in the workplace.
- We receive any information about any insurance investigation, litigation, registration or professional disciplinary matter, criminal matter, inquest or inquiry in which you were involved.
- We receive any information about a workplace accident in which you are involved.
- We collect information about you from public domain sources.

We will collect data about you, both personal data (such as your name and contact details) and sensitive personal data (such as information in your CV or Bank/Super Details). The personal data and sensitive personal data will be stored, processed, used and disclosed by us in a suitable, but safe environment.

## **DISCLOSURES**

OnSite Recruitment may disclose your personal information (including to trusted third parties) for the purposes for which it is primarily held or for a related secondary purpose and in some cases we may only disclose information with your consent. Your personal and sensitive information may be disclosed to:

- Potential and actual employers, Referees and clients of OnSite Recruitment.

- External providers of on-line training and induction - e.g. Mandatory on-line OH&S Inductions, and background checking agencies - eg criminal record and credit checking.
- Our Insurers and Workers Compensation Body.

OnSite Recruitment train our internal staff to respect the confidentiality of candidate information and the privacy of individuals. OnSite Recruitment regard breaches of your privacy very seriously and any breach will result in disciplinary action being taken, dependent upon severity.

Safeguarding the privacy of your information is important to us, whether you interact with us personally, by phone, mail, over the internet or other electronic medium. We hold personal information in a combination of secure computer storage facilities and paper-based files. We may need to maintain records for a significant period of time. However, when we consider information is no longer needed, we will remove any details that will identify you or we will appropriately destroy the records.

## **FEEDBACK**

Any feedback or questions, regarding our privacy policy can be submitted directly to our General Manager via email: [jarrod.hart@onsiterecruitment.com.au](mailto:jarrod.hart@onsiterecruitment.com.au)

The current version of this Privacy Policy is available on our website. If you need a copy of this Privacy Policy in a different form, please ask us and we will try to meet your request.



# Workplace Alcohol and Drug Policy

OnSite Recruitment Pty Ltd



## Mission Statement

OnSite Recruitment Pty Ltd:

- is committed to providing employees with a safe, healthy and supportive environment in which to work.
- recognises that the safety, health and wellbeing of our employees is important.
- will commit to providing a supportive workplace culture, where healthy lifestyle choices are valued and encouraged.
- maintain an open and positive relationship with current clients and candidates, regarding ZERO HARM in the workplace.

## Objectives and Strategies

OnSite Recruitment Pty Ltd:

- comply within the requirements of the Workplace Health and Safety Act 1995 (QLD) and the Occupational Health and Safety Act 2004 (VIC) and the Occupational Health and Safety Act 2000 (NSW).
- assist employees to reduce their harmful behaviour, and lifestyle-related alcohol and drug consumption.
- will offer professional support or advice to current employees effected by excessive alcohol and drug consumption.
- demonstrate a zero tolerance across all building sites, regarding alcohol and drug consumption.

## Scope

- This policy applies to all employees at OnSite Recruitment Pty Ltd or those representing OnSite Recruitment Pty Ltd.
- Alcohol and other drugs shall not be consumed on the organisation's premises, in work vehicles, or at any time as paid employees of the organisation, or as a representative of the organisation (see 'Social Events' for exceptions to these circumstances).
- Employees may take prescription drugs for legitimate medical reasons. If these drugs are likely to affect performance or behaviour, an onsite consultant/client supervisor must be notified. This is especially important when workplace safety is at risk, such as when driving, working at heights or operating heavy machinery.
- No alcohol or other drugs are to be consumed at any time prior to commencing work or on break times, if this may impair the employee's ability to perform their required duties.
- OnSite Recruitment Pty Ltd has a responsibility to identify and act on all workplace factors that may influence an employee using alcohol or drugs as a support and implement a hazard management process to eliminate or control these risks.
- Any employee identified as having an alcohol or drug-related issue that is impinging on their ability to perform their duties:
  - will be treated with respect
  - can expect and will be afforded complete confidentiality
  - can be assured that this incident will not be cause for discrimination in the future, with regards to their future employment or potential promotion.

## Support and Treatment Services

# Workplace Alcohol and Drug Policy

OnSite Recruitment Pty Ltd



- OnSite Recruitment Pty Ltd will provide information and training about the effects of alcohol and drug use on personal workplace health and safety.
- Early intervention services will be offered to current employees.
- Employees should seek information about treatment services through the company's Employee Assistance Program (EAP) or through their immediate supervisor.
- Information about support and treatment services provided to an individual will remain confidential. Any breach of confidentiality may result in disciplinary action and or termination of employment.

## Alcohol and Drug Testing

- OnSite Recruitment Pty Ltd is recognised and qualified as a collector under the Australian Standards AS/NZ 4308:2008 (urine) and AS 4760:2006 (oral fluid drug testing).
- 10275NAT Course in Workplace Drug Testing (breath alcohol) (oral fluid - saliva) (urine) is recognised under the Australian Standards.
- Alcohol and Drug testing may be performed at random or in line with our client's requirements or at the request of Management at OnSite Recruitment Pty Ltd.
- In the event of a non-negative result, the employee will be stood down and will have to provide a laboratory negative result before being reinstated, otherwise instant termination of employment will apply.
- All employees have a legal right to refuse to be tested. If an employee refuses to be tested then it is deemed to be a direct contravention of OnSite Recruitment's Alcohol and Drug Policy, and the result will be termination of employment.

## Social Events

- Responsible social events may be held in this workplace for candidates. This may include events such as Christmas parties and other events of significance to the organisation. At these events:
  - it is expected that all individuals act safely and responsibly
  - it is expected that individuals follow the [Australian alcohol consumption guidelines \(2009\)](#)

## Compliance Measures

- All managers, employees and other persons representing OnSite Recruitment Pty Ltd are expected to comply with the requirements of this policy.
- Management is responsible for encouraging compliance with this policy.
- All employees are responsible for ensuring visitors comply with this policy.
- This policy forms part of the conditions under, which contractors agree to work in OnSite Recruitment Pty Ltd's worksite/s.
- Any individual, who is adversely affected by alcohol or drugs will not be allowed to work until they are fit to do so. Suitable transport will be arranged to the person's home at the expense of the individual. If an employee affected by alcohol or drugs is sent home, they will not be paid for lost time. Disciplinary action may be taken on return to work. Support will be offered and available in the meantime.

## Expectations

All employees are expected to:

- participate in the implementation of this policy
- comply with the requirements of this policy.

All managers are expected to:

- inform those entering the worksite of this policy

# Workplace Alcohol and Drug Policy

OnSite Recruitment Pty Ltd



- identify and alter conditions in their work environment that contribute to excessive alcohol and drug use, for example, high levels of stress in the workplace, or increased access to alcohol.

## Communication

OnSite Recruitment Pty Ltd will ensure that:

- all employees receive a copy of this policy during the induction process
- this policy is easily accessible by all team members of our organisation
- employees are informed when a particular activity aligns with this policy
- employees are empowered to actively contribute and provide feedback to this policy
- employees are notified of any changes to this policy

## Monitoring and Review

OnSite Recruitment Pty Ltd will review this policy twelve months after implementation and annually thereafter.

Effectiveness of the policy will be assessed through:

- feedback from employees or working group and management
- review of the policy by management and working group to determine if objectives have been met
- level of employee engagement
- the number of workplace incidents involving alcohol or other drugs
- the role of alcohol and other drugs in workplace accidents and incidents.

OnSite Recruitment Representative:

Signature:

Employee Name:

Signature:

Date:



## 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](https://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 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](https://www.fairwork.gov.au). Check if your workplace has an enterprise agreement at [www.fwc.gov.au/agreements](https://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 the Fair Work Ombudsman website at [www.fairwork.gov.au/ceis](https://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](https://www.fairwork.gov.au/minimum-wages)

**NATIONAL MINIMUM WAGE**  
FROM 1 JULY 2020



**\$19.84/hour**  
full-time or part-time



**\$24.80/hour**  
casual



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

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.



### 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](https://www.fairwork.gov.au/NES)

	Full-time and part-time employees	Casual employees
<b>Annual leave</b>	✓ 4 weeks paid leave per year (pro rata for part-time employees) + 1 week for eligible shift workers	✗
<b>Personal leave</b> (sick or carer's leave)	✓ 10 days paid leave per year (pro rata for part-time employees)	✗
<b>Carer's leave</b>	✓ 2 days unpaid leave per permissible occasion (if no paid personal leave left)	✓ 2 days unpaid leave per permissible occasion
<b>Compassionate leave</b>	✓ 2 days paid leave per permissible occasion	✓ 2 days unpaid leave per permissible occasion
<b>Family &amp; domestic violence leave</b>	✓ 5 days unpaid leave per 12 months	✓ 5 days unpaid leave per 12 months
<b>Community service leave</b> • Jury service	✓ 10 days paid leave with make-up pay + unpaid leave as required	✓ Unpaid leave as required
• Voluntary emergency management activities	✓ Unpaid leave as required to engage in the activity	✓ Unpaid leave as required to engage in the activity
<b>Long service leave</b>	✓ Paid leave (amount and eligibility rules vary between states and territories)	* Varies between states and territories
<b>Parental leave</b> 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
<b>Maximum hours of work</b>	✓ 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	
<b>Public holidays</b>	✓ 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
<b>Notice of termination</b>	✓ 1-5 weeks notice (or pay instead of notice) based on length of employment and age	✗
<b>Redundancy pay</b> eligible after 12 months employment	✓ 4-16 weeks pay based on length of employment (some exclusions apply)	✗
<b>Casual conversion</b>	✗	✓ 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](http://www.fairwork.gov.au/flexibility)

### DID YOU KNOW?

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



### 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](http://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.fairwork.gov.au/termination](http://www.fairwork.gov.au/termination)



### 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, from discrimination, bullying and harassment, coercion, misrepresentation, sham contracting, and undue influence or pressure. Find out more at:

[www.fairwork.gov.au/protections](http://www.fairwork.gov.au/protections)



### AGREEMENT MAKING

Enterprise agreements are negotiated between an employer, their employees, and any employee representatives (e.g. 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](http://www.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 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](http://www.fairwork.gov.au/transfer-of-business)



### 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](http://www.fwc.gov.au/entry-permits)

## WHO CAN HELP?

### FAIR WORK OMBUDSMAN

- information and advice about pay and entitlements
- free calculators, templates and online courses
- help resolving workplace issues
- enforces workplace laws and seeks penalties for breaches of workplace laws.

[www.fairwork.gov.au](http://www.fairwork.gov.au) - 13 13 94

### FAIR WORK COMMISSION

- hears claims of unfair dismissal, unlawful termination, bullying, discrimination or 'adverse action' at work
- approves, varies and terminates enterprise agreements
- issues entry permits and resolves industrial disputes.

[www.fwc.gov.au](http://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](http://www.abcc.gov.au) - 1800 003 338





# TEMPORARY & CONTRACT EMPLOYMENT AGREEMENT



# Temporary & Contract Employment Agreement

This document sets out the terms and conditions on which OnSite Recruitment Pty Ltd (OnSite) has offered and you have accepted casual employment with OnSite. This document constitutes your employment contract with OnSite.

From time to time OnSite may offer you a place with one of its clients (the client) based on your skills, qualifications and experience to provide services as part of a labour hire arrangement between OnSite and the client (client assignment).

You may accept or reject any offer from OnSite to perform services under a client assignment. To be clear, as you are a casual employee, OnSite makes no advance commitment to continuing or indefinite work, either with OnSite or for the purpose of providing services under a client assignment.

The terms and conditions in this OnSite Candidate Declaration and Consent should be read in conjunction with any subsequent terms and conditions, imposed by OnSite and/or the client, specific to the client assignment. In the event of any inconsistency between this document and any such subsequent terms and conditions, the subsequent terms and conditions will prevail to the extent of the inconsistency.

Each client assignment is a separate period of employment with OnSite. However, unless otherwise varied in writing, the terms and conditions in this Candidate Declaration and Consent continue to apply to each period of employment with OnSite.

A copy of the Casual Employment Information Statement has been provided to you by OnSite as part of the online registration process.

In the course of my employment with OnSite and in undertaking any client assignment, I understand and accept the following terms and conditions.

## General Terms & Conditions of Casual (Hourly Hire) Employment

1. During a client assignment, I am under the care, direction and supervision of the client and the client will direct me as to hours of work and the manner and proficiency in which I am to undertake work for the client. My duties will be according to client requirements and will also include such other duties as OnSite may allocate to me from time to time.
2. I am employed as a casual employee at the location determined by OnSite and/or the client. I acknowledge that I have no guarantee of ongoing employment and may from time to time be offered client assignments by OnSite. I am under no obligation to accept any client assignment I am offered by OnSite.
3. My hours of work are dependent on the client assignment and needs of the client and OnSite. Where possible, OnSite will communicate the required hours of work, one week in advance of when the work is required to be performed, or otherwise by agreement. I shall be paid on an hourly basis, and for each client assignment provided with further written confirmation clarifying that I will be remunerated in accordance with the applicable statutory instrument.

## Work rights and qualifications

4. I must be an Australian Resident and/or hold a visa permitting me to work in Australia.
5. I must be free of restrictions that may affect my eligibility to work in Australia.
6. I am required to notify OnSite of any change in my working rights.
7. Where my duties require, I hold a valid license or qualification (ticket), I will disclose to OnSite any information which may affect the status or validity of the ticket (e.g. loss or expiration of a license).

## Restraint

8. I will not seek or accept an offer of casual or permanent employment with a client, (or a client's labour-hire supplier), with which I am undertaking a client assignment or have completed a client assignment within the past six (6) months, unless by prior written agreement with OnSite.
9. Should I be approached by a client, or a client's labour-hire supplier, with an offer of casual or permanent employment, I shall notify OnSite immediately.

## Superannuation

10. OnSite shall make superannuation contributions on my behalf in accordance with statutory requirements.
11. I shall be able to elect a compliant fund into which OnSite shall make superannuation contributions. Where I do not elect a fund, OnSite shall make the contributions into an OnSite nominated fund.

## **Timesheets & Payment of Wages**

12. I shall be paid weekly, provided I submit to OnSite a correctly completed timesheet for the relevant week that has been authorised by my supervisor/manager at the client assignment. I understand that my rate of pay for each client assignment is inclusive of a 25% casual loading. The casual loading is paid to compensate me for certain entitlements under the National Employment Standards in the Fair Work Act 2009 (Cth) to which casual employees are not entitled (including those specified at clause 4).
13. I will immediately notify OnSite if my account into which my wage is paid is closed or transferred to another branch, bank, building society or credit union.
14. I understand and agree that OnSite is not responsible for the incorrect allocations of the payment of wages by the bank, building society or credit union or as a result of your nomination of an incorrect account.

## **Policies and Procedures**

15. I will comply with OnSite's, and the client's, policies and procedures as are in place and as are amended from time to time. However, the policies and procedures do not form part of this or any other employment contract.
16. In the event of an inconsistency between the policies and procedures of the client and OnSite, I am to comply with the policies and procedures as directed by OnSite.

## **Confidentiality**

17. During or at any time after my employment with OnSite, I will not use or disclose to any person any confidential information (being information of or relating to OnSite or a client from a client assignment on which I am placed, or any of their customers or clients or suppliers, or any person whose confidential information I access or obtain as a result of my employment or a client assignment) and I will use my best endeavours to prevent the use or disclosure of that information by a third party, except as authorised by OnSite or the client, where applicable.
18. Upon completion of a client assignment or upon request by the client or OnSite, I will return to OnSite or to the client, as applicable, all material(s) and information relating in any way to the business or affairs of OnSite or the client, as applicable.
19. Should I accept an offer of casual or permanent employment with a client at any stage, I will not disclose any of OnSite's confidential information or any other information relating to OnSite's operations under any circumstance.

## **Workers Compensation & OH&S**

20. I will disclose all pre-existing injuries/illnesses which could be affected by the nature of my employment with OnSite, including during the course of any client assignment. In the event that I sustain an injury/illness during, or as a result of, a client assignment, I shall advise OnSite immediately or at the earliest possible time.
21. I will update OnSite's written health questionnaire on a regular basis as requested, in order to ensure my health and safety while on assignment. I agree to undergoing regular medical checks by a doctor appointed by OnSite to assess my fitness for work if requested.

## **Termination of employment**

22. OnSite may terminate my employment at any time by giving me one (1) hours' notice, unless otherwise advised.
23. Notwithstanding the above, OnSite reserves the right to dismiss me immediately in the event of serious misconduct or for any other reason that enables summary dismissal at law.
24. Upon the termination of my employment I agree that OnSite may withhold any amounts I owe to OnSite from any payment due to me on the termination of my employment.

## **Non-compliance**

25. Failure to comply with any of these terms or conditions may result in disciplinary measures being taken against me (including termination of employment).

## **Police Checks**

26. I agree that if requested by OnSite and/or a client at any time to provide a police check as a condition of being offered employment, or work under a client assignment.
27. I understand that if I fail to disclose, when requested, the existence of a relevant criminal offence, or charges pending, this will be a ground for the summary termination of my employment.

## Variation

28. Any variation to this document will be of no force and effect unless it is reduced in writing and signed by me and OnSite.

## Severability

29. If any term, clause, sub-clause, agreement or condition or the application of this document is or becomes illegal invalid or unenforceable it will be severed and none of the remaining terms, agreements, conditions or applications will be affected.

## Governing Law

30. This document is governed by the laws of the State or Territory in which I am based.

## Declaration and Consent

I understand and accept these terms and conditions together with any subsequent directions and requirements of OnSite and/or a client with which I am placed on a client assignment.

I declare that the information I have provided in applying for, accepting and undertaking employment with OnSite is true and correct.

I consent to OnSite conducting the necessary reference checks and using and disclosing any relevant information for the purpose of facilitating a client assignment.

Employee Name (PLEASE PRINT)

Employee Signature

Date (DD/MM/YY)

\*By completing and submitting this Temporary & Contract Employment Agreement online, you agree to the terms above.

## Contact Us

### VICTORIAN OFFICES

#### Hallam

5-11 David Lee Road  
Hallam, VIC 3803

#### Laverton North

92-94 William Angliss Drive  
Laverton North VIC 3026

### QUEENSLAND OFFICE

#### Loganholme

7/3972 Pacific Highway  
Loganholme QLD 4129

**1300 366 015**

enquiries@onsiterecruitment.com.au  
Monday - Friday: 8:00 AM - 6:00 PM

OnSite Recruitment Pty Ltd  
ABN 41 162 612 240