

TERMS AND CONDITIONS OF EMPLOYMENT –

- FIXED TERM, MAXIMUM TERM,
- FULL TIME, PART TIME, OR
- APPRENTICE / TRAINEE

The terms and conditions in this document form the basis for fixed term, maximum term, full time, part time or apprentice/trainee employment with Protech Group (hereafter referred to as **The Employer**).

These standard terms and conditions of employment (**Standard Conditions**) together with an Employee's Letter of Engagement and Job Description, your industrial instrument (as outlined in your Letter of Engagement) sets out the terms and conditions of an employee's employment with The Employer.

This document, once read and accepted, has the force of law as a contract and will apply to all engagements with The Employer whether existing at the time of accepting. Acceptance of these terms and conditions may be through commencement of work on a placement.

1. Definitions

Act	means the Fair Work Act 2009, as applicable.
Agreement	means letter of engagement.
Placement/s	means the project or the services to be performed for a Client of the Employer as outlined in your Letter of Engagement.
Client of the Employer	means a Client of the Employer as defined under this agreement, with whom the Employer has an agreement to provide on-hire worker services and to whom the Employee may be assigned to work from time to time.
Employee/s'	means Employee/s of the Employer covered by this agreement.
Employer	means Protech Group (AUST) Pty Ltd and associated entities or subsidiaries.
NES	means National Employment Standards
Workplace Law	means an award, modern award (and any individual flexibility arrangement made under a modern award), industrial instrument, workplace enterprise agreement (and any individual flexibility arrangement made under an enterprise agreement), rule, order or legislative requirement which, but for this Agreement, would govern the Employee's employment.

2. Right to work in Australia

- 2.1 Each employee's continued employment with the Employer is subject to the employee holding the necessary work visa or otherwise being entitled to work in Australia. Where an employee loses the right to work in Australia, the employee's employment with the Employer will automatically cease without notice or payment in lieu being required. The Employer reserves the right to require an employee to provide The Employer with evidence of the employee's right to work in Australia.

3. Qualifying Period

- 3.1 An On-Hire Employee will be on subject to a qualifying period for the first six (6) months of their engagement. During the qualifying period the On-Hire Employees performance shall be monitored.
- 3.2 During the qualifying period, either party may terminate the employment for any reason on one week's notice in writing. If that occurs, the Company may pay you in lieu for part or all of your notice period.

4. Your Assignment

- 4.1 The Employer may direct where and how the Employee shall perform work on any particular Assignment.
- 4.2 The Employer may change or terminate Assignments of the Employee without reason and the Employee has no right to ongoing employment on any particular Assignment.
- 4.3 There is no obligation upon the Employer to offer future or ongoing assignments to the Employee.
- 4.4 There is no obligation upon the Employer to offer the same or similar terms and conditions of assignment when commencing a new Assignment, or a new Assignment position within an existing Assignment.
- 4.5 The Employer retains ultimate control of the Employee in relation to the performance of work on Assignment or otherwise.
- 4.6 The Employee shall receive and comply with day-to-day instructions issued by authorised representatives of clients of the Employer so as to facilitate the performance of the contract for services between the Employer and clients of the Employer.
- 4.7 The employment relationship is and remains between the parties to this Agreement and no employment relationship exists or shall be created between the Employee and any client of the Employer to whom the Employee may be assigned to perform work.
- 4.8 Any right, entitlement or benefit or privilege that accrues in respect of service will accrue in accordance with the relevant law that governs that service.

5. Termination of Assignment

- 5.1 In addition to the notice specified below, if the Employee is 45 years of age or over and has completed at least 2 years' continuous service with the Employer he or she shall be entitled to an additional week's notice.

Employee's period of continuous service with the Employer	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- 5..2 No notice of termination is required to end the employment relationship upon reaching the maximum term of the agreement as specified in the Letter of Engagement, or if the employee is a school-based apprentice/trainee.
- 5..3 Nothing in this Agreement shall affect the right of the Employer to dismiss an Employee without notice where the Employee is guilty of serious misconduct. For the purposes of this clause, serious misconduct includes:
- a. Wilful, or deliberate, behavior by an Employee that is inconsistent with the continuation of employment, including:
 - i. theft;
 - ii. fraud (including falsifying time records);
 - iii. assault;
 - iv. attendance at the workplace under the affects of prohibited drugs or alcohol;
 - v. the Employee refusing to carry out the Employer's lawful and reasonable instruction; or
 - vi. the Employee not complying with the policies and procedures of the Employer or Client of the Employer; or
 - vii. substantial breaches of the employee code of conduct; or
 - b. Conduct that causes imminent, and serious, risk to:
 - viii. the health, or safety, of a person; or
 - ix. the reputation, viability or profitability of the Employer's business.
 - c. Notwithstanding clause 5.1 if the Employee is absent from work for a period of three consecutive rostered shifts without the consent of the Employer and without notification to the Employer, the Employer shall be deemed to have terminated their employment by abandonment.
 - d. Upon termination of employment, the Employee shall immediately return all documents, publications, manuals, corporate uniforms and other property, whether in hard copy of soft copy, which are in the Employee's possession as a consequence of that employment.

6. Leave Entitlements

6..1 Annual leave

- (a) The Employee is entitled to annual leave in accordance with the Act. Such entitlement shall be pursuant to the Workplace Law and we will provide the Employee with a copy upon request from the Employee.
- (b) School based apprentice/trainees are not entitled to paid leave as they are paid a loading in lieu.
- (c) Annual leave is to be taken at times approved by the Employee's Manager. Unused annual leave accumulates from year to year, but the Employer may require the Employee, on four

(4) week's notice in writing, to take any annual leave which remains untaken more than six (6) months after it has accrued or where the Employer shuts down the business, or any part of the business in which the employee works. This may occur for example during the period between Christmas and New Year.

- (d) Upon the termination of the Employee's employment with the Employer, the Employee will be entitled to a payment in lieu of any unused accrued entitlement to annual leave. Annual leave loading shall not apply to the payment of accrued annual leave upon termination.

6..2 Personal Leave

- (e) The Employee shall be entitled to personal leave in accordance with the NES. This clause should be read in conjunction with the NES. If any part of this clause is found to be inconsistent with the NES, the NES shall take precedence to the extent of the inconsistency. The Employer shall provide the Employee with a copy of the NES upon request.
- (f) School based apprentice/trainees are not entitled to paid leave as they are paid a loading in lieu.
- (g) The Employee is expected to comply with the following requirements when taking personal leave as sick or carer's leave:
 - (i) The Employee shall, where practicable, advise the Employer of his/her inability to attend for work at least 1 hours prior to the commencement of their shift and as far as possible the nature of the illness and the estimated period of absence.
 - (ii) The Employee shall produce a medical certificate or other satisfactory evidence to prove the Employee's inability to attend for duty on the days in respect of which sick or carer's leave is claimed.
 - (iii) An Employee shall not be entitled to paid sick leave for any period in respect of which he or she is entitled to workers compensation.

6..3 Compassionate Leave

- (h) The Employee shall be entitled to compassionate leave in accordance with the NES. This clause should be read in conjunction with the NES. If any part of this clause is found to be inconsistent with the NES, the NES shall take precedence to the extent of the inconsistency.

6..4 Parental Leave

- (i) The Employee shall be entitled to parental leave in accordance with the NES. The Employer shall provide the Employee with a copy of the NES upon request.

7. Superannuation

- 7..1 The Employer will comply with its obligations under the appropriate legislation relating to the remittance of superannuation contributions. All such contributions will be remitted to the complying fund nominated by the Employee, prior to signing the Agreement. If no such fund is nominated, then such contributions will be remitted into any complying fund nominated by the Employer. The amount of all such superannuation contributions will form part of the Employee's remuneration.

8. Readiness For Placements

- 8.1 The Employee authorises the Employer to complete, at the Employer's discretion, a criminal record or police check, qualification and reference checks, medical and functional capacity assessments and/or any additional pre-employment checks prior to considering whether to offer the Employee a new Placement or Placement position.

9. Workplace Health and Safety

- 9.1 The Employee must use his or her best endeavours to comply with the requirements of the relevant occupational health and safety legislation in the State or Territory in which the Employee is working. This includes obeying lawful instructions and complying with lawful rules, processes and procedures of the Employer and clients of the Employer.
- 9.2 The Employee must advise the Employer of any change in his or her capacity, physical or psychological, to work safely and without risk to health, including but not limited to any injury, illness or medication he or she is taking (prescribed or otherwise).
- 9.3 The Employee must notify the Employer if a client of the Employer requests or directs the Employee to perform duties that are outside of the job or Placement description provided by the Employer. The Employee is able to refuse to complete any task they deem to be unsafe, and must notify the Employer immediately if this situation arises.
- 9.4 The Employer may at their discretion, direct the Employee to complete a medical assessment prior to the commencement of a new Placement or in the course of an existing Placement where it is reasonably required to determine the capacity of the Employee to perform work on Placement safely and without risk to health.
- 9.5 The Employee must report ALL safety incidents, issues and near misses to the Employer and / or the Client as soon as practicable, within the Employer 15 minute reporting timeframe. Failure or refusal to report any incident will have consequences for the Employee, such as disciplinary action.
- 9.6 The Employee must report to the Employer any non-work related injuries or illnesses which occur during the course of the placement or prior to accepting an engagement, which may impact the Employee's ability to undertake the tasks of the role. This is to ensure that the Employer is able to best meet duty of care obligations and to ensure that the Employee's injury or illness is not aggravated or exacerbated by the placement. All employees may be required, at the Employer's absolute discretion, to provide a medical certificate from their Treating Medical Practitioner (TMP) and a corresponding Privacy Release form to The Employer for the purpose of further discussions to determine work related restrictions.

10. Payment of Wages

- 10.1 The Employer shall electronically deposit the Employee's wages into a financial institution account nominated by the Employee. Wages shall be paid in arrears.
- 10.2 Wages shall be deposited on a weekly or fortnightly basis dependant on the assignment, unless the payment of such wages is delayed owing to circumstances beyond the control of the Employer. Circumstances beyond the control of the Employer may include but not be limited to the following:
- b) electronic malfunction on behalf of the Employer or the Employees nominated financial institution; or

- c) failure by the Employee to complete time sheets in accordance with instructions provided by the Employer or clients of the Employer.

8.3 Should the Employee receive an overpayment by way of a clerical error or incorrectly completed timesheet, it will be acknowledged as a payment in advance and offset against future payment of wages. Should the Employee become aware of an overpayment they are responsible to immediately inform the Employer and where possible return the funds immediately.

11. Stand Down

- 11.1 The Employer may stand down an Employee without pay where the Employee cannot be usefully employed due to a strike, or breakdown of machinery, or stoppage of work for any cause where the Employer cannot reasonably be held responsible.
- 11.2 Where an Employee is unable to perform his/her usual duties the Employer may direct the Employee to perform other duties, including but not limited to office work. The Employee is required to obey all lawful and reasonable instructions of the Employer.
- 11.3 For the avoidance of doubt, an Employee's continuity of service is not broken during a period of stand down.

12. Employee Notification

- 12.1 The Employee will notify the Employer of any grievances in relation to a placement or employment. The Employee shall not raise such grievance with a Client of the Employer unless authorised by the Employer, or where it relates to threats to health and safety of the Employee.
- 12.2 The Employee must notify the Employer as soon as reasonably possible of any offer of employment made to the Employee by the Client of the Employer or any approach to the Employee by the Client of the Employer to discuss potential employment with the Client.
- 12.3 The Employee must notify an appointed representative of the Employer of any inability to attend work or commence work on time at least one hour prior to the commencement of any shift. A message left on a mobile telephone and/or notification to a fellow employee or the Client of the Employer shall not constitute notification in accordance with this clause.
- 12.4 The Employee will immediately notify the Employer of any damage to property or injury caused to others by the Employee in the course of employment and/or placement.
- 12.5 The Employee will notify the Employer, as soon as reasonably possible, of any change to personal details, including tickets, licenses and qualifications relevant to maintenance of employment and employment communications.
- 12.6 The Employee will notify the Employer of all and any hours worked on placement including any hours worked over and above those outlined in the letter of engagement.
- 12.7 The Employee will notify the Employer, as soon as reasonably possible, of any decision to commence work for an employer or principal where such new employer may reasonably be considered a competitor to the Employer or any Client of the Employer. A competitor to the Employer or any Client of the Employer shall be any organisation or body which currently provides, or is proposing to provide, the same products or services as the Employer or Client of the Employer.

13. Timesheets

- 13..1 The Employee shall complete timesheets in accordance with the directions of the Employer. Timesheets shall be completed accurately, and any false completion of timesheets may result in immediate termination of employment.
- 13..2 Should a timesheet be found to be incorrect after wages have already been paid, The Employer will make an adjustment against future wage payments.
- 13..3 The Employer may also offset against any future payment or accrued entitlement any liability the employee may have to The Employer, irrespective of how such liability arose.

14. Confidentiality and Ownership

- 14..1 Ownership of all inventions, improvements, designs, creations, developments and other intellectual property relating to or deriving from any of the work performed by the Employee shall be the property of the Employer and/or the relevant Client of the Employer.
- 14..2 The Employee will not use or attempt to use any confidential information of the Employer or Clients of the Employer in any manner and for any purpose other than the purpose of the business of the Employer and Clients of the Employer.
- 14..3 The Employee shall not make improper use of the position or placement, or of information that may be acquired by virtue of his or her placement or employment, to gain advantage for himself or herself (or any other person) to the detriment of the Employer or Clients of the Employer.
- 14..4 All matters pertaining to the business of the Employer and Clients of the Employer must be kept strictly confidential. These obligations apply both during and after the employment of the Employee with the Employer and following cessation of any placement with a Client of the Employer. Failure to comply with this may result in disciplinary action, which may include termination of employment and/or termination of placement. During the Employees employment with the Employer, the Employee may learn confidential information either about the Employer, the company or business of the Employer or the business or service needs of Clients of the Employer. Unless an individual employee obtains express permission from the Employer to do so, the Employee must not disclose or use any confidential information he or she obtains.
- 14..5 Confidential information shall include any information that is not available to the public.
- 14..6 Employees must not make any public statement concerning the affairs or management of the Company or any Related Entity without the express agreement of the Managing Director.
- 14..7 The obligations under this clause survive the termination of an employee's employment with The Employer.

15. Company policies and procedures

- 15..1 The Employer has in place various policies and procedures which can be obtained via the online induction, website, or employee portal as directed.
- 15..2 Where a policy or procedure is inconsistent with these Standard Conditions, these Terms and Conditions will prevail.
- 15..3 It is each employee's responsibility to:
 - (j) familiarise themselves with;
 - (k) keep up to date with any amendments to; and

- (l) comply with,

each of The Employer's policies, and failure to do so may result in disciplinary action being taken against the employee (which could include dismissal).

15.4 The Employer's policies and procedures are not incorporated into these Standard Conditions (or an employee's contract of employment) as an express or implied term, are not binding on the Employer and are not intended to confer any entitlement on an employee contractually or otherwise.

16. Intellectual property

16.1 Each employee acknowledges and agrees that:

- (m) all Intellectual Property Rights in Material are owned by, and vest immediately upon creation in, The Employer;
- (n) all Material is owned by, and vests immediately upon creation in, the Employer;
- (o) to the extent necessary, the employee assigns all present and future rights, title and interests in and to all Material, including all Intellectual Property Rights in the Material, to The Employer; and
- (p) the employee will immediately disclose to The Employer (and to no other person) all details of any Material.

16.2 Each employee consents to the Materials being changed, copied, edited, added to, taken from, adapted and/or translated in any manner or context by The Employer, and any person authorised by The Employer, for any purpose related to the Employer's business, notwithstanding that such conduct may amount to breach of the employee's Moral Rights.

16.3 Each employee agrees, both during the term of their employment and after its termination:

- (q) to do all such acts and things as the Employer may reasonably request to secure its Intellectual Property Rights in the Material, and authorises The Employer to act as the employee's attorney to use the employee's name and execute documents on their behalf to obtain and maintain any protection of The Employer's Intellectual Property Rights in that Material;
- (r) not to engage in any conduct that may damage the Employer's Intellectual Property Rights; and
- (s) not to copy, use or remove from the Employer's workplace, any Material in which the Employer has Intellectual Property Rights without the Employer's consent or unless required to for the proper performance of their duties.

16.4 The obligations under this clause survive the termination of an employee's employment with the Employer.

16.5 For the purpose of this clause:

- (t) Intellectual Property Rights means present and future intellectual property rights registered or unregistered conferred under statute, common law or equity in any country including:

- (i) copyright, trademarks, trade secrets, designs, patents, plant breeders rights, trade, business or domain names, know-how, secret processes and other similar proprietary rights, whether or not registered;
- (ii) any application or right to apply for registration of any of the rights referred to in paragraph (i); and
- (iii) the right to maintain the confidentiality of Confidential Information,

but excludes Moral Rights and performers rights

- (u) Material means any material created, generated, discovered, improved, designed or developed by the employee during the course of or in connection with their employment (whether inside or outside of normal working hours or using their own or The Employer equipment and facilities) including but not limited to social media content and connections, inventions, software, code, data, technology, information, databases, designs, biological and chemical material, copyright works, documents, reports, discoveries, ideas, forms, specifications, processes, methodologies, statements, formulae, trade secrets, notes, and drawings.
- (v) Moral rights has the same meaning as in the *Copyright Act 1968* (Cth).

17. Images

17.1 The employee hereby acknowledges that photographs taken, have been taken by The Employer and maybe:

- a) Published on the Company Intranet
- b) That the Employer holds copyright of the photographs for:
 - a. The images being used by The Employer for publications including newsletters, training manuals, reports, brochures, posters and our website
 - b. In print publications on the World Wide Web including but not limited to social media and for promotional purposes
 - c. For purposes related to the activities and services of The Employer
- c) Should an Employee object to the use of their image in line with this clause they must submit a request in writing to the Employer's marketing team to have the image removed.

18. Licenses, Tickets, Registration and Qualifications Required

18.1 Prior to commencing any engagement the Employee will provide copies of all current qualifications, licensing certificates, registration and tickets as required to undertake duties on site to the Employer.

18.2 The Employee must report any change in license, registration, ticket or qualification status (including expiration, suspension or cancellation, provisional or probationary status) and the potential impact of these changes on the ability to undertake the tasks associated with a placement.

18.3 It is the Employee's obligation to maintain any and all relevant qualifications, registrations and licenses for the entire time engaged for work. It is understood that should a license, qualification, ticket or registration expire, be suspended or cancelled during an engagement the Employee may be stood down without pay until this is rectified.

19. Tools and Equipment

19.1 Where the Employee is required to supply their own tools of trade or equipment, they will ensure that all tools and equipment provided or that the Employee otherwise brings to a Client site, meet the applicable Australian Standards, are in good working order and condition, that the Employee is trained in the safe use of such tools and equipment, and that the tools comply with the relevant Employer and Client policies and/or requirements.

19.2 The Employee responsible for maintaining adequate insurance coverage for their own work tools and equipment and, where personal tools and equipment are to be stored on the Client site, that the Employee is satisfied with the security measures of the storage facility. The Employee is responsible for storing of tools and equipment safely and securely during the placement.

19.3 Where required, to use Client or Employer supplied equipment or resources (including but not limited to tools, equipment, vehicles, equipment, facilities or any other or property), the Employee must apply all reasonable care to maintain the equipment in good order and condition, and secure such items in accordance with the relevant Employer and Client policies and/or requirements. All such equipment and resources shall remain the property of the Employee or the Client and must be returned as requested or at the end of a placement. Such care and maintenance shall extend to ensuring high standards of general housekeeping of the work areas in which you operate.

20. Social Networking Media

20.1 During working hours (excluding scheduled breaks) the Employee shall not access any Social Networking Media in any manner whatsoever unless directed to do so by the Employer or the Client.

20.2 The Employee agrees that during the term of a placement, the Employee shall not at any time under any circumstances whatsoever, place, respond, provide or in any other manner cause information in relation to either the Employer, the Client's business (or that of any related entity) or other confidential information to become published via Social Networking Media. This includes but is not limited to conversations that take place about the Employee's employment.

20.3 During the Employee's employment they will not provide any confidential information or information relating to the Employer or their Client's business to a third party that results in the publication of this information on Social Networking Media.

20.4 Social Networking Media means the following and may be changed as notified by the Employer to the Employee from time-to-time:

- a) Facebook - www.facebook.com.au
- b) Twitter (X) - www.twitter.com
- c) Tik Tok – www.tiktok.com
- d) Instagram – www.instagram.com
- e) YouTube - www.youtube.com
- f) All other Internet sites and blogs whose function provides for social networking.

21. Code of Behaviour

21.1 In addition to performing the specific duties for each placement, the Employee is required at all times during the course of employment, to:

- a) Arrive at each assignment punctually and ready to commence work at the required start time.

- b) Work diligently and give The Employer and the Client the full benefit of your knowledge, ingenuity, experience, effort and skill.
- c) Act in a courteous, ethical, professional and honest manner and in the best interests The Employer and the Client.
- d) Participate openly and honestly in all workplace safety and/or performance management investigations, reviews and discussions, and treat the processes as confidential unless otherwise advised.
- e) Comply with The Employer's and the Client's policies and procedures as varied from time to time.
- f) Refrain from engaging in any bullying, harassing, discriminatory or other inappropriate behavior in the workplace or related locations, be it directed at fellow employees or Client staff, via direct or electronic means, regardless of the point and time of access/posting.
- g) Report ALL potential issues of harassment and discrimination or other inappropriate behavior in the workplace, immediately to The Employer and your Client Supervisor.
- h) Take all reasonable steps to avoid conflicts of interest, or the appearance of a conflict of interest, and disclose at the earliest opportunity all potential or actual conflict of interests to The Employer.
- i) Not conduct yourself in such a manner, whether during work hours or after work hours, regardless of whether at home, social settings or employment related accommodation, as to cause damage to The Employer, the Client, the Client's (or other third party's) property, or which brings The Employer or the Client into ill repute.
- j) Adequately care for and maintain The Employer or Client equipment and resources whilst in your possession and this equipment and resources must be used in the manner for which they were intended in accordance with the manufacturer's instructions and within reasonable limits, and not be used in any activities which involve a breach of law or policy.

21.2 Failure or refusal to abide by the Code of Behaviour may have consequences for the employee, including disciplinary action which may lead to the suspension or termination of employment.

22. Suspension

22.1 If, at the discretion of the Employer, the Employees conduct or performance requires they be suspended with or without pay whilst the Employer undertakes an investigation into the allegations, then the Employer may:

- a) direct the Employee not to attend at work; or
- b) direct the Employee to attend at work and undertake other duties; or
- c) allow the Employee to take any accrued annual or long service leave.

22.2 If the Employee's employment is suspended, and clause 17.1(a) applies, then except for the Employee's obligation to attend at work and perform duties, the Employee must comply with the terms and conditions of employment whilst suspended without (or with) pay.

22.3 The Employer undertakes that, where a suspension from work occurs without pay, it will act with an appropriate level of urgency notwithstanding a proper process is conducted.

22.4 Following the investigation, and depending on the findings and at the Employer's discretion, the Employee may be:

- a) Cleared and reinstated; or
- b) Reinstated but subject to further disciplinary action; or
- c) Terminated from engagement; or
- d) Subject to any other appropriate action as determined by the Employer, in their sole discretion, and in accordance with the Workplace law and any other relevant legislation.

23. Severability

Part or all of any clause of these Standard Conditions or an employee's Letter of Offer or Job Description that is illegal or unenforceable will be severed from these Standard Conditions and the remaining provisions of the Standard Conditions will continue in force.

24. Entire agreement

Each employee's Letter of Engagement, Job Description and these Standard Conditions (as amended from time to time) supersedes all previous agreements, arrangements and representations in respect of each employee's employment with The Employer and embodies the entire agreement between The Employer and each of its employees.

EMPLOYEE DECLARATION

I, _____ (FULL NAME)

of _____ (ADDRESS)

understand that this declaration applies to all of the issues listed below and with that understanding

do solemnly declare that:

I have read understood and agree to the content of the document entitled “Fixed Term, Maximum Term or Full Time Standard Terms and Conditions of Employment” and understand that this document applies to all The Employer companies.

EMPLOYEE SIGNATURE (or equivalent electronic acknowledgement)

Signature of Employee

Date

Signature of Employees
Parent/Guardian

Date

Parent/Guardian – Full Name (Please
Print)

(for employees who are under 18 years of age)