



## CASUAL EMPLOYMENT AGREEMENT

We are pleased to confirm our offer of casual employment with New Farm Confectionery Pty Ltd (“New Farm Confectionery”, “company”). This letter sets out the terms of your employment.

### 1. EMPLOYMENT

#### 1.1. Commencing Position

Position: You are appointed to the role of Casual Packaging Assistant  
Dates: The start date of this contract is the same date as your first shift  
Employment Status: Casual  
Reporting to: Operations Manager  
Award: Food, Beverage and Tobacco Manufacturing (FBTMA) (‘The Award’)  
Classification: Level 1

#### 1.2. Acknowledgement

You acknowledge and agree that:

- you have a lawful right to work in Australia and perform the duties and responsibilities of employment contemplated by this letter;
- you will immediately notify the company of any circumstance that might prejudice this right at any time during your employment by the company; and
- in order to enable the company to verify at any time that you have this right, you will provide to the company upon request sufficient evidence to establish this fact.

#### 1.3. Documentation

You will be required to provide:

- Banking Details - for the payment of wages.
- Tax File Number for Taxation purposes.
- Birth Certificate, Citizenship Certificate or Passport with appropriate visa for confirmation of your legal status to obtain employment within Australia.
- Drivers Licence for identification purposes.

Please provide this information upon commencement of employment as failure to provide the required details may result in delays in payroll processing.

#### 1.4. Hours

As a casual employee, your hours will be communicated to you via a roster and there is no guarantee of ongoing or set hours. At a minimum, you will be engaged for 3 hours every time you are rostered to work.

Ordinary hours are to be worked between 6:30am to 6pm Monday to Friday with 30 minutes for lunch (unpaid). Your hours will be confirmed by your supervisor and will be dictated by which store you are located.

If you consider that you are being required to work unreasonable hours, or a job you are doing requires you to work hours that you consider are unreasonable, you should raise this with your manager immediately.

#### 1.5. Exclusive Service

Except in the case of absence by reason of ill health, incapacity, accident or approved leave, you will devote the whole of your time, attention and abilities exclusively to the company’s business during the hours when the company is open for normal business and such other hours as may be reasonable and necessary for you to perform your duties in a satisfactory manner.

## **1.6. Location**

You will work at the company's premises at 22 Lyons Terrace, Windsor.. However, the company may direct you to perform work at other locations, provided that such a direction does not impose unreasonable hardship on you.

## **1.7. Duties and Responsibilities**

You accept that the nature of New Farm Confectionery's business requires flexibility and that you will also perform such additional duties for the company and its directors and your supervisors as they may from time to time reasonably require

You must faithfully and diligently perform the duties for which you are employed to the best of your ability.

You will:

- exercise the powers and discretions, hold the responsibilities and perform the duties and tasks as are conferred, delegated or specified by the company from time to time;
- perform those responsibilities and duties honestly and in a proper and efficient manner;
- use your best endeavours to promote and enhance the interests, welfare, business, profitability, growth and reputation of the company;
- act lawfully and comply with the requirements of all statutes and regulations that apply to your Position;
- not intentionally do anything that is or may be harmful to the company;
- not act, or be seen to act, in conflict with the best interests of the company;
- report to the company promptly, or to such person as the company from time to time determines, at all reasonable times, all information and explanations as required in connection with matters relating to your employment or the business of the company; and
- comply with all lawful and reasonable directions given to you by the company.

## **1.8. Company Policies**

You must be familiar with and observe the company's policies as varied from time to time.

Nothing in the company's policies gives rise to a legal right or benefit enforceable by you.

## **1.9. Qualifications and Experience**

We have made this offer to you on the understanding that:

- Everything that you have told us during the recruitment process is true.
- You have the necessary qualifications and experience to perform the duties required by the position.
- You have told us about the factors that might interfere with your ability to perform the duties of and the inherent requirements of the position.

## **1.10. Workplace health and safety**

You have important responsibilities under the Work Health and Safety Act 2011 (QLD) and the Work Health and Safety Regulations 2011 (QLD) and you must:

- Take reasonable care for your own health and safety
- Take reasonable care that your actions (or failure to act) do not adversely affect the health and safety of others
- Comply with every reasonable instruction that is issued under the Work Health and Safety Act 2011 (QLD), the Work Health and Safety Regulations 2011 (QLD), Work Health and Safety Codes of Practice and the company's policies and procedures; and
- Comply with workplace health and safety policies, procedures, legislation, regulation and Codes of Practice.

## **1.11. Health Information**

If the employee incurs any work related injury or illness, the employee agrees to sign an authority, if requested by the employer, authorising the employer to seek from and/or provide to any treating health professional or relevant insurer (including workers' compensation and any disability insurer) information about the employee's medical condition or any past medical condition relating to the employee's work.

If, at any time, the employer has any doubts about the employee's capacity to perform the duties of the position due to illness or injury, or the employer considers it appropriate to ensure compliance with its workplace health and safety obligations, the employer may request that the employee undergo, at the employer's expense, an examination by a medical practitioner nominated by the employer. In these circumstances, the employee agrees that a written authority enabling the employer to discuss the employee's fitness for duty with the examining medical practitioner will not be unreasonably withheld.

The employer acknowledges that all information obtained in relation to the employee's health under this clause will be kept confidential, to the extent possible, and will only be used for the purpose of assessing the employee's ability to perform the employee's duties and/or the employer's workplace health and safety obligations.

Inconsistency with industrial laws

If the company is subject to obligations in respect of your employment arising under any industrial laws and any such obligation is inconsistent with a term of this letter, the term of this letter will not operate to the extent of that inconsistency.

## **2. REMUNERATION**

The award applicable to your position is the Food, Beverage and Tobacco Manufacturing Award. You will be classified at Level 1

Questions pertaining to your remuneration should be discussed with your immediate manager and human resources.

### **2.1. Amount**

The company will pay you the following:

- The award wage for FBTMA Level 1
- This comprises a base rate plus a casual loading of 25%
- Minimum superannuation company contributions as required by law.
- Your supervisor will have supplied you with your award wage

### **2.2. Method of Payment**

The company will make payments into your nominated bank account(s) fortnightly in arrears.

## **3. COMPANY DEBTS**

If you owe money to the company, forfeit the right to monies already paid or you are paid more than you are entitled to be paid, the company may withhold (to the extent permissible by industrial laws) the amount forfeited, or the amount of the debt or overpayment, from any amounts otherwise payable to you, including salary or reimbursement of expenses.

## **4. LEAVE**

### **4.1. Entitlement**

As a casual employee your leave entitlements are built into your casual rate of pay. If in the event you require leave, then no pay will be forthcoming for that period of leave required. Please advise if you have planned periods of unavailability.

If in the event you are unwell and unable to attend work, you are to notify your Manager as soon as possible.

The company may close between the Christmas and New Year period and you will not be allocated any shifts during this closure.

## **5. CONFIDENTIALITY**

### **5.1. Obligations of confidence**

Throughout the term of your employment you may have access to and be entrusted with confidential information. You acknowledge that the company owns the Confidential Information. You will not acquire any ownership of or right to use the confidential information for your own benefit or the benefit of a third party.

You will, both during your employment and for so long as the Confidential Information remains confidential after the termination of your employment (unless it ceases to be confidential, other than due to your breach of this clause): not at any time, either directly or indirectly, disclose or communicate to any person any confidential information that may come to your knowledge during or in the course of your employment, unless expressly authorised by the company or required by law or court order;

use your best endeavours to prevent disclosure or publication of the confidential information where that disclosure or publication is not authorised by the company;

if required by law or court order to disclose any confidential information, advise the company of that fact and take all lawful steps to confine disclosure of the confidential information and preserve its confidentiality, including taking steps to allow the company or its agents to do so;

not use or attempt to use confidential information for your own purposes or for any purposes other than for the purposes of the company in any manner which may injure or cause loss directly or indirectly to the company and/or its business; and

acknowledge and agree that, without prejudice to any other remedy that the company may have, the company will be entitled to injunctive and other equitable relief to prevent or cure any breach or threatened breach of this clause.

## **5.2. Return of confidential information**

Upon termination of this agreement and at any time upon the company's request you must:

- return to the company any confidential information which is in your possession, custody or power; and
- return to the company all documents in your possession, custody or power containing or referring to any confidential information.

## **5.3. Survival of clause**

This clause will survive the termination of this agreement.

# **6. INTELLECTUAL PROPERTY**

## **6.1. Acknowledgments**

You acknowledge and agree that:

- all intellectual and industrial property rights in confidential information and any modifications and enhancements to confidential information are owned by the company;
- any intellectual property, including without limitation, inventions or works conceived, developed, created or procured by you during or in the course of your employment, and the entire copyright throughout the world in all works, are owned by the company;
- the company owns all intellectual property, including without limitation inventions and works conceived, developed, created or procured by you during or in the course of your employment absolutely and without further payment by the company to you, and to the extent necessary, you irrevocably assign to the company all your present and future rights, title and interests in and to all intellectual property conceived, developed, created or procured by you during or in the course of your employment;
- you must immediately disclose to the company (and to no other person) all the details of any intellectual property, including without limitation, inventions or works conceived, developed, created or procured by you during or in the course of your employment.

## **6.2. Consent**

You:

- consent to the works being reproduced in a material form, published, communicated, performed, changed, copied, edited, added to, taken from, adapted and or translated in any manner or context by the company, and any person authorised by the company to do so, for any purpose related to the company's business, notwithstanding that such conduct may amount to derogatory treatment of the works within the meaning of the *Copyright Act 1968* (Cth) and which but for this consent, may otherwise infringe your moral rights; and
- consent to waive your moral rights in respect of all works conceived, developed, created or procured by you during or in the course of your employment;
- acknowledge that the consent in this clause 6.2 is given genuinely and is not given because any person:
  - applied duress to you (or your representative) to give that consent; or
  - made a false and misleading statement to you in relation to the giving of that consent.

## **6.3. General**

You must, both during your employment and thereafter:

- do all such acts and things as the company may request reasonably to secure to the company ownership or registration rights in the inventions or works conceived, developed, created or procured by you during or in the course of your employment, and you hereby grant to the company the right to use your name to obtain any protection of the inventions or works; and

- not engage in any conduct that may damage the company's intellectual property or industrial rights.

#### 6.4. Survival of clause

This clause will survive the termination of this agreement.

### 7. TERMINATION OF EMPLOYMENT

#### 7.1. Termination by the company

Subject to clauses 7.3, the company may terminate the employment for any reason by giving you the required notice as set out in 7.2.

#### 7.2. Resignation

If you resign from your position, you are required to give notice as outlined under the Fair Work Act 2009. Details are shown below.

Period	Employee's period of continuous service with the employer at the end of the day the notice is given	Period
1	Not more than 1 year	1 week
2	More than 1 year but not more than 3 years	2 weeks
3	More than 3 years but not more than 5 years	3 weeks
4	More than 5 years	4 weeks

If you decline to serve part or all of that notice period, unless you have prior written agreement with the company to reduce the length of the notice period, you will forfeit your right to be paid for that period of notice which you refused to serve.

#### 7.3. Payment in lieu of notice

If a period of notice is required to be given on termination under this clause, the company may, at its option, instead of giving all or part of that notice, pay the employee an equivalent payment of remuneration in lieu of notice. Payments under this subclause constitute full satisfaction and discharge of the company's obligations with respect to notice of termination.

#### 7.4. Summary termination

The company may terminate your employment immediately by giving written notice to you and without notice, payment or compensation to the you if :

- you engage in serious or gross misconduct (including, but not limited to, theft, assault, fraud, the Employee being intoxicated at work and conduct by the Employee that causes imminent and serious risk to a person's health or safety or the reputation, viability or profitability of the Employer);
- you breach a fundamental condition and/or commit a fundamental breach of the conditions of your employment;
- you commit an act of fraud or dishonesty in connection with the company or which reflects upon the company;
- you engage in any conduct which, in the reasonable opinion of the company, might tend to injure the reputation or business of the company;
- you fail or refuse to comply with any lawful direction given to you by the company through its authorised representative;
- you commit any serious or persistent breach of any of your duties or obligations to the Employer (whether under this Agreement or otherwise), including the obligation to comply with the company's policies and procedures;
- you breach a term of this agreement and fail to remedy it within 14 days of being asked to do so by the company;
- the company reasonably concludes that you have not complied with your duties and obligations under this agreement, to the material detriment of the company, after giving written notice to you of the matters of concern and specifying a reasonable time (as determined by the company) in which to respond in writing, and considering that response;
- you commit any other act or omission which materially or detrimentally affects the company including, for example, deliberate disobedience, serious misconduct or serious breach of duty;
- you demonstrate negligence in the performance of the duties.

### **7.5. During the notice period**

If either the company or you are required to give notice of termination under subclause 7.1 or 7.2, the company may in its discretion require you to serve part or all of that period without attending work and/or performing duties.

### **7.6. Acts following termination**

Upon the termination of your employment you must immediately repay all outstanding debts and loans to the company and return to the company any of the following items in your possession: -

- confidential information and intellectual property;
- any document, whether in computerised form or otherwise, relating to any matter within the scope of the business of the company, or to confidential information or any other aspect of your employment;
- all keys and passes belonging to the company;
- all software and associated materials belonging to or licensed to the company; and
- all other property belonging to the company,
- and you will provide the company with a letter certifying that all such items have been returned.

### **7.7. Social Media**

You agree not to use any social media service, including, but not limited to, FaceBook and Twitter, during your ordinary hours of work, unless you are on your lunch break, or are otherwise authorised by the company.

You agree not to use any social media service at any time, whether during or outside your ordinary hours of work, to publish any of the following:

- Any confidential information or intellectual property of the company;
- Any confidential information or intellectual property belonging to a client or supplier of the company;
- Content that disparages the company, or any of its employees, suppliers or clients;
- Content that, in the reasonable opinion of the company that damages the reputation of the company.

You agree not to use any social media service at any time to discriminate, harass, bully or victimise any employee, contractor, supplier or client of the company.

You agree to delete any content you publish via any social media service that the company considers to be in breach of your obligations under this clause and/or this Agreement;

You acknowledge that any breach of this clause may result in the company taking disciplinary action against you, up to and including termination of your employment.

## **8. FAIR WORK STATEMENT**

A copy of the Fair Work Statement is attached to this contract. Please advise this office immediately should that statement not be attached.

## **9. GENERAL PROVISIONS**

### **9.1. Entire agreement**

This letter constitutes the entire agreement between you and the company regarding the matters set out in it and, subject to clause 1.10, supersedes any prior representations, understandings or arrangements between the parties, whether oral or in writing.

### **9.2. Severance**

If any clause or any part of any clause in this agreement is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) of this agreement, which will continue in full force and effect.

### **9.3. Governing law and jurisdiction**

The laws applicable in Queensland govern your employment and this agreement.

The parties submit to the non-exclusive jurisdiction of the courts of Queensland and any courts competent to hear appeals from those courts.

### **9.4. Assignment**

If the event of a change in or transfer of ownership of the business of the company or any interest in the shareholdings of the company, or as otherwise determined by the company acting reasonably, the company may assign its rights and obligations under this agreement providing that:

- the assignee agrees to be bound by the same terms and conditions of this agreement; and
- the company provides one (1) months' notice in writing to the Employee of its intention to do so.
- Other than in accordance with subclause (a), neither party may assign, whether in whole or part, the benefit of this agreement or any rights or obligations under this agreement, without the prior written consent of the other party.

## 10. DEFINITIONS

In this agreement:

- award means the Food, Beverage and Tobacco Manufacturing Award;
- company means New Farm Confectionery Pty Ltd;
- company policies means the policies of the company relating to your employment and includes, without limitation, the company's policies relating to anti-bullying, anti-harassment, work health and safety, information technology and the like.
- conflict of interest means circumstances in which, due to a direct or indirect relationship (commercial or otherwise) involving the employee and a third party, the employee is unable to perform the duties in an objective and independent manner to the best of the employee's ability;
- confidential information means any information relating to the company's intellectual property, Intellectual Property Rights, the business, technology, business affairs, finances, clients, suppliers, employees, contractors or associates, and includes trade secrets, data, know how and other commercially valuable information of the company and extends to all knowledge and information relating to the company's clients, organisation, processes, specifications and technology and includes (without limitation):
  - any client;
  - work products and/or proposed products of the company;
  - the number, nature or mix of products or services provided by the company;
  - intellectual property owned by the company, including intellectual property which is owned by the company by operation of this agreement;
  - technology developed or used by the company;
  - any person who the company or you have approached or canvassed during the employment as a potential client, including their names, addresses, requirements and preferences concerning the products or services produced or that may reasonably be provided by or through the company;
  - marketing or business plans or strategies;
  - information concerning the company's financial performance;
  - techniques, procedures or methods devised by the company or required to be used in the operation of its business, including the training of its personnel;
  - information which the company indicates is confidential;
  - information which by its very nature might reasonably be understood to be confidential or to have been disclosed to the Employee in confidence;
  - information which is commercially valuable or would be of commercial value to a competitor of the company;
  - information which relates to the company's financial affairs, including performance or profitability reports and margins, the purchase price of the company's supplies and the price the company charges for its services or products;
  - information which relates to any of the company's clients or suppliers or to any arrangements or transactions between them;
  - information which relates to or is contained in any client records or supplier records belonging to or held by the company;
  - information which relates to trade secrets, intellectual property or intellectual property rights, development processes, formulae, applications, unique features or techniques in relation to or connected or associated with any of the company's products or services;
  - information prepared for the company or received by the company on a confidential basis;
  - details of the Employee's remuneration or other benefits provided to the Employee or to other employees of the company;
  - details of the purchase or sale prices of products or services bought, sold or provided by the company;
  - except for information that was rightfully in the possession of the Employee and not subject to an obligation of confidentiality on the Employee before the employee commenced employment with

- the company; or
- is or, after the date of commencement of employment becomes available in the public domain (other than as a result of a breach of this Agreement).
- during or in the course of your employment means the following;
  - during the term of your employment with the company and/or any related bodies corporate to the company;
  - in the course of the performance of your duties and/or obligations under this agreement;
  - during company events;
  - whilst using facilities owned by or under the control of the company and/or any related bodies corporate to the company; or
  - whilst using resources owned by or under the control of the company and/or any related bodies corporate to the company.
- industrial laws means any applicable industrial award, enterprise agreement or industrial legislation;
  - intellectual property includes letters patent, trademarks (whether registered or unregistered), registered or unregistered designs, utility models, copyrights, including design copyrights, copyright works and future copyright, works, applications for any of the foregoing and the right to apply for them in any part of the world, service marks, logos, processes, systems, manuals, corporate names, goodwill, secret processes, information, expertise and Trade Secrets, discoveries, creations, inventions or improvements upon or additions to an invention, Confidential Information, know-how and any research effort relating to any of the above, business names, whether registrable or not, Moral Rights and any similar rights in any country;
  - intellectual property rights means all present and future rights conferred by statute, common law or equity throughout the world, whether registered or unregistered, in or in relation to and including (without limitation) any intellectual property, works, copyright, future copyright, Moral Rights, trademarks, service marks, designs, patents, circuit layouts, data, known how, Trade Secrets, business and domain names, inventions, and Confidential Information and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether or not registrable, registered or patentable and all applications and rights in relation to registration of such rights, whether created before, on or after the date of this Agreement including all rights in all applications to register these rights, all renewals and extensions of these rights and all rights in the nature of these rights, such as moral rights
- regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a
- full-time employee or part-time employee under the provisions of the award.
- trade secret includes any technologies, proprietary knowledge (know-how), Confidential Information and other Intellectual Property in relation to the company's goods, products, devices, systems and processes.

If you intend to accept this offer, please confirm your understanding and acceptance of these arrangements by emailing your supervisor stating your acceptance. A copy can be provided to you on request.

We look forward to welcoming you to New Farm Confectionery.

Yours sincerely



Jodie Neilson  
 Director  
 New Farm Confectionery