

## EMPLOYMENT AGREEMENT

This Agreement is made between **Playfair Visa and Migration Services** ("the Company") and ..... ("the Employee").

The Employer agrees to engage the Employee and the Employee agrees to work for the Employer under the following terms and conditions:

### **1. Commencement**

The Agreement between the Employee and the Company will commence on **28 July 2013**.

### **2. Conditions of Employment**

Employment will be on a casual basis. The Employee will carry out his/her duties as a member of a taskforce at an offshore Regional Processing Centre ("RPC"). At the date of this Agreement, RPCs were based at Manus Island, Papua New Guinea, and at Nauru. While it is anticipated that the majority of the Employee's duties will be performed at Manus Island RPC, the Employee acknowledges that the Employer may require the Employee to perform similar duties at Nauru RPC, or other RPCs elsewhere.

### **3. Undertakings by the Employee**

The Employee warrants:

- 3.1. to perform the prescribed duties in a healthy and safe manner and in compliance with relevant occupational health and safety legislation;
- 3.2. not to bring the Employer, its officers or employees, contract workers or agents into disrepute by any word, action, inaction or conduct of any other sort;
- 3.3. that the information provided to the Employer by the Employee in the Employee's resume on application for this position is true and correct;
- 3.4. to comply with all federal and state anti-discrimination and anti harassment legislation that applies to the Employee's employment;
- 3.5. that the Employee is in a sufficiently good state of health to perform all of the prescribed duties and obligations under this Contract.

### **4. Duties**

Duties and standards that the Employee is required to meet and maintain are outlined in the Protocol for Playfair Visa and Migration Services annexed to this Contract (**Schedule A**), and in any applicable position description as may be varied by the Employer from time to time (see clause 5).

- 4.1. The Employer may vary the Employee's duties at the Employer's sole discretion to take into account changes in the Employer's business patterns and practices and requirements of customers and as may be required by legislation from time to time.
- 4.2. During the period of employment, the Employee must:
  - i. diligently perform employment duties in a proper and efficient manner; and

- ii. devote the whole of the Employee's time, attention and abilities exclusively to the Employer's business during working hours and such other hours as are reasonably necessary to perform duties under this Contract; and
- iii. use best endeavours to promote the interests of the Employer's business; and
- iv. comply with all lawful and reasonable directions and instructions given by the Employer.

## 5. Position Description

The Employee will be employed in the position of Claims Assistance Provider ("CAP"). A copy of the Employee's position description is attached as schedule "B" to this Agreement.

Unless otherwise notified, the Employee will report directly to the Practice Manager.

## 6. Days of Work

According to the terms of the Employer's agreement with the Department of Immigration and Citizenship ("DIAC"), a *Business Day* is defined as a day where DIAC requires staff of the Employer to provide protection claims assistance at the RPC under task force conditions.

During the task force, DIAC may also allow for *Rest Days*. It is the Employer's understanding that DIAC will allow for up to two Rest Days during a two week task force. The Employer and Employee acknowledge that this may vary according to changing conditions at the RPC and is at the sole discretion of DIAC.

*Travel Days* are days spent travelling to and from the Employee's nearest capital city and the RPC.

## 7. Remuneration

The Employee will be paid \$500.00, inclusive of superannuation and inclusive of the statutory tax-free travel allowance for every business day as defined in item 6 of the agreement.

The employee will be paid the statutory tax-free travel allowance of \$165.00 for every rest day and travel day spent outside of Australia.

The employee will be paid the statutory tax-free travel allowance of \$116.00 for every travel day spent in Australia.

All payments to the Employee will be made fortnightly, in arrears.

## 8. Expenses

DIAC will book and meet the costs of transporting the Employee to and from his/her nearest capital city and the RPC.

DIAC will book and meet the costs of the Employee's accommodation outside of Australia, including the accommodation at the RPC.

It is the Employer's understanding that meals will be provided at the RPC at subsidized rates. The statutory travel allowance caters in part for the costs of the Employee's meals while on deployment.

The employee is responsible for the costs of travel to and from his/her nearest capital city to his/her place of residence.

The Employee undertakes to allow 8kg of his/her check-in luggage allowance to carry a printer and toner or scanner to the RPC. The Employer will meet the costs of purchasing the printer. The Employer will not meet

the costs of any excess luggage charges levied by an airline, and it is the Employee's responsibility to ensure that any additional items checked in do not exceed the balance check-in allowance. In the Employer's experience, check-in allowance is usually between 20-23kg.

## **9. Superannuation**

Superannuation is funded in accordance with the requirements of the Superannuation Guarantee Charge Act 1992, as amended.

## **10. Leave**

- 10.1. Annual Leave – as a casual employee, the Employee is not entitled to annual or long service leave;
- 10.2. Personal Leave – as a casual employee, the Employee is not entitled to Personal Leave;
- 10.3. Sick Leave – as a casual employee, the Employee is not entitled to Sick Leave.

## **11. Termination**

As a casual employee, the Employee understands that this Agreement can be cancelled by the Employer for any reason with one days' notice.

Notwithstanding the above, the Employee acknowledges that the following (non-exclusive) items constitute acts of serious misconduct, which will result in immediate termination of the Agreement.

- 11.1. being under the influence of alcohol or drugs whilst at work to the point where performance is affected;
- 11.2. bullying or behaving unacceptably towards any other person whilst at work including fellow employees and clients;
- 11.3. theft, dishonesty or fraud;
- 11.4. willfully disobeying a lawful and reasonable direction of the Employer and/or Employer management;
- 11.5. willfully or recklessly damaging property belonging to the Employer;
- 11.6. breaching any term, duty or obligation under this Agreement;
- 11.7. harassing sexually or unlawfully discriminating against any other employee or other person during the course of employment;
- 11.8. professional misconduct; and/or
- 11.9. any other matter which would at law justify summary dismissal.

On termination of employment, the Employee will return any Employer property or confidential Employer documentation in their possession to the Employer as soon as practicable and must deliver to the company, all documents (including any copies), computer programs (including any copies) and equipment which may be in their possession or control and which relate in any way to the business of the firm.

Should the Employer have need to terminate the Agreement with the Employee due to serious misconduct while the Employee is on assignment, the Employer and/or DIAC reserve the right to recover from the Employee the reasonable costs of returning the Employee to his/her nearest capital city, and the reasonable costs of transporting a replacement to the RPC.

## **12. Confidentiality**

The Employee agrees to keep confidential and not utilise or disclose directly or indirectly to any person any confidential information that may be acquired as a result of the employment without the prior written consent of the Employer. Confidential information includes, but is not limited to, electronic files and hard copy documents held by the Employer. In particular:

- 12.1. The Employee will not disclose any of the Employer's records or materials of any description by any means to any other party. If in doubt the Employee will write to the Employer to clarify any possible breach of this clause in advance of any action the Employee may take. The rights and obligations of the parties under this sub clause will survive termination of this Contract;
- 12.2. The Employee will comply with the Protocol for Playfair Visa and Migration Services, and any variations made to the document by the Employer from time to time;
- 12.3. Due to the highly sensitive nature of offshore processing arrangements, the Employee will not disclose any information relating to the Employee's role, in particular clauses 5, 6 and schedule B of this agreement. The Employee will not disclose any information relating to the deployment or the RPC.

## **13. Fair Work Information Statement**

The Employer advises the Employee to familiarize him/herself with the Fair Work Information Statement in accordance with the NES (Annexure C). The Employer will furnish the Employee with a copy of this document upon request.

## **14. Appropriate Dress**

As a representative of the company, it is expected that you will dress appropriately and conduct yourselves professionally at the RPC. The Employer will provide a briefing in regard to appropriate dress prior to deployment.

## **15. Smoking and Health and Safety**

This is a non-smoking office. Employees are not permitted to leave the office during working hours to smoke and are also expected to promote our goal of a safe work place. You are encouraged to immediately report to your manager any health and safety concerns that might arise from time to time.

## **16. Discrimination, Harassment and Bullying**

The company is committed to a workplace free from discrimination, harassment and bullying.

We expect employees and management to conduct workplace relationships based on the principles of mutual tolerance and respect. Any employee (including managers and team leaders) found breaching these fundamental principles may be guilty of serious misconduct. See clause 8 of this Agreement.

## **17. Essential items to be provided by the Employee**

At each deployment / task force, the Employee is expected to provide at his/her cost the following items:

- 17.1. A laptop with the Microsoft Windows 7 operating system, with at least two USB ports. Employees using laptops with other operating systems acknowledge that they are responsible for ensuring the compatibility of their laptop to the documents used at the RPC, as well as connectivity to network connections at the RPC, and connectivity to peripheral hardware at the

RPC such as (but not limited to) printers, scanners, USB drives and multifunction devices. The employee acknowledges that any tasks the employee is unable to complete within the allocated time due to the failure of their laptop may result in the Employee being remunerated for a Rest Day as opposed to a Business Day;

- 17.2. Each laptop must have Microsoft Office 2010 or a more recent version installed. If the Employee has an earlier version, the Employee undertakes to install all requisite Microsoft Office "compatibility packs" to ensure that documents created on newer versions can be opened and used by the Employee;
- 17.3. Each laptop must have Adobe Acrobat Professional installed. This is a critical requirement to the Employee being able to edit and save the PNG Refugee Determination application in its current form.

18. **Entire Agreement**

Any provision of this Agreement or part thereof which is void or voidable by either party or unenforceable or illegal is not to affect the validity or enforceability of the remaining provisions of the Agreement and is to be read down so as to validate and render enforceable or, if it cannot be so read down, is to be severed from this Agreement with the intent that the remaining provisions of this Agreement continue in full force and effect.

If there is any conflict between the express terms of this Agreement with a Modern Award that may apply and the National Employment Standards (NES) (in a way that is less beneficial to the employee) the NES and the Modern Award prevail to the extent of any inconsistency.

Signed by the said Employee

Print Name and Date

Elizabeth Maree Thompson 28th July 2013

Signed by the said Employer

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Print Name and Date

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## **Schedule A**

Updated: 1 October 2011

### **PROTOCOL FOR PLAYFAIR VISA AND MIGRATION SERVICES**

#### **File Security**

No files are to be removed from the office, including any other client property i.e. file correspondence, contents of the file. In the event that a file has to be taken out of the office, there must be a mutual written agreement with the owner of Playfair Visa and Migration Services, who will sign the *File Removal* notice to authorise its removal from the office.

Any file authorised to be removed from the office, must be returned by the scheduled date to the owner of Playfair Visa and Migration Services, who will sign the *File Removal* book to indicate its return.

No computer files and/or templates to be removed from the computer system without authorisation from the owner of Playfair Visa and Migration Services.

#### **File & Case management**

All employees of Playfair are expected to follow protocols for registering; managing and closing files. Case management and submission writing must be done as instructed.

#### **Credit Card Authorisation**

AMEX Credit cards are held by Petra Playfair and Wilson Chu

All other staff members must obtain authorisation from Petra Playfair or Wilson Chu to use the American Express Credit Card for lodgement fees.

Credit card use is not to be authorised, in Petra or Wilson's absence, by any other Agent who has access to a credit card, without authorisation, in writing, from Petra Playfair or Wilson Chu.

#### **Processing client payments**

Processing of client payments to MYOB is undertaken by Caroline Vickery and Hoa Do.

Cheques that are forwarded by post or cash taken from clients attending the office should be immediately directed to them for immediate processing.

Depositing money to the bank in the primary and Client accounts are the responsibility of the Receptionist/Secretary. Immediately on receipt and prior to banking cheques and/or cash, details of the payment must be provided to Wilson/Caroline. They will provide you with the Invoice Number to include with the relevant bank book entry. This is necessary to ensure payments are accurately tracked and recorded in the system.

#### **Communication with clients**

All communication with clients must be undertaken using the property of Playfair (i.e. company phone; fax; email; postal address).

The use of private details (i.e. home or other email not hosted by Playfair, home address, home telephone/fax and private mobile phone) is not permitted for the purpose of communicating with clients.

All written correspondence (and where possible communication) with clients must be undertaken in the second rather than first person e.g. "we will do..." rather than "I will do.."

### **Personal Appointments**

Personal appointments e.g. Medical or Dental should be made during lunch hour or out of business hours. Most services are provided in the CBD therefore you should request that referrals be made to offices in the city as much as possible.

### **Emails**

Personal emails are prohibited during office hours i.e. incoming and out going emails, video clips and forward emails

### **Phone calls**

Personal phone calls are prohibited during office hours (except for emergency).

### **Internet usage**

Personal usage of internet is prohibited during office hours i.e. surfing, facebook, twitter, msn, hotmail and downloading.

### **Music**

IPODS, CD players, walkmans and radio usage are prohibited during working hours.

### **Dress code**

Singlets, thongs, ripped jeans and casual clothing are prohibited (you are expected to dress appropriately at all times – smart/business attire)

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| <p><b>NOTE: SHOULD ANY OF THE ABOVE CONDITIONS BE BREACHED A FORMAL WRITTEN WARNING WILL BE ISSUED</b></p> |
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I have read the above Protocol provided to me by Playfair Visa and Migration Services.

I agree to abide by the above conditions during my employment

Signature

Elizabeth Maree Thompson

Print Name

28 July 2013

Date

## CONFIDENTIALITY AGREEMENT

Playfair Visa and Migration Service  
Suite 501, 37 Bligh Street  
Sydney, NSW 2000

I acknowledge that any information disclosed to me by Playfair Visa and Migration Services ("**Playfair**") is disclosed in confidence.

I undertake to keep strictly confidential the information and not to use or disclose the information in whole or in part in any way whatsoever other than in accordance with the terms and conditions of this Agreement.

I undertake that I shall not communicate, divulge or expose either directly or indirectly, any information to any person, firm, corporation or other third party without the prior written consent of Playfair.

Consent shall be obtained in respect of each such divulgence or communication or exposure and may include a requirement that the third party also execute a confidentiality agreement in a form satisfactory to Playfair.

Signature

Elizabeth Maree Thompson

Print Name

28th July 2013

Date



## **SCHEDULE B**

### **CLAIMS ASSISTANCE PROVIDER**

All CAPs will be required to perform some or all of the following tasks during their deployment at the Regional Processing Centre (hereinafter referred to as “the RPC”):

- Application assistance in Papua New Guinea (hereinafter referred to as “PNG”) in line with the Memorandum of Understanding between the government of the independent state of PNG and the government of Australia. This includes assistance with Refugee Status Determination under PNG legislation to detainees at the RPC;
- Providing group information sessions to detainees;
- Assisting other CAPs with quality checking of applications;
- Lodging applications with the PNG Department of Immigration in accordance with their prescribed protocols and procedures;
- Following instructions of the Team Leader and reporting issues of concern to the team leader within a reasonable period of time.