



MASTER EMPLOYMENT CONTRACT
Thiess Services Pty Ltd

THIESS SERVICES PTY LTD
+61 7 3169 8300

The Precinct 2
Level 1, 10 Browning Street
West End Qld 4101

Locked Bag 2015
South Brisbane Qld 4101

Telephone (07) 3169 8300
Facsimile (07) 3846 0678

This employment contract is executed and entered into by and among:

- A. Employer : Thiess Services Pty Ltd
Address : Locked Bag 2015, South Brisbane, Qld 4101, Australia
Telephone No : +61 7 3169 8300
- B. Represented in the Philippines by:
Name of Agent: [REDACTED]
Prime Manpower Resources Development, Inc.
Address : 15th Floor Bankmer Building 6756 Ayala Avenue,
1226 Makati City, Philippines,
Telephone No : (632) 878-2700

- and -

- C. Employee: [REDACTED]
Civil Status: [REDACTED]
Passport No.: [REDACTED]
Date/ Place of Issue: [REDACTED]
Address: [REDACTED]

Voluntarily binding themselves to the following terms and condition.

1. Site of Employment: **(Melbourne, Australia Destination Country)**

Melbourne, Australia, although you should note that as part of your duties you may be required to travel to other locations for varying periods of time.

2. Contract Duration: **(/2 Years)** beginning from employee's departure from the Philippines to the **Australia**.
3. Employee's Position: **ELECTRICAL DISTRIBUTION / LINEMAN LEVEL 5 (as per approved J.O.)**
- 3.1 Subject to you being granted a long term temporary work visa for work in Australia and your gaining required accreditation (refer to clause 14 final bullet point), you are employed as an Electrical Linesperson and will work according to the job description attached to this contract. The employer, at its discretion, may vary your duties providing the variation is safe, reasonable and within your skills, competence and training.



4. Basic Monthly Salary: \$5,115.50 (AUD) _____ (as per approved J.O.)
5. Ordinary Hours of work: Monday to Friday 6am to 6pm on a 36 hour week
- 5.1 The standard work roster within the ordinary hours of work is 8 hours and 20 minutes per day which are undertaken between 6am to 6 pm Monday to Friday on a nine day fortnight basis as per the Thiess Services Pty Ltd Powerline Enterprise Agreement 2007 – 2010 ("Enterprise Agreement").
- 5.2 It may be necessary to vary these days/hours from time to time to meet the operational needs of the business and all overtime will be paid as per the relevant rate set out in the Enterprise Agreement.
- 5.3 Should the standard working hours be changed at any time you will be advised of these changes in writing.
- 5.4 Overtime Pay:
- a. For work over regular working hours: first 2 hours x 1.5; remainder x 2
 - b. For work on designated rest day and holidays: double time on Sunday and double and a half on public holiday _____.
6. Leave with Full Pay:
- a. Vacation Leave: 20 days per year
 - b. Sick Leave: 10 days per year

The employee, as prescribed in the National Electrical, Electronic and Communications Contracting Industry Award 1998 ("the Award"), is entitled to annual leave on full pay for a period equal to 4 weeks for each 12 months' service (less the period of leave) with the employer.



Annual leave accrues pro rata on a weekly basis but does not accrue during any period of unpaid leave.

If the employee's employment ceases before the employee has taken annual leave to which the employee is entitled, the employee shall be paid for the untaken leave.

Annual leave accumulates from year to year so that any annual leave not taken in a year of employment shall carry forward to the next year.

7. Free transportation to the site of employment and in the following cases, free return transportation to the Philippines:



- a. Expiration of this contract;
 - b. Termination of this contract by the employer without just cause;
 - c. If the employee is unable to continue to work due to work connected or work aggravated injury or illness;
 - d. Force majeure; and,
 - e. In such other cases, when this contract is terminated through no fault of the employee.
8. Personal life and accident insurance in accordance with the AUSTRALIA and/or Philippine government(s) laws without cost to the employee.
9. In the event of death of the employee during the term of this contract, the remains and personal belongings of the employee shall be repatriated to the Philippines at the expense of the employer. In case the repatriation of remains of the employee is not possible, the same may be disposed of upon prior approval of the employee's next of kin and/or by the Philippine Embassy/ Consulate found nearest to the site of employment.
10. The employer shall assist the employee's nominated relative in remitting all appropriate eligible final pay of his/her salary through the proper banking channel or other means authorized by law.
11. Termination:
 - a. **Termination by Employer.** The employer may terminate this contract on the following just causes: (i) serious misconduct; (ii) willful disobedience of employer's lawful orders; (iii) habitual neglect of duties; (iv) absenteeism; (v) insubordination; (vi) revealing secrets of the establishment; (vii) engaging in trade union activities; and/or, (viii) when the employee violates the customs, tradition, and laws of the AUSTRALIA and/or the terms of this contract. 
 -  In such an event, the employee shall shoulder the expenses for his/her own repatriation back to the Philippines.
 - b. **Termination by the Employee.**
 - Should the employee choose to terminate his or her contract of employment before the expiration of two years from date of commencement then the company reserves the right to require reimbursement from such employee of all the company's associated costs of relocating and engaging the employee and to also require the employee to bear the full expense of the Company engaging a replacement to the position. The employee will pay any such amount on demand and Thiess



Services may (in addition to its other rights) set off such amount against any monies payable by it to the employee.

- Where the employee has given notice of intention to terminate his or her employment, the employee will also from such date indemnify the Company for any future costs that the Company may incur arising from the sponsorship nomination for that employee.
- Should the employee fail to gain accreditation to Australian standards (and/or, where applicable, to the customer's standards) in their designated occupation the Company reserves its right to withdraw its sponsorship nomination for obtaining a long term temporary work visa for Australia. In such circumstances the employee's employment with the Company will be terminated and the Company at its discretion can seek reimbursement from the employee for all the Company's associated costs of relocating and engaging the employee and to also require the employee to bear the full expense of the Company engaging a replacement to the position. The employee will pay any such amount on demand and Thiess Services may (in addition to its other rights) set off such amount against any monies payable by it to the employee. In addition the employee will also indemnify the Company for any future costs that the Company may incur arising from the sponsorship nomination for that employee.
- By accepting this offer of employment you agree to be bound by and comply with the '457 Sponsored Person's Contract Conditions' that are attached to this offer and have been previously forwarded to you. It is important that you read and understand what is contained in those Contract Conditions as acceptance of this offer means that you agree to indemnify the Company against any debts owed by you or your dependants to the Commonwealth *Government* for which the Company may be liable and agree that the Company may *recover* any such debt either by deducting against any monies the Company owes to you or any other legal means available. For the purposes of this agreement your indemnity in favour of the Company includes liabilities incurred by the Company in relation to any of your dependents, that is any person, whether they be a partner, family member, child or any other person, that accompanies you to Australia and is sponsored by the Company as part of the "457 Sponsored Person's Contract Conditions". Such indemnity will continue to apply *even* in the *event* that you leave the employment of the Company and or if any



of the persons sponsored by the Company as your dependents ceases to be your dependent.

- The employee may terminate this contract without just cause by serving a (1) month advanced written notice to the employer. The employer upon whom such notice is so served may hold the employee liable for damages for such termination.
 - In such an event, the employee shall shoulder the expenses for his/her own repatriation back to the Philippines.
- c. **Termination due to illness.** Either party may terminate this contract on the ground of illness, diseases or injury suffered by the employee.

In such an event, the employer shall shoulder the expenses for the repatriation of the employee back to the Philippines.

12. Settlement of Disputes: All claims and complaints relative to this contract shall be settled in accordance with employer's policies, rules and regulations. In case the employee contests the decision of the employer, the matter shall be settled amicably with the participation of the Labor Attache or any authorized representative of the Philippine Embassy/Consulate nearest the site of employment. In case the amicable settlement fails, the matter shall be submitted to the competent or appropriate government body in the AUSTRALIA or, if permissible under the laws of the AUSTRALIA, in the Philippines, at the option of the complaining party.
13. The employee shall observe the employer's company rules and abide by the pertinent laws of the AUSTRALIA and respect its customs and tradition.
14. Applicable Law: Other terms and conditions of employment which are consistent with the above provisions shall be governed by the pertinent laws of the AUSTRALIA.

In witness whereof, we hereby sign this contract this 28th day of May 2012
~~Prime Manpower Resources Development, Inc., Manila Philippines.~~

[Redacted]
Name of Employee

[Redacted]
Executive General Manager
Thiess Services Pty Ltd

[Redacted]
Witness

[Redacted]
Witness

PRIME MANPOWER
RESOURCES DEVELOPMENT INC.

[Redacted]
DIRECTOR AND HR MANAGER

[Redacted]
WITNESS

[Redacted]
Notary Public

[Redacted]
Queensland Australia

