

## TERMS AND CONDITION OF EMPLOYMENT

### What are my conditions of employment?

When you accept a job (as an employee) you agree to work for your employer under specified conditions. These conditions depend on federal and state industrial laws as well as any relevant **award** or **agreement** or **contract** that covers your work.

You should be able to find your terms and conditions of employment in one or a combination of the following documents:

- The **Fair Work Act 2009** which outlines the National Employment Standards that apply to all employees under the Commonwealth jurisdiction in Queensland (excludes employees working for State or Local Governments).
- A written common law contract
- A verbal common law contract (your employer tells you your conditions and you agree)
- A letter of offer
- A Award
- An Enterprise Agreement
- National or Queensland specific legislation regarding workplace health and safety, workers compensation, public holidays, long service leave and anti-discrimination protections.

### Minimum Conditions (National Employment Standards)

Under the Fair Work Act (2009) employees must be provided with the following minimum conditions:

### Maximum Weekly Hours

A maximum of 38 ordinary hours of work per week, which can be averaged out over 12 months if agreed in writing, plus reasonable additional hours.

### Flexible Work Arrangements

A request can be made for flexible working arrangements if you are a parent or have responsibility for the care of a child under school age; are a carer (as per the meaning of the Carer Recognition Act 2010); have a disability; are 55 or older; are experiencing domestic or family violence from a member of the your family; or you are the carer or provide support to somebody who is experiencing domestic or family violence who requires care or support because they are experiencing violence from that person's family. To make a request you must have 12 months continuous service on a full-time or part-time basis with the employer, and if you are a long-term casual, you must have an expectation of ongoing employment on a regular and systematic basis.

## Parental Leave

52 weeks of unpaid parental leave for each parent (for permanent workers and casuals who have worked continuously for the employer for at least 12 months), with the option for one parent to request a second 52 weeks unpaid leave if their partner is not intending to utilise theirs. The employer can refuse the second year of leave on reasonable business grounds.

## Annual Leave

Four weeks of paid annual leave per year for permanent full-time employees (pro rata for part-timers), with an additional week for employees who regularly work day and night shifts and shifts on Sundays, Saturdays and public holidays

## Paid Personal or Carer's Leave

Ten days of paid personal leave (which can be used for sick leave or Carer's leave) for full-time permanent or pro rata for part-time permanent employees.

## Unpaid Carer's Leave

Two days of unpaid carers leave per occasion each time a member of your immediate family or household is ill, injured or affected by an unexpected emergency. This is for permanent and casual workers but permanent workers can only access this once their paid entitlements have been used up.

## Compassionate Leave

Two days of paid compassionate leave per occasion for permanent employees and two days unpaid for casual employees. Compassionate leave can be taken when a member of an employee's immediate family or household dies or suffers a life-threatening illness or injury.

## Community Service Leave

Employees can take community service leave to engage in an eligible community service activities including jury duty and voluntary emergency management activities. This leave is usually unpaid although jury duty may be paid in some circumstances.

## Long Service Leave

Long service leave is a period of paid leave granted to an employee in recognition of a long period of service to an employer. Entitlements for long service leave are provided for in the *Industrial Relations Act 1999* or in your Award or Agreement. For more information visit the Queensland Government Fair and Safe Work Website. <http://www.justice.qld.gov.au/fair-and-safe-work/industrial-relations/long-service-leave/long-service-leave-frequently-asked-questions>

## Paid Public Holidays

Employees get a paid day off on gazetted public holidays if the holiday falls on a day they would normally go to work. Employees don't have to work on a public holiday. An employer can ask an

employee to work on a public holiday, if the request is reasonable. An employee may refuse a request to work if they have reasonable grounds.

### **Notice of Termination and Redundancy Pay**

To end an employee's employment an employer has to give them notice. There are minimum amounts of notice periods depending on how long an employee has worked in their job. If the employee is over 45 years of age and has worked for the employer for more than two years they get an extra weeks notice on top of the minimum amount. )

An employee gets redundancy pay based on the length of their service with the employer.. If there are less than 15 employees in a business, redundancy pay may not have to be paid.

### **Provision of a Fair Work Information Statement**

The statement must be provided to all new employees and contains information about the National Employment Standards, Awards, agreement-making, the right to freedom of association, termination of employment, individual flexibility arrangements, union rights of entry, transfer of business, and the respective roles of the Fair Work Commission and Fair Work Ombudsman.

### **Before Starting Work**

After you accept an offer of employment, your employer should ask you to complete a Tax File Number Declaration and provide some personal/contact details for your employment records. A form can also be obtained through the Australian Tax Office website.

### **Probation or Minimum Employment Periods**

Your employer may require a probationary period which should be set out in your contract of employment. Probation is a period on your usual pay during which you and your employer decide whether you suit the job.

Employees are also subject to a minimum employment period where they are not eligible to make a claim for unfair dismissal. This period is 12 months for employees in a small business (less than 15 employees based on headcount including long term casuals).

### **Awards and Agreements**

Awards provide minimum conditions for all employees in particular industries or occupations. If you are employed under an Award your employer must provide the minimum conditions in that award.

The terms and conditions in an Award don't apply when an Agreement sets out the conditions of employment for a workplace. Most agreements are enterprise agreements but some workplaces have a collective agreement or a certified agreement or or an Individual Transitional Employment Agreement. Agreements are registered with the Fair Work Commission and are available to the public. You can only be covered by one agreement at a time. To find an agreement go to the [Fair Commission website](#). For more information about the terms and conditions of an agreement contact the Fair Work Ombudsman.

## Common Law Contracts

An employment contract is an agreement between an employer and employee that sets out terms and conditions of employment. It can be in writing or verbal., The terms and conditions you agree to when accepting employment are legally binding. A common law contract does not have to comply with the same rules as an agreement and is not registered with the Fair Work Commission.

A common law contract cannot make employees worse off than their legal minimums.

It is important to read and understand the conditions offered in a common law contract before you sign and all verbal agreements should also be documented. Copies should be kept by both parties.

## Workplace Health and Safety

There are minimum standards and codes of practice regarding safe work practices under the [Work Health and Safety Act 2011](#) (WHS) provides a framework to protect the health, safety and welfare of all workers at work.

All workers are protected by the WHS Act. This includes employees, contractors, subcontractors, outworkers, apprentices and trainees, work experience students, volunteers and employers who perform work. The WHS Act also provides protection for the general public so that their health and safety is not placed at risk by work activities. Amendments to Work Health and Safety (WHS) laws came into effect on 16 May 2014. Employers have an obligation to ensure that employees are not exposed to risks to their health and safety in the conduct of their work. Employees also have an obligation to follow appropriate procedures.

## Subcontractors or Independent Contractors

Sub or independent contractors are not employees and are responsible for their own taxation, business registration, insurance, workers compensation, replacing and purchasing of equipment and payment of superannuation. Independent contractors are not entitled to the same protections as employees. For more information visit: <http://www.fairwork.gov.au/about-us/policies-and-guides/fact-sheets/rights-and-obligations/contractors-and-employees-whats-the-difference> or contact the Independent Contractors Hotline on 1300 667 850

## Labour Hire

You may be engaged by a host employer if you work for a labour hire company. The labour hire company assigns its workers to perform work in other organisations or businesses. The host organisation pays a fee to the labour hire company and is not your direct employer.

The labour hire company is responsible for ensuring that its employees receive their minimum employment entitlements. Employees are covered by the minimum entitlements provided by the Fair Work Act 2009 and will usually be covered by an award.

Both the labour hire company and the host employer have obligations in relation to workplace health and safety. They also have obligations under State and Commonwealth discrimination legislation to ensure labour hire employees are not subjected to discrimination or sexual harassment.

If you are a labour hire employee and you are not being paid the relevant award rate or your conditions are below the National Employment Standards then seek advice about your situation.

## **Workers on Visas**

If you are employed under a visa that allows you to work in Australia (for example a 457 or 417 visa) then your employer must comply with both Australian employment and immigration laws. This includes your right to the same pay as an Australian employee who has the same occupation as you. If you are not being paid correctly or fairly contact the Fair Work Ombudsman.

If you need an interpreter when contacting the Fair Work Ombudsman, phone the Translating and Interpreting Service (TIS) on 131 450. The websites for the Fair Work Commission and the Fair Work Ombudsman provide further about your basic rights at work.

### **FOR MORE INFORMATION**

**Fair Work Infoline** (For advice about wages, dismissal, employment conditions and discrimination complaints)

Ph: 13 13 94

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

**Fair Work Commission** (For advice about unfair dismissal and general protections information and application forms)

Ph: 1300 799 675

[www.fwa.gov.au](http://www.fwa.gov.au)

**Queensland Council of Unions** (for information about joining a union)

Ph: 3846 2468

[www.qcu.asn.au](http://www.qcu.asn.au)

**Anti-Discrimination Commission Queensland (for information about discrimination that occurred in QLD)**

Ph: 1300 130 670

[www.adcq.qld.gov.au](http://www.adcq.qld.gov.au)

**Australian Human Rights Commission (for information about discrimination outside of QLD)**

Ph: 1300 656 419

[www.ahrc.gov.au](http://www.ahrc.gov.au)

*Working Women Queensland is a free and confidential information, advice and advocacy service for vulnerable working women on all work-related matters. QWWS is funded by the Commonwealth Government. This information has been provided as a guide only and is subject to change without notice. Queensland Working Women's Service (QWWS) disclaims all responsibility and all liability to any person for loss, damage, cost, injury, expenses or compensation of any kind arising either indirectly or directly out of or in connection with any act or omission on the part of QWWS in relation to this information*