

QUALIFICATIONS

Educational, Professional or Trade Qualifications (if appropriate to the position). Proof may be required prior to employment. Include qualification claimed, institution attended and period of attendance. If you have provided these details on your resume, you do not need to complete this section. If more space is required, please use p12 of this document - *Education & Training Records Release Form*.

Qualification:	Qualification:
Institution:	Institution:
Attended from: / / to: / /	Attended from: / / to: / /

SPECIFIC SKILLS: List any skills, experience or competencies you have that are applicable to the position.

Are you registered with centrelink? YES NO

Job Seeker ID:

Who is your job services provider?

Provider address:

Pre Assignment Medical Questionnaire

One of the most important elements of any recruitment process is matching the right people to the right job. Part of this process is to ensure that all candidates put forward for positions have the capacity to perform the requirements of the position safely, effectively and without risk to themselves or those around them.

The following questions have been designed with your health and safety in mind and to ensure that TrackForce can place you in a position that is suited to your needs and capabilities.

Have you ever had any of the following? (tick relevant box)

- Work or sport related injury YES NO
- Back or Neck Problems YES NO
- Lung problems/Asthma/Bronchitis YES NO
- Joint problems/Fractures/ Arthritis YES NO
- Skin rashes/Dermatitis/Eczema/Psoriasis YES NO
- Repetitive strain/Overuse/Carpel Tunnel YES NO
- Loss of hearing/Ear Infections YES NO
- Fits/Seizures/Epilepsy YES NO
- Foot/Ankle/Knee Problems YES NO
- Allergies YES NO
- Do you Suffer from any heart related illnesses? YES NO
- Would you be willing to undertake drug or alcohol testing? YES NO
- Have you been convicted of a criminal offence? YES NO
- Have you been charged with a criminal offence? YES NO
- Are you currently taking any medications? YES NO
- Is there any reason why you cannot wear any types of safety or protective equipment? YES NO

Do you have any difficulty with the following activities?

(tick relevant box)

- Lifting heavy weights/objects YES NO
- Sitting or standing for long periods YES NO
- Repetitive movement of the arms/legs/head YES NO
- Hearing a normal conversation YES NO
- Working above shoulder height YES NO
- Working in confined spaces YES NO
- Reading ordinary print YES NO
- Crouching or kneeling YES NO
- Walking on rough ground YES NO

- Gripping firmly with either or both hands YES NO
- Concentrating for any length of time YES NO
- Working in hot or cold conditions YES NO
- Working in a dusty environment YES NO
- Understanding English YES NO

If YES, please describe in sufficient detail:

Privacy Statement

TrackForce wants you to feel confident using our services. We recognise the importance of protecting the privacy information collected about you, in particular information that is capable of identifying an individual ("personal information"). This Privacy Statement governs the manner in which your personal information, obtained through the website or office is dealt with. This Privacy Statement is reviewed periodically, so please check the TrackForce website to make sure you are updated on any changes.

Respecting Privacy

Personal information submitted to TrackForce may be used for various purposes including the following purposes:

- To assist you in finding a suitable position of employment
- Career guidance and management
- To allow TrackForce consultants to better service your career requirements if you are employed by TrackForce on a temporary or contract basis
- To identify any training requirements
- Client and business relationship management — to ensure we are familiar with and fully understand your needs
- Marketing — to inform you of events, services and possible job opportunities by mail, email SMS or phone

TrackForce may also use the information collected to periodically notify you about changes to our website, our business opportunities and special events that TrackForce believes is valuable to registered job seekers or for the purpose of promoting various products and services to you.

From time to time we may also use the information to send you information about us.

To facilitate our efficient use of your information, and to provide you with the best opportunities, it may sometimes be necessary for TrackForce to disclose your information to third parties. This type of disclosure may for example occur in the following circumstances:

To our employees, contractors and agents

From time to time we may engage or employ other companies and individuals to perform functions on our behalf. Examples may include training bookings or administrative functions associated with the TrackForce's business activities. Such parties will have access to only that personal information required by them to perform their functions, and may not use such information for any other purposes.

By Law

In certain circumstances we may be required by law to disclose your personal information, for example, where disclosure is ordered by a Court, or subpoenaed in relation to third party litigation. We also reserve the right to choose to disclose your information to law enforcement agencies in circumstances described in the National Privacy Principles and other applicable laws and regulations, including for the purpose of investigating alleged contraventions of the law.

With Consent

TrackForce may choose to but is not obliged to provide you with notification (which may arrive via your nominated email) or contact details when we wish to provide personal information about you to third parties, and provide you with the opportunity to choose not to share that information.

By signing this form you are agreeing with and consenting to the practices described in this Privacy Statement. Should you not agree with this Privacy Statement you should cease using the website immediately.

This Privacy Statement may be updated from time to time as the content develops and matures. We encourage you to check this Privacy Statement regularly.

Correcting information

You can also request that information about you be corrected or deleted. This is part of our commitment to take all reasonable steps to ensure that information we hold about you is accurate, complete and up-to-date. Whilst we will endeavour to correct information we cannot guarantee that it will can be corrected.

Confidentiality of personal information

At TrackForce we know that information related to your job search is personal and confidential.

We endeavour to take all reasonable steps to protect the personal information you may provide to us. Once we receive your information we will also make our best efforts to ensure its security on our systems.

In addition, our employees and the contractors who provide services related to our information systems are obliged to respect the confidentiality of any personal information held by us.

Securing your information

Safeguarding the privacy of your information is important to us, whether you interact with us personally, by phone, mail, over the Internet or other electronic medium. We hold personal information in a combination of secure computer storage facilities and paper based files and other records, and take steps to protect the personal information we hold from misuse, loss or unauthorised access modification or disclosure.

We may need to maintain records for a significant period of time. However, when we consider information is no longer needed we may remove any details that will identify you or we may destroy the records.

Contact us

If you have any questions about this privacy statement or your dealings with us you can contact us a via email to admin@mcleodrail.com.au

Applicant Authorisation

I,

_____ *print full name*

Have read and understood the Privacy policy and voluntarily consent to personal information about me being collected, used and disclosed by TrackForce where required to determine my suitability for employment; and

Confirm that all the information I have provided to TrackForce is true and correct. I understand that if I have provided any false or misleading information it may jeopardise any future entitlements under Workers Compensation and lead to the immediate termination of my employment with TrackForce, where I am employed as a casual employee.

Understand that the confidentiality of information of TrackForce and its clients is essential information regarding their businesses, processes, client names, products and requirements shall not be communicated to any other parties including, but not limited to, companies/clients, their representatives and Union representatives.

Applicant signature: _____

Consultant signature: _____

Date / /

ADMIN USE ONLY

Application Form signed	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Passport/visa copy taken	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Drivers license copy taken	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Other licences/ID copies taken	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Reference checks	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Other agreements signed	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Pre medical questionnaire completed	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Casual employment agreement signed	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Casual employee details form	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Superannuation form completed	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Tax declaration signed	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Bank details form completed	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Pay period and time sheet process explained	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>

NEW EMPLOYEE

EMPLOYEE CHANGE IN DETAILS

PERSONAL DETAILS

(CANDIDATE/EMPLOYEE TO COMPLETE) *please print clearly*

TITLE: _____ FIRST NAME: _____ LAST NAME: _____

Home Address: _____

Post Code: _____

Ph A/H: _____ Mobile: _____

Email: _____

Is your home address the same as your postal? Yes No If different please specify _____

Postal Address: _____

Post Code: _____

EMERGENCY 1 CONTACT NAME: _____

RELATIONSHIP TO YOU: _____ Ph B/H: _____ Mobile: _____

EMERGENCY 2 CONTACT NAME: _____

RELATIONSHIP TO YOU: _____ Ph B/H: _____ Mobile: _____

Tax File Number: _____

Super Fund Name: _____

Super Fund Number: _____

Banking Information

(CANDIDATE TO COMPLETE) *please print clearly*

BANK: _____

BRANCH: _____

ACCOUNT NAME: _____

BSB NUMBER _____

ACCOUNT NUMBER _____

Employee Declaration

I, _____
print full name

declare that the information recorded on this form is true and correct and acknowledge that I must advise TrackForce of any changes immediately as they happen, to ensure that my details are current.

I declare that the banking information provided above is complete and accurate and I understand that TrackForce is not responsible for wages that have been deposited to an incorrect account based on the information provided by me.

I have provided my Tax File Number (TFN) to TrackForce by completing the Tax File Declaration in full. Yes No

If NO I understand that if I do not provide my TFN within 28 days of commencing work with TrackForce, that TrackForce will have to withhold the highest marginal tax rate of all payments made to me as required by the Australian Tax Office (ATO).

Signature: _____

Date / /

ADMIN USE ONLY

I, _____
(print full name)

of: _____
(address)

Date of birth / /

hereby authorise the medical practitioner/s listed below to release medical information to McLeod Rail to assist them in assessing my application for employment as a Rail Safety Worker, including copies of any specialist reports.

Medical Practitioner 1: _____ Name of Practice: _____
Address of Practice: _____
Ph: _____ Fax: _____

Medical Practitioner 2 _____ Name of Practice: _____
Address of Practice: _____
Ph: _____ Fax: _____

Medical Practitioner 3: _____ Name of Practice: _____
Address of Practice: _____
Ph: _____ Fax: _____

Please fax or email a copy of my medical information to:

McLeod Rail Pty Ltd

TrackForce is a Division of McLeod Rail Pty Ltd

ABN 47 117 452 838

Ph: (03) 9687 3955

Email documents to: admin@mcleodrail.com.au (use words "Medical Information - YOUR NAME" in subject line)

Fax documents to: The HR Officer (03) 9687 3944

Post documents to: McLeod Rail, Attn: HR Officer, 702 Footscray Rd, West Melbourne VIC 3003

Signature of applicant: _____

Date / /

Background

- A. The Employer offers labour hire and related services to rail contractors and rail operators.
- B. In its labour hire businesses the Employer employs casual employees for on-hire to its clients (Client) to fill such work assignments (Assignment) as its Clients require from time to time according to their operational requirements. At all times when an employee is on Assignment with a Client, the Employee is and remains an employee of the Employer and not the Client although employees will usually be given day to day instructions about the performance of work by the Client
- C. The Employer has offered me the opportunity to register as a candidate for casual work in its labour hire business.
- D. The Employer and I have agreed that on each and every occasion that the Employer offers me employment and I accept it, the terms and conditions in This Agreement shall apply to my employment.

Agreement

It is agreed as follows:

1 COMMENCEMENT AND OPERATION

This Agreement will commence on the date that it is signed by me. The Employer and I agree that the terms and conditions of this Agreement will apply on each occasion when I am employed by the Employer even though I may from time to time be employed by this Employer on a number of separate Assignments and on Assignments for different Clients.

2 EMPLOYER

Whilst on Assignment, my Employer is as stated above as the Employer.

3 NATURE OF EMPLOYMENT

- 3.1 I accept that at all times when I am employed by the Employer I shall be a casual employee of the Employer, employed on an hourly basis. As I will be paid or casual rates, I understand that I am paid a casual loading, which may be incorporated in my hourly rate, and am not entitled to paid entitlements such as, but not limited to annual leave, personal leave, compassionate leave, redundancy pay or payment for public holidays when I do not work. I also understand that during any Assignment my employment may be terminated by the Employer at any time on one (1) hours' notice.
- 3.2 I acknowledge and agree that:
 - a) By entering into this Agreement the Employer does not guarantee that I will be offered employment;
 - b) Any and all employment offered by the Employer will be on a casual basis and will include particular oral or written Assignment details which will apply to a particular Assignment but which will not override this Agreement;
 - c) Different rates of pay and entitlements may apply on different

- Assignments for reasons including the application of different modern awards and agreements;
- d) The Employer and the Client may communicate with me about Assignments including by telephone, email and leaving telephone voice message and text messages;
- e) I am not entitled to any expectation of on-going employment with the Employer;
- f) If particular hours of casual employment are offered to me, the Employer may later vary or reduce those hours for any reason: and
- g) I may, at my discretion, accept or reject an offer of work.

4 ASSIGNMENTS

- 4.1 Although I have the right to accept or refuse an Assignment, once I accept an Assignment I agree to complete the entire Assignment subject to the rights of the Employer and me to terminate any Assignment;
- 4.2 When on an Assignment, the Employer will employ me in the position and with the duties, times and start date specified in my Assignment details (verbal or written) in accordance with the directions given by the Employer based on the tasks required by the Client from time to time.
- 4.3 Except when I am absent on authorised unpaid leave, I will attend my designated place of work during the hours agreed in the Assignment conditions (verbal or written);
- 4.4 The Employer may offer me Assignments with different positions and duties and may change my position and duties during the course of an Assignment. The Employer may also change my work location. This Agreement will continue to govern each period of my employment until it is terminated, varied or replaced.
- 4.5 On each day or shift for when I am employed on an Assignment I agree to:
 - a) Report to work punctually and, subject to agreed rest and meal breaks, remain at work until the end of my agreed hours or shift;
 - b) Advise the Employer as soon as possible, and at least one (1) hour before my scheduled starting time, if I will not be at work by my agreed starting time or will not be able to attend for work;
 - c) Perform such duties as are reasonably associated with my position and other duties which I am capable of performing as required and authorised from time to time;
 - d) During my rostered hours, work to the best of my ability and devote all of my time, attention and skill to the performance of my duties;
 - e) Follow lawful and reasonable directions given to me by the Employer or a person authorised by the Employer to supervise me who may be a representative of a Client;
 - f) Promote the interests of the Employer and at all times strive to be a good ambassador for the Employer;

- g) Comply with all applicable laws, policies and procedures,
- h) Attend for work suitably attired and wear or use all personal, protective equipment as required; and
- i) Attend and participate in all inductions, training, performance appraisals, meetings and the like as may be required.

5 SUITABILITY FOR EMPLOYMENT, REFERENCES AND PRIVACY

- 5.1 I warrant that all information that I have provided to the Employer and any of its officers, employees or agents in the recruitment process is true and correct. I also acknowledge that if any material information that I have provided is not true and correct the Employer is entitled to immediately terminate any current Assignment.
- 5.2 I authorise the Employer to make such checks as it considered necessary or desirable regarding my employment history, general character qualifications and licences and I will do all things necessary to facilitate any such checks
- 5.3 If it is a condition of a Client that I obtain or provide any police or other clearance before or while working on an Assignment, I will ensure that I do all things necessary to obtain and provide such clearance.
- 5.4 Provided that it is directly or indirectly related to my employment, or potential employment, I consent to the Employer disclosing all information which relates to me including any test or assessment result, which is collected by the Employer, to its clients and other third parties provided that reasonable care is taken to ensure that such information is reliable and is transmitted accurately to the client or third parties.

6 HOURS OF WORK

- 6.1 The Employer will advise me of my rostered hours of work for each Assignment and I acknowledge that such hours may change as they will depend upon the Client's operational requirements from time to time. The spread of any hours offered may be at any time and on any day of the week.
- 6.2 I will be entitled to a meal break after each five (5) hours of work unless an applicable modern award or enterprise agreement states differently.

7 ADDITIONAL HOURS AND OVERTIME

- 7.1 I agree that if I accept an Assignment. I will perform such reasonable additional hours as may be required in relation to that Assignment;
- 7.2 Any additional hours and overtime will be paid in accordance with my agreed rate of pay for the Assignment and the requirements of any applicable modern award or industrial agreement;
- 7.3 I will not work hours in addition to my rostered hours, or overtime, without authorisation by both the Employer and the Client. If I work additional hours or overtime without authorisation I agree that I will not be entitled to be paid for such time.

8 HOURLY RATE OF PAY AND ENTITLEMENTS

- 8.1 When employed on an Assignment, the Employer will pay me an agreed hourly rate of pay which will be at least the minimum hourly casual rate in any applicable modern award or enterprise agreement;
- 8.2 The Employer will ensure that its payments to me for time that work meet the minimum requirements of legislation and any applicable modern award or enterprise agreement including any penalty rates, allowances and overtime rates.

9 SUPERANNUATION

- 9.1 The Employer will make superannuation contributions on my behalf, to a complying superannuation fund in accordance with the minimum requirements of the Superannuation Guarantee Charge Act 1992 (Cth).
- 9.2 If a default fund is not specified in any applicable modern award or enterprise agreement then I may choose a complying superannuation fund by completing and returning a Superannuation Choice form to the Employer. Otherwise, I agree that the Employer will make any superannuation contributions on my behalf to the Employer default superannuation fund.

10 COMPLETE ENTITLEMENTS

- 10.1 I acknowledge that my hourly rate of pay includes compensation for all entitlements, benefits or payments that might otherwise be due to me under any law or industrial instrument (including an enterprise agreement or modern award) that may apply to my employment. To the extent that my hourly rate exceeds the minimum rate of pay due to me under any law or industrial instrument, the excess may be set-off against each entitlement imposed by the law or industrial instrument, including but not limited to penalty rates, loadings including but not limited to public holiday loadings, leave loadings, allowances, overtime payments, shift penalties and other payment, of any kind that would otherwise be due under any law or industrial instrument. The rates used for calculating any set off will be the relevant rates of pay contained in the applicable law or industrial instrument.

11 RECOVERY OF OVERPAYMENTS

- 11.1 I agree that the Employer may recover from me monies paid to me incorrectly for any reason;
- 11.2 To the extent permitted by law. I agree to pay the Employer any outstanding advances or other payments due to the Employer by me, including overpayments by the Employer and to the extent there is any deduction, will authorise that deduction in writing. I agree to pay or repay such amounts to the Employer within 14 days or such other timeframe as may be agreed between me and the Employer taking into account my particular circumstances;
- 11.3 If reasonable and practicable, the Employer and I shall reach specific agreement on the process for recovery of overpayments on the following basis:
 - a) No deduction shall be made which will result in me receiving less than 75% of my normal net wage or salary for the nominated period;
 - b) The process of wage deduction to recover the overpayment will commence within two (2) weeks of the overpayment being identified;
 - c) The agreed process and schedule for the recovery of the overpayment shall be documented and signed by the Employer and myself;
 - d) In the event that no agreement is reached I will repay the overpayment by having 25% of my net wages deducted each week until the debt is repaid provided always that if I leave the employment of the Employer prior to my having repaid the debt then the balance outstanding shall immediately become due and payable.

12 TIMESHEET AND WAGES

- 12.1 It is my responsibility to complete a timesheet on each day or shift when I attend for work. I must also ensure that a completed Employer or approved Client timesheet is signed by both the Client and myself and provided to the Employer by 7.30am

(AEST) each Monday when I have been rostered in the previous 7 day period or such other arrangement or time as may from time to time be advised to me by the Employer;

- 12.2 If I submit my timesheet late; it may result in the Employer needing to delay payment of my wages until the following week.
- 12.3 The Employer will pay my wages weekly in arrears by electronic funds transfer into my nominated bank account on a weekly basis.

13 LEAVE AND NOTIFICATION OF ABSENCES

- 13.1 I am entitled to unpaid leave in accordance with and subject to the National Employment Standards (NES) under the Fair Work Act 2009 (Cth) and any applicable modern award or enterprise agreement. These laws may be amended or replaced from time to time in which case my entitlements will be in accordance with the laws as amended.
- 13.2 I may take unpaid personal/carer's leave in accordance with the NES:
- a) if I am not fit for work because of a personal illness or injury; or
 - b) of up to 2 days for each occasion to provide care or support to a member of my immediate family, or household, who requires care or support because of:
 - a personal illness or injury affecting the member: or
 - an unexpected emergency affecting the member (carer's leave).
- 13.3 In accordance with the NES, I may take unpaid compassionate leave of 2 days for each occasion when a member of my immediate family, or a member of my household:
- contracts or develops a personal illness that poses a serious threat to his or her life; or
 - sustains a personal injury that poses a serious threat to his or her life: or
 - dies.
- 13.4 If I am to be absent on authorised leave during an Assignment, I must advise the Employer as soon as practicable of my need to take personal/carer's leave or compassionate leave. I must advise my Employment consultant as soon as practicable of the type of leave and its expected duration so that alternative arrangements can be made to cover my duties.
- 13.5 I am required by the Employer to support each day of absence from an Assignment for reasons warranting the taking of personal / carer's leave or compassionate leave by giving the Employer evidence that would satisfy a reasonable person that the absence is properly taken for the relevant purpose. A medical certificate will be accepted as reasonable evidence in the case of personal illness or injury. In other cases an example of reasonable evidence is a statutory declaration.
- 13.6 Failure to provide adequate notice or written supporting evidence may mean that my absence from work is unauthorised and may result in disciplinary action including the termination of my Assignment.

14 CONCERNS AND DIFFICULTIES WHILE ON ASSIGNMENT

- 14.1 If I have any concern or difficulty when I am on Assignment, I will discuss the concern or difficulty with my Employment consultant. Examples of concerns or difficulties might include concerns about occupational safety matters, duties that I am required to perform or inappropriate workplace behaviour by co-workers;
- 14.2 I recognise and acknowledge that an Assignment may involve

a variety of tasks, conditions and challenges. If I have any difficulty or complaint about any matter or Assignment, I agree that I will raise the issue with the Employer and through appropriate grievance procedures and will not approach the media or cause the matter to be made public or published. Unless I am compelled to do so bylaw, I will not express my difficulty or complaint in a public forum or internet, including social media sites, either during or after an Assignment without the express written permission of the Employer and the Client.

15 POLICIES AND PROCEDURES

The Employer has various policies and procedures which will apply to my employment when on Assignment I must read, understand and comply with the obligations on employees in each of these policies. The Employer may review, vary, replace or withdraw the policies and/or procedures from time to time in its absolute discretion. The Employer may also require me to comply with policies and procedures of a Client when I am on Assignment. To avoid doubt, any obligations on the Employer set out in the Employer's policies and/or procedures do not form part of my employment contract, are not binding on the Employer and are not incorporated into this Agreement.

16 WORKPLACE BEHAVIOUR

I agree that I must do all within my power to ensure that the workplace is free from unlawful discrimination, harassment, bullying and victimization. In doing so, I shall comply with all anti-discrimination, anti-vilification and occupational health and safety laws relevant to the Employer and Client policies and procedures. Under no circumstances, will breaches of these requirements be tolerated by the Employer.

17 PERSONAL COMMUNICATION

I agree to only make personal telephone calls during working hours if they are absolutely essential. I may only make a telephone call on a Client telephone if I am authorised to do so by the Client in which case I agree to reimburse the Client for the cost, I will not use a Client's computer system at any time for sending or dealing with personal email and will not use a Client's computer system to access the internet, including social media sites, for private purposes.

18 CONFIDENTIALITY

- 18.1 Confidential Information means any information about the Employer and its Clients and their businesses, which is confidential and not in the public domain other than due to a breach of this Agreement and includes but is not limited to, any document, book, accounts, marketing plan or marketing and sales techniques, employee information, ideas, concepts, processes, know-how, patents, specifications, drawings, designs, trade secrets, information regarding financial and business dealings with a client or supplier or prospective client or supplier.

Obligations during employment:

- 18.2 During my employment, I must not use or disclose Confidential information unless the use or disclosure is:
- a) required by law;
 - b) made as part of the proper performance of my duties; or
 - c) agreed in writing by the Employer or a Client in relation to their respective Confidential Information.

Obligations after the termination of the employment

- 18.3 My obligations in relation to the use and disclosure of confidential information survive the termination of my employment.

Preventing and reporting disclosure:

- 18.4 I must take all reasonable and necessary precautions to

maintain the secrecy and prevent disclosure of Confidential Information. I must immediately advise the Employer if I become aware of a breach of confidentiality obligations to the Employer or a Client whether by me or any other the Employers employee.

Duty to of fidelity:

- 18.5 To avoid doubt, this clause is not intended to limit any duty of fidelity owed by me that is implied into my contract of employment. I agree that if called upon by the Employer or a Client when I am on an Assignment, I will sign a separate confidentiality agreement to protect the interests of the Employer or the Client.

19 INTELLECTUAL PROPERTY

- 19.1 Intellectual Property means all present and future rights to intellectual property including any inventions and improvements, trademarks (whether registered or common law trade marks), designs, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information process, data or formula.
- 19.2 The Employer owns all Intellectual Property rights that I create or contribute to during my employment. I must do all things necessary to ensure that the Employer owns intellectual Property that I create or contribute to during the employment.
- 19.3 I must inform the Employer of all Intellectual Property that create or contribute to during the employment and I unconditionally and irrevocably assign all such present and future Intellectual Property to the Employer.
- 19.4 I may not make use of or reproduce any Intellectual Property owned by the Employer without its prior written consent, other than in the ordinary course of my employment
- 19.5 This clause survives the termination of my employment and this Agreement.

20 MORAL RIGHTS

- 20.1 Moral Rights means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined in the Copyright Act 1968 (Cth).
- 20.2 If I have Moral Rights in any Intellectual Property owned by the Employer or a Client, I:
- irrevocably consent to any act or omission by the Employer or the Client which infringes those Moral Rights;
 - agree that my consent extends to acts and omissions by the licensees and successors in title of the Employer or the Client as the case may be; and
 - agree that my consent is a genuine consent given under Part 9 of the Copyright Act 1968 (Cth) and has not been induced by duress or any false or misleading statement.

21 WORKPLACE SURVEILLANCE

- 21.1 From the commencement of any Assignment on an ongoing basis, my computer use, including internet and email use will be subject to continuous monitoring through the use of software, in accordance with the Employer and Client policy.
- 21.2 From the commencement of any Assignment, on an ongoing basis, I will be subject to camera surveillance through visible cameras while I am on the Employer's or a Client's premises, in accordance with the Employer or Client policy.

22 TERMINATION OF ASSIGNMENTS

- 22.1 Either party may terminate an Assignment by giving one (1) hours' notice to the other party or any greater notice period that is required under any applicable modern award or enterprise

agreement.

- 22.2 Although I am only required to give one (1) hours' notice to terminate an Assignment, I acknowledge that if I have accepted an Assignment which is of more than four (4) weeks' duration and for any reason decide to terminate the Assignment early I will endeavour to advise the Employer at least 48 hours before I intend to terminate the Assignment so that the Employer may find a replacement.
- 22.3 Due to the nature of my casual employment, I understand that the length of any Assignment may be shortened. If an Assignment is shortened, I acknowledge that I will not be entitled to any compensation.
- 22.4 On the termination of an Assignment:
- the Employer will pay the wages owing to me;
 - the Employer will not be liable to pay me any other amount unless required to under any law, modern award or enterprise agreement;
 - I will return all property of the Employer and the Client in my possession or under my control;
 - Obligations in this Agreement about confidentiality, restraint, intellectual property, moral rights and return of property continue to operate'.
 - My employment will end and unless either the Employer or I advise otherwise the Employer will retain my details for other Assignment opportunities.

23 EMPLOYMENT WITH CLIENTS AND RESTRAINTS

- 23.1 If am approached by, or approach, a Client or any other agency or employer about undertaking work as an employee or contractor and the introduction results from a casual Assignment or referral by the Employer I will immediately notify the Employer before accepting any employment or engagement. This will apply during my employment and for six (6) months after the completion date of my last Assignment with the Employer.
- 23.2 I will not during any employment with the Employer and for a period of six (6) months after the end of any Client Assignment for the Employer seek to solicit or divert any person who is an employee:
- Of the Client with whom have been on Assignment; or
 - Of the Employer, or is in the habit of being an employee of the Employer.; and with whom I have had work-related dealings in the six (6) months preceding the end of my employment with the Employer or last Assignment with the Client to terminate his or her employment or arrangement with the Employer or the Client whether or not it would be a breach of that person's contract of employment or arrangement.
- 23.3 I agree to notify the Employer before applying for any work directly with a Client or its subsidiaries with whom I have had work-related dealings in the preceding six (6) months and agree to be represented by the Employer for any such employment or engagement.
- 23.4 This clause survives the termination of my employment and this Agreement

24 NOTIFICATION OF RISK AND SPECIAL RESPONSIBILITIES

- 24.1 If a Client requests me to use a company vehicle, handle cheques, cash, valuables, documentation or equipment whether on or off the premises of be Client. I will advise the Employer immediately to allow the Employer to verify that the appropriate insurance arrangements have been made, If I fail to advise the Employer, I accept that I may be personally responsible for any

damage or loss incurred or suffered.

- 24.2 If I handle cash in the course of an Assignment I undertake to exercise the utmost care and competence in doing so. I further agree that I will follow all rules and policies relating to the handling of cash.

25 OPERATING VEHICLES AND EQUIPMENT

- 25.1 If I am asked to operate a vehicle or equipment where a motor vehicle, truck, forklift or other licence is required, I will advise the Employer immediately and, if requested, supply a copy of the current relevant licence held by me.
- 25.2 If any licence held by me is suspended or cancelled, inapplicable or restricted for any reason, I will immediately notify the Employer and cease to operate any relevant vehicle or equipment.
- 25.3 I must at all times comply with traffic and parking laws. The Employer will not meet the cost of any traffic or parking infringement incurred by me.

26 COMPANY PROPERTY

- 26.1 Before an Assignment ends, or as soon as practicable afterwards, I must return all property belonging to the Employer and the Client with whom I have been on Assignment including but not limited to, all laptops, software computer disks, mobile phones, accessories to any equipment, motor vehicles, credit cards, keys and security passes. Confidential Information, information, phone lists, customer contact details, records, paper, correspondence and other documents, however stored. The Employer may require the return of items of property during the course of the employment or an Assignment and agree that this will not amount to a repudiation of any employment with the Employer.
- 26.2 I understand that I may be liable for any wilful or negligent damage or loss I cause to any property of the Employer or a Client during or after any Assignment.
- 26.3 This clause survives the termination of my employment and this Agreement.

27 MY PROPERTY AND SECURITY

- 27.1 I shall be responsible for the safety and security of my own personal belongings and property during each Assignment and when travelling to and from work.
- 27.2 I agree to permit the Employer or a Client representative to inspect any bag, container, vehicle or other personal property that I bring onto the Employer and/or Client worksite.
- 27.3 I must not bring onto any the Employer or Client worksite any alcohol, Drug (other than drugs freely available from an Australian pharmacy or drugs for which I have a personal prescription), weapons or dangerous goods or substances.

28 USE OF OWN VEHICLE/EQUIPMENT

- 28.1 I will not use my own vehicle for any business purpose of a Client without the prior written approval of the Employer and subject to any terms and conditions that the Employer may place on the use of the vehicle which will always include agreement about reimbursement of my expenses and that it is registered, has third party insurance and is roadworthy at all times. I agree to provide the Employer with evidence of my registration and insurance as a precondition of any use of a personal vehicle in the course of employment.
- 28.2 I warrant that I will not use my own equipment to perform any task or duty when on Assignment unless the equipment is in proper working order and appropriate for the task or duty.
- 28.3 I will not use any personal computer equipment for any

business purpose of a Client without prior written approval of the Employer and subject to any terms and conditions that the Employer may place on its use, I must not load any personal software or use my own USB drives on any Client computer system unless specific written authorisation is granted by the Employer.

29 ALCOHOL & DRUGS

- 29.1 I must not attend for work under the influence of alcohol or illegal drugs. If I am taking prescribed medicine that may adversely affect my fitness for work I agree to advise the Employer before attending for work.
- 29.2 I acknowledge and accept that as a condition of working on Assignment in some Client workplaces, I must comply with maximum drug and alcohol readings and may be required to undertake drug and alcohol screening prior to, and during the course of, an Assignment. I acknowledge and agree that such testing may include breath, urine or saliva testing and agree that I will submit to such testing as and when required.

30 WORKPLACE HEALTH AND SAFETY

- 30.1 I accept that I must take all reasonably practicable steps to ensure the health and safety of myself and others in the workplace. In doing so, I must comply with all occupational health and safety laws and relevant policies and procedures of the Employer and the Client that apply at the workplace where I work on the Assignment.
- 30.2 I agree to:
- a) Perform only authorised tasks for which I am qualified, trained and licensed to perform;
 - b) Refuse to undertake a task if I believe it would be unsafe, including if I am being asked to perform it in an unsafe manner;
 - c) Report to the Employer immediately if I believe that I or any other employee has been asked to perform work which would be unsafe;
 - d) Never take on new responsibilities at a worksite unless have confirmed with the Employer that I am authorised to do so;
 - e) Make sure I understand all safety training provided to me by or on behalf of the Employer and the Client to which I am assigned;
 - f) Ensure that I am fully informed about and understand the health and safety policies and procedures at each worksite before performing work and ask for further information or clarification if I am not sure about these policies and procedures;
 - g) Operate in a safe manner so as not to cause injury to myself or any other person;
 - h) Follow all verbal or written safe work policies, procedures, practices and directions;
 - i) Act as a positive example to others by observing health and safety programmes and procedures;
 - j) Co-operate with and participate in all programmes to make the work environment safer and healthier;
 - k) Maintain good housekeeping and hygiene standards at all times;
 - l) Observe all warning signs and notices;
 - m) Obey all lawful commands from the Employer and the Client to whom I am assigned, to ensure that I follow a safe method of work and maintain a safe work environment; and
 - n) Not alter or tamper with, anything that is provided for the purpose of making safe the method of work, equipment or

work environment such as, but not limited to, safe work instructions, equipment guarding, fire extinguishers, safety signage.

- 30.3 To ensure I am fit to perform all duties without threat to my own health or safety or that of any other person, I agree that if the Employer is concerned about my fitness for work, it may require me to obtain and provide it with, a medical certificate from a doctor nominated by the Employer stating whether or not I am fit to perform the full duties of the relevant position.

31 SAFETY HAZARDS AND INJURIES.

I accept that as part of my health and safety obligations I must:

- a) disclose and report to my Employment consultant all injuries and health conditions that could possibly be relevant to or affected by the work I perform or which may affect the work that I perform;
- b) report immediately any injury, possible injury or physical discomfort at the workplace to the worksite supervisor and or manager;
- c) provide my Employment consultant with all medical certificates that are relevant to my work as soon as possible but in no case later than 48 hours of seeing a medical practitioner;
- d) correct where possible, if I am authorised or qualified to do so, or report immediately to my worksite supervisor and to my Employer consultant any unsafe situation, including any near miss incident;
- e) Not undertake a task until confident that I understand the task, the hazards involved in it and the controls that need to be in place to prevent those hazards from causing harm to me or others;
- f) obtain a Work Cover medical certificate when lodging a worker's compensation claim and provide a copy to the Employer;
- g) Complete the workers compensation claim form and submit this to the insurer if I intend to make a claim for workers compensation;
- h) Communicate with the Employer and the insurer about my injury status;
- i) Co-operate in any injury management and/or return to work plan;
- j) Undertake any training or induction that I am asked to undertake; and
- k) Undertake suitable duties provided to me as part of my return to work program.

32 SAFETY EQUIPMENT

- 32.1 I accept that as part of my health and safety obligations I may have to wear personal protective equipment (PPE). This may include, but is not limited to, high visibility clothing, safety boots, respirators, safety harnesses. I agree to wear such PPE during all working times, if required.
- 32.2 Where applicable. I will use and maintain any PPE provided to me by the Employer or a Client and return the PPE when requested. I will immediately report any defects in PPE and request its replacement as necessary.
- 32.3 I accept liability for loss or damage to borrowed PPE that arises as a result of my own negligence or serious misconduct.

33 BREACH OF AGREEMENT

I recognise that irreparable damage may result to the Employer or a Client if I breach my obligations in this Agreement and agree to the issuance of a restraining order, injunction, or both, against me for such a breach in addition to any other rights the Employer or the Client have.

34 GENERAL

- 34.1 The Background forms part of this Agreement.
- 34.2 This Agreement is governed by the laws in force in the State of my principal location of work. The parties each irrevocably submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in my principal location of work.
- 34.3 This Agreement is intended to apply to a series of casual employment contracts and does not terminate by the termination of an employee's employment on Assignment.
- 34.4 This Agreement may only be amended, modified or replaced by a subsequent written agreement signed by me and the Employer. This Agreement supersedes all prior discussions, representations, negotiations, understandings and agreements, including but not limited to, any contract of employment with a previous employer. When I am employed to undertake a Client Assignment, I will be advised orally or in writing of the Assignment details. This Agreement will have precedence over any oral or written Assignment details.
- 34.5 If a clause of this Agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.
- 34.6 I agree to not disclose the details of this Agreement, including but not limited to my remuneration, to any other person, except to the extent necessary, family members and any financial, legal advisers or creditors.
- 34.7 If either party waives any right under this Agreement, the waiver of the right does not preclude the party who has waived its right under the Agreement from exercising it at a later time.

Signed as an Agreement

I,

_____ *print full name*

have read and understood each of the terms and conditions set out in this Agreement and agree to be bound by them each time I am employed by the Employer.

Signature of employee: _____

Date / /

Signed on behalf of McLeod Rail Pty Ltd (ACN 117 452 838) and each wholly owned subsidiary or division of McLeod Rail Pty Ltd.

Name of authorised representative: _____

_____ *print full name*

Signature of authorised representative: _____

Date / /

If signed by authorised representative of McLeod Rail Pty Ltd, this document acts as an offer of casual employment.

I, _____
(print full name)

of: _____
(address)

Date of birth / /

hereby authorise the training organisation(s) listed below to release information to McLeod Rail to assist them in assessing my application for employment as a Rail Safety Worker, including a copy of any certificates of competency or qualifications.

Education/Training Organisation 1:

Address: _____

Ph: _____ Fax: _____ Contact Name (if known): _____

Qualifications held: _____

Student number / Enrolment number / Ticket number: _____

Education/Training Organisation 2:

Address: _____

Ph: _____ Fax: _____ Contact Name (if known): _____

Qualifications held: _____

Student number / Enrolment number / Ticket number: _____

Education/Training Organisation 3:

Address: _____

Ph: _____ Fax: _____ Contact Name (if known): _____

Qualifications held: _____

Student number / Enrolment number / Ticket number: _____

Please fax or email a copy of my education and training information to:

McLeod Rail Pty Ltd

TrackForce is a Division of McLeod Rail Pty Ltd

ABN 47 117 452 838

Ph: (03) 9687 3955

Email documents to: admin@mcleodrail.com.au (use words "Training Information - YOUR NAME" in subject line)

Fax documents to: The HR Officer (03) 9687 3944

Post documents to: McLeod Rail, Attn: HR Officer, 702 Footscray Rd, West Melbourne VIC 3003

Signature of applicant: _____

Date / /