

## Frequently Asked Questions

### Changes to BRC Recruitment terms and conditions of employment - April 2018

**For the avoidance of doubt, the new T&C's do not change your current rate of pay or the Enterprise Agreement or Modern Award under which you are currently engaged. Your Enterprise Agreement or Modern Award continues to apply.**

#### ***Reasons for updating T's&C's***

It has been a few years since we updated our terms and conditions of employment document (we call these our T's&C's) and Notices of Offer. These documents should be updated from time to time to clarify their meaning and effect, and to keep pace with developments in employment law.

Recently, the introduction of the new Labour Hire Licensing Scheme has prompted us to ensure our T's&C's and Notices of Offer remain clear and up to date, and reflect what actually happens on the ground.

#### ***The main differences between the old T's&C's and Notices of Offer, and the new ones***

- We have expanded on the description of category of FTMs. A Casual FTM will now be called a "Casual (Non-Permanent) FTM" and a Maximum Term FTM will now be called "Contract Period (Non-Permanent) FTM". These categories more accurately reflect our usual types of engagement.
- We make it clear that casual employment is not an offer for definite ongoing employment. Casual (Non-Permanent) FTMs may be offered employment on a "Non-Permanent Assignment" or on a "Shift by Shift" basis.
- If you are engaged on a "Shift by Shift Basis", this means your employment comes to an end at the end of each shift, or series of short shifts for one particular client. If we are going to offer you any shifts in the future, rather than sending you another Notice of Offer, we will send you a text message. Many FTMs are already familiar with this process.
- We have separate T's&C's depending on whether you are employed as Casual (Non Permanent) FTM or Contract Period (Non Permanent) FTM. Previously all T's&C's were combined in the one document, which some found confusing.
- We have included some new definitions. These more accurately reflect commonly used terms.
- We have moved some of the information which was included in the Notice of Offer to the T's&C's. This has the result that the Notice of Offer only contains the assignment information.
- The Notice of Offer will now also set out your classification and pay rate under any applicable industrial instrument.

- We have removed any information which was duplicated in the T's&C's, or which was in the T's&C's and in the Notice of Offer. The T's&C's, and the Notice of Offer, are now shorter.

#### ***Practical application***

You have now seen the updated T's&C's which we are rolling out. The new T's&C's will replace the old T's&C's, and will be referred to in any future Notice of Offer you receive. In combination with the Notice of Offer, these will be the new terms and conditions of your employment with us.

You are asked to sign the updated T's&C's now, which, will operate with your current Notice of Offer. Your pay rate will not change just because you sign the new T's&C's. If you don't sign the updated T's&C's now, the old T's&C's continue to apply.

However if you are offered another assignment with us (in which case we will give you a new Notice of Offer, just as we did before), a condition of you commencing that assignment will be your acceptance of the new T's&C's. So you can sign the updated T's&C's now, or sign later. But any new assignment will be subject to the new T's&C's.

The key practical implication for FTMs who accept a new Notice of Offer for work on a "Shift by Shift" basis, is that we will send you a text message in relation to future shifts – rather than sending you more documents.

#### ***We have been asked if the union has overseen this.***

That would be unusual. This is not an enterprise agreement. We consider these to be in a standard format. The documents are underpinned by the Fair Work Act, and applicable enterprise agreements or awards, which will usually have had union input.

However, you have a right to consult with your Union. We encourage you to speak with anyone you consider would assist you in understanding these documents, including your Allocator or Recruitment Coordinator.