

Example Casual Employee Agreement

Yellow Highlight = Your own personal details **Blue Highlight** = Important changes to be included

BETWEEN

Employer: [insert company name, address and ACN]
(**'Company'**)

AND

Employee: Specified in Schedule A to this Agreement
(**'You'**)

1 Application

- 1.1 The terms and conditions of your employment will be as set out in this Employment Agreement (Agreement), and any other minimum employment conditions that apply to you at law.
- 1.2 If your employment is also covered by a Modern Award (**Award**), it will be specified at Item 2 of Schedule A to this Agreement. If applicable, your initial Award classification is as specified at Item 2 of the Schedule.
- 1.3 If you are covered by an Award, the terms of the Award apply to you, but do not form part of this Agreement.

2 Appointment

- 2.1 The Company agrees to employ you as a casual employee, and you agree to serve the Company under the terms and conditions of this Agreement, in the position set out in **Item 1 of Schedule A**. Your initial duties and responsibilities are specified in **Schedule B**. If your position changes during your employment, this Agreement will continue to apply unless varied or replaced in accordance with its terms.
- 2.2 Your employment under this Agreement will commence on the Commencement Date in **Item 3 of Schedule A**.
- 2.3 You are employed as a casual employee. As a casual employee, **you are not guaranteed any number or allocation of working hours**. You may be requested to work on an occasional basis, based on the Company's needs, which may change from time to time.
- 2.4 You will report to the position specified in **Item 4 of Schedule A**, or another position nominated by the Company from time to time.
- 2.5 Unless otherwise agreed by the parties, the terms and conditions in this document will continue to apply despite any temporary change in your duties, position, location or reporting line, or until replaced by a new Agreement in writing between you and the Company.

3 Warranties

3.1 You warrant that:

- a) you possess the skills, competence and qualifications required to carry out the duties required of your position, and any representations made by you as to your qualifications and experience are true and correct;
- b) you have disclosed to the Company the particulars of any restraint or restriction which may affect your performance of this Agreement; including but not limited to any prior illness or injury which may affect your ability to carry out your duties;
- c) in entering into this Agreement, you have not relied on any direct or indirect conduct or representation of the Company or any of its directors, servants, agents (or anyone authorised by any of them), other than the terms expressed in this Agreement;
- d) **you are legally entitled to work in Australia**, and agree to produce the appropriate documentation upon request from the Company including, which may include, for example:
 - i. Australian birth certificate
 - ii. Certificate of Australian citizenship
 - iii. Australian or New Zealand passport
 - iv. Evidence of permanent resident status; and/or
 - v. Other document(s) appropriate to your circumstance

3.2 During your employment you must maintain any licenses necessary to fulfil the inherent requirements of your role. You warrant that you will inform the Company if your license is cancelled, revoked, suspended or expires without being replaced. In the event you no longer hold the appropriate licenses required to fulfil the requirements of your role, you acknowledge that this may be considered a repudiation of this Agreement and may result in termination of your employment.

4 Duties and Responsibilities

4.1 You may be provided with an outline of your duties immediately prior to or on commencement of your employment, found in **Schedule B**. The outline is not intended to be an exhaustive list of the duties you may be required to perform, rather an indication of the kinds of duties that fall within the scope of the position. The outline of your duties may be amended by the Company from time to time.

4.2 You also have general duties to:

- a) report to the person(s) named in **Schedule A** or to such other person as the Company may require or direct from time to time;
- b) undertake and perform the duties and responsibilities assigned to you from time to time to the best of your ability, including any incidental and peripheral tasks that you have the necessary skills and qualifications to perform safely;
- c) comply with the terms of this Agreement and all relevant and applicable legislation;

- d) comply with the Company's lawful and reasonable directions;
- e) observe all Company policies and procedures as varied from time to time, although such policies and procedures do not form part of this Agreement;
- f) not attend work intoxicated or under the influence of non-prescribed (or illegal) drugs or alcohol or in the possession of any illegal substance;
- g) serve the Company faithfully and diligently;
- h) act in the best interests of the Company at all times;
- i) refrain from acting, or being seen to act, in conflict with the Company's best interests;
- j) exhibit a professional and courteous attitude when dealing with the Company, its customers, employees, suppliers and other members of the public;
- k) ensure you are performing solely work related activities in work time;
- l) comply with all reasonable requests to perform any additional duties; and
- m) declare any involvement or interest in any other business activity outside the Company which may pose a conflict of interest or otherwise cause you difficulty in complying with this Agreement.

5 Location

- 5.1 You will commence your duties at the location specified in **Item 5 of Schedule A**. The Company may require you to perform your duties or travel to other locations from time to time. The Company may require you to relocate to other locations. If your location changes during your employment, this Agreement will continue to apply unless varied or replaced in accordance with its terms.

6 Policies and Procedures

- 6.1 You acknowledge and agree:
- a) that you will comply with all Company policies in place as amended from time to time;
 - b) the Company may at any time review, implement, vary and/or terminate policies at any time at its sole discretion;
 - c) the Company's policies do not form part of this Agreement and are not enforceable as obligations on the Company, nor is any right created or vested in you; and
 - d) while the terms of the Company's policies and procedures do not form part of this Agreement, the failure to comply with the Company's policies and procedures may result in disciplinary action being taken against you, up to and including dismissal.

7 Hours of Work

- 7.1 Your days and hours of work will be set by the Company to meet business needs and in accordance with any applicable Award. You acknowledge there is no guarantee under this Agreement that you will be offered any pattern or number of casual shifts, or that you will be offered any shifts at all. As a casual employee, you have the right to accept or reject a shift. If you accept a shift you agree to perform it.
- 7.2 The Company may describe your hours in a roster, which you should not regard with any expectation of ongoing employment. This is for convenience and/or planning purposes only and those shift(s) may be removed or amended on the roster at any time. As outlined above, as a casual employee, you have the right to accept or reject a shift that may be listed on a roster.
- 7.3 You may be rostered to work on any day of the week, Monday to Friday.
- 7.4 There may be instances where the Company contacts you outside your rostered hours. Where this is the case, you agree to respond to the contact.

8 Remuneration

- 8.1 Your hourly rate will be set out in **Item 7 of Schedule A**, provided that this rate of pay may be increased from time to time if required in order to comply with the applicable Award.
- 8.2 The rate of pay in **Schedule 1** includes a casual loading. As a casual employee, you are not entitled to a number of entitlements such as paid personal leave or annual leave and the casual loading is paid in lieu of these entitlements.
- 8.3 You will be entitled to any applicable penalty rates, overtime rates or allowances appropriate to your position according as set out in the Award.
- 8.4 Where the Company pays an over-award rate of pay, the Company may use such over-award payment to off-set the payment of other Award monetary entitlements including, but not limited to allowances, penalties, loadings and the like.
- 8.5 Your wages will be paid [weekly/fortnightly/monthly] into a financial institution account nominated by you, and acceptable to the Company.

9 Superannuation

- 9.1 The Company will make superannuation payments on your behalf in accordance with its minimum statutory obligations (as amended from time to time). Payments will be made into a complying superannuation fund of your choice. If you do not nominate a superannuation fund, the Company will make payments into your existing superannuation fund. If you do not have an existing superannuation fund, the Company will make payments into its default fund.
- 9.2 Should you wish to contribute an agreed component of your wages into your superannuation fund as an additional employee contribution, you should email [Insert Title] directly to authorise and direct the Company to deduct the component.

10 Annual Leave

10.1 As a casual employee you will not be entitled to paid annual leave.

11 Personal / Carer's Leave

- 11.1 You may be entitled to a period of up to 2 days' unpaid carer's leave for each occasion when a member of your immediate family or household requires care or support because of a personal illness or injury or an unexpected emergency affecting that member.
- 11.2 If you are unable to attend work because you need to care for a family or household member, you are required to advise the Company as soon as practicable before (or as soon as practicable after) your scheduled start time of your inability to attend, the nature of the illness, injury or emergency and the expected duration of the absence.
- 11.3 To be entitled to a period of unpaid personal leave, the Company may require you to provide satisfactory documentary evidence in accordance with applicable legislation or the Award.

12 Other Leave

12.1 Compassionate Leave

You will be entitled to a period of up to two (2) days' unpaid compassionate leave for each occasion when a member of your immediate family or household contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life, or dies. To be entitled to a period of compassionate leave, the Company may require you to provide satisfactory documentary evidence of the illness, injury or death.

12.2 Family and Domestic Violence Leave

You are eligible for family and domestic violence leave in accordance with the *Fair Work Act 2009* (Cth).

12.3 Parental Leave

You are eligible for parental leave in accordance with the *Fair Work Act 2009* (Cth).

12.4 Long Service leave

You are eligible for long service leave in accordance with the applicable State or Territory legislation.

13 Public Holidays

- 13.1 The following days are public holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Christmas Day, Boxing Day together with and any other government gazetted public holidays in the relevant state or territory in which work is being performed.
- 13.2 You may be required to perform work on public holidays from time to time. You may refuse the request if you have reasonable grounds for doing so, in accordance with the applicable legislation.
- 13.3 All hours worked on a public holiday shall be paid at your applicable ordinary hourly rate of pay provided in clause 8 of this Agreement unless otherwise agreed in advance and in writing.

14 Termination of Employment

- 14.1 As you are a casual employee, you are not entitled to be given, and are not required to give, notice of termination.

15 Deductions

- 15.1 You agree to repay the Company any overpayment of wages as soon as possible but within 2 months of its identification. If at the time your employment is terminated you owe any amounts to the Company, the Company may offset any amounts owed by you against any amounts the Company owes to you at the date of terminate except for amounts the Company is not entitled by law to set off.
- 15.2 By signing this agreement, you acknowledge and accept that any such deductions are both reasonable and principally for your benefit, taking into account that the deduction facility:
 - a) forms part of the broader set of generous remuneration and benefit terms afforded by this Agreement;
 - b) allows the Company to have the confidence to make any advance or 'up front' payments to you, or for your benefit, without being put to unnecessary expense to recover any repayable amounts; and/or
 - c) simplifies the repayment process for you.
- 15.3 You may also authorise other deductions from time to time, by completing a written request that complies with the Company's requirements.

16 Company Property

- 16.1 Unless expressly agreed in writing (e.g. where an item is provided as a bonus or benefit), all items provided during your employment remain the property of the Company (or such other person as may be its legal owner) (**Company Property**).
- 16.2 Upon termination (or at any time upon request by the Company), you are to immediately:
- a) return to the Company all Company Property which is in your possession, custody or control that relates in any way to the business or affairs of the Company or its customers (including but not limited to keys, documents, business cards, computers, mobile phones, tablets and all pass codes required to access any such devices); and
 - b) return or destroy (subject to the Company's direction) any records or items containing Confidential Information or any information relevant to the Company (including but not limited to electronic records).
 - c) The Company may require you, and you agree to, if required by the Company provide an undertaking or execute a statutory declaration confirming your compliance with the above clause. Where it does so, it may withhold any payment due to you until you have complied with that request.
- 16.3 Your obligations under this clause continue to apply after the termination of your employment.

17 Employee Conduct

- 17.1 While in the workplace, you are required to wear the following:

- a) Long sleeve hi viz shirt
- b) Steel cap work boots or shoes
- c) Long pants
- d) Safety glasses
- e) Hard hat
- f) Hearing protection
- g) Gloves

17.1.1 All items of clothing and PPE must be in good serviceable condition and adhere to the Company's Workplace Health and Safety policy

17.1.2 If required, you must wear Company prescribed uniform when at work as directed by the Company.

17.2 Punctuality

You are required to be present and ready to commence work at your rostered starting time. The Company considers lack of punctuality a serious performance issue.

17.3 Personal Telephone Calls

Except with permission or in cases of emergency, you must not make personal telephone calls during work time.

17.4 Use of Work Computer

If you have access to a work computer, you must only use that facility strictly for work related purposes, in accordance with any policies and guidelines issued by the Company from time to time.

17.5 Alcohol, Drugs and Smoking

17.5.1 You must not attend work intoxicated or under the influence of non-prescribed (or illegal) drugs or alcohol or in the possession of any illegal substance.

17.5.2 If you attend work under the influence of, or affected by, alcohol and/or drugs, or otherwise engage in unlawful activity involving alcohol, drugs or both on Company premises, you may be subject to disciplinary action up to, and including, summary dismissal and may be reported to the relevant authorities.

17.5.3 If you are considered unfit to safely perform your duties due to the effects of drugs and/or alcohol, you shall not be permitted to remain at the workplace. Alcohol must not be consumed on the premises without the express permission of the Company.

18 Workplace Health and Safety

18.1 You must act in accordance with the workplace health and safety (WHS) legislation relevant to your State or territory and Company WHS policies and procedures.

18.2 If you are considered unfit to safely perform your duties, whether due to the effects of drugs and/or alcohol or for any other reason, you may be stood down immediately and the Company may require you to undertake a medical examination and obtain a fitness clearance before allowing you to undertake any further work. If you are stood down part way through a shift, you will only be paid for the remainder of that shift but you will not be paid for any shifts you miss while you remain stood down (unless otherwise agreed or required by law).

19 Confidential Information

19.1 Ownership of Confidential Information

You acknowledge that all Confidential Information which has or may come into your possession remains the property of the Company.

19.2 Prohibition on use and disclosure of Confidential Information

During your employment and after your employment ends you:

- a) must not directly or indirectly use, disclose or copy (or attempt to use, disclose or copy) any Confidential Information for your own benefit or the benefit of any other person or entity, except in the proper performance of your duties or with the written consent of the Company;
- b) must keep all Confidential Information secret and confidential, except to the extent that you are required by law to disclose it; and
- c) must use your best endeavours, including keeping such information in a safe place and implementing adequate security measures to ensure that all Confidential Information is not disclosed to a third party and must comply with the Company's lawful directions in relation to the disclosure.

19.3 Notification on Disclosure of Confidential Information

You must immediately notify the Company if:

- a) you become aware of any breach of the obligations set out above; or
- b) you are lawfully obliged to disclose any Confidential Information to a third party and in this case must comply with the Company's lawful directions in relation to the disclosure.

19.4 Obligations on Termination

- a) On termination of your employment or at any time requested by the Company, you must:
- b) return to the Company all Confidential Information; and
- c) provide to the Company all copies, extracts, notes and/or recordings of the Confidential Information (or any part of the Confidential Information) in any format or media; and
- d) certify to the Company that you have complied with these obligations.

19.5 Your obligations under this clause continue to apply after the termination of your employment with the Company.

19.6 For the purposes of this Agreement, '**Confidential Information**' means all information (whether or not it is described as confidential) in any form or medium concerning any past, present or future business operations or affairs of the Company, or any customer, client, licensee, contractor or supplier of the Company, including without limitation:

- a) trade secrets of the Company
- b) information about the business and affairs of the Company such as products of the Company, services offered by the Company, financial accounts and reports of the Company and its customers, marketing and/or strategy plans, client proposals, sales plans, client prospects, information about fees, pricing information, supplier lists, research, financing, inventions, designs, techniques, plans, diagrams, graphs, procedures or processes, security information, sales and training materials, and operational information and methods;
- c) details or contracts and arrangements with third parties including information about customers, suppliers and contact persons of the Company, such as their specific requirements, arrangements and past dealings with the Company;
- d) customer names and addresses, customer lists, business cards, diaries, calendars or schedules;
- e) all technical and non-technical data, formulae, patterns, programs, devices, methods and research activities, ideas and concepts;
- f) all financial and accounting information, pricing lists, schedules and structures, product margins and financial plans;
- g) remuneration details (other than your own remuneration) and investment outlays;
- h) Intellectual Property rights;
- i) manual, computer databases and computer software; and
- j) all other information obtained from the Company or obtained in the course of your employment with the Company, that is by its nature confidential, but excludes information that has come into the public domain other than by a breach of this Agreement or other unauthorised use or disclosure.

20 Intellectual Property and Moral Rights

- 20.1 All Intellectual Property rights arising in relation to any Works created or developed by you in connection with your employment (whether alone or with others) will belong to the Company, and you agree to immediately disclose to the Company all such Works.
- 20.2 You acknowledge and agree that all existing Intellectual Property rights, title and interest in all Works created or developed by you in connection with your employment (whether alone or with others) are vested in the Company and, upon their creation, all such future rights will vest in the Company. You agree to execute all documents and do all acts and things required or desirable to secure any Intellectual Property rights for the Company.
- 20.3 You consent (for the Company's benefit) to any and all acts or omissions (whether occurring before or after this consent is given) in relation to all Works made or to be made by you in the course of your employment which might otherwise infringe your Moral Rights in any or all of those Works.
- 20.4 You warrant that you have given this consent and undertaking genuinely, and without being subjected to any duress by the Company or any third party, and without relying on any representations other than those expressly set out in this Agreement.
- 20.5 Your obligations under this clause will continue to apply after the termination of your employment with the Company.
- 20.6 For the purposes of this Agreement:
- a) **'Intellectual Property'** means present and future rights conferred by statute, common law or equity in or in relation to copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions or other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable. These rights include:
 - i. all rights in all applications to register these rights;
 - ii. all renewals and extensions of these rights; and
 - iii. all rights in the nature of these rights, such as Moral Rights.
 - b) **'Moral Rights'** means the rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed and rights of a similar nature, that exist or may come to exist anywhere in the world in all Materials made or to be made by you in the course of your employment.
 - c) **'Materials'** means works, ideas, concepts, designs, inventions, designs, drawings, plans, software, hardware, reports, documents, systems, improvements and other material or information created, made or discovered by you (either alone or with others and whether before or after the date of this document) in the course of your employment or as a result of using the resources of the Company.

21 Monitoring and Video Surveillance

21.1 Company Workplace & Video Surveillance

You understand and agree that your activities at work may be subject to video surveillance. Unless the surveillance is being conducted pursuant to a court order, any cameras within the workplace are visible in each of the areas in which they operate and notice of the surveillance is provided by way of signage visible to employees.

21.2 Monitoring of Communication and Information Technology Systems

21.2.1 As a condition of the Company's communication and information technology systems, you understand and agree to the intermittent and ongoing monitoring, recording and surveillance, of all communications and use of information technology systems and electronic resources in the course of your employment including when using Company resources in the workplace and outside of work.

21.2.2 Surveillance may be carried out by, but is not limited to, software or other equipment that monitors or records the information input or output or other use of a computer, tablet, mobile telephone or any other information storage device (including the sending and receipt of emails and the accessing of internet websites).

22 Other Employment / Conflict of Interest

22.1 You must not undertake any activity (whether paid or unpaid) which may compromise or give rise to a conflict with either:

- a) your duties and responsibilities under this Agreement; or
- b) the business or commercial or strategic interests of the Company,
- c) unless you have obtained the prior consent of the Company in writing.

22.2 Without the generality of the above, you must not be engaged, employed, concerned, involved or interested directly or indirectly in any business activity, other activity, trade, undertaking, company, proposal, project, assignment or development which is in or is related to the industry in which the Company is concerned, unless you have obtained the prior written consent of the Company.

22.3 Notwithstanding the above, as you are a casual employee, permission to undertake other work will only be refused where the Company deems there to be a significant conflict of interest of where the Company has a reasonable concern about safety (e.g. where you become over-tired as a result of the additional work).

22.4 You must immediately and fully disclose in writing to the Company any matter which you, acting reasonably, consider is, or may potentially be in conflict with the interests of the Company of which you become aware.

23 Privacy

23.1 You consent to the Company disclosing personal information about you to other persons for reasons relating to your employment or for the business requirements of the Company. These persons include (without limitation) the Australian Taxation Office, superannuation fund trustees and administrators, insurers, medical or occupational practitioners, financial and legal advisers, potential purchasers on sale of business and law enforcement bodies.

24 Set Off

24.1 You acknowledge and agree that:

- a) the remuneration and benefits provided under this Agreement are the full benefits payable to you in respect of the employment and are paid in full satisfaction of any obligations to make payments for overtime, penalty rates, allowances, loadings or other monetary benefits to you under any legislation, award or agreement, including any statutory minimum hourly rate; and
- b) the Company may set off any amount paid to you under this Agreement against any entitlement you may otherwise have had to receive any such benefits, whether of a different character or not; and
- c) if your employment is deemed or determined to be anything other than upon a casual basis, the Company may, at its sole and absolute discretion, set off any amount paid to you based upon your hourly rate together with any casual loading against all amounts or entitlements owing to you as a result of such a deeming or finding; being the difference between the amount(s) actually paid to you and the amount(s) that would have been payable to you had you been paid at the minimum hourly rate required by law.

25 General

25.1 Acknowledgements

You acknowledge that the terms of this Agreement are fair and reasonable and you have had an opportunity to obtain independent legal advice about this Agreement.

25.2 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of the location of employment specified in Schedule A.

25.3 Giving effect to this document

Each party must do anything (including execute any document) and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this document.

25.4 Entire Agreement & Severability

This Agreement constitutes the entire agreement between the parties and supersedes all prior understanding or agreements whether oral or in writing. Any amendment to the Agreement must be agreed to in writing by the parties.

25.5 Should part of this Agreement be deemed illegal or unenforceable it will be severed from the Agreement and will not affect the enforceability of the remaining parts of the Agreement.

25.6 Counterparts

This document may be executed in counterparts.

26 Definitions

26.1 The following definitions apply in this document:

Company means:

- a) **[Insert Company Name]**; and
- b) any related body corporate (as that term is defined in the Corporations Act 2001 (Cth)); and
- c) any entity that controls, is controlled by or is under common control with, **[Insert Company Name]**; an
- d) any other entity that is connected with **[Insert Company Name]** a common interest in an economic enterprise, for example, a partner or another member of a joint venture.

EXECUTED by **[Employer]** in the presence of:

Name of Witness

Name of Attorney

Signature of Witness

Signature of Attorney

SIGNED by **[Employee]** in the presence of:

Name of Witness

Signature of Party

Schedule A

Employee Name and Address: **[Insert]**

Item 1	Position / Roles
Item 2	Award: Award Classification:
Item 3	Commencement Date XX Month Year
Item 4	Report to
Item 5	Location
Item 6	Remuneration Casual Rate of Pay: \$XX.00 per hour Base Rate Loading Other award amount

Schedule B – Job Description

Insert **job description** for relevant casual position here.

SAMPLE

Schedule C – Casual Employee Information Statement

Download the Casual Employment Information Statement [here](#).

SAMPLE