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**SUMMARY**

This Agreement sets out the terms on which we engage you as a casual employee in Australia.

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**USING THIS TEMPLATE**

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This template is of a general nature only and may not be suitable for individual circumstances.

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# EMPLOYMENT AGREEMENT

  

# CASUAL



# Parties & Signatures

## 1 Employer

Also referred to as *we, our* or *us*

FULL LEGAL NAME AND BUSINESS NUMBER OF EMPLOYER

STREET ADDRESS OF EMPLOYER

EMAIL ADDRESS OF EMPLOYER

Signed for or by the Employer

\_\_\_\_\_  
EMPLOYER SIGNS HERE 

\_\_\_\_\_  
PRINT DATE OF SIGNING 

\_\_\_\_\_  
PRINT NAME OF SIGNATORY 

\_\_\_\_\_  
PRINT TITLE OF SIGNATORY 

## 2 Employee

Also referred to as *you* or *your*

FULL LEGAL NAME OF EMPLOYEE

STREET ADDRESS OF EMPLOYEE

PERSONAL EMAIL ADDRESS OF EMPLOYEE

Signed by the Employee

\_\_\_\_\_  
EMPLOYEE SIGNS HERE 

\_\_\_\_\_  
PRINT DATE OF SIGNING 

### PARTY DETAILS

Insert the Employer's details.

The Employer is referred to in this document as *we, our* or *us*.

### SIGNING INSTRUCTIONS

The Employer or a person authorised to sign for it (such as a company director) should sign here and print the date of signing as well as their name and (if they are signing for a company or as an authorised person) their title.

### PARTY DETAILS

Insert the Employee's details.

The Employee is referred to in this document as *you* or *your*.

### SIGNING INSTRUCTIONS

The Employee should sign and date the document here.

These instructions do not print.



## Agreements Details

### 3 Your role

#### 3.1 Start date

DATE THIS AGREEMENT STARTS

#### 3.2 Principal place of work

MAIN PLACE OF WORK

#### 3.3 Minimum hours of work

MINIMUM HOURS OF WORK ON EACH OCCASION (AT LEAST 4 HRS)

#### 3.4 Meal breaks

DURATION OF UNPAID MEALS BREAK/S PER DAY

#### 3.5 Job title

TITLE OF THE EMPLOYEE'S JOB

#### 3.6 Reporting structure

JOB TITLE OR DESCRIPTION OF PERSON/S YOU REPORT TO

#### 3.7 Applicable award (if any)

AWARD APPLICABLE TO YOUR ROLE (IF ANY)

### 4 Your pay

#### 4.1 Base rate of pay

HOURLY RATE INCLUSIVE OF SUPERANNUATION AND LEAVE LOADING

#### 4.2 Additional rate of pay (for overtime, penalty rates and allowances)

OVERTIME RATE PER HOUR (IF APPLICABLE) INCLUDING SUPERANNUATION

#### START DATE

Insert the date the Employee started or will start work with the Employer.

#### PLACE OF WORK

Insert the relevant address. The Employee may also be required to work at other places.

#### MINIMUM HOURS

Insert, e.g. "4 hours" which is the minimum period (or payment period) required by law.

#### MEAL BREAKS

These are unpaid and not included in the minimum ordinary hours or work. E.g., "60 minutes for every 5 hours of work".

#### JOB TITLE

Insert, e.g., "Chief Operating Officer". The Employee's Duties are at the end of this Agreement.

#### REPORTING STRUCTURE

Insert who the employee reports to, e.g., "Reporting to the Chief Executive Officer" or "Reporting to the board of directors".

#### AWARD

Insert award (if any) E.g., "Aged Care Award 2010 [MA000018]" or "none applicable". Find awards at <http://www.fairwork.gov.au>.

#### YOUR BASE RATE OF PAY

E.g., "\$30 per hour inclusive of superannuation and a 25% leave loading".

#### ADDITIONAL RATE OF PAY

Insert specific details or, if an award applies, insert "This is covered by the applicable award referred to above". Do not repeat the award or it may form part of this Agreement.

These instructions do not print.



4.2 *Pay review date(s)*

PAY REVIEW DATES (SEMI-ANNUAL, ANNUAL, ETC)

4.3 *Pay cycle*

PAY CYCLE (WEEKLY, FORTNIGHTLY, MONTHLY)

**5 Duration of your employment**

Your employment under this Agreement is on a casual basis, as required, and there is no guarantee of ongoing or regular work.

**6 Ending your employment**

6.1 *Notice period you must give to end your employment*

NOTICE PERIOD YOU ARE REQUIRED TO GIVE US

6.2 *Notice period we must give to end your employment*

NOTICE PERIOD WE ARE REQUIRED TO GIVE YOU

**7 General provisions**

7.1 *Jurisdiction*

STATE OR TERRITORY WHOSE LAWS APPLY TO THIS AGREEMENT

7.2 *Additional terms*

ADDITIONAL TERMS OR VARIATIONS TO THE AGREEMENT TERMS

**PAY REVIEW DATE(S)**

Insert, e.g., "1 July each year".

**PAY CYCLE**

Insert, e.g., "Weekly", "fortnightly" or "monthly".

**EMPLOYMENT PERIOD**

Casual employees are not guaranteed of ongoing or regular work. If this is not the case, the Employee may be part time rather than casual.

**NOTICE YOU GIVE US**

Insert, e.g., "1 hours", "1 week" or "None".

**NOTICE WE GIVE YOU**

Insert, e.g., "1 hours", "1 week" or "None".

**JURISDICTION**

Specify the applicable jurisdiction, e.g., "Victoria, Australia".

**ADDITIONAL TERMS**

This section can be used to add to or vary the Agreement Terms.

E.g., "clause ## is deleted".

E.g., "clause ## is replaced with the following..."

E.g., "a new clause ## is inserted as follows..."

These instructions do not print.



# Agreement Terms

## OVERVIEW

### 1. This Agreement

This Agreement consists of the following sections:

- the Parties & Signatures;
- the Agreement Details;
- these Agreement Terms; and
- the Employee's Duties.

### 2. The parties

The parties to this Agreement include the Employer (referred to as *we*, *our* or *us*) and the Employee (referred to as *you* or *your*).

### 3. Your entitlements

Your employment entitlements are governed by:

- this Agreement;
- the *applicable award (if any)* referred to in the Agreement Details; and
- the applicable laws including the *Fair Work Act 2009*.

The *Fair Work Act 2009* requires employers to give all new employees the Fair Work Information Statement which explains the safety net of minimum terms and conditions of employment under the Act known as the *National Employment Standards*.

The Fair Work Information Statement is published by the Australian Government's Fair Work Ombudsman at:

<http://www.fairwork.gov.au/employment/fair-work-information-statement>

### 6. Casual employment

You are employed on a casual basis.

While you are employed with us, you must not (except with our consent) do anything that might conflict with your duties under this Agreement.

### 7. Place of work

You are employed to work at the *principal place of work* stated in the Agreement Details. We may reasonably require you to attend other locations in order to fulfil the duties of your position.

### 8. Minimum hours of work

Your *minimum hours of work* (for each occasion you work) are stated in the Agreement Details. If there is an occasion where we require you to work for a shorter period, we will still pay you for the *minimum hours of work*.

### 9. Meal breaks

You are entitled to the *meal breaks* stated in the Agreement Details. These are unpaid and do not form part of your *minimum hours of work*.

### 10. Job title

The *job title* for your position is stated in the Agreement Details.

### 11. Reporting structure

The *reporting structure* for your employment is stated in the Agreement Details.

### 12. Your duties

You must diligently:

- perform the *Employee's Duties* stated at the end of this Agreement and any other duties and responsibilities that we reasonably require, from time to time, as long as they are within your skills, training, education and experience;
- act diligently and faithfully, with reasonable care and skill, to promote our interests; and
- comply with all lawful and reasonable directions we give you.

### 13. Compliance with our policies & procedures

You must comply with our policies and procedures as notified to you from time to

SAMPLE



time. However, these do not form part of this Agreement.

## YOUR PAY

### 14. Your pay

*Your pay* is stated in the Agreement Details and includes an amount for superannuation. We will deduct superannuation and PAYG from *your pay* as required by law.

*Your pay* is comprised of your *base rate of pay* and the *additional rate of pay (for overtime, penalty rates and allowances)*.

As you are a casual employee, you are entitled to a loading in lieu of annual leave, personal leave and other entitlements. This is included in *your pay*.

### 15. Superannuation

We will pay the minimum superannuation guarantee contributions required to avoid the Superannuation Guarantee Charge imposed by the Australian Taxation Office.

We will make the contributions on your behalf to your nominated superannuation fund or, if you fail to make a nomination, to our nominated superannuation fund.

*Your pay* is inclusive of superannuation so the percentage of *your pay* that you take home will decrease if the superannuation guarantee rate increases during the period of your employment, unless we agree otherwise.

### 16. Review of your pay

We will review *your pay* with effect from the *pay review date(s)* specified in the Agreement Details but we are under no obligation to increase *your pay*.

### 17. Reimbursements

We will reimburse you for any expenses you incur in performing your duties provided that we authorise them before you incur them.

### 18. Payment

We will pay you in arrears in accordance with the *pay cycle* stated in the Agreement Details. Payments will be made by electronic transfer to your nominated bank account.

## LEAVE ENTITLEMENTS

### 19. Parental and adoption leave

As a casual employee you are not generally entitled to parental and adoption leave.

However, in limited circumstances, you may be entitled to:

- 12 months of unpaid parental and adoption leave (with a right to request an additional 12 months) under the National Employment Standards; and
- paid parental leave under the *Paid Parental Leave Act 2010*.

### 20. Annual leave

As you are a casual employee, you are not generally entitled to any paid annual leave.

### 21. Personal/carer's leave

Under the National Employment Standards, you are entitled to take up to 2 days unpaid carer's leave. As you are a casual employee, you are not entitled to any paid personal/carer's leave.

### 22. Compassionate leave

Under the National Employment Standards, you are entitled to take up to 2 days compassionate leave on each occasion that:

- a member of your immediate family or household dies; or
- has a personal illness or injury that poses a serious threat to their life.

As you are a casual employee, you are not entitled to any paid compassionate leave.

### 23. Community service leave

Under the National Employment Standards, you may be entitled to take leave for:

- jury service; and

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- however, you must work on public holidays if we request you do so, our request is reasonable and it would be unreasonable for you to refuse it.

The public holidays applicable to you are those in the *principal place of work*.

As you are a casual employee, you are not entitled to any paid leave for public holidays.

## INTELLECTUAL PROPERTY AND GOODWILL

### 26. Your duty of confidentiality

You may only use or disclose our confidential information:

- in the course of performing your duties for our benefit or otherwise with our consent;
- to your professional advisors on a need to know basis; or
- as required by law.

These obligations continue after your employment ends and, if requested, you must:

- return or destroy our confidential information and delete any electronic copies saved on your computers; and
- immediately provide us with a statutory declaration to the effect that you have complied with your obligations under this clause.

### 27. Confidential information

Our confidential information includes:

- information about our business such as details of our employees, customers and suppliers;

- we own the present and future rights in the intellectual property; and
- if requested, you must sign any documents that we reasonably require to evidence our rights in it (or, if applicable, the rights of our customers, clients or anyone else we designate).

This does not apply in relation to any non-work related intellectual property that you discover, create or develop prior to, or independently of, your employment with us. However, the onus is on you to prove that it is non-work related.

Intellectual property includes materials that may be protected by patents, designs, copyrights, moral rights, know how, trade secrets, rights in confidential information and any other intellectual property rights, whether registered or unregistered.

### 29. Moral rights

If you have any moral rights in relation to our intellectual property:

- you consent to any act or omission by us which, but for this consent, would infringe your moral rights; and
- you agree that your consent is irrevocable, extends to our licensees and successors in title, and has not been induced by duress or any false or misleading statement.

Your *moral rights* are set out in the *Copyright Act 1968* (Cth) and include the rights:

- to attribution of authorship;
- not to have authorship falsely attributed; and
- integrity of authorship.

### 30. Monitoring of communications

You should be aware that we may monitor your use of our telephone, fax, email, internet and other communication systems used in the context of your employment. Therefore, your communications will not be private. However, we will only monitor them as permitted by law.

### 31. Protection of privacy

You must ensure that you only collect, use or disclose personal information in compliance with our privacy policy, the *Privacy Act 1988* and other applicable laws.

Personal information includes information in relation to our employees, customers, suppliers and other people we deal with.

**32. Protection of our goodwill**

You must comply with any obligations in this Agreement, or a separate agreement, that require you to protect the goodwill of our business for the duration of your employment or a period after it ends.

**DURATION OF YOUR EMPLOYMENT****33. Casual with no guarantee of work**

As stated in the Agreement Details, you are employed on a casual basis, as required, and there is no guarantee of ongoing or regular work.

**ENDING YOUR EMPLOYMENT****34. You may end your employment on notice**

The *notice period you must give to end your employment* is stated in the Agreement Details.

**35. We may end your employment on notice**

The *notice period we must give to end your employment* is stated in the Agreement Details.

We may pay you in lieu of giving you notice for all or any part of the *notice period* and we will calculate the payment based on your full rate of pay for at least the period you would have worked had your employment continued until the end of the *notice period*.

**36. Ending your employment without notice**

We may end your employment without giving you notice (or payment in lieu of notice) if:

- you engage in wilful or deliberate behaviour that is inconsistent with the continuation of your employment;
- your conduct causes serious and imminent risk to:

- you refuse to carry out lawful and reasonable instructions given under this Agreement;
- you fail or refuse to obey our reasonable directions in relation to your duties or you are negligent in carrying them out; or
- you breach our policies on occupational health and safety, anti-discrimination, use of electronic equipment or other matters;
- you breach your confidentiality obligations under this Agreement;
- you breach any obligations under this Agreement, or any other agreement, not to compete with or take employees, customers or suppliers away from our business; or
- you breach any other term of this Agreement.

**37. Directions during notice period**

During the notice period, we may direct you:

- not to attend work;
- not to perform all or part of your duties; and
- not to make contact with a client, customer, supplier or anyone else you would otherwise contact as part of your duties.

**38. Return of our property**

You must:

- return any physical property before your employment ends; and
- comply with clause 26 in relation to any confidential information.

**39. Amounts you owe us**

When your employment ends, we may deduct the following from the amounts we owe you or require you to pay these amounts within 14 days:

- overpayments of *your pay* and paid leave taken in advance of your accrued entitlements;
- the replacement cost of any of our property that you fail to return; and
- any other amounts you owe us.



## GENERAL PROVISIONS

### 40. Jurisdiction

This Agreement is governed by the laws of the *jurisdiction* specified in the Agreement Details and the parties submit to the resolution of disputes exclusively by the courts in the *jurisdiction*.

### 41. Additional terms

The *additional terms* (if any) in the Agreement Details take priority over these Agreement Terms and may be used to supplement or vary them.

### 42. Change in your role

This Agreement will continue to apply even if there is a change in your *job title, reporting structure*, your duties or other aspect of your employment unless we make a written agreement with you:

- to enter into a new employment agreement; or
- vary the terms of this Agreement.

### 43. Variations

Once signed, this Agreement may only be varied by the further written agreement of the parties.

### 44. Entire understanding

The understanding between the parties about the subject matter of this Agreement is covered entirely in this document and no previous agreements, representations or warranties will have any effect.

### 45. Waiver

If a party waives, or does not enforce, its rights in relation to a breach of this Agreement, it will not affect the party's rights in relation to any subsequent breach of this Agreement.

### 46. Other instruments may prevail

If an industrial award, enterprise agreement, legislative provision or other instrument prohibits or overrides any part of this Agreement then this Agreement is to be read down to accord with that instrument.

END OF THE AGREEMENT TERMS

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# Employee's Duties

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1. *Duties*

DUTIES OF YOUR EMPLOYMENT

**YOUR DUTIES**

Insert details of the duties. The Employee may also be required to perform other duties that are not specified in this section.

If more space is required, insert, e.g., "Refer to the attached Description of Duties".

These instructions do not print.

