

Casual Agreement [Template Only]

[Company LETTERHEAD / LOGO HEADER]

(Date)

Name
Address
Address

Dear *(Casual Employee's name)*

Casual agreement

Further to my *[correspondence / discussion with you]* on *[insert date]* I am pleased to confirm the casual agreement with [Company name].

The enclosed employment agreement sets out the terms and conditions of the agreement that shall apply to each engagement period if you accept this offer. A copy of your position description is also attached.

If you wish to accept this offer, please return a signed copy of the agreement.

Congratulations once again. We look forward to your joining the team.

Yours sincerely,

(Manager Name)
(Manager Title)

Subcontractor's Signature

THIS AGREEMENT dated day of

BETWEEN [Organisations Name] [Adress] (**Employer**)

AND of

(**Employee**)

RECITALS

- A.** The Employer conducts the business known as [Organisations Name].
- B.** The Employer has agreed to utilise the services of the Employee, on a casual basis as required from time to time, and the Employee has agreed to provide those services to the Employer in the business on the terms set out in this Employment Agreement (the “Agreement”).
- C.** The parties have agreed that that on each and every occasion that the Employer offers the Employee employment and the Employee accepts it, the terms and conditions in this Agreement shall apply to the Employee’s employment.

OPERATIVE PART

1. Definitions and Interpretation

In the interpretation of this Agreement:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;

- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (e) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (f) References to a party are intended to bind their executors, administrators and permitted transferees;
- (g) Obligations under this Agreement affecting more than one party bind them jointly and each of them severally;
- (h) Competing business means any business that is the same or substantially similar to the business of the Employer;
- (i) Confidential Information means all information, in whatever form, be it oral, in writing or electronic concerning the business of the Employer or any related entity or a client of the Employer that is likely to damage the business of the Employer or related entity if disclosed to a third party but does not include information that is in the public domain or was known to the third party other than due to a breach of this Agreement;
- (j) Duties means the duties set out herein, any other duties that the Employer may delegate from time to time, those otherwise implied at law or in equity and statutory duties. Examples of the Employee's duty to provide faithful service and to act in good faith include:
 - (i) The Employee must not use their position to derive secret profits or benefits during the term of the employment;
 - (ii) The Employee must account to the Employer for all moneys and property received in the course of their employment;
 - (iii) The Employee must not solicit the Employer's customers or clients or potential customers or clients while they are employed; and
 - (iv) The employee must not divulge or abuse trade secrets or the intellectual property of the Employer.

- (k) Intellectual Property means any inventions and improvements, copyright, trade mark, patent, design and any other intellectual property rights arising by law;
- (l) The terms and conditions herein replace any other terms and conditions of employment that may have applied prior to the date of this Agreement; and
- (m) Nothing in this Agreement shall prevent the parties agreeing in writing to vary any or all of the provisions contained in this Agreement; provided however, existing employees cannot be required to complete a probationary period. Additionally, the parties cannot agree to conditions of employment that are less than the minimum prescribed by any relevant law or award.

2. Term

- (a) Employment will be on a casual basis, as required on occasion by the Employer and the Employee agrees that the terms and conditions of this Agreement will apply on each occasion when the Employee is employed by the Employer even though the Employee may from time to time be employed by the Employer on a number of separate casual engagements (the “Assignments”) and on Assignments for different Employer clients.
- (b) This Agreement will determine the terms and conditions that apply to your employment for each engagement.
- (c) As a casual employee there is no guarantee of ongoing or regular work. As a casual employee, the Employee is not guaranteed any number or allocation of working hours; instead, the Employee may be requested to work on an occasional basis, based on the Employer’s needs, which may change from time to time. This Agreement sets out the terms and conditions of employment that shall apply to each casual engagement (Assignment) period that the Employee works, from the commencement date of this Agreement.
- (d) The location of the Employees work shall be at around your home area, or such other location as directed by the Employer. The Employee may be required to undertake travel as part of their duties.
- (e) 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 on a particular Assignment but which will not override this Agreement.

- (f) Different rates of pay and entitlements may apply on different Assignments for reasons including the application of different modern awards and agreements.
- (g) The Employer may communicate with the Employee about Assignments including by telephone and leaving telephone voice messages and text messages.
- (h) The Employee is not entitled to any expectation of on-going employment with the Employer.
- (i) If particular hours of casual employment are offered to the Employee, the Employer may later vary or reduce those hours for any reason.

3. Award coverage

The terms and conditions of your employment shall be governed by this Agreement, Social, Community, Home Care and Disability Award 2010 (the "Award") and applicable legislation. This includes, but is not limited to, the National Employment Standards in the Fair Work Act 2009 (Cth). These laws may be or replaced from time to time in which case the Employee's entitlements will be in accordance with the laws as amended.

- (a) Award coverage and applicable legislation are set out in the attached Schedule I. A copy of the award is available on the Fair work website <https://awardviewer.fwo.gov.au/award/show/MA000100>
- (b) A Fair Work Information Statement which summarises the entitlements under the National Employment Standards and also other matters concerning the federal industrial relations system is included in Schedule II.

4. Title and duties

- (a) The Employee's title and details are contained in Schedule I.

- (b) It shall be the duty of the Employee to carry out all reasonable instructions and to undertake any work reasonably required by the Employer. The Employer will employ the Employee in the position and with the duties, times and start date specified in the Employees Assignment details (verbal or written) in accordance with the directions given by the Employer based on the tasks required from time to time.
- (c) The Employer may, after consultation with the Employee, amend the Employee's duties from time to time. The Employer may offer the Employee Assignments with different positions and duties and may change the Employee's position and duties during the course of an Assignment. The Employer may also change the Employee's work location. When the Employee accepts the Assignment, the Employee agrees to complete the entire Assignment subject to the rights of the Employer and to terminate any Assignment.
- (d) The Employee will:
 - (i) faithfully serve the employer;
 - (ii) during each engagement devote the whole of their time, attention and abilities in carrying out their duties;
 - (iii) obey all lawful requests, directions and restrictions of the Employer;
 - (iv) not intentionally do anything that is or may be harmful to the Employer or its business; and
 - (v) comply with all applicable legal obligations and policy and procedures.

5. Health and safety and Workplace Behaviour

- (a) The Employee must report to work in such a condition that they are able to perform their duties properly and safely.
- (b) The Employee is required to participate in the Employer's safety programmes and be responsible for knowing and following the applicable health and safety rules.
- (c) All working areas are smoking free.
- (d) Under no circumstances shall an Employee report for work under the influence of alcohol or drugs.

- (e) The Employee must not bring any drugs into the Employer's premises unless those drugs are prescribed by a medical practitioner with respect to a medical condition. The Employee is required to inform the Employer of any prescribed medicines being taken which may affect or impair the Employee's ability to work safely.
- (f) The Employee must not bring alcohol into the Employer's premises unless it is expressly approved in accordance with an authorised workplace function.
- (g) Where the Employer has reasonable cause to be concerned about the Employee's capacity to safely discharge the inherent requirements of their job, the Employee may be directed to undergo a medical examination by a medical specialist nominated by the Employer in order to assess ongoing suitability for work and/or to enable an informed decision to be made about the Employee's continued employment.
- (h) The Employee agrees that they must do all within their power to ensure that the workplace is free from unlawful discrimination, harassment, bullying and victimization. In doing so, the Employee shall comply with all anti-discrimination, anti-vilification and occupational health and safety laws and relevant Employer policies and procedures. Under no circumstances, will breaches of these requirements be tolerated by the Employer.

6. Safety Hazards and Injuries

The Employee accepts that as part of their health and safety obligations they must:

- (a) disclose and report immediately all injuries and health conditions that could possibly be relevant to or affected by the work they perform or which may affect the work that they perform;
- (b) report immediately any injury, possible injury or physical discomfort at the workplace to the worksite supervisor and the Employer;
- (c) provide the Employer 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) report immediately to their worksite supervisor and to the Employer any unsafe situation, including any "near miss" incident;
- (e) Not undertake a task until confident that they 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 the Employee or others;
- (f) Attend a doctor to obtain a Work Cover medical certificate when lodging a worker's compensation claim and provide a copy to the Employer;
- (g) Complete the 'employee' workers compensation claim forms and submit this to the insurer if the Employee intends to make a claim for workers compensation;
- (h) Communicate with the Employer and the insurer about their injury status;
- (i) Co-operate in any injury management and/or return to work plan;
- (j) Undertake any training or induction that they are asked to undertake; and
- (k) Undertake suitable duties provided to them as part of a return-to-work program.

7. Safety Equipment

- (a) The Employee accepts that as part of their health and safety obligations they may have to wear personal protective equipment (PPE). This may include, but is not limited to, high visibility clothing, safety boots, respirators, safety harnesses, gloves, face masks, shields and/or goggles, perform hand hygiene using hand sanitiser and use isolation gowns.
- (b) The Employee agrees to wear such PPE during all working times, if required.
- (c) Where applicable, the Employee will use and maintain any PPE provided by the Employer or a Client and return the PPE when requested. The Employee will immediately report any defects in PPE and request its replacement as necessary.

- (d) The Employee accepts liability for loss or damage to borrowed PPE that arises as a result of their own negligence or serious misconduct.

8. Policies and procedures

- (a) The Employee will comply with the employer's policies and procedures. Such policies and procedures take effect as a reasonable and lawful instruction but do not form a term of this Agreement.
- (b) Unlawful discrimination and sexual harassment are prohibited and constitutes misconduct.
- (c) The Employer may at any time review, implement, vary and/or terminate policies at any time at its sole discretion.
- (d) A breach of the employee's policies and procedures may result in disciplinary action, including termination of employment.

9. Hours of work

- (a) The hours of work are as set out in Schedule I or as otherwise advised by way of a roster. The Employee may be rostered to work on any day of the week, Monday to Sunday.
- (b) The Employee may be required to submit a timesheet with hours worked on a weekly basis.
- (c) The entitlement to overtime will be as set out in the applicable award. Overtime must be authorised by the relevant supervisor prior to being worked.
- (d) Punctuality is important in discharging the Employee's duties to the Employer. Accordingly, the Employee is to be prepared and ready to commence work at the starting time of each engagement.

- (e) The Employee will be entitled to a meal break after each five (5) hours of work unless an applicable modern award or enterprise agreement states differently

10. Additional Hours and Overtime

- (a) The Employee acknowledges that the ordinary hours of work are defined under the relevant modern award.
- (b) The Employee agrees that if they will perform such reasonable additional hours beyond the ordinary hours of work as may be required.
- (c) Any additional hours and overtime will be paid in accordance with the agreed rate of pay and the requirements of any applicable modern award or enterprise agreement.
- (d) The Employee will not work hours in addition to their rostered hours, or other additional hours, without authorisation by the employer. If the Employee works additional hours or overtime without authorisation the Employee agrees that they will not be entitled to be paid for such time.

11. Warranties, References, Checks and Privacy

The Employee warrants that:

- (a) All representations, whether oral or in writing, made by the Employee as to qualifications and experience in applying for this position are true and complete;
- (b) There are no liabilities, encumbrances, debts, attachments or other matters that would interfere with the Employee's ability to discharge any obligations under this Agreement;
- (c) The Employee has disclosed to the Employer any injuries and/or illnesses previously suffered that may affect an Employee's ability to effectively carry out their functions and responsibilities within the employment; and

- (d) This Agreement may be terminated in the event that either the Employee, or other persons or bodies, do not supply the information requested by the Employer, or the information supplied is found to be knowingly incorrect, deliberately insufficient or misleading.
- (e) The Employee warrants that all information that they have provided to the Employer and any of its officers, employees or agents in the recruitment process is true and correct. The Employee also acknowledges that if any material information that they have provided is not true and correct, the Employer is entitled to immediately terminate any current Assignment.
- (f) The Employee authorises the Employer to make such checks as it considered necessary or desirable regarding my employment history, general character, qualifications and licences and will do all things necessary to facilitate any such check.
- (g) If required by the Employer at any time, the Employee will obtain or provide any police or other clearance before commencing a work assignment.
- (h) Provided that it is directly or indirectly related to the Employees employment, or potential employment, the Employee consents to the Employer disclosing all information which relates to them, 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.

12. Remuneration

- (a) All wages shall be paid fortnightly in arrears by direct credit to the Employee's nominated bank account.
- (b) For all ordinary hours of work, the Employer will pay the Employee an agreed hourly rate of pay which will be at least the minimum hourly casual rate applicable under the Award.
- (c) The Employee's hourly rate includes a 25% casual loading. Casual loading is to be paid to compensate the Employee for entitlements normally payable for permanent employment, including annual leave and sick leave.

- (d) The Employer will ensure that payments to the Employee will include any applicable penalty rates, overtime rates or allowances appropriate to a casual employee in accordance with the Award.

13. Recovery of Overpayments

- (a) The Employee agrees that the Employer may recover from the monies paid to the Employee incorrectly for any reason.
- (b) To the extent permitted by law, the Employee agrees to pay the Employer any outstanding advances or other payments due to the Employer including overpayments by the Employer and to the extent there is any deduction, the Employee authorises that deduction in writing. The Employee agrees to pay or repay such amounts to the Employer within 14 days or such other timeframe as may be agreed between the Employer and Employee taking into account the Employee's particular circumstances.

14. Superannuation

- (a) The Employer will pay any required superannuation contributions based on ordinary time earnings on behalf of the Employee as required by superannuation guarantee legislation, into the superannuation fund nominated by the Employee.
- (b) In the event of the Employee failing to nominate a fund, the Employer will allocate a complying fund, notify the Employee, and make payments accordingly.

15. Confidential Information

- (a) During the course of the employment or after termination of employment, the Employee shall not for their own benefit, or for the benefit of a third party, use, make a record of or disclose to any person any Confidential Information relating to information, or trade secrets of the Employer, any related entity or clients of the Employer for any reason except so far as may be reasonably necessary to enable the Employee to fulfil their obligations under this Agreement.

- (b) The Employee hereby indemnifies the Employer and any related entity against any loss or damage they may suffer as a result of the breach of confidentiality.

16. Intellectual Property

- (a) The Employee acknowledges that the Intellectual Property in all works of the Employee in the course of the fulfilment of the Employee's obligations hereunder are the absolute property of the company and that the Employee shall do all things and sign all documents that may be necessary to vest such intellectual property in the company.
- (b) The Employee may not make use of or reproduce any Intellectual Property owned by the Employer, related entities or their clients without that entity's prior written consent, other than in the ordinary course of my employment.
- (c) The Employee irrevocably appoints the Employer to be the Employee's attorney to do all things and sign all documents that may be necessary to vest such Intellectual Property in the Employer.
- (d) This clause survives the termination of employment and this Agreement.

17. Termination of employment

- (a) Employment may be terminated by the Employer at any time by providing the Employee with 1 hour's verbal or written notice (or 1 hour's payment in lieu of notice), provided that the Employee shall not be paid for less than 2 hours for any shift which is terminated by the Employer.
- (b) Notwithstanding any other provisions of this Agreement, in cases of serious misconduct the Employer may dismiss the employee without giving notice or making payment in lieu of notice.

18. Return of property

The Employee, on termination of employment, must immediately return the Employer's property that is within the Employee's possession or control including property of the Employer's clients or customers and which in any way

relates to the business affairs of the Employer or any of its subsidiary or associated companies, without retaining copies of the same.

19. Severance

If any clause or any part of any clause in this Agreement is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) of this Agreement, which will continue in full force and effect.

20. Governing law

This Agreement shall be governed and interpreted in accordance with the laws of the state of New South Wales and both parties submit to the non-exclusive jurisdiction of the courts of that state.

21. Variation clause

This Agreement may only be amended or varied by written agreement signed by both parties.

22. Breach of Agreement

The Employee acknowledges that irreparable damage may result to the Employer if they breach their obligations in this Agreement and agree to the issuance of a restraining order, injunction, or both, against the Employee for such a breach in addition to any other rights the Employer may have.

23. General

- (a) 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.

- (b) This Agreement supersedes all prior discussions, representations, negotiations, understandings and agreements, including but not limited to, any contract of employment with a previous employer.
- (c) The Employee agrees not to disclose the details of this Agreement, including but not limited to their remuneration, to any other person, except, to the extent necessary, family members and any financial, legal advisers or creditors.
- (d) 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.



SCHEDULE I – PARTICULAR DETAILS OF EMPLOYMENT**Contact details of the Employee**

Employee's Name	
Employee's Address	
Employee's Contact Number	
Employee's Email Address	

Employment Status

Casual

Hours of work**Position Description****Award Coverage**

Social, Community, Home Care and Disability Award 2010.

Remuneration

EXECUTED as an Agreement

SIGNED by Employee Name
Name

Signature:

Date:

SIGNED for and on Behalf of Company

Signature of
Company

Name (Print):

Date: