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**AND**

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**CASUAL EMPLOYMENT AGREEMENT**

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**Rudra Legal Corporation Pty Ltd**

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Campbelltown NSW 2560

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Campbelltown NSW 2560

Email: [director@myrudra.net](mailto:director@myrudra.net)

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**THIS AGREEMENT** dated            day of            2019

**BETWEEN**    of (**Employer**)

**AND**            of (**Employee**)

## **RECITALS**

- A. The employer conducts the business known as .
- 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 agreement.

## **OPERATIVE PART**

### **1. Definitions and Interpretation**

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This agreement is governed by the law of New South Wales, and the parties submit to the non-exclusive jurisdiction of the courts of that state.

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) Parties must perform their obligations on the dates and times fixed by reference to the capital city of New South Wales;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) 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;

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- (g) References to a party are intended to bind their executors, administrators and permitted transferees;
  - (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally;
  - (i) Competing business means any business that is the same or substantially similar to the business of the employer;
  - (j) 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 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;
  - (k) 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.
  - (l) Intellectual property means copyright, trade mark, patent, design and any other intellectual property rights arising by law;
  - (m) Performance objectives means those targets and goals developed by the employer having reference to the company's mission and annual business plan that further delineate the employee's duties that must be specific, measurable, attainable, realistic and timely and agreed upon by both parties. These goals can identify any changes the employer requires to the attitude, knowledge or behaviour of the employee and address the necessary personal development that may be required particularly if the business undergoes any major changes;
  - (n) 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
  - (o) 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.

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## **2. Term**

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- (a) Employment will be on a casual basis, as required on occasion by the employer, and each engagement will be a separate contract of employment which ceases at the end of that engagement.
- (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.

## **3. Award coverage**

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- (a) Award coverage and applicable legislation is set out in the attached Schedule 1.
- (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 2.

## **4. Title and duties**

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- (a) The employee's title and details are contained in Schedule 1.
- (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.
- (c) The employer may, after consultation with the employee, amend the employee's duties from time to time.
- (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.

## **5. Workplace behaviour and appearance**

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- (a) The employee is required to behave in a professional, respectful and courteous manner during each engagement.
- (b) For each engagement, the employee must present in neat and tidy clothing of a standard appropriate to their employment.

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## **6. Health and safety**

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- (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 must report any injury sustained during an engagement or while travelling to or from work, as soon as practicable to their supervisor or manager.
- (c) 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.
- (d) The employer may direct the employee in relation to wearing of personal protection equipment.
- (e) All working areas are smoking free.
- (f) Under no circumstances shall an employee report for work under the influence of alcohol or drugs.
- (g) 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.
- (h) The employee must not bring alcohol into the employer's premises unless it is expressly approved in accordance with an authorised workplace function.
- (i) 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.

## **7. Policies and procedures**

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- (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 is prohibited and constitutes misconduct.
- (c) A breach of the employee's policies and procedures may result in disciplinary action, including termination of employment.

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**8. Hours of work**

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- (a) The hours of work are as set out in Schedule 1 or as otherwise advised by way of a roster.
- (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.

**9. Warranties**

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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.

**10. Remuneration**

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- (a) All wages shall be paid [weekly OR fortnightly OR monthly] [in arrears OR in advance OR half in arrears, half in advance] by direct credit to the employee's bank account.
- (b) The employee's hourly rate includes a 25% casual loading. Casual loading is to be paid to compensate the employee for all entitlements normally payable for permanent employment, including annual leave, sick leave, penalties, allowances and loadings.
- (c) The employee will be provided with a payslip in accordance with the applicable legislation.

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**11. Superannuation**

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- (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.

**12. Uniforms**

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- (a) If required, the employee will be supplied with the appropriate uniform as determined by the employer.
- (b) The employee shall wear the complete uniform as supplied and shall maintain the uniform in a clean and presentable condition at all times.
- (c) The employee will return all items of uniform as directed or in the event of termination of employment.

**13. Public holidays**

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- (a) The employee may be required to work on public holidays.
- (b) Work performed on public holidays will be in accordance with the award and the National Employment Standards.
- (c) Payment for work on public holidays will be as set out in Schedule 1.

**14. Long service leave**

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The employee's entitlement to long service leave will be in accordance with the provisions of the relevant legislation.

**15. Carer's leave**

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The employee is entitled to two days of unpaid carer's leave per occasion, in accordance with the National Employment Standards.

**16. Parental leave**

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The employee's entitlement to parental leave will be in accordance with the National Employment Standards.



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**17. Compassionate leave**

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The employee is entitled to two days of unpaid compassionate leave per occasion, in accordance with the National Employment Standards.

**18. Tools**

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- (a) The employer may provide the employee with tools and equipment necessary to perform the duties for which the employee is employed.
- (b) All care shall be taken by the employee to keep the tools and equipment in good order.
- (c) No tools or equipment belonging to the employer shall be removed from the premises without the employer's permission.
- (d) Any tools and equipment provided to an employee remain the property of the employer, and must be returned on the termination of employment.

**19. Breaks**

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- (a) Breaks will be in accordance with the intervals stated in the award and applicable policies and procedures.
- (b) The timing of breaks should reflect the employer's commitment to customer service and be taken at reasonable intervals during the daily work period.
- (c) The employer retains the right to arrange breaks so as to minimise disruption to clients, other staff, or the employer's operations.

**20. Confidential information**

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- (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 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.

**21. Intellectual property**

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- (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.

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- (b) 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.

**22. Termination of employment**

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Employment may be terminated by the employer at any time by providing the employee with notice, to apply at the end of the employee's current engagement.

**23. Return of property**

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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.

**24. Variation clause**

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

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## SCHEDULE 1 – Casual employment particulars

### Employee name address and private contact details

### Employment status

Casual

### Location of work

or such other place of work as advised

### Hours of work

NB: Employees must be paid a minimum of 3 hours per shift. Many awards require that a casual employee be paid for a minimum number of hours per engagement.

- Monday: 9.00 am – 1.00 pm; and
- Wednesday: 2.00 pm – 6.00 pm.

### Position description

Position title:

Reports to:

Position summary:

Key responsibilities:

Competencies and experience required:

Qualifications required:

[Include full details and particulars of any relevant award, and attach a copy of the award or advise where a copy of the award is located in the workplace.]

### Award coverage [if relevant]

, and National Employment Standards in the Fair Work Act 2009.

### Award classification:

### Remuneration

As per the above award classification

[OR]

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The hourly rate includes the casual loading:

Standard weekly hourly rate:       \$       per hour.

Saturday hourly rate:               \$       per hour.

Sunday hourly rate:                 \$       per hour.

Public holiday hourly rate:         \$       per hour.

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**SCHEDULE 2 – Fair Work Information Statement**

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**Execution page**

**SIGNED AS AN AGREEMENT**

<b>SIGNED BY</b> in the presence of:	)
	)
..... Signature of witness	..... Signature
..... Print name of witness	

<b>SIGNED BY</b> in the presence of:	)
	)
..... Signature of witness	..... Signature
..... Print name of witness	