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What is a casual employment agreement

If there's doubt about whether you're a casual or permanent employee, the key factors in deciding this will be how regular and how continuous the work is. This can be assessed by looking at both of the following: Your employment agreement – Does it include terms that are inconsistent with casual employment? For example, it may require you to take work when it's offered, or stop you from working for other employers, or require you to tell your employer when you're not available for work. The behaviour of the two parties – Has this created a fair and reasonable ("legitimate") expectation that more work will be offered, or that it will be accepted if it's offered? For example, if you've been working a regular 30-hour week for six months, you might have a legitimate expectation of further work. Whether you're a casual employee or permanent employee will depend on the real nature of your employment relationship, not simply on the words (such as "casual" or "permanent") that you and your employer have used to describe it. If your work is regular and ongoing, it is more likely that you're a permanent employee. If your employer calls you a "casual" employee but you're wondering if you might really be a permanent employee, you can get advice from your union or local community law centre. Note: If as a casual employee you've been offered and have accepted work (for example, you've been rostered on for particular days), then an employment relationship now exists. This means your employer will need a legitimate reason if they no longer want you to work those days and will also have to follow a correct process, as with any other employee. An employment contract is a written agreement between an employer and the employee setting out enforceable terms and conditions that govern the employment relationship. Although the employment agreement does not have to be in writing, ideally it will be. An employee contract must provide for at least the same minimum terms and conditions and wages set by the National Employment Standards (NES) contained in the Fair Work Act 2009 or the relevant award, enterprise or other registered agreement. Both the employer and employee must agree to any changes to the employment contract. What to Include in Your Employment Contracts An employment contract is the most effective way to codify the terms and conditions of the employment relationship. It should outline fundamental aspects of the employment relationship including employment status, particularly if the employee is engaged as a part-time or casual basis, remuneration and obligations. Setting out the conditions of employment in writing is likely t to reduce the risk of misunderstandings or confusion. When drafting a letter offering employment together with an employment contract it is useful to have them professionally reviewed to ensure that the terms are sufficiently clear. Doing so will also mitigate the risk of inadvertently incorporating unlawful terms. Although every employment contract is unique and needs to reflect the specific employment relationship between the employer and the employee, there are specific conditions of employment that should be included in an employment agreement, regardless of your company size or industry. You should include the following terms and conditions in your employment contracts: Name and personal details of the employer and the employeeCommencement date of employment and probation period (if a permanent employee)Job title and description setting out the role and duties of the employeeClause referring to employer policies and proceduresClauses referring to essential requirements of the role e.g. Licences, clearances, registrationsType of employment (i.e. full-time, part-time or casual)Place of work and hours of operation of the businessRemuneration clause – setting out the method of payment e.g. salary, wage, or piece-rate) and what is included or paid separately e.g. superannuation, loadings, overtime, bonuses, benefits and allowances. Commission is usually set out in a separate scheme.Leave entitlements – the NES provides compulsory minimum standards for various types of leave e.g. annual leave, personal leave, long service leaveClauses protecting employer property and information – e.g. company vehicle, intellectual propertyConfidentiality agreement making clear what employer information should be kept confidential and setting out the possible consequences of a breachNon-disparagement clause preventing the employee from any action which can reflect negatively on the companyAmount of notice required to be given by the employer and employee to end the employment relationship (there are minimum notice periods under the Fair Work Act)Termination conditions including RedundancyClauses regarding Assignment, Jurisdiction, Severability and Variation of Terms Also consider provisions to deal with potential changes in the employee's role or their scope of duties? (i.e. will the same contract still apply if the employee has to change locations, roles or duties?) and depending on the employee's position, perhaps clauses preventing them from setting up a similar business close to their former employer for a period of time and/or stealing their clients, though these clauses can be hard to enforce. Understand the legislation surrounding employment contracts today. Types of Employment Contracts Each type of engagement has different benefits and consequences, but it is preferable that agreements take written form. How to engage workers in a manner that is right for your business will depend on your specific business needs. You should also consider the industry standards of each role and how the arrangement will affect your business financially. Below are the most common types of engaging workers: Full-Time Employment Contracts Full-time employees have ongoing employment and generally work 38 ordinary hours per week or an average of 38 ordinary hours a week. This may vary depending upon whether the relevant employee is covered by an industrial instrument. They are entitled to paid leave and are required to be given notice of termination. Part-Time Employment Contracts Part-time employees have ongoing employment and typically work less than 38 hours a week. They usually work regular hours each week and are entitled to the same minimum employment entitlements as full-time staff. However, the part-time entitlements are on a 'pro rata' basis. Casual Employment Contracts Casual employees work for an employee on a demand-only basis. Unlike a permanent agreement, casual employees have no firm commitment in advance of ongoing employment and generally work on an ad hoc basis (so the work hours are irregular). Casual employees are paid for the hours they work, and they can refuse shifts. Casual employees are not entitled to paid sick or annual leave, and their employment can be terminated at any time without notice. To compensate, casual employment attracts an hourly loading. Fixed-Term Employment Contracts This is when an employee is hired for a specified period of time or to complete a specific task or project. Typically, the contract ends either when a project is complete or an event has passed (e.g. a peak season). Fixed-term contracts clearly outline the length of the employment period from start to end. Although this type of arrangement is often short-term, fixed-term workers still receive the same entitlements as permanent employees though notice is not required if the employment contract ends at the end of the fixed-term. Independent Contractor Independent contractors are typically self-employed workers who contract their services out to other companies. Contractors negotiate their own fees and working arrangements and they have the freedom to work for multiple employers at once. It's important for an employer to clearly define whether the person they hire is a permanent employee or independent contractor as there may be risks to the business if the contractor turns out to be an employee. Termination of an Employment Contract An employment contract can be terminated by either the employee (ie through a resignation) or the employer. Regardless of what triggered the termination, the correct procedure must be followed to ensure the process is fair and carried out in accordance with the workplace procedures. Depending on the circumstances, if an employee is dismissed or resigns, they may be entitled to be paid notice, and must be given their final payment, which includes any entitlements owed to them e.g. accrued but untaken annual leave. Make sure you clearly outline the terms relating to ending employment in your employment contract and employee handbook. For more information on Employment Contracts call us for free initial advice on 1300 207 182. Call Our Team of Expert Advisers Who Will Help You with Your Workplace Questions. A standard employment contract is an agreement between an employer and employee that sets out the expectations regarding the role and the minimum terms and conditions of employment, such as: The parties to the contract A description of the role and duties and reporting structure The place and hours of work On what basis the employee is engaged and for how many hours Remuneration Leave entitlements Confidentiality and Intellectual Property Notice and termination Dispute Resolution An employee contract should include: Name and personal details of the employer and employee Commencement date of employment and probation period Licences, clearances, registrations Type of employment Place of work Number of hours the employee will work per week Remuneration Leave entitlements Protection of intellectual property Confidentiality agreement Non-disparagement clause Notice, termination and Redundancy Dispute resolution clause Yes, you can, but as this is a legally binding document which may have far-reaching consequences it is recommended that you seek expert advice and assistance. Ideally an employer should provide their preferred candidate for the role with a copy of the employment contract when they offer them employment so the employee can consider the terms and conditions of employment before accepting. No. You can only change the terms of an employment contract if both parties agree. An employee is not obliged to accept any changes to the terms and conditions of their employment. If you dismiss an employee for not accepting proposed changes to an employment contract you may risk the employee putting in a claim of unfair dismissal against the business. A written contract is not required. However, it is considered best practice to set out the agreed terms and conditions of employment in writing to set parameters for the employment relationship, mainly to protect the employer should any dispute arise. No. However, it is advisable to have an employment contract with each employee including casual employees to make clear what the terms and conditions of their employment are, and how casual employment differs from permanent full-time and part-time employment, for example in terms of casual loading or refusing shifts. The terms are used interchangeably and the difference is largely a matter of semantics. Contact us to find out how BrightHR people management software can help you manage and store your essential employee records and documents. what is a casual employment contract. what is a casual employment

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