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## **Employment contract for hiring casual employees**

### **Letter of Engagement template**

An employment contract or letter of engagement is a document provided by an employer which must be agreed to and signed by the prospective employee. These documents are used to inform prospective employees of the terms and conditions of their employment at your business, and include important information and agreements regarding:

- Employment start date
- Employment position within your business
- Expected hours of work
- Pay and superannuation entitlements

### **Drafting an employment contract**

Before you draft an employment contract, you need to be aware of the minimum entitlements which apply to employees in the position you are offering. These requirements will need to be included in the relevant sections of the employment contract, and will include minimum requirements for the following:

- Pay and remuneration
- Working hours
- Loading and shift penalties
- Leave entitlements
- Notice requirements for termination of employment.

The minimum requirements for employment are derived from several sources, including relevant industrial awards or agreements and legislation. The *Fair Work Act 2009* and the National Employment Standards set out in the Act are also a source of minimum requirements.



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If you are unsure of the minimum requirements governing your employees, contact a legal professional for advice.

Information contained inside [brackets] can be altered to suit the requirements of your employment circumstances. The template is comprised of numbered clauses, which should be used in formal contracts. Some clauses are optional as they may not apply to your business or employment circumstances, and these can be deleted.

### **Consider obtaining legal advice**

It isn't always necessary to obtain legal advice when hiring employees, but for certain industries and jobs it can be a good idea to seek the advice of a legal professional. Some industries or employment positions have rigid requirements regarding confidentiality and future trade. This template is unable to provide the level of legal detail which might apply to your situation, so if this is relevant to you, we suggest that you seek professional assistance before entering into a contract with an employee.

This template is designed to serve as a guide only to assist your business in drafting employment contracts for casual staff and is not a substitute for legal advice as every employment situation is different and different requirements may apply.

### **Meet the prospective employee and go over the employment contract with them**

Meeting a prospective employee face to face in order to discuss their employment provides you with the opportunity to explain the terms and conditions of the employment relationship. It also allows the employee to ask questions or make comments which you can address, as well as giving you a chance to detail what you expect of the employee once they commence their employment with you. It is also important to keep a record of the job



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advertisement as well as any materials provided to the prospective employee prior to the commencement of their employment.

It is important to give prospective employees time to consider the employment contract, as they may realise they are unable to meet its terms and conditions. Accordingly, your employment contract should specify a date by which you require acceptance. Give the prospective employee your contact details so they can obtain any required information during this time.

Once the employee has signed the employment contract, you should keep the original and provide them with a copy for their records. This ensures that both parties have a written record of what has been agreed to as part of the employment relationship.

**Employment contract template begins on the next page**

**[Insert your business letterhead]**

[Date] Always list the date at the beginning of a contract.

**Private and confidential**

[Insert the full name of your prospective employee]

[Insert the residential address of your prospective employee]

Dear [insert employee name]

**Notice of employment**



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[Insert your business name] is pleased to offer you casual employment in the position of [insert job title] based on the conditions and terms contained in this employment contract.

## **1. Position**

**1.1** - You will be employed as required, on a casual basis.

**1.2** - As a casual employee, you are not entitled to the guarantee of regular or ongoing work with [insert your business name] and are not entitled to annual or sick leave.

**1.3** - See the **attached** document which describes your position. This description details the duties and tasks you are required to perform each time you work. You may also be asked to carry out additional tasks, or tasks not listed in the position description due to the dynamic nature of the workplace in regard to your experience, training, and skill development.

**1.4** You will be required to carry out your employment duties at [insert business location] or at other reasonable locations as directed by [insert your business name].

## **2. Employment terms and conditions**

**2.1** Unless more generous provisions are included in this employment notice or the attached job description, your employment will be governed by the terms and conditions set out in [insert relevant industrial agreement or award] and applicable legislation. As an employee at [insert your business name], your employment will be governed by the *Fair Work Act 2009* and the National Employment Standards laid out in the Act. Note that neither this legislation nor [insert relevant industrial agreement or award] are incorporated as part of this employment contract.

***Note - Any employee is entitled to receive the minimum provisions afforded by any industrial awards or enterprise agreements affecting their employment. It is at your discretion as an employer whether or not you choose to offer more generous entitlements, but you are legally required***

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*to provide at least the minimum set out in these instruments and legislation. Contact a legal professional if you are unsure of your obligations.*

2.2 – Either party to this employment contract (you, as the employee, or [insert your business name], as the employer) are entitled to terminate the employment relationship at any point so long as [insert period] notice is given.

### 3. Remuneration

3.1 – When working for [insert your business name] on a casual basis, you will be paid a base rate of \$[insert dollar amount] per hour plus the applicable casual loading.

3.2 Payment will be made on a [fortnightly/weekly/monthly] basis via direct debit to a bank account nominated by you.

3.3 [Insert your business name] will make superannuation payments on your behalf as required by the *Superannuation Guarantee (Administration) Act 1992*. **Note - if superannuation provisions are included in any relevant industrial agreements or awards, you are required to pay at least the amount stipulated in these awards or agreements. Contact a legal professional if you are unsure about your superannuation obligations.**

3.4 [Insert your business name] will review your remuneration on an annual basis. Your remuneration may be increased as a result of these reviews at the discretion of [insert your business name]. **Note - all employees must be paid in accordance with the relevant minimum wage.**

### 4. Your obligations to [insert your business name]

4.1 – As part of your employment with [insert your business name], you will be required to:

- a. Perform your work duties to your best ability at all times;

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- b. Use your best judgement, reason, and sensibility to protect and promote the interests of [insert your business name]; and
- c. Follow any reasonable and lawful directions given to you by [insert your business name]. This includes ensuring compliance with company procedures and policies, which may be amended occasionally. Note that these procedures and policies are not incorporated into this employment contract.

## **5. Confidentiality**

*Note - this clause is optional and may not be relevant to your employment circumstances. Confidentiality agreements commonly form part of the employment contract for jobs which involve the handling or use of intellectual property or other sensitive information. Seek legal advice if you are unsure whether or not a confidentiality agreement should be included in your employment contracts.*

**5.1** – By agreeing to the terms and conditions contained within this employment notice, you agree and acknowledge that both during the course of your employment with [insert your business name] and after, you will not disclose or use confidential information which relates to the business of [insert your business name]. Such information includes, but is not limited to [insert a brief description of the type of information, e.g client lists, client details, trade secrets etc.].

## **6. Entire agreement**

**6.1** – The conditions and terms set out in this employment notice constitute the conditions and terms of your employment with [insert your business name], and therefore override any previous agreement or understanding between you and [insert your business name].

**6.2** The conditions and terms set out in this employment notice can only be altered upon written agreement by both parties (you, as the employee, and [insert your business name], as the employer).



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If you have any questions or comments about the conditions and terms of employment contained within this notice, please contact [insert name and phone number].

In order to accept this offer of employment with [insert your business name], please return the signed and dated original to us by [insert date].

### **Employee acknowledgement**

I, [insert name of employee], have thoroughly read and understood this employment notice and all the terms and conditions it contains. I accept this offer of casual employment from [insert your business name] and understand that the employment relationship will be governed by the terms and conditions set out in this contract. According to the casual nature of my employment with [insert your business name], I understand that each engagement constitutes a separate employment contract between myself and [insert your business name].

Signed: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

Print name: \_\_\_\_\_

PLEASE KEEP A COPY OF THIS NOTICE FOR YOUR RECORDS