# This is a sample agreement. If you are unsure whether it suits your circumstances, please seek advice.

# CASUAL EMPLOYMENT AGREEMENT -

# “As and when required”

**PARTIES**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(the employer or we)

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(the employee or you)

**EMPLOYMENT AS A CASUAL EMPLOYEE**

The parties agree that the nature of the employment relationship is casual or “as and when required”. There is no obligation on us to offer you work, or on you to accept such work, and neither party has any expectation of ongoing work.

Each period of work offered (ie day, shift or week) is a separate engagement, and employment ends at the end of each engagement. We will provide you with reasonable notice of work when it is offered.

**POSITION**

Your duties for each engagement will be explained to you when the work is offered to you. Your place of work will be [insert address] or at other locations as directed.

**HOURS OF WORK**

You will be given reasonable notice of the dates and hours when you are required to work and you must be ready to start working at such times, if you accept the work.

**REST AND MEAL BREAKS**

You are entitled to [insert arrangements, eg. one unpaid meal break of 30 minutes and two paid rest breaks of 10 minutes each per 8 hours of work].

OR

Your rest and meal breaks will be as directed by your manager.

OR

In view of the nature of your work rest and meal breaks cannot be reasonably provided, and you agree that you will be compensated in lieu of such breaks, with time off in lieu [or insert other compensatory measure agreed]

**WAGES**

Your wages will be $…………. per hour plus 8% in respect of holiday pay. Your wages will be paid into your bank account.

**ANNUAL HOLIDAYS**

You are entitled to paid annual holidays as provided for by the Holidays Act 2003. In view of your casual employment, your holiday pay will be added to and paid out with your pay for each pay period.

**PUBLIC HOLIDAYS**

If you are required and agree to work on a public holiday, you will be paid in accordance with the Holidays Act. At present that is time and half for the hours worked.

**SICK LEAVE**

As provided for in the Holidays Act 2003, you will become entitled to paid sick leave if, during any six month period, you have worked more than –

* An average of at least 10 hours per week, and
* At least one hour every week or 40 hours every month.

In accordance with the Holidays Act 2003, you will then become entitled to 5 days sick leave for the following 12 months, and for every 12 months thereafter. Unused sick leave automatically accumulates to a maximum of 20 days.

Unused sick leave is not paid out on termination of this agreement.

**BEREAVEMENT LEAVE**

As provided for in the Holidays Act 2003, you will become entitled to paid bereavement leave if, during any six month period, you work more than –

* An average of at least 10 hours per week, and
* At least one hour per week or 40 hours per month.

The death of your spouse, parents, children, grandchildren, brother or sister, or your spouse’s parents entitles you to up to three days per bereavement. The death of other persons causing you bereavement may also entitle you one day per bereavement, if the employer agrees.

**CONFIDENTIAL INFORMATION**

Except as required in the course of your duties under this agreement, authorised by your manager or required by law, you may not divulge to anyone, or use in any way, any information that comes to your knowledge as a result of your employment with us. This includes, without limit, information about our business. This restriction remains after you leave our employ.

You agree, upon request, to sign a statutory declaration that you have returned all our documents, and that you will not disclose any of our information, or use it for your own purposes.

**PERSONAL GRIEVANCES AND DISPUTES**

Personal grievances which may arise or disputes about the interpretation, application or operation of this agreement will be settled in terms of the employer's grievance procedure, which is attached.

**HOUSE RULES AND DISCIPLINARY CODE AND PROCEDURE**

You are subject to the employer’s house rules and disciplinary code and procedure as amended from time to time, which are attached.

**HEALTH AND SAFETY AND DRUG AND ALCOHOL TESTING**

You accept our Health and Safety policies and procedures, particularly with regard to drugs and alcohol. You hereby agree to undergo drug and alcohol testing by a medical practitioner in the circumstances set out in our Health and Safety policies. You hereby authorise us and the medical staff concerned, to conduct such tests and indemnify us and the medical staff against any claims of any nature arising from the testing.

**TERMINATION OF EMPLOYMENT**

Because this is a casual employment relationship, no formal notice of termination is required.

**PARTIES’ SIGNATURES**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employer Date

**EMPLOYEE ACKNOWLEDGEMENT AND DECLARATION**

I acknowledge that I have been advised of the right to seek independent advice on this agreement, and was given a reasonable opportunity to get such advice.

I have read these terms of employment and understand these terms and their implications.

I agree to be bound by these terms of employment and the employer’s policies and procedures as implemented by it from time to time.

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