Contract of employment template

Casual employee

Use this template for:

* Casual employee
* Educational Services (Teachers) Award employees (services operating less than 48 weeks per year)
* Educational Services (Teachers) Award employees under Schedule B (services operating 48 weeks per year or more)
* Children’s Services Award employees
* Clerks Private Sector Award employees
* Some Enterprise Agreement employees (except early childhood teachers working in a Preschool). Check your agreement for relevance

**Instructions**

*This template is a guide only. Ensure the inclusions meet your organisation’s specific requirements. Call CCSA on 1800 991 602 if you require assistance.*

1. **Copy** the template onto your letterhead.
2. **Replace** the **blue** writing with what applies to your service, the position and your employee.
3. **Delete** any information that does not apply to this position and employee.
4. **Refer** to the “Questions to Ask” and “Notes” for guidance when replacing and deleting.
5. **Delete** the questions and notes boxes from the document.
6. **Re-number** the clauses if required
7. **Print** the completed contract of employment for signing by management and the employee. The signed original should be retained on your records, and a copy given to the employee.

**1. Position**

This contract of employment is between (service name or employer)and (the employee) for the position of (insert position title as your service calls it, e.g. casual educator).

Your employment is made in accordance with the terms and conditions of the National Employment Standards (NES) and the (Children’s Services Award / Clerks Private Sector Award / Educational Services (Teachers) Award / or insert your registered Enterprise Agreement title).

Your employment is on a casual basis, as required.

Each occasion that you work will be a separate contract of employment which ceases at the end of that engagement.

As a casual employee, there is no guarantee of ongoing or regular work.

Your commencement date / date of first engagement (delete what is not required) is (insert date).

A copy of the (award / agreement) and NES are available to view at the service (state where/how).

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| ***Questions to ask:***   * Which award applies to the employee? * What is the purpose of the role? What functions/tasks is the employee required to perform? This will often include how the role enables you to meet requirements under the NQF. * How do the duties align with the award/agreement classification structure? This will help identify the correct classification and pay level. * What qualifications are required? * How much experience does the employee have at this classification level? Awards/agreements vary in the method used to determine the pay point. * What is the title of the position? |

**2. Duties and Responsibilities**

You will report to (insert immediate supervisor, e.g. Room Leader, Director, or Management Committee – use a job title, rather than an individual’s name).

Your duties are set out in the attached position description (attach appropriate description). You are required to perform these duties, and any other duties the employer may assign to you, having regard to your skills, training and experience.

In addition, you will be required to:

1. perform all duties to the best of your ability at all times;
2. use your best endeavours to protect and promote the employer’s activities and reputation;
3. refrain from acting in conflict with the interests of the employer; and
4. follow reasonable and lawful directions given to you by the employer, including complying with policies and procedures as amended from time to time.

You will be required to perform your duties at (location), or elsewhere as reasonably directed by the employer.

**3. Hours of Employment**

You will be notified of your hours of work on each engagement as required.

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| ***Questions to ask:***   * What are the minimum hours of engagement (check award / agreement)? * Is a paid or unpaid meal break applicable under the award/agreement for the hours worked? |

**4. Alterations to hours of employment**

The hours of work may be changed by mutual agreement between employer and employee. Alterations to hours of employment are to be made in writing.

**5. Classification and Remuneration**

The rate of pay applicable to the classification of (state classification and level, e.g. Children’s Services Employee Level 3.3) under the (relevant award or agreement, e.g. Children’s Services Award 2010) is $ (amount) per hour, which includes the casual loading.

Include if paying an over award amount (example only):

However, you will be paid the over award rate of $ (amount) per hour. This over award payment will be reviewed each year at the time of the Fair Work Commission’s Annual Wage Determination. An increase in salary is not guaranteed, provided that you will be paid at least the minimum Award rate of pay.

Your salary will be paid (weekly or fortnightly, or monthly if award allows) on (pay day) by (cash, cheque, electronic transfer)

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| ***Questions to ask:***   * How much experience does the employee have at the employed classification within the ECEC sector? * What pay level is applicable to the employee according to the award / agreement? * Will an over-award payment be included in the pay rate? Is it a $ amount or is it a percentage?. * What conditions are associated with any over-award payment, such as the FWC Annual Wage Review? |

**7. Non-Contact Time**

(Use only where there is a provision in the award / agreement for non-contact time. Delete if not applicable to this position.)

As part of your role in being responsible for the preparation, implementation and/or evaluation of a developmental program for children, you have (insert number of hours) hours per week of non-contact time for planning, preparing, evaluating and programming activities. This time will be advised to you according to the roster.

**8. Superannuation**

You are entitled to Superannuation in accordance with the Superannuation Guarantee Act 1992. The current entitlement is 9.50% of ordinary time earnings, subject to a threshold of $450 per calendar month.

**9. Long Service Leave**

Long Service Leave is provided to casual employees only if they have satisfied the continuous service requirements.

(If you are not a NSW employer, check your state’s Long Service Leave provisions for inclusion of casual employees.)

**10. Service policies and procedures**

As an employee of (service name), you are required to understand, follow, and comply with all service policies and procedures, which may be varied from time to time at the Employer’s sole discretion.

You may find this information (insert details of how the employee would access this information).

**11. Confidentiality**

You are required by law including the *Education and Care National Law and Regulations,* the *Privacy Act 1988* and the *Health Records and Information Privacy Act 2002 (NSW)* to keep all information relating to children and families confidential at all times.

By accepting this offer of employment, you acknowledge and agree that you will not, during the course of your employment or thereafter, except with the consent of the employer, as required by law or in the performance of your duties, use or disclose confidential information relating to the management and operation of the service. You also agree that, under no circumstance, shall any information regarding any child or family be disclosed to any person who is not the parent or guardian on the preschool record.

Confidential information means any information which is not already published in the public domain.

(Outline any other general confidentiality information, if necessary.)

**12. Signatures**

I, (insert name of employee), understand and accept the terms and conditions of employment by (insert name of employer) as set out in this document, and undertake to comply with them.

Employer

On behalf of (insert service name)

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee

I have read, understood and I accept the terms and conditions of this contract of employment.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Attachments:**

* Fair Work Information Statement
* Duplicate Letter
* Code of Ethics/Conduct
* Tax File Number declaration form
* Superannuation standard choice form
* (any other appropriate document)