

Casual Employment Changes

Practical example



Brent signs a contract marked “**Casual Employment Agreement**” and starts work as a waiter at a new café in the city.

Brent’s employer, Tristan, **does not send him a roster every week** with the shifts available to him in the upcoming weeks. Instead, Tristan **agrees with Brent verbally** that he would work every Monday, Wednesday and Friday.

There is one full-time and one part-time employee at the café who do the same work as Brent.

Brent is not paid a casual loading and his **contract does not** mention any **casual rate** of pay.

Is Brent a casual employee under the new definition?

No, but it depends.

Even though Brent signs a contract titled “Casual Employment Agreement”, he **is not paid a casual loading** and his contract does not provide for his entitlement to the loading. Tristan does not offer Brent the available shifts in the upcoming weeks to which he can accept and refuse work.

Brent has a regular pattern of work.

Also, there is a full-time employee and a part-time employee who does the same work as Brent.

These facts considered altogether **are not indicative of a casual employment** relationship and suggest Tristan has arguably made a firm **advance commitment** to continuing and **indefinite work**.





SMALL BUSINESS PEAK

A large, white, stylized arrow graphic that starts as a horizontal line at the bottom left, then curves sharply upwards and to the right, ending in a triangular arrowhead. The text 'SMALL BUSINESS PEAK' is written in white, bold, sans-serif capital letters, with 'SMALL BUSINESS' on the top line and 'PEAK' in a much larger font size on the bottom line, positioned over the arrow.

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Please note this publication has been funded by the Australian Government Department of Employment and Workplace Relations through the Productivity, Education and Training Fund grant program.