

# ZERO HOUR EMPLOYMENT CONTRACT

## ZERO-HOUR / ON-CALL EMPLOYMENT AGREEMENT

This Zero-Hour Employment Agreement (this "Agreement") is entered into as of between [EMPLOYER NAME], a Corporation at [EMPLOYER S BUSINESS ADDRESS] ("Employer"), and [EMPLOYEE NAME], residing at [EMPLOYEE S RESIDENTIAL ADDRESS] ("Employee").

### 1. Zero-Hour Arrangement

**No guaranteed hours.** Employer does not guarantee any minimum number of hours of work per week. Employee may accept or decline shifts offered by Employer without penalty (subject to reasonable scheduling expectations for accepted shifts). Compensation is payable only for hours actually worked. Notwithstanding the flexible schedule, FLSA minimum wage and overtime protections (29 U.S.C. §§206, 207) apply to all hours worked, and the ACA look-back measurement period (26 U.S.C. §4980H) may apply if Employee's average hours reach 30 per week.

**Position.** [JOB TITLE]. **Duties.** [DUTIES AND RESPONSIBILITIES] **Work location.** On-site. **Expected hours.** Approximately 40 hours/week (not guaranteed).

### 2. At-Will

### 3. Compensation

**Salary.** \$0.00.

**Predictive / fair-workweek schedules.** If Employee works in a jurisdiction with a predictive-scheduling ordinance (including but not limited to NYC, San Francisco, Oregon, Seattle, Chicago, Philadelphia), Employer shall comply with applicable advance-notice, predictability-pay, and right-to-rest requirements.

**Reporting-time pay.** Where required by state law (e.g., California IWC Wage Orders), Employer shall pay reporting-time pay for scheduled shifts that are canceled or shortened.

**Exempt.**

### 4. Benefits

Limited, statutorily required benefits only unless accrued hours reach eligibility thresholds:

- Workers' compensation;
- Unemployment insurance;

- ACA health coverage **if** Employee averages 30+ hrs/week under the look-back measurement period.

**5. Confidentiality and IP**

**Confidentiality** with DTSA §1833(b) immunity. **IP assignment.**

**6. Restrictive Covenants**

**Non-solicitation** 12 months.

**7. Expenses**

Reimbursement of pre-approved, documented business expenses per Employer policy.

**8. Termination**

At-will. 14 days' resignation notice requested. Return all Employer property.

**Final pay** on next regular payday.

**9. Dispute Resolution**

**Governing law:** [STATE]. **Venue** [VENUE CITY].

**10. Compliance**

**EEO. I-9** within 3 business days.

**11. General**

Standard provisions: entire agreement; written amendments; severability; Employer assignment to successor; ESIGN/UETA; survival of 5–11.

**Signatures**

**Employer**

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Employee**

\_\_\_\_\_  
PRINTED NAME

SIGNATURE

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DATE

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