

## **SUBMISSION by My Place Foundation to the Ministerial Review of the State Industrial Relations System (Interim Report)**

The proposed changes to the Industrial Relations Act (WA) 1979 seek to remove the current exclusion for private and domestic arrangements. Section 7 of the Act defines the term “employee” to specifically exclude “any person engaged in domestic service in a private home”. The removal of the private & domestic exclusion under the IR Act (WA) to deem all arrangements as that of employer-employee not only poses a number of detrimental ramifications but is based on assumptions about those arrangements that are both misleadingly broad and unrepresentative.

At its base, the premise of the proposed changes to the State legislation is to bring all workers under the definition of “employees” in order that the Commonwealth Government can comply with the conditions imposed by the International Labour Organisation (ILO) Protocol of 2014 to the Forced Labour Convention of 1930.

The implication posed in not ratifying this Protocol is to suggest that any person excluded from the definition of “employee” will not be afforded the protection of employment legislation and therefore be subject to real or potential exploitation such as “forced labour, including trafficking of persons and slavery-like practices.” (Section 5.4 (b) 771)

The fight to end human slavery in the world through legislative practice is laudable, however, the mechanism to effect this change should not be at the expense of the fair and beneficial arrangements that currently exist in a small but vital area to support people with disability and their families in their own homes.

### **‘ONE SIZE FITS ALL’ APPROACH**

A “One Size Fits All” approach to the definition of employment which the proposed changes promulgate obscures the reality of the highly segregated nature of service arrangements that now exist in the contemporary labour market. It is our view that any attempt to corral all such arrangements under a single definition of “employee”, in particular, by removing the private and domestic exclusion from the current Act is regressive. It is further our view that the government should be challenged to embrace the multi-layered and nuanced approaches now operating within the labour market and investing in ways to ensure that these arrangements can be supported and oversighted without the need to make them “all the same”.

Strengthening legislation to control the currently unregulated ‘gig’ economy is a welcome move as it is in this area where the majority of what could be termed exploitative hiring practices occur. However, such a blanket approach fails to recognise that there are legitimate enterprises that fall outside the scope of industrial relations but do, nevertheless, operate for mutual benefit of both parties.

I refer to the private and domestic arrangements for those working in the disability sector engaged directly by homeowners/occupiers to work as paid support workers in their own homes.

Currently, hundreds of examples exist of families and people with disabilities in WA directly engaging domestic workers in order to provide support within the family home and, by natural extension, the community. At the heart of these arrangements are the principles of trust and mutual benefit, conditions that would be largely absent in the 'gig' economy that is being targeted for increased industrial regulation. Such beneficial arrangements under the private & domestic exclusion could not exist without the arrangement providing benefits for *both* parties, not just the one.

## **BENEFITS TO DOMESTIC WORKERS**

The benefits accrued by domestic workers are not always necessarily monetary in nature. For example, under live-in arrangements the domestic worker also receives benefits such as accommodation, food and utilities, that are not only of value to the domestic worker, but perhaps also of necessity in carrying out of the work. Such non-monetary benefits are simply not captured in the regulatory framework of the current industrial system, but they are under a private & domestic arrangement and should be recognised and protected for the benefit they provide. The example cited below (Melanie) specifically states the non-monetary benefits. **Melanie's support people live with her free of charge, enjoy meals, spend a significant proportion of their time providing passive support rather than active support, have access to technology support i.e. internet, can have friends over to visit, do not need to 'get up' to prepare to get to their workplace. These non-monetary benefits cannot be underestimated and in fact will be a contributing factor as to why people choose to work in these arrangements.** A traditional employment arrangement will not necessarily allow for this flexibility.

It is our view that the broad assumption used to promote the proposed changes i.e. that all arrangements outside the "protection" of industrial relations legislation must be, by definition, exploitative is misleading as it neither recognises nor represents the typical household arrangements that currently operate in WA under the private & domestic exclusion and have done so for over 30 years.

In the area of supporting families and people with disabilities to live and be supported in their own home, some examples drawn from real-life will underscore the points made in the preceding narrative.

**Melanie**

Melanie is 37 years old and lives independently in her own home. Melanie engages support through a co-resident approach through which Melanie has someone without a disability live with her who is able provide the necessary support she requires. The co-residents spend three days per week with her on a 24-hour basis each day through a private & domestic contract. This contract provides the mechanism for Melanie's support people to receive appropriate remuneration. In addition, and significantly, Melanie's support people live with her free of charge, enjoy meals, spend a significant proportion of their time providing passive support rather than active support, have access to technology support i.e. internet, can have friends over to visit, do not need to 'get up' to prepare to get to their workplace. These non-monetary benefits cannot be underestimated and in fact will be a contributing factor as to why people choose to work in these arrangements. Melanie is in control of choosing her supports and decides who joins the team and who leaves the team. Melanie thinks her current three co-residents are exceptional, and the quality of support provided is of the highest level. Melanie cannot be left unattended and requires constant supports to live independently in her own home. This is primarily due to complex disabilities including anxiety, mental health issues, intellectual disability, autism, personality and entrenched behaviours from past life events and trauma. In addition to mental health supports, Melanie requires extensive supports with all practical aspects of independent living and personal care. Melanie lives in her long-standing family home where she lived with her mother and father for 40 years or so. When her mother went in to aged care four years ago (and has since passed away). Melanie has been supported to continue living in her family home by co-resident supports. She has a bequeathed protected right to reside in the family home. She has full choice and control over all aspects of her life, living with dignity and self-determination. She could never consider leaving this home and would not be able to live with other people with disabilities in a congregate living arrangement as this would exacerbate her behaviours to a point where there would be serious concerns for everyone's personal safety – her own, the other residents and the support workers. The co-resident approach not only maintains independence, choice and control, community participation and connections but it actively encourages and promotes great outcomes along the way. Should this model of support and the current contract flexibility afforded by the current IR Act definition of employee and, more importantly, its exclusions, no longer be available to Melanie, it would not be possible to support her to live in her own home due to the increased costs and lack of flexibility under the IR/MCE industrial environment. She would also lose the choice and control of the people providing the supports. The option of small or large group living arrangements would not work for Melanie on many levels and neither would it be sustainable for the other residents. Melanie's behaviours can be very extreme and challenging at times. The only other possible alternative would be an early entry to a local age care facility however her behaviours would compromise this arrangement and at 47 years old this would be highly inappropriate. Melanie has two sisters in Albany, a Public Guardian and a Public Trustee. All are very happy with Melanie's current support model and most importantly so is Melanie. Any alternative to this, shared living, group living, or larger facility living would have disastrous consequences to every aspect of her life and being.

**BENEFITS TO HOMEOWNERS**

A further area of concern with the proposed changes to the Act is that it emphasises only the protection of the rights of workers and steers clear of any recognition of the other key party to the working relationship, namely the homeowner who engages the domestic worker.

**a. Choice and Control**

Under private & domestic arrangements the homeowner is invested with a genuine level of choice and control that is absent in the alternatives. Simply put, it provides

choice and control of who comes into their home, how care is provided to them or their loved ones and, ultimately provides them with the power to terminate the working arrangement (under the terms of the agreement) should the relationship not prove successful. If the private & domestic exclusion is removed, the only alternative left for that homeowner is via the services of an agency where all employment control is vested in the service provider who then determines who comes to the person's home to provide services (employees of the agency), the level of training and supervision required (as deemed by the agency) and has the final say in who gets to stay providing the services (whether the homeowner likes it or not). Clearly such a vision speaks to the paucity of choice and control that would result in a future where the private & domestic exclusion is removed. Such a legislative change would also put it at odds with the goals of the National Disability Insurance Scheme, a specific focus of which is to promote independence as articulated under its first Service Commitment to

*“Provide people with choice and control to access the most appropriate supports and services.”*

#### **Heather**

Prior to moving to My Place, Heather who lives in a Great Southern Regional town was supported by another disability support organisation under a fully managed arrangement i.e. the organisation managed all aspects of the arrangement. Heather lived in her own home but had no choice over which people came through the door to support her, and Heather requires 24-hour support with all aspects of her life. Heather wasn't happy; her physical health and mental well-being deteriorated to such an extent that Lucy (sister and guardian), relocated from Perth to find an alternative support provider and arrangement for Heather. When Heather came to Shared Management with My Place she finally got to choose the people who came into her life. The flexibility of Shared Management and the personal & domestic contracts means Lucy is able to attract good people through generous wages and Heather gets to say who becomes part of her team. The word “Team” is used regularly in discussions with Lucy and Heather's supports, and this could only be achieved under the Shared Management approach. Last year, Heather spent a weekend in Denmark with all of her team, to build that sense of cohesion and comradery. Once a week, they all have an evening meal together at Heather's place. Heather's needs have recently changed; she now requires more support during the night. Because current private & domestic contracting arrangements are so flexible, Lucy is able to increase people's wages in acknowledgement of changing circumstances and redirect funding and supports as Heather's needs change. Similarly, she is able to afford to send the team to training opportunities that are relevant to Heather's needs and their own development. Lucy has engaged a Team Leader who in addition to providing direct supports also assists in co-ordinating supports. Lucy is able to remunerate this Team Leader generously and above Award rates for her role. The family has also engaged an Arts Mentor who is assisting Heather to take her art to the next level through exploring opportunities to exhibit and sell. Under a private & domestic arrangement, Heather's world has opened up. She shares a meal with her housemates every evening, and through the simple art of conversation, her vocabulary and communication has increased tenfold. The huge changes in Heather are testament to how invaluable it is when Heather, and the family who love her, have autonomy and can choose the people who become part of her life.

#### **b. Flexibility**

The flexibility of the current support arrangements under the private & domestic exclusion means that the delivery of services and supports required to meet the needs of the person can be calibrated to an infinite degree. If the exclusion were to be removed and the working arrangements were determined instead through the IR/MCE

Act, or perhaps even an Award (SCHCDS Award 2010) should Western Australia eventually cede to a national industrial relations system in the future, then the flexibility to meet the specific and unique needs of that person will be eroded by the overriding requirement for the work to be defined, not by the person seeking services in their home, but by an Award or set of Minimum Conditions.

Some examples of this highly nuanced approach that is available under the current private & domestic exclusion are given below. At their heart is the over-riding desire to fit the service to the needs of the person with a disability, not the other way around. In these examples, the approach outlined would not be possible under the current MCE or Modern Award where the prevailing requirements of these industrial mechanisms would make the service either financially unviable or else plain illegal.

Some may draw a conclusion that such arrangements are exploitative simply because they do not fit neatly within prevailing industrial relations legislation. But it must be remembered that at the basis of all private & domestic relations is that they are individual contracts between two parties who mutually agree this to be a beneficial arrangement. The domestic worker has the option of seeking employment through specialised agencies and service providers if they seek to have their work regulated by an industrial relations mechanism, the choice is there and available. A scenario where both approaches can exist side-by-side can hardly be viewed as exploitative but more as a reflection of a flexible, adaptive and contemporary labour market that seeks to fit the needs of all.

#### **Russell**

Russell is 64 years old and lives in his own home in Fremantle. During his working life Russell was an engineer and self-employed business man. Some ten years ago Russell was diagnosed with Cerebellar Ataxia, which is a serious degenerative neurological condition. Over this time Russell's mobility, speech and physical abilities have progressively declined which now require daily supports to enable him to remain living at home. Russell, with the help of his family manage his support arrangements which enable him to employ people under a private & domestic arrangement to provide the support he needs at the times he requires both at home and in the community. Having the control, choice and flexibility to select the people he prefers to support him, as well as, the ability to tailor these supports around his needs, enables Russell to continue to live the life of his choosing in his own home and community. The alternative of agency support would not suit Russell. Typically, agency staffing and scheduling systems would result in Russell not necessarily knowing who was attending him each day and when they might be available, this would not work for Russell as he requires consistency, routine and predictability around his daily routines and support needs. Russell engages in regular community activities e.g. gym, going to the barber, therapy, appointments etc. Russell also has children and a grandchild who like to visit and take him out, so having control around his support arrangements enables him to schedule his supports to suit his social, community and family life. Russell, his family and supporters have been managing and supporting his arrangements together with My Place for six years. The proposed changes to the Industrial Relations Act would make it impossible for Russell and his family to continue to employ people directly under a private & domestic arrangement. The alternative of institutional care is not an option for Russell, or his family, are prepared to consider. The flexibility and safeguards afforded in the current arrangements are critical for Russell to maintain living in his own home.

### **c. Fit for Purpose**

The current private & domestic arrangement is the ideal fit where the family home is also the workplace. An area of significant concern with the proposed changes is that it proposes the very real possibility that the sanctity of the private home will be laid bare to intrusive or 'fishing expedition' visits by trade union representatives or workplace inspectors on the premise of investigating potential breaches of industrial law.

It is stated in the Ministerial Review paper that "*Concerns about trade unions and inspectors entering into domestic homes can be managed. The issue is managed in the Federal jurisdiction and hence all other States of Australia*" (Ref 5.5(d) 821(g)).

It is concerning that, the current WA Industrial Relations Act contains *no* provision at all preventing an inspector from entering premises, or a part thereof, that are used for residential purposes (IR Act s 98(1)). The sweeping industrial powers thus afforded trade union representatives and workplace inspectors of right of entry into a private home in WA are highly problematic.

It is not enough for the Ministerial Review to assert that this is managed 'elsewhere' and leave the issue unaddressed. Moreover, how this is managed 'elsewhere' is not explicitly explained in the interim review.

On an independent investigation into the operation of rights of entry in the equivalent Federal jurisdiction of the Fair Work Act (2009), it was found that the Fair Work Act *expressly prohibits* a permit holder to enter any part of a premise that is used mainly for residential purposes (section 493). Moreover, this prohibition applies equally to both where the permit holder intends to investigate a suspected contravention of the Act but also to where the principal intention is to hold discussions with employees.

Further, sections 486 and 503 makes it an offence for that permit holder to remain on the premises, or exercise any other right, pursuant to investigating suspected contraventions or to hold discussions if he or she contravenes Subdivision A (of which section 493 is included) in exercising that right.

Far from enabling the right of entry into private homes, the Federal jurisdiction (and by referral to all States other than WA), in fact, prohibits that right of entry into private residences under industrial relations law.

A copy of the advice received from the Fair Work Commission on this matter has been appended. **(ADDENDUM A)**

So, if WA seeks to be in line with Federal jurisdiction and the rest of Australia in its management of right of entry into private homes, it should, in fact, be prohibiting and removing that right from workplace inspectors and trade union representatives.

A second area of concern is that should the exclusion be removed and the current private & domestic arrangements be instead regulated by the IR/MCE Act there would an increased administrative burden on the homeowner to deal with a range of additional compliance matters not currently required. This includes minimum wage requirements, leave entitlements, reasonable hours of work, public holidays and

record-keeping requirements including the holding of records for a minimum of seven years as well as the arrangements being subject to Unfair Dismissal provisions.

With many of these arrangements being struck, maybe for just a few hours of support of week, by people unfamiliar within the sophisticated employment practices required, the consequences of the proposed changes are disproportionate to the nature of the private & domestic setting. The result is a real and unfair disadvantage placed on the homeowner. To suggest the establishment of a Helpline for householders to assist them with their responsibilities (Ref 5.5(d) 822) as proposed in the Review document skirts the issue and devalues the complexity of skills and training that a householder would need to maintain their currency of knowledge and satisfy their on-going responsibilities under law.

## **PRIVATE & DOMESTIC AGREEMENTS**

To suggest, as it has been, that work offered and delivered under a private & domestic agreement is unregulated is erroneous. A closer look at an example of such an agreement will be instructive (**ADDENDUM B**).

My Place has developed a comprehensive written contract which sets out in clear terms all the conditions specific to the job in detail including a duty statement, hours/days of work, rates of pay, leave arrangements etc. This comprehensive written contract was prepared by Jackson McDonald and Capital Legal reputable legal firms both who have significant experience in employment law.

In addition to documenting the specific details of the job role, the agreement further articulates the various benefits afforded any domestic worker as a result of the varying definitions of “worker” under a number of State and Federal Acts. These over-arching benefits include Notice of Termination, Unpaid Parental Leave, Long Service Leave and Workers’ Compensation and Injury Management.

Given the comprehensive and detailed nature of the agreement, My Place would argue it would seem unnecessary to regulate what is already a fair, clear and transparent working agreement that is entered into by both parties with full knowledge and understanding of the terms and conditions. Should the homeowner fail to meet their obligations, the domestic worker has recourse under several avenues including the court system for contractual matters and the Equal Opportunity Act (WA) 1984 for unlawful discrimination. An example of the current Private and Domestic Agreement, along with supporting documents, was presented to the secretariat at a hearing involving WA’s Individualised Services on 17 April 2018.

## SUMMARY

1. The removal of the private & domestic exclusion under the IR Act (WA) to deem all arrangements as that of employer-employee not only poses a number of detrimental ramifications but is based on assumptions about those arrangements that are both misleadingly broad and unrepresentative.
2. Adopting a “One Size Fits All” approach to regulate one area of the labour market (the ‘gig’ economy) will be at the expense of another, which is operating effectively in a small but vital area to support people with disability and their families in their own homes under private & domestic arrangements.
3. The current private & domestic arrangement is ideal where the family home is also the workplace. One of the main concerns with the proposed changes is that it lays open the very real possibility that the sanctity of the private home will be laid bare to intrusive visits by trade union representatives or workplace inspectors investigating potential breaches of industrial law or seeking meetings with employees.
4. The removal of the private & domestic exclusion from the IR Act and the regulation of employment to fall under the IR/MCE Act would add an unreasonable administrative burden on the homeowner to deal with a range of additional compliance matters not currently required under a private & domestic arrangement.
5. The result of homeowners being able to engage domestic workers directly to work in under the current exclusion provides a significant number of benefits to *both* parties, monetary and non-monetary, thus promoting the sustainability and success of these working relationships.

## RECOMMENDATION

**It is the recommendation of this submission by My Place Foundation (Inc.) that the current definition within the Industrial Relations Act (WA) 1979 where a person who is engaged in domestic service in a private home be excluded from the definition of “employee” remains.**



## ADDENDUM A

### Advice from Fair Work Commission on Rights of Entry provisions in the Fair Work Act (2009)

Good morning Cate,

I refer to your query below and to our conversation on 24 April 2018.

I confirm my earlier advice that section 493 of the Fair Work Act 2009 (Cth) (the Act) appears relevant.

It states:

*“The permit holder must not enter any part of premises that is used mainly for residential purposes.”*

Section 12 of the Act defines *premises* as “includes:

*(a) any land, building, structure, mine, mine working, aircraft, ship, vessel, vehicle or place; and*

*(b) a part of premises (including premises referred to in paragraph (a))”.*

Section 493 appears to apply both where the permit holder intends to enter to investigate suspected contraventions of the Act and fair work instruments (including the special provision in relation to TCF award workers) or to hold discussions with employees

Please also note sections 486 and 503 of the Act, which state respectively:

*“Subdivisions A (Entry to investigate suspected contravention), AA (Entry to investigate suspected contravention relating to TCF award workers) and B (Entry to hold discussions) do not authorise a permit holder to enter or remain on premises, or exercise any other right, if he or she contravenes this Subdivision (in which, among other things section 493 appears), or regulations prescribed under section 521 (none presently made), in exercising that right;”*

and

*“(1) A person must not take action:*

*(a) with the intention of giving the impression; or*

*(b) reckless as to whether the impression is given;*

*that the doing of a thing is authorised by this Part if it is not so authorised.*

*Note: This subsection is a civil remedy provision (see Part 4-1).*

*(2) Subsection (1) does not apply if the person reasonably believes that the doing of the thing is authorised.”*

Should you find yourself in dispute with the permit holder or their organisation about the proper application of the right of entry provisions in the Act, you may apply to the Fair Work Commission to resolve the dispute – see section 505 of the Act.

If you believe that a permit holder has contravened the Act, the Fair Work Ombudsman may be able to assist.

Finally, for the relationship of the Act's right of entry provisions and Western Australian OH&S law you will need to speak to the relevant State government agency. I note however, sections 494 – 504 of the Act.

I trust this information is of assistance.

Regards,

**MARK ELLIOTT**  
Registered Organisations Section

**Fair Work Commission**  
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**From:** DELO, Angela  
**Sent:** Thursday, 19 April 2018 3:30 PM  
**To:** ELLIOTT, Mark  
**Subject:** Query received on Helpline [WA enquiry] [SEC=UNCLASSIFIED]

Hi Mark

Kate Lewis (sorry I didn't get where she was from) has telephoned to ask about Right of Entry by a trade union into a private residence. As in a carer that is employed by the person, or person's family, that they are caring for.

Are you able to ring her? Kate's telephone number is 0438 395 323.

Cheers Angie

Angie Delo  
Registry Team Member, Northern Territory  
Fair Work Commission  
Tel: 08 8995 9661 Fax: 08 8936 2820

Level 10, NT House, 22 Mitchell Street, Darwin NT 0800  
GPO Box 969, Darwin NT 0801

[www.fwc.gov.au](http://www.fwc.gov.au)

## ADDENDUM B

### SM CONTRACT FOR PRIVATE AND DOMESTIC SUPPORT

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(Name of Support Person)

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(Address)

#### Terms of Engagement

I, \_\_\_\_\_, am pleased to engage you as one of my support people on the terms and conditions set out below. Upon acceptance of this offer, this letter will record the terms and conditions of your engagement from the date of your acceptance.

#### 1. Probation

- (a) You will/will not (***cross out whichever is non-applicable***) be engaged on a probationary period of three months.
- (b) During this period, I will assess your performance and conduct to determine your suitability.
- (c) Prior to the conclusion of the probationary period I will advise you whether or not your engagement is to continue on a permanent basis.
- (d) In the event that you or I wish to terminate the contract during the probationary period, we must provide the other party with at least one week's notice, or payment in lieu of notice.

#### 2. Support Responsibilities

You are engaged to provide support to the following person/s:

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who live/s at

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#### 3. Duties

- (a) You are required to provide private and domestic support and perform the specific duties as set out in the attached document, and other related duties that I request from you from time to time.
- (b) Your duties may change during the course of your engagement. Any changes will be discussed with you before implementation.
- (c) You must perform your duties faithfully and diligently using all of your skill and competence.
- (d) You must inform me immediately if your circumstances change in any way that prevents you from performing all of your required duties. For example, changes to your medical fitness or where you no longer hold the necessary qualifications as set out in clause 4.

#### 4. Qualifications

- (a) You are required to have and to maintain the following (***cross out if non-applicable***):
  - (i) Current police clearance that is less than a year old at the time of your engagement and renewed every five years thereafter;
  - (ii) current working with children clearance;
  - (iii) current first aid certificate;
  - (iv) suitable manual handling qualification;
  - (v) successful completion of the My Place internal training program;

(vi) \_\_\_\_\_

- (b) Your continuing engagement is conditional upon you maintaining the above qualifications and a failure to maintain these qualifications may result in the instant termination of your engagement.
- (c) If at any time you are charged with or convicted of a criminal offence, or no longer have all the qualifications in paragraph (a), you must inform me immediately.

**5. Hours of Work**

You are required to work the following hours, plus any reasonable additional hours from time to time:

a) \_\_\_\_\_  
\_\_\_\_\_

**OR (cross out whichever is non-applicable)**

- b) You are required to work approximately \_\_\_\_\_ hours per week, the times of which are to be agreed one week in advance plus any reasonable additional hours from time to time.

**6. Remuneration**

- (a) Remuneration arrangements

- (i) Hourly Wages

You will be paid at the rate of \$\_\_\_\_\_ per hour for hours worked between Monday to Friday and \$\_\_\_\_\_ per hour for hours worked on weekends and public holidays. You will be paid to the nearest half hour. You may be asked to sleep over on occasions and, if you agree, you will be paid at the rate of \$\_\_\_\_\_ per sleep-over between the hours of \_\_\_\_\_ and \_\_\_\_\_.

**OR (cross out whichever is non-applicable)**

- (ii) Salary

You will be paid a salary of \$\_\_\_\_\_ per fortnight in compensation for your usual hours of work and reasonable additional hours. You will be required to live at the place of work the following times:

\_\_\_\_\_

\_\_\_\_\_ and required to contribute \$\_\_\_\_\_ towards your meals and other living expenses.

- (b) Payment for additional hours of work

- (i) If you are paid an hourly wage, you will be paid the applicable hourly rate for every hour worked.

- (ii) If you are paid a salary, you will be paid a rate that is commensurate with your salary where you are required to work additional hours beyond your usual hours of work and reasonable additional hours.
- (c) Payment of wages or salary
  - (i) PAYG taxation will be deducted from your earnings and paid to the Australian Taxation Office as required by law.
  - (ii) Your net pay will be paid fortnightly (in arrears) by direct credit into your nominated bank account in Australia.
- (d) I will make superannuation contributions for you at the minimum rate prescribed by the *Superannuation Guarantee (Administration) Act 1992* (Cth), which contributions will be paid into a superannuation fund nominated by you or, if you prefer, by me. For clarity, the remuneration referred to in paragraph 6(a) is exclusive of superannuation.

**7. My Place**

- (a) At my discretion, a My Place representative may from time to time (with or without prior notice) visit your place of work to ensure that you are adequately fulfilling your duties.
- (b) You must make yourself available and fully co-operate with any My Place representative during their visit to your place of work.

**8. Unpaid Leave**

- (a) You are not entitled to paid annual leave, long service leave, paid personal/carer's leave or paid compassionate leave.
- (b) If you require time off from your usual duties, you can request unpaid leave. If you require unpaid leave, you must notify me as soon as possible so I can determine whether I can make acceptable alternative arrangements. The decision as to whether I grant you unpaid leave remains at my discretion.

**9. Unpaid Parental Leave**

- (a) After completion of 12 months' continuous service with me, you will be entitled to 12 months of unpaid parental leave, in accordance with the provisions of the National Employment Standards set out in the *Fair Work Act 2009*, if the leave is associated with:
  - (i) the birth of a child, being a child who is born to you or your spouse or de facto partner; or
  - (ii) the placement of a child with you for adoption.
- (b) You may request an extension of parental leave for a further period of up to 12 months immediately following the end of your initial parental leave, in accordance with the National Employment Standards.

**10. Confidential Information/Privacy**

- (a) During the course of your work you may become aware of, or come into possession of, confidential or private information about me.
- (b) By accepting this contract, you agree to maintain the confidentiality of this information and not divulge it to any person, at any time, without my consent unless it is necessary for the purpose of carrying out your duties or required by law.

**11. Termination**

- (a) After the completion of any probationary period, your engagement may be terminated by either you or I on giving the following notice, or payment or forfeiture in lieu of notice:

<b>Period of continuous service</b>	<b>Amount of notice</b>
Not more than one year	1 week
More than one year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

- (b) If at the time of termination of your employment you are 45 years of age and have completed at least two years of continuous service with me, you are entitled to an additional one week's notice of termination (in addition to the amounts set out above).
- (c) During the notice period I may, at my sole discretion, require you to work the whole or part of the notice period or provide you with payment in lieu of the whole or part of the notice period that you did not work.
- (d) I reserve the right to summarily terminate this contract if you commit any act that would be considered to be serious misconduct.

**AGREEMENT**

Your engagement commences on \_\_\_\_\_ (Date)

Please confirm your acceptance of this offer by signing both copies of this contract and returning one copy to me.

Signed: \_\_\_\_\_ (Employer)

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

Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

**SUPPORT PERSON'S ACCEPTANCE**

I have read, understand and accept the terms set out in this contract.

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

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