

# Casual Employee



# Private and Domestic Employment Agreement Template (WA only)

## How to Use this Template

This template is for use, in Western Australia, by people and families who are privately employing their own support workers. The template has been drafted, for WAI S, in conjunction with Capital Legal, who specialise in employment law.

This is an employment agreement, and is not to be used for support workers who are deemed independent contractors. This template is for use with casual employees. Please see WAI S' other template (Private and Domestic Employment Agreement Template, Full Time/Part Time employee) if you are employing a part time or full time employee.

Please use this template, in conjunction with WAI S Engaging your Own Supports legal information booklet (available at WAI S). The booklet will, among other things, provide an overview of Industrial Relations considerations that will influence the contents of this Agreement.

Please note:

- Areas of the Agreement that are left for you to select the most appropriate option, given your circumstances, are printed in **orange**.
- Clauses 9, Superannuation; and 10, Leave entitlements, may vary depending on the status of your employee.

For any further information, or support in using this template, please contact WAI S.

[WAI S website: www.waindividualisedservices.org.au](http://www.waindividualisedservices.org.au).

# Private and Domestic Employment Agreement



**Between**

**[Insert Employer's Name]**

("the Employer")

and

**[Insert Domestic Support Worker's Name]**  
Support Worker")

("the Domestic

[Name]

[Address Line 1]

[Address Line 2]

[Date]

Dear [Name]



## Private and Domestic Employment Agreement

I am pleased to offer you the position of, [Name of Position] (“the Domestic Support Worker”), subject to the terms and conditions outlined within this Private and Domestic Employment Agreement (“Agreement”). Should you wish to accept the terms of this Agreement, please return a signed copy of this Agreement to [Name of Employer] (“the Employer”) by [Date].

## Terms and Conditions of Employment

<b>1) Position Title</b>	a) You will be engaged in the position of [insert position title] b) You will report directly to [Name of Employer]
<b>2) Commencement Date</b>	a) Your employment with [Name of Employer] will commence on [Date] OR b) Your employment with [Name of Employer] commenced on [Date]
<b>3) Employment Status</b>	a) Under this Agreement, you are engaged on a casual basis, as explained below. <b>Casual basis</b> b) You are engaged on an hourly contract of service, who in lieu of paid leave entitlements, notice of termination and redundancy benefits, and public holidays not worked, receives a 20% percent casual loading. c) You are not guaranteed on-going work, and work irregular hours, as directed by the Employer.
<b>4) Conditions of Employment</b>	a) This offer is contingent on the provision of a current National Police Certificate ( <b>and Working with Children Card</b> ). Your employment and this offer will automatically expire if you fail to produce all the requested relevant documentation by the commencement date specified at Clause 2. b) The conditions of your employment are those contained in this offer.
<b>5) Location of Work</b>	a) Your primary place of work is [Insert location of work] and as reasonably directed by [Name of Employer]



<p><b>6) Duties</b></p>	<p>a) Your duties are as reasonably directed by <b>[Name of Employer]</b> and those within your skills and competency. You must:</p> <ul style="list-style-type: none"> <li>i perform your duties to the best of your ability and knowledge;</li> <li>ii act in <b>[Name of Employer]</b> best interests;</li> <li>iii comply with all lawful and reasonable directions of <b>[Name of Employer]</b>; and</li> <li>iv comply with all laws applicable to your position and the duties assigned to you which include undertaking relevant training as required.</li> </ul>
<p><b>7) Remuneration</b></p>	<p>a) Your remuneration covers payment for all hours worked. Superannuation, if paid, is paid in addition to your base rate of pay.</p> <p>b) Your rate of pay for all hours worked is <b>[Insert hourly rate]</b> per hour. This includes a 20% loading.</p> <p>c) Your wages will be paid into your nominated bank account on a <b>[weekly/fortnightly]</b> basis in arrears.</p>
<p><b>8) Hours of Work</b></p>	<p>Your hours of work will be as directed by <b>[Name of Employer]</b></p>
<p><b>9) Superannuation</b></p> <p><b>Please see WAI S Engaging Your Own Supports legal information booklet for further information to assess if your employee is entitled to superannuation or not.</b></p>	<p>a) Superannuation contributions will be paid in accordance with the <i>Superannuation Guarantee (Administration) Act 1992</i> to a superannuation fund of your choice, if you are eligible. If you do not advise us of a superannuation fund within 60 days, <b>[Name of Employer]</b> will commence contributions into a default fund, which is with <b>[default fund name]</b></p> <p>b) Absences from work:</p> <ul style="list-style-type: none"> <li>i <b>Unpaid Leave</b> – Contributions will not continue when you are absent from work without pay;</li> <li>ii <b>Work related injury or illness</b> – Contributions will continue when you are absent from work due to a work related injury or work related illness and receiving workers compensation payments or you are receiving regular payments directly from the Employer.</li> </ul>



## 10) Leave entitlements

**(If your Domestic Support Worker falls under the exception contained in Industrial Relations Act 1979 (WA) s7(f), you may consider what conditions of employment you wish to offer that are deemed “fair and reasonable”. The leave entitlements outlined in this template are what is in the Minimum Conditions of Employment Act)**

**Please see WaiS Engaging Your Own Supports legal information booklet for further information.**

Eligible Domestic Support Workers will be entitled to leave as prescribed by the Minimum Conditions of Employment Act 1993 (WA):

- a) **Unpaid Personal/Carer’s Leave** – You are entitled to two (2) days unpaid personal/carer’s leave for each occasion a member of your immediate family or a member of your household requires care or support. You may be required to provide satisfactory evidence in order for unpaid personal/carer’s leave to be approved.
- b) **Compassionate Leave** – You will be entitled to two (2) days paid compassionate leave per occasion for the purpose of spending time with a member of your immediate family or a member of your household who:
  - i contracts or develops a personal illness that poses a serious threat to his or her life; or
  - ii sustains a personal injury that poses a serious threat to his or her life; or
  - iii after the death of a member of your immediate family or member of your household.

You may be required to provide satisfactory evidence in order for paid compassionate leave to be approved.

- c) **Parental Leave** – You are entitled to unpaid parental leave following the birth or adoption of a child, if you have worked regularly for **[Name of Employer]** for a sequence of periods totalling at least 12 months and expect to continue working for **[Name of Employer]** if you had not been expecting a child.
- d) **Long Service Leave** - You will be entitled to Long Service Leave, pro rata, as prescribed by the MCE and the Long Service Leave Act 1958 (WA).

## 11) Termination

- a) Your employment may be terminated by either party at any time, without notice.

If your employment is terminated either by you or **[Name of Employer]**, you must promptly return all property belonging to **[Name of Employer]** in your possession, including any keys, mobile phones, laptop computers, confidential information, reports, plans, manuals, records, accounts, correspondence, copies of offers or any papers or other documents or property belonging to **[Name of Employer]** which may come into your possession in the course of your employment, whether or not originally supplied to you by **[Name of Employer]**.



<p><b>12) Anti-discrimination and Harassment</b></p> <p><b>OPTIONAL – include only if you wish, as an additional safeguard.</b></p>	<p>a) <b>[Name of Employer]</b> values individual differences and recognises people have different abilities and there are no stereotyped assumptions about characteristics such as gender, race, religion, marital status, colour, impediment, political persuasions, sexual preference or age. If you experience any concerns in this regard you should notify the Employer immediately.</p> <p>b) <b>The displaying of posters, photographs, cartoons, graffiti etc, which may cause offence to you or visitors to a site is not acceptable. [Name of Employer] reserves the right to remove anything that it considers may cause offence to others.</b></p> <p>c) <b>You should be able to work in an environment free from harassment and intimidation. Whilst at work you must not behave in a manner that harasses or intimidates other workers and behaviour of this type may result in disciplinary action, including the termination of your employment under this Agreement.</b></p>
<p><b>13) Confidentiality</b></p>	<p>a) Except where expressly authorised by <b>[Name of Employer]</b>, you shall not directly or indirectly reveal to any third party any confidential dealings, finances, transactions or affairs of <b>[Name of Employer]</b>.</p> <p>b) You shall not, unless expressly authorised by <b>[Name of Employer]</b>, use for your own benefit or gain, or that of any other person, firm or company, any confidential information belonging to <b>[Name of Employer]</b>.</p> <p>c) Any changes, innovations and ideas initiated by you in the course of your employment shall belong to <b>[Name of Employer]</b> and you shall do all such things as are necessary to completely place ownership of such matters with <b>[Name of Employer]</b>.</p> <p>d) All records, documents and other papers or electronic images, together with any copies or extracts thereof, made or acquired by you in the course of your employment must be returned to <b>[Name of Employer]</b> on demand or otherwise no later than upon the termination of your employment.</p>



	<p>e) You will not disclose information or make statements that cause injury to <b>[Name of Employer]</b> .</p> <p>f) You will not disclose to other Domestic Support Workers of <b>[Name of Employer]</b> any confidential information which they are not authorised to receive.</p> <p>Your obligations in these matters continue to apply after the termination of your employment without limits in time.</p>
<p><b>14) Deductions</b></p> <p><b>OPTIONAL – include only if you wish, as an additional safeguard.</b></p>	<p><b>a) You agree to the deduction from your remuneration (including, to the extent permitted by law, amounts payable upon termination) any amounts owed by you on any account to [Name of Employer] , including without limitation any amount of overpayment of remuneration by [Name of Employer]</b></p> <p>.</p>
<p><b>15) Governing Law and Jurisdiction</b></p>	<p>a) This Agreement will be governed by and construed in accordance with the law for the time being in force in Western Australia and the parties, by entering into this Agreement, are deemed to have submitted to the non-exclusive jurisdiction of the courts of that State.</p>

**Execution by the Parties to this Agreement**

I **[Domestic Support Worker's name]** , acknowledge that I understand and accept the terms and conditions outlined in this offer and accept my employment with **[Name of Employer]** on that basis:

**Signed:** \_\_\_\_\_ Date \_\_\_\_\_  
 Domestic Support Worker Signature

**Signed:** \_\_\_\_\_ Date \_\_\_\_\_  
 Employer Signature