

Part Time/Full Time 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, for your guidance only.

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 part time or full time employees. Please see WAI S' other template (Private and Domestic Employment Agreement Template, Casual employee) if you are employing a casual 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 11, Superannuation; and 12, Leave entitlements, may vary depending on the status of your employee.

Neither WAI S or Capital Legal assumes any responsibility for your use of the template. You acknowledge that you use this template at your own risk and hereby waive, release and discharge all and any claims, rights or causes of action against WAI S or Capital Legal, or arising out of any damage or loss of any description, which you may suffer or sustain in the course of or consequent to the use of this template.

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

Private and Domestic Employment Agreement



[Insert Employer's Name]

("the Employer")

[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

<p>1) Position Title</p>	<p>a) You will be engaged in the position of [insert position title]</p> <p>b) You will report directly to [Name of Employer]</p>
<p>2) Commencement Date</p>	<p>a) Your employment with [Name of Employer] will commence on [Date] OR</p> <p>b) Your employment with [Name of Employer] commenced on [Date]</p>
<p>3) Term of Contract</p>	<p>This contract is for a fixed term until [Date].</p>
<p>4) Employment Status</p> <p>Delete the definition not applicable to you.</p>	<p>a) Under this Agreement, you are engaged on a [Full-time/Part-time] basis, as explained below.</p> <p>Full-time basis</p> <p>b) You are engaged to work an average of 38 ordinary hours per week.</p> <p>Part-time basis</p> <p>c) You are engaged to regularly work less than 38 hours per week or 8 hours per day, and for a minimum of three consecutive hours on any day or shift.</p> <p>d) You are entitled on a pro rata basis to the equivalent pay and conditions to those of a full-time Domestic Support Worker.</p>



<p>5) Conditions of Employment</p>	<p>a) This offer is contingent on the provision of current National Police Certificate (and Working with Children Card). 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.</p> <p>b) The conditions of your employment are those contained in this offer.</p>
<p>6) Location of Work</p>	<p>a) Your primary place of work is [Insert location of work] and as reasonably directed by [Name of Employer].</p>
<p>7) Duties</p>	<p>a) Your duties are as reasonably directed by [Name of Employer] and those within your skills and competency.</p> <p>You must:</p> <ul style="list-style-type: none"> i perform your duties to the best of your ability and knowledge; ii act in [Name of Employer] best interests; iii comply with all lawful and reasonable directions of [Name of Employer]; and iv comply with all laws applicable to your position and the duties assigned to you which include undertaking relevant training as required.
<p>8) Probation</p>	<p>a) Your employment under this Agreement will be subject to a (three (3) / six (6)) month period of probation commencing on and from the date of your commencement with [Name of Employer] as specified at Clause 2. During your probationary period the following conditions apply;</p> <ul style="list-style-type: none"> i the Employer will review your performance in the position, and assess your suitability for ongoing employment; ii on or before the completion of your probationary period, the Employer will advise you as to whether you will be offered ongoing employment; and iii either you or the Employer may terminate your employment by providing one day's notice or the payment or forfeiture of payment (as the case may be) in lieu thereof, during your probationary period.



<p>9) Remuneration</p>	<p>a) Your remuneration is your salary and covers your payment for all hours worked. Superannuation, if paid, is paid in addition to your base rate of pay.</p> <p>b) Your annual salary is \$0.00 per annum [or] Your base rate of pay for all ordinary hours worked is \$0.00 per hour.</p> <p>c) Your wages will be paid into your nominated bank account on a [weekly/fortnightly basis] in arrears.</p>
<p>10) Ordinary Hours of Work</p>	<p>Your ordinary hours of work will be x hours per week.</p> <p>a) The hours of work outlined above may be varied by [Name of Employer] from time-to-time, in agreement with you.</p>
<p>11) Public Holidays</p>	<p>a) You are entitled to be absent from work on a designated public holiday and will be paid at your normal base rate of pay in accordance with your ordinary hours of work.</p>
<p>12) Superannuation</p> <p>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.</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, [Name of Employer] will commence contributions into a default fund, which is with [default fund name]</p> <p>b) Absences from work:</p> <ul style="list-style-type: none"> i Paid Leave – Contributions will continue whilst a member of a fund is absent on paid long service leave or jury service; ii Unpaid Leave – Contributions will not continue when you are absent from work without pay; iii Work related injury or illness – 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.



13) 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 WAI S Engaging Your Own Supports legal information booklet for further information.

Eligible Domestic Support Workers will be entitled to leave as prescribed by the MCE:

As a full-time employee you are entitled to the following leave on the following basis calculated on the ordinary hours you have worked as set out in this clause:

- a) **Annual Leave** – You are entitled to four (4) weeks annual leave per annum, cumulative on the following basis:
 - i Your entitlement to annual leave accrues progressively during a year of service according to your ordinary hours of work;
 - ii you must provide at least four (4) weeks’ notice of your intention to take annual leave unless an agreement is reached in writing to a lesser period of notice.
- b) **Personal/Carer’s Leave** – You are entitled to two (2) weeks paid personal/carer’s leave per annum, cumulative. You will be required to provide a medical certificate as satisfactory evidence in order for personal/carer’s leave to be approved under the following circumstances:
 - i where you are absent for 2 or more consecutive work-days; or
 - ii if you are absent from work on the work-day before or the work-day following a public holiday.
- c) **Unpaid Personal/Carer’s Leave** – In the event that your entitlement to paid personal/carer’s leave is exhausted, you will be 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.
- d) **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.



- e) **Parental Leave** – You are entitled to parental leave following the birth or adoption of a child, in accordance with the MCE.
- f) **Long Service Leave** - You will be entitled to Long Service Leave as prescribed by the MCE and the *Long Service Leave Act 1958 (WA)*.

14) Termination

- a) Your employment may be terminated by either party giving notice in accordance with the below table:

Period of Continuous Service	Weeks
Less than 1 year	1
More than 1 year but not more than 3 years	2
More than 3 years but not more than 5 years	3
More than 5 years	4

- b) **The notice periods above will be increased by one week if you are over 45 years of age and have completed two years continuous service with the Employer (OPTIONAL – this is a legal requirement under Fair Work Act (Cth), not Minimum Conditions of Employment Act (WA))**
- c) If you fail to give the required notice, any wages due to you may be forfeited to the extent that the notice given falls short of the required notice.
- d) Where agreed between you and **[Name of Employer]**, a shorter period of notice may be given without payment or the forfeiture of pay.
- e) Your employment may be terminated by **[Name of Employer]** at any time without notice if you:
 - i) refuse to comply with a lawful and reasonable direction of the Employer;
 - ii) are guilty of serious misconduct;
 - iii) breach the confidentiality provision of this Agreement; or
 - iv) breach any other material provision of this Agreement, including the provisions relating to your duties under this Agreement.



	<p>f) In this case, you will only receive a payment for any accrued but untaken eligible leave entitlements.</p> <p>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>
<p>15) Suspension</p> <p>OPTIONAL – include only if you wish, as an additional safeguard.</p>	<p>a) Where you are subject to investigation for any reason by the Employer or a recognised government agent, [Name of Employer] may suspend your employment with pay for the duration of the investigation.</p> <p>b) [Name of Employer] will not improperly exercise the right to suspend.</p>
<p>16) Abandonment of Employment</p> <p>OPTIONAL – include only if you wish, as an additional safeguard.</p>	<p>a) In the event that you are absent for more than five (5) consecutive working days without notifying [Name of Employer], you will be deemed to have abandoned your employment.</p> <p>b) [Name of Employer] will confirm the end of your employment effective from the last day of work attended.</p>



<p>17) Anti-discrimination and Harassment</p> <p>OPTIONAL – include only if you wish, as an additional safeguard.</p>	<p>a) [Name of Employer] 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) 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.</p>
	<p>c) 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.</p>

<p>18) Confidentiality</p>	<p>a) Except where expressly authorised by [[Name of Employer], you shall not directly or indirectly reveal to any third party any confidential dealings, finances, transactions or affairs of [Name of Employer].</p> <p>b) You shall not, unless expressly authorised by [Name of Employer], use for your own benefit or gain, or that of any other person, firm or company, any confidential information belonging to [Name of Employer].</p> <p>c) Any changes, innovations and ideas initiated by you in the course of your employment shall belong to [Name of Employer] and you shall do all such things as are necessary to completely place ownership of such matters with [Name of Employer].</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 [Name of Employer] 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 [Name of Employer].</p> <p>f) You will not disclose to other Domestic Support Workers of [Name of Employer] 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>19) Deductions</p> <p>OPTIONAL – include only if you wish, as an additional safeguard.</p>	<p>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].</p>
<p>20) Governing Law and Jurisdiction</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:
Domestic Support Worker Signature

Date

Signed:
Employer Signature

Date