

This is a fixed term Employment Contract for Support Work in and around the home



EMPLOYER



My name is: _____

I live at: _____

Phone: _____

Email: _____

This contract is for you to support me/to support _____
as a full-time, fixed-term support worker/part-time, fixed-term support worker.

**You start work on ____/____/____ and end work on ____/____/____
(the fixed term) under this contract.**

SUPPORT WORKER

Your name is: _____

You live at: _____

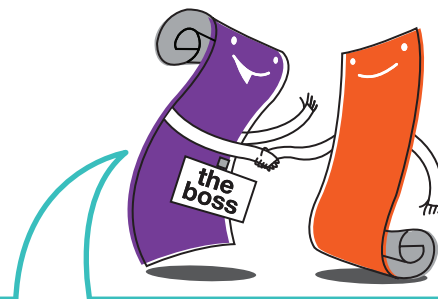
Phone: _____

Email: _____



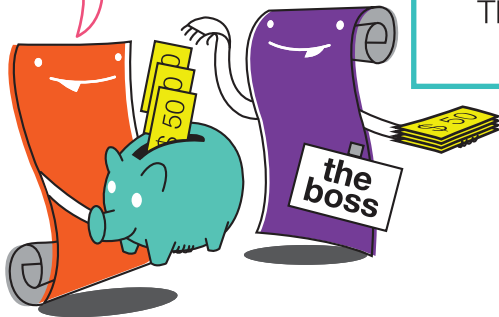
We are WAiS and we are happy to provide this sample contract to help you with your employment relationship. We are not party to or liable for any aspects of an employment relationship arising out of this sample contract. All information on the laws is correct as at May 2019. The sample contract may require some adjustment to better suit your work arrangement. You may need legal advice to assist you with this. WAiS does not provide legal advice, but we can provide you with further information if you want, like we have done in the "Additional Information" after the end of this contract template.

1: Basic Expectations



A good working relationship needs to be based on respect and having the same understanding of how you can best support me.

How much will I be paid for my job ?



You will be paid \$..... per hour for working hours per week. This will be paid into your account every week/fortnight/month.

Would you want me to work extra hours ?



Sometimes yes, I may ask you to work extra hours. But you don't have to. This is something we need to agree on.

Where will I be working ?



You may be supporting me in my home or outside my home, as I need you to.

2: Job Description & Duty

Before we sign this contract, we need to **write down** below what your job will be and how it is to be done. This Job Description, will be part of the contract. We can agree together to change this if needed at any time. So **LET'S TALK** about this and write down what I want right now and what you are happy to do. This is important because if we cannot agree, this job may not be for you.

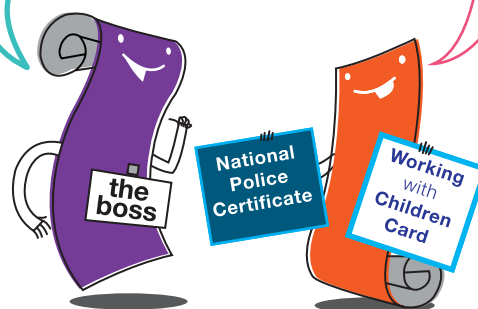


So think about: roles, responsibilities, tasks and the everyday expectations.
What will both of you be doing during your time together ?
What does the employer want to get support with ?
What jobs need to be done and how ?



Let's both remember that you are working to support me.
You also have to follow my directions - as long as they are **reasonable** and **lawful**.

I may also need to provide you with a current **National Police Certificate** and **Working with Children Card** before I start work.



3: Other Benefits

So how do I know what benefits I have to offer my employee ?



This can be complicated. An Employer could be at fault for not offering enough benefits. We have set out some of the benefits below for you to consider. These are in accordance with the current law on conditions of employment but the law can change. Please note: There may be specific exclusions for workers who provide domestic service in a private home, so check the relevant legislation.

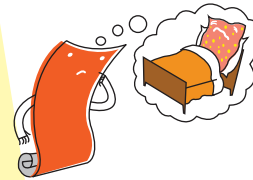


This includes (tick as required by the relevant legislation)

☐

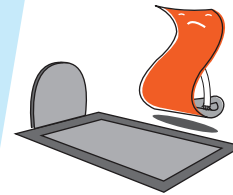
Unpaid Carer's Leave:

Note: Private and domestic workers in WA may not be entitled to Unpaid Carers Leave.

☐

Paid Compassionate Leave/Bereavement Leave:

Note: Private and domestic workers in WA may not be entitled to Paid Compassionate Leave / Bereavement Leave.

☐

Paid Long Service Leave:

Note: Private and domestic workers in WA may be entitled to Paid Long Service Leave.

☐

Unpaid Parental Leave:

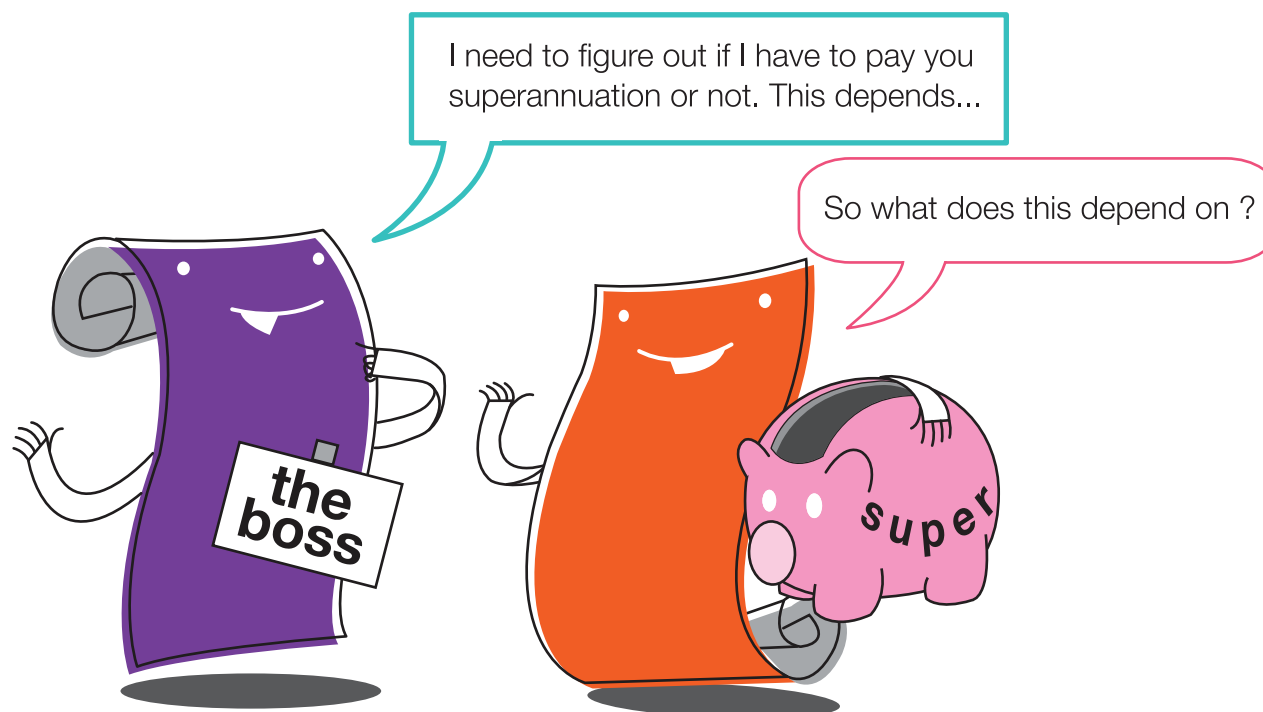
Note: Private and domestic workers in WA may be entitled to Unpaid Parental Leave.



Note : Most employment contracts will require an employer in WA to provide paid long service leave and unpaid parental leave.



4: Superannuation



Generally, if an employee earns **\$450.00 or more (before tax)** in a calendar month, the employer must pay the **Super Guarantee (SG)** on top of wages. But, if an employee is a **"private or domestic worker"** (see "Additional Information" pages), they also need to work for more than **30 hours per week** before the employer must pay the Super Guarantee.

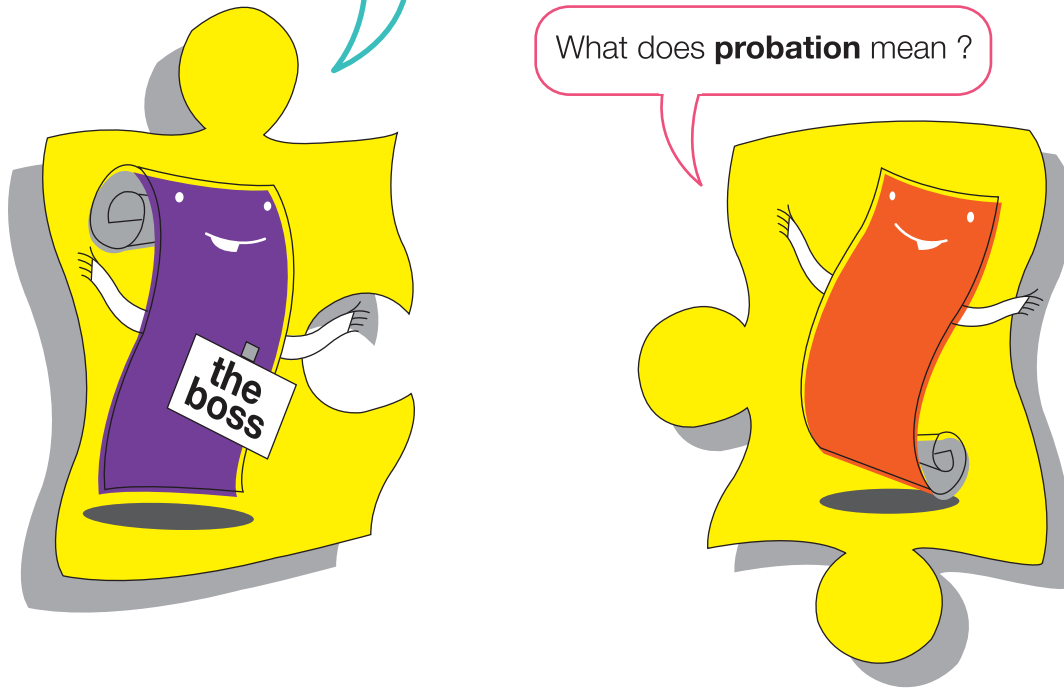


Okay. Let's talk about whether you are a **"private or domestic worker"** and whether I should pay you the Super Guarantee.

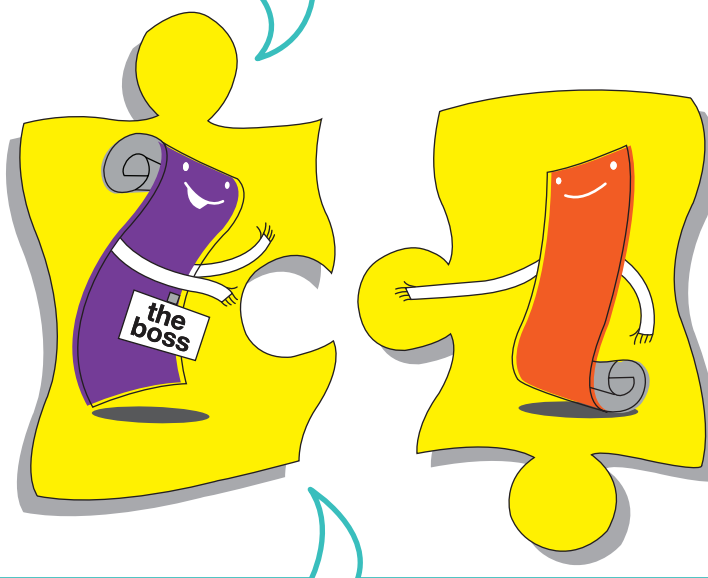


5: Probation and Extension

We both want to make sure that our employment relationship is a good fit. I can choose to include a **probation** period if the contract is for part time or full time support.



Probation is a period of time when we decide if you are the right person for the job.
During your Probation I will review your work and decide if it is going well.
Your Probation period is based on the work skills and experience you bring to this job.
We agree that your Probation period will be.....weeks.
We can both end our work relationship during the Probation period.



At the end of your probation period I decide if:
a) you will keep working for me for the fixed term of this contract.
or
b) I will extend the probation period for.....weeks
(which is the same as the first Probation period)

6: If things go wrong:

Please remember that you are both agreeing to a legally binding, fixed term contract. Either of you can terminate the contract before the end date. However, there could be legal consequences if you terminate the contract without a good reason. If you are not sure about whether your reasons are good, you can seek independent legal advice.

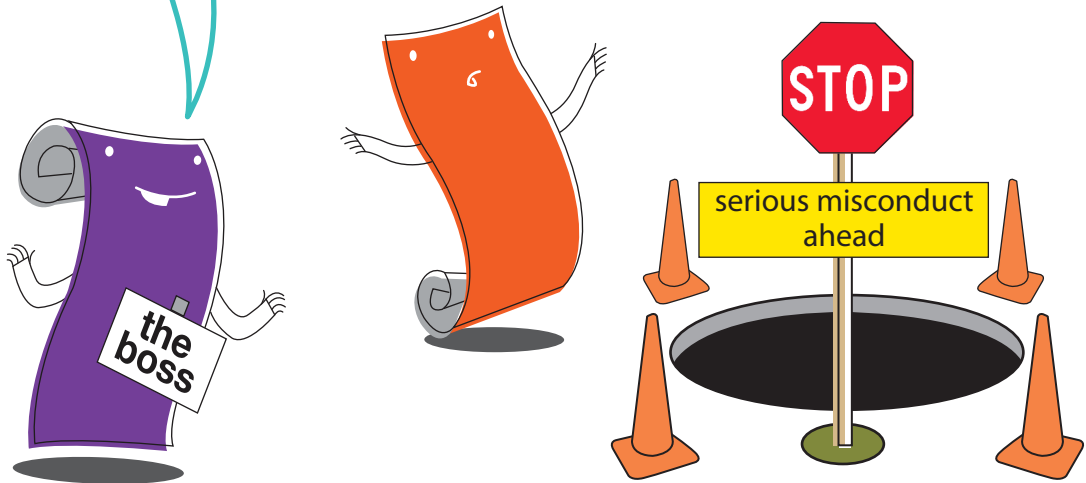


We don't have to include a period of notice in this contract but if we do, here are the minimum periods :

Period of continuous service	Minimum notice period
1 year or less	1 week
More than 1 year - 3 years	2 weeks
More than 3 years - 5 years	3 weeks
More than 5 years	4 weeks

☐ We agree to put these notice periods in this contract.

Hopefully this will never be relevant but if things go REALLY wrong, I have the right to dismiss you with no notice. This will require **“serious misconduct”** which means very bad and risky behaviour like theft, intoxication or refusal to follow an important instruction or anything which puts someone in danger.



7: Let's get started



Me too! If we have not done so already, remember we need to decide on the jobs you will do when you work for me by making a list under **“Job Description” on page 3**, before we sign the contract.

8: This is the entire agreement:

We agree that this fixed term **Employment Contract**, page 1 to page 8, contains the full and complete agreement between **you (the Support Worker) and me (the Employer).**



9: Signing the contract:

Date: / /

Employer

Please print your name here:

Please sign your name here:

Support Worker

Please print your name here:

Please sign your name here:

Congratulations. Please make sure you both, **Employer** and **Support Worker**, have a copy of this document.

