

Reform to non-compete clauses and other restraints on workers
Women's Legal Centre ACT's Response to the Competition Review Taskforce
Consultation Paper
10 September 2025

Summary of our submission

This submission builds on the submission dated 31 May 2024 in response to the Competition Review Taskforce Issues Paper made by Women's Legal Services Australia (WLSA) and involved the Women's Legal Centre (the Centre).

In that submission, WLSA outlined: *"the use of restraints is extensive and often the restraints bear no real connection to the type of work, type of employment, seniority of the worker, or industry in which the employee works...In almost all cases, no effort has been made by the employer to identify with any specificity the business interest that is intended to be protected by the clause. Instead, we see employers adopting a cookie-cutter approach and relying on standard templates"*.

This submission recommends:

- a) The ban on non-compete clauses extend beyond employees to all workers.
- b) Common contractual terms be included in the definition and Treasury should also consider claw back clauses for training expenses.
- c) The ban apply to all workers and not be limited to those classified as an employee.
- d) The ban apply to all workers regardless of their income.
- e) A civil penalty be imposed for breaches, with a maximum penalty consistent with the maximum penalty applicable for prohibition on pay secrecy terms.
- f) The principles on the application of civil penalties including fixing an appropriate value continue to be developed through common law rather than statute.
- g) There be no defences available for the ban on non-compete clauses.
- h) The Fair Work Commission be given jurisdiction to deal with the ban on non-compete clauses, however, parties should also be able to commence proceedings in the Federal Courts without being required to go through the Fair Work Commission's process first.
- i) A staged approach be taken to the commencement of the ban.
- j) Penalties not be applicable for conduct that contravenes the *Fair Work Act (FW Act)*, only because of a retrospective application of the prohibition on non-compete clauses in the FW Act.
- k) The Fair Work Ombudsman publish accessible information on the ban and how this applies to restraints within existing contracts of employment.
- l) The use of non-solicitation of clients and co-workers clauses also be restricted.
- m) Restraints are rendered invalid if the drafting includes cascading duration periods and/or geographic extents.
- n) The use of restraints on secondary employment be restricted.

Responses to selected consultation questions

1. How should a non-compete clause be defined in the Fair Work Act? Is the FTC definition appropriate for an Australian context?

We consider the US FTC definition is a helpful starting point and takes an appropriately broad approach to what constitutes a non-compete clause. We recommend Treasury

consider incorporating the words “deter” or “limit” into the definition. This is because “functions to prevent” is quite definitive language and suggests that the clause needs to only be directed at stopping future employment/engagements rather than deterring or limiting these opportunities being taken up by employees.

2. *Should any specific kinds of common contractual terms be explicitly included or excluded from this definition?*

We recommend the explicit inclusion of some common terms within the definition. We consider this will assist greater understanding of the desired effect of the legislative changes. We recommend the explicit inclusion of written or oral terms that:

- a) prohibit future employment/engagement
- b) penalise workers for future employment/engagement
- c) prevent or limit workers from seeking or accepting new work
- d) prevent or limit workers from operating a business after their employment/engagement ends.

The drafting should express that the ban includes but is not limited to the above clauses.

We recommend the ban also include any ‘work arounds’ to a ban on non-compete clauses, such as imposing excessively long notice periods on workers and restrictions on workers having multiple employers.

Treasury should also consider “claw back” arrangements for training expenses which are included in many employment contracts for low-income earners. These clauses seek to recover the training costs for mandatory training the employer directs the employee to attend. In many cases, this mandatory external training is in addition to other training and qualifications employees have obtained or are in the process of obtaining. The employer’s mandatory training is often quite expensive. These are not situations where the employee has elected to undertake further study or training. Employers include in employment contracts or separate agreements an arrangement where if the employee leaves the organisation within a stipulated period, they are required to pay the employee a percentage of the training expense. Sometimes this can extend to the full cost of the training. Some of these clauses even require repayment of the expenses where the employee’s employment is terminated for any reason, including at the initiative of the employer or through a redundancy.

These arrangements impact decisions employees make about whether to leave unsatisfactory employment to work for a competitor. Employers do seek to enforce these arrangements, often through a debt recovery agency. While these arrangements may be unlawful under various sections of the FW Act (see sections 324-327) these sections are subject to different interpretations, and we recommend prohibiting or limiting these clauses explicitly.

3. *Should the ban on non-compete clauses apply to workers who are not employees, such as independent contractors?*

The ban on non-compete clauses should extend to workers who are not classified as employees.

We note that it is increasingly common for workers to be classified as something other than an employee and this is extending to different industries such as disability and individual support services. These workers are not the typical independent contractor that the classification suggests; they are often not operating sophisticated businesses but simply have an ABN. As these workers do not earn high incomes, they should not be excluded from

the ban's coverage. We also note one of the apparent benefits of being an independent contractor is being able to work for more than one principal at a time. Permitting non-competes to operate for independent contractors contradicts this purported benefit.

Further, these workers do not have the same security of work which is provided to permanent full time or part time employees and therefore their freedom to accept other work is critical.

Unpaid volunteers, trainees and interns should also receive the benefit of the ban on non-compete clauses. These workers do not have the benefit of any compensation in exchange for having their future employment/engagement opportunities curtailed. They also lack any bargaining power as they are often exchanging their time for an opportunity to further develop their skills or build experience. Allowing non-compete clauses to operate for volunteers, trainee and interns would be exploitative.

4. *Are there any potential unintended consequences that may arise from a reliance on the high-income threshold in the Fair Work Act? If so, how could they be addressed*

We query the rationale behind only applying the ban on non-compete clauses to those employees or other workers who earn below the high-income threshold. As a general principle, unless there is a strong policy rationale to limit protections and employment entitlements to certain groups, we recommend applying a protection or entitlement to all workers. This assists in simplifying the law as much as possible and limiting the number of jurisdictional matters bodies such as the Fair Work Ombudsman, Fair Work Commission and Courts need to consider in enforcement of the protection.

There isn't a natural point at which to assess the worker's income against the high-income threshold. As Treasury's consultation paper explains if the threshold is applied at the time the contract is entered into, it may also need to be reapplied at later stages, noting an employee's pay can increase as frequently as yearly.

We understand higher income earners are in a better bargaining position, however, the difficulty an employer may encounter in enforcing a non-compete clause under the common law position is not well understood, even among this group of employees. As a result, they may assume these clauses are "*standard terms*" and legally straight forward to enforce.

We note that pay secrecy provisions apply across the board to all employees regarding of their income level and consider the same approach should be taken to this proposed reform.

5. *Would the application of the ban to all fair work instruments, as defined by the Fair Work Act, have any unintended consequences?*

We support the application of the ban to all Fair Work Instruments and note that there is already precedent for this within the FW Act. For example, section 356 of the FW Act renders a term of a workplace instrument, agreement or arrangement unenforceable to the extent that it is an objectionable term. Similarly, pay secrecy terms have no effect to the extent that they are inconsistent with the relevant provisions on pay secrecy.¹

6. *What is the appropriate penalty for breaches of the ban on non-compete clauses? Are the existing penalties in the Fair Work Act for other contraventions*

¹ *Fair Work Act 2009* (Cth) s 333C.

appropriate? Please consider the following matters in your feedback: (a) the type of penalty (b) the magnitude of the penalty, and (c) the circumstances in which the penalty should apply.

We recommend:

- A. Civil penalties are imposed for breaches of the ban on non-compete clauses.
- B. Penalties are the same magnitude as those imposed for similar contraventions of the FW Act.
- C. Existing common law principles continue to govern discretion for the imposition of penalties.

Civil penalties play an important role in encouraging employers and principals to comply with the law. We recommend penalties are imposed to breaches of the ban on non-compete clauses. Penalties can also be leveraged by the FWO, legal advocates and unions to urge employers rectify past errors and improve future compliance.

We recommend imposing a penalty of the same magnitude as the pay secrecy provisions in section 333D of the FW Act, that is:

- Maximum of 600 penalty units for a 'serious contravention' (defined term) which is subject to a legal test,² or
- Maximum of 60 penalty units for a contravention.

A party with standing can:

- apply for civil penalties where a contravention has occurred
- advocate for the Court to find a contravention is a serious one and therefore carry a higher maximum penalty.

It is ultimately up to the Court's discretion as to whether the circumstances of the contravention warrant the imposition of a civil penalty. Section 546 of the FW Act sets out limitations a Court must follow in determining the amount of a civil penalty

Principles guiding the Court's discretion include:

- the principal object of a pecuniary penalty is to put a price on contravention sufficiently high to deter repetition by the specific contravener and generally to deter others who might be tempted to contravene the FW Act.³
- penalties should not be greater than is necessary to achieve the object of deterrence and should be fixed at a level that strikes a reasonable balance between deterrence and oppressive severity.⁴

The following is a non-exhaustive list of relevant factors to the assessment of the appropriate value of a penalty as identified in the case law:⁵

- The nature and extent of the conduct which led to the breaches.
- The vulnerability of the affected workers.
- The circumstances in which that conduct took place.
- The nature and extent of any loss or damage sustained as a result of the breaches.
- Whether there had been similar previous conduct by the Respondent.

² *Fair Work Act 2009* (Cth) s 557A.

³ *Australian Building and Construction Commissioner v Construction, Forestry, Mining and Energy Union* (2017) 254 FCR 68; [2017] FCAFC 113 at 88 [98]; *Fair Work Ombudsman v Mai* [2025] FCA 421.

⁴ *Australian Building and Construction Commissioner v Pattinson* (2022) 274 CLR 450; [2022] HCA 13 at 467-8 [40]-[41]; *Fair Work Ombudsman v Mai* [2025] FCA 421.

⁵ *Mason v Harrington Corporation Pty Ltd* [2007] FMCA 7; *Basi v Namitha Nakul Pty Ltd (No 2)* [2023] FCA 671 at [30]; *Fair Work Ombudsman v Mai* [2025] FCA 421.

- Whether the breaches were properly distinct or arose out of the one course of conduct.
- The size of the business enterprise involved.
- Whether or not the breaches were deliberate.
- Whether senior management was involved in the breaches.
- Whether the party committing the breach had exhibited contrition.
- Whether the party committing the breach had taken corrective action.
- Whether the parties committing the breach had cooperated with the enforcement authorities.
- The need to ensure compliance with minimum standards by provision of an effective means for investigation and enforcement of employee entitlements.
- Any lack of compliance with the Fair Work Ombudsman.
- The need for specific and general deterrence.

Additionally, the Courts adopt steps to assess the degree to which two or more contraventions overlap, to ensure there is no double penalty imposed. Courts also conduct a final adjustment to ensure that the overall total penalty imposed is an appropriate response to the conduct of the relevant respondent.⁶

We consider it is most appropriate for the existing common law to govern the application of civil penalties. This is consistent with the drafting of the remainder of civil penalties in the FW Act.

7. *Should there be any defences available to contraventions of the ban on non-compete clauses? If so, in what circumstances?*

We see no basis for including defences in the FW Act in relation to the ban on non-compete clauses. Defences are not common in the FW Act and should only be included when there is a strong policy rationale to justify this. We do not consider the prohibition on particular clauses or arrangements in employment contracts or instruments is a situation in which the extension of a statutory defence is warranted. Defences have not been implemented for other similar prohibitions within the FW Act such as the prohibition on pay secrecy terms. As outlined above, the value of any civil penalty can be tailored to the circumstances of the breach.

8. *Which parties should be able to commence proceedings for a breach of the ban on non-compete clauses and why?*

The following parties should have standing to commence proceedings for a breach of the ban on non-compete clauses:

- a) A person affected by the contravention.
- b) A potential employer or business affected by the contravention.
- c) A union.
- d) A registered employer organisation.
- e) A Fair Work Inspector.

We recommend a potential employer or business affected by the contravention be given standing as non-compete clauses affects their capacity to recruit employees of their choosing.

⁶ *Fair Work Ombudsman v NSH North Pty Ltd (trading as New Shanghai Charlestown)* (2017) 275 IR 148; [2017] FCA 1301 at 163-4 [36].

9. What role should the Fair Work Ombudsman have in relation to the ban on non-compete clauses? Are there particular areas where employees and employers may need assistance to understand and implement any proposed ban on non-compete clauses?

Consistent with the Fair Work Ombudsman's (FWO) role as a regulator of the workplace relations system, we would expect the FWO to:

- Develop educational resources and educate the public about the changes to the law.
- Monitor compliance with the ban.
- Investigate and enforce non-compliance with the ban.

We also recommend the FWO continue to build relationships with community legal centres and the legal assistance sector so that warm referrals can be made to the regulator where affected employees are not able to pursue litigation themselves.

10. Are there any specific remedies that should be available to persons impacted by potential non-compliance with the ban? What role would the Fair Work Ombudsman have to enforce breaches of the ban, and would new compliance tools be necessary?

Affected employees should be able to seek the following remedies:

- A civil penalty be paid to them.
- Compensation for loss or damage connected to the contravention.
- Any other orders that the Court sees fit to make.

This relief is consistent with the available remedies a Court can order for other contraventions, as outlined in section 545.

Similarly, a potential employer or business affected by the contravention should be able to seek:

- A civil penalty be paid to them.
- Compensation for loss or damage connected to the contravention.
- Any other orders that the Court sees fit to make.

If potential employers or businesses who wish to hire someone restrained by an unlawful non-compete clause cannot be awarded any remedies, there would be little incentive for these businesses to seek enforcement of the prohibition.

11. Should the Fair Work Commission have a role in resolving disputes that arise from the ban on non-compete clauses?

If the Fair Work Commission is adequately resourced, we see benefit in affected employees or affected employees being able to apply to the Commission to seek that it deal with a dispute relating to the ban on non-compete clauses.

We recommend this be modelled on the Fair Work Commission's ability to deal with flexible working arrangement disputes or disputes about fixed term contracts.

The Commission should be empowered with jurisdiction to:

- a) Conduct a mediation or conciliation,
- b) Give a recommendation or opinion, and
- c) Decide the dispute by way of arbitration and impose a remedy.

We do not recommend only empowering the Commission to conduct arbitration if the parties consent. This is because in practice, employers do not consent to arbitration and force employees to file court proceedings.

Parties should also be able to commence proceedings in the Federal Circuit and Family Court of Australia or Federal Court of Australia if that is their preference. This is because the Fair Work Commission cannot order a civil penalty be paid, so parties may wish to commence in the Federal Court system and should be able to elect to commence proceedings there. We still recommend the Fair Work Commission have jurisdiction as it is more self-representative friendly.

12. Are there any exemptions to the non-compete ban that are justified on strong public policy or national interest grounds? How should any such exemptions be applied (e.g. permanent, temporary, by application etc)?

We note the reforms contemplated do not intend to interfere with statutory restrictions on post-employment conduct. We do not consider there is a strong rationale for any blanket exemptions to the non-compete ban and consider the most appropriate mechanism would be for employers who wish to implement a ban to be required to make an application. This would ensure that employers are not just referring to a test which is referred to in the legislation, but would actually be required to address the necessity of the restraint in the particular context.

We note this would require adequate resourcing of a function within an appropriate authority to assess applications. We recommend that the power to consider and determine applications is given to a body with specialist industrial expertise, such as the Fair Work Commission.

13. What transitional arrangements are required to support workers, and business compliance with the ban?

The Fair Work Ombudsman should be tasked with the development of a non-compete clause ban information sheet which should be required to be provided to the following all existing employees who have a non-compete clause in their contract, as well as all new employees of an organisation.

In particular, efforts should be made to reach small business employers who may not readily seek legal advice. Often these organisations lack dedicated human resources within the business and may only seek limited external advice. This means small businesses may continue to utilise template contracts which retain non-compete clauses. We recommend the Fair Work Ombudsman publish resources in a variety of sources and languages.

14. How should the ban apply to non-compete clauses contained in existing contracts after commencement?

We recommend a staged approach be adopted, similar to the implementation of the pay secrecy provisions.

The prohibition should apply to new employment contracts entered into after a specified date and penalties should be applicable. We recommend that the amending legislation specifies a specific date at which the prohibition will come into effect, to allow employers time to seek advice and alter existing contract templates. The prohibition should make it clear that non-

compete clauses in new employment contracts, existing contracts and varied contracts are unenforceable as at commencement of legislative amendments.

The prohibition should also require employers and principals to notify employees and other workers with an existing non-compete clause that this clause is rendered legally unenforceable as of the relevant commencement date. We recommend the Fair Work Ombudsman develop a resource to assist employers communicate this in an accessible way.

Penalties should not be imposed for the use of a non-compete clause in a contract which pre-dated the amendments to the Fair Work Act. However, if any variation or extension is made to the contract, the penalties should then apply to this contract if the non-compete clause is retained in the variation or extension. Penalties should apply to any new employment contract containing non-compete clauses. In short, penalties should not be ordered for conduct that contravenes the Act, only because of a retrospective application of the prohibition on non-compete clauses in the Act.

Non-compete clauses in a workplace instrument should have no effect and be unenforceable from a specified date. This should apply regardless of whether the instrument was made before, on, or after the date the reforms commence.

We recommend that the Fair Work Ombudsman publish more material regarding the enforceability of post-employment restraints. Many employees will not be in a position to, or not consider seeking legal advice on this issue and most assume a clause contained within a contract of employment is legal and enforceable. Regardless of legislative change, to some extent these clauses will continue to be included in contracts due to the prevalence of outdated templates being used. As a result, it is critical that plain English information on the legal status of these clauses is available to the public.

15. Should the use of client non-solicitation clauses be restricted? If so, what sorts of restrictions are appropriate (e.g. duration, type of activity, and scope of clients).

Non-solicitation clauses should be limited to three months, and only for active solicitation activity.

The Centre refers Treasury to the previous WLSA submission, specifically the table of restraint clauses included in contracts the Centre reviewed. As noted in that table, our review found that employers use client non-solicitation restraints regardless of income or seniority of the affected employee or the nature of their role and exposure to clients to be able to solicit them away from the employer's business. We found use of these restraints in all industries, for example: social, community care, hospitality, hair and beauty, early childhood education and fitness.

Non-solicitation clauses should be restricted. This is because there are existing legal principles that impose obligations on employees to protect confidential information and trade secrets. Employees also have obligations under the *Corporations Act 2001* (Cth). These are sufficient to achieve any legitimate policy intent behind non-compete clauses and other restraints.

We note and agree that in the care support sector these clauses are having the impact of denying choice of care and continuity of support for people with disabilities who rely on trusted providers. Given the prevalence of abuse, neglect and exploitation of people with a disability, prioritising choice of providers/workers in this sector is critical.

16. When, if ever, should it be legitimate for business to use co-worker non-solicitation clauses? If these clauses can be legitimate, what restrictions would be appropriate to impose on their use?

We consider that there is rarely if ever sufficient policy justification for co-worker non-solicitation clauses. We agree that businesses should not have a special interest, enforceable by courts, to protect a stable workforce. Non-solicitation of co-worker clauses also unnecessarily interferes with the rights of a co-worker who may not be subject to the same clause and should be free to end and enter employment relationships.

17. Should restraints with cascading duration periods and geographic extents be allowed?

Restraints which are not appropriately tailored to the specific interest which is sought to be protected and the employment context involved should not be allowed.

As noted in the consultation paper, cascading clauses create uncertainty for all parties involved and have a significant freezing effect on the movement of workers across employers in an industry.

For any situations where non-compete clauses or restraints are not banned, we support the adoption of invalidating an entire restraint if it includes cascading duration periods and/or geographic extents. Again, as explained there needs to be sufficient investment in education tools to make this approach clear to the community.

18. Should businesses be required to specify the legitimate interests to be protected by a restraint clause?

Businesses should be required to specify the legitimate business interest the clause is designed to protect. The Centre often reviews restraint clauses included in contracts of employment for employees who do not have access to any trade secrets and whose contracts also include non-solicitation of clients/coworkers and confidentiality clauses. In these circumstances, the business interest the clause is directed at protecting is unclear. Often template clauses are rolled out in contracts across an employer's workforce without any tailoring to the specific position the employee will be occupying, their exposure to trade secrets, confidential materials, commercially sensitive information and the necessity of a restraint considering all of these factors.

19. Should client relationships or workforce stability ever be justified for a non-compete clause of the same duration when a more targeted non-solicitation clause could apply?

Employers have other ways in which they can encourage workforce stability such as offering competitive employment conditions and demonstrating their commitment to diverse and safe workplaces. Workforce stability is not a sufficient justification for the use of a non-compete clause. Given this has now been recognised as a legitimate business interest in the common law doctrine, we recommend reform to prevent this from being a relevant justification for the use of non-solicitation clauses.

20. Are there any other considerations or potential unintended consequences if restraints on concurrent employment were to be regulated beyond the common law?

The current legal framework for dealing with work, health and safety concerns, misuse of confidential information and intellectual property is sufficient to capture circumstances in which an employee is working in a second role that would create a conflict with the first employer. The Centre supports reforms to restrict the use of restraints on concurrent employment.

We recommend Treasury also consider contractual or statutory requirements on an employee to seek their employer's permission to commence secondary employment.

For example, in the public sector there can be a specific approval required before an employee commences secondary employment. While these clauses do not necessarily impose a restraint, they do dictate that approval must be sought and obtained before secondary employment is engaged in. For example, in the ACT Public Service, the following provisions apply:

Public Sector Management Act 1994 (ACT) – section 244

Work outside the service

- (1) A public servant must have the approval of the head of service for any of the following activities, other than in the exercise of the public servant's functions:
 - c) employment;
 - c) business activities;
 - c) membership of a board or committee.
- (1) However, a public servant does not need approval to be a member or shareholder of, or hold an unpaid position in, an incorporated company, a political party or a body registered under a law of the Territory, a State or the Commonwealth.

Note State includes the Northern Territory (see Legislation Act, dict, pt 1).

Public Sector Management Standards 2016 (ACT) – section 108

Second jobs

- (5) This section applies if a public servant requires the head of service's approval for an activity under the Act, section 244 (1).

Note A public servant requires the head of service's approval for employment, business activities or membership of a board or committee other than in the exercise of the officer's functions.
- (5) The public servant must tell the head of service, in writing, about an activity as soon as practicable before the public servant plans to start the activity.
- (5) The head of service must not approve an activity if the head of service reasonably believes to do so—
 - b) would not be consistent with the public sector principles; or
 - b) would create a real or perceived conflict of interest for the public servant.
- (5) The head of service must tell the public servant if the activity has been approved, in writing, as soon as practicable.
- (5) A decision under this section is reviewable.

Instead of asking the employee to get permission, at its highest the only obligation on the employee should be to notify the first employer if they have secondary employment. The first employer can use existing legal rights to assess if that secondary employment will conflict with the employee's ability to perform their duties in the first employment. The employee should not have to seek permission to engage in other work.

According to the Australian Bureau of Statistics, in February 2025 818,900 part-time workers preferred to work more hours, with 46% preferring to work full-time.⁷ Women still

⁷ Australian Bureau of Statistics, *Underemployed workers* (29/07/2025)

<<https://www.abs.gov.au/statistics/labour/employment-and-unemployment/underemployed-workers/latest-release>>

make up a higher percentage of part-time employees and casual workers in the Australian workforce. For example, in the organisations which report their workforce data to the Workplace Gender Equality Agency Australia, 74.4 per cent of part-time workers are women and this has remained more or less consistent over the past 10 years. The gender split in the casual workforce remains similar, 56.6 per cent of the casual workforce are women, within WGEA data sets in 2022-2023.⁸ If restraints on secondary employment continue to be imposed, and often without a solid justification for their use, many workers who are available and willing to work more will be prevented from doing so. This impacts the financial stability of individuals and households across Australia.

21. If there were to be restrictions on these restraints, how should they be implemented?

Consistent with our recommendation above in relation to non-competes, restrictions on these restraints should be implemented in a staged approach.

Thank you for taking the time to consider our submission. To discuss this submission, please contact Ella Kelly, Managing Solicitor or Susan Price, Principal Solicitor, Civil Practice via admin@wlc.org.au or 02 6257 4377.

About the Women's Legal Centre ACT

The Women's Legal Centre is a specialist community legal centre. The Centre's vision is that women are safe, strong and in control of their lives. The Centre provides advice and assistance across the following practice areas: Employment, Discrimination, Sexual harassment, Migration, Family Law, Family Violence, early intervention Care and Protection work and Victims of Crime. The Centre also runs a Sexual Violence Legal Service to assist clients to navigate the criminal justice system. The Centre's purpose is to use the legal system to improve women's lives and advance gender equality.

The Centre provides legal assistance across the spectrum of need, including legal information and referral, legal advice, representation and litigation.

The Centre also provides community legal education and input on law and policy development to build government and community capacity to work towards deeper legal and cultural change to redress power imbalances and address violence and gender inequality.

Employment, Discrimination & Sexual Harassment Practice

The Centre's Employment, Discrimination and Sexual Harassment Practice aims to support women, trans and non-binary people stay connected to the paid workforce. We believe keeping our clients in safe and secure employment is crucial to their safety, financial independence, and well-being.

The practice provides free legal assistance to clients in low-paid, precarious employment or who have other vulnerabilities, who are experiencing problems at work. We help clients enforce their rights and entitlements at work, including access to parental leave and flexible work arrangements, and the right to be free from discrimination and sexual harassment at work.

⁸ Bankwest Curtin Economics Centre and Workplace Gender Equality Agency, *Gender Equity Insights 2024: The Changing Nature of Part-Time Work in Australia* (2024), 29.