

s 22(1)

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**From:** s 22(1)  
**Sent:** Thursday, 4 December 2025 8:47 AM  
**To:** s 22(1)  
**Cc:** s 22(1) s 22(1) s 22(1) s 22(1)  
**Subject:** RE: update - Review of the Closing Loopholes Acts etc [SEC=OFFICIAL:Sensitive]

Hi s 22(1)

Confirming that Susan and DEWR signed the contract for engagement yesterday afternoon (3 Dec) so Susan is on board as the reviewer.

s 22(1)

Regards  
s 22(1)

---

**From:** s 22(1) <s 22(1) dewr.gov.au>  
**Sent:** Wednesday, 3 December 2025 9:19 AM  
**To:** s 22(1) <s 22(1) dewr.gov.au>  
**Cc:** s 22(1) <s 22(1) dewr.gov.au>; s 22(1) <s 22(1) dewr.gov.au>;  
s 22(1) <s 22(1) dewr.gov.au>; s 22(1) <s 22(1) dewr.gov.au>;  
s 22(1) <s 22(1) dewr.gov.au>;  
**Subject:** RE: update - Review of the Closing Loopholes Acts etc [SEC=OFFICIAL:Sensitive]

**OFFICIAL: Sensitive**

Hi s 22(1)

s 22(1)



s 22(1)  
Director – Workplace Relations

Office of The Honourable Amanda Rishworth MP  
Minister for Employment and Workplace Relations  
M: s 22(1)  
E: s 22(1) [mo.dewr.gov.au](http://mo.dewr.gov.au)

OFFICIAL: Sensitive

---

**From:** s 22(1) <s 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Sent:** Wednesday, 3 December 2025 8:54 AM  
**To:** s 22(1) <s 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Cc:** s 22(1) <s 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; s 22(1) <s 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; s 22(1) <s 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; s 22(1) <s 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Subject:** RE: update - Review of the Closing Loopholes Acts etc [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Hi s 22(1)

s 22(1)

Are you comfortable with that

The media release would note

- Today I am appointing Ms Susan Booth, former Fair Work Commissioner, to conduct an independent statutory review of the Closing Loopholes Acts. s 22(1)

Regards

s 22(1)

OFFICIAL: Sensitive

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**From:** s 22(1)  
**Sent:** Tuesday, 2 December 2025 8:00 PM  
**To:** s 22(1) <s 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Cc:** s 22(1) <s 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; s 22(1) <s 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; s 22(1) <s 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; s 22(1) <s 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Subject:** update - Review of the Closing Loopholes Acts etc [SEC=OFFICIAL:Sensitive]

Hi s 22(1)

We have sent the contract to Susan for her consideration. I have flagged that the Minister would like to announce review on Friday. Susan has indicated she should be able to come back to me in the next day on the contract.

s 22(1)

Regards

s 22(1)

---

**From:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Sent:** Tuesday, 2 December 2025 6:52 AM  
**To:** S 22(1) s 22(1) [dewr.gov.au](mailto:dewr.gov.au)  
**Cc:** S 22(1) s 22(1) [dewr.gov.au](mailto:dewr.gov.au); S 22(1) s 22(1) [dewr.gov.au](mailto:dewr.gov.au)  
**Subject:** RE: Correspondence from Minister Rishworth - Review of the Closing Loopholes Acts etc  
[SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

s 22(1)



s 22(1)  
**Director – Workplace Relations**  
**Office of The Honourable Amanda Rishworth MP**  
**Minister for Employment and Workplace Relations**  
M: s 22(1)  
E: s 22(1) [mo.dewr.gov.au](mailto:mo.dewr.gov.au)

OFFICIAL: Sensitive

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**From:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Sent:** Monday, 1 December 2025 6:32 PM

To: S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
Cc: S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
Subject: FW: Correspondence from Minister Rishworth - Review of the Closing Loopholes Acts etc  
[SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Hi S 22(1)

Susan has replied to Minister's letter regarding the appointment to indicate her interest.

I was just calling to chat to you about timing.

We are just finalising the arrangements for the contract with Susan and were aiming to send her the contract tomorrow, and once that is signed she will be engaged –I wanted to check if you were aiming to have things in place for end of this week or early next week to announce?

I'll check in with you in the morning

Regards

S 22(1)

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---

From: S 47F(1) <S 47F(1)  
Sent: Monday, 1 December 2025 5:52 PM  
To: S 22(1) [@dewr.gov.au](mailto:@dewr.gov.au); S 22(1)  
<S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
Subject: Re: Correspondence from Minister Rishworth - Review of the Closing Loopholes Acts etc  
[SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear Minister,

Thank you for your letter of today's date appointing me as the reviewer of the combined review of the *Fair*

*Work Legislation Amendment (Closing Loopholes) Act 2023* and the *Fair Work Legislation Amendment (Closing Loopholes No 2) Act 2024* and a further review of the operation of the amendments of the introduction of the family and domestic violence leave entitlements.

I am honoured to be appointed as the reviewer.

I place on record my appreciation to your Department, especially Ms S 22(1) in navigating the preliminary paperwork.

I also look forward to the formal announcement of the appointment and to commencing this important body of work so it may be completed in the 6 months period.

Yours sincerely

Susan Booth  
s 47F(1)  
s 47F(1)

s 47F(1)

OFFICIAL: Sensitive

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**From:** S 22(1) <[@dewr.gov.au](mailto:@dewr.gov.au)>  
**Sent:** Monday, December 01, 2025 9:34 AM  
**To:** S 47F(1) <S 47F(1)>  
**Subject:** Correspondence from Minister Rishworth [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Good morning,

Please find **attached** correspondence from the Hon Amanda Rishworth MP, Minister for Employment and Workplace Relations.

Kind regards,

s 22(1)



The Department of Employment and Workplace Relations acknowledges the traditional owners and custodians of country throughout Australia and their continuing connection to their community. We pay our respects to them and their cultures, and Elders past, present and emerging.

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s 22(1)

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**From:** s 22(1)  
**Sent:** Thursday, 27 November 2025 12:19 PM  
**To:** s 22(1)  
**Cc:** s 22(1) s 22(1) s 22(1) s 22(1)  
**Subject:** RE: Closing Loopholes review - timeline s 22(1)

Hi s 22(1)

The submission to the Minister with the letter for appointment is coming up today – we have asked the DLO (s 22(1)) for a short turnaround of next Monday, 1 December if that is possible.

Once the Minister signs the letter, we will send the final contract to Ms Booth for her consideration. We are talking to Susan about the terms of engagement so that we can turn the contract around as soon as possible (hopefully next week) which will mean that she is formally engaged. I think once she signs the contract you could let stakeholders know.

### Timing of announcement

We are finalising a draft media release.

We were working towards announcement in mid-December (and by Monday 15 December) but would be good to know Minister's preferred timing for an announcement.

s 22(1)

s 22(1)

Regards

s 22(1)

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**From:** s 22(1) <s 22(1)@dewr.gov.au>  
**Sent:** Thursday, 20 November 2025 11:37 AM  
**To:** s 22(1) <s 22(1)@dewr.gov.au>  
**Cc:** s 22(1) <s 22(1)@dewr.gov.au>; s 22(1) <s 22(1)@dewr.gov.au>; s 22(1) <s 22(1)@dewr.gov.au>  
**Subject:** Re: Closing Loopholes review - timeline s 22(1)

Hi s 22(1)

I think it's safer to wait until after minister rishworth writes formally to confirm appointment and Susan accepts the appointment

her appointment commences upon execution of the contract

(we are finalising the contract at the moment)

Regards <sup>s 22(1)</sup>

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**From:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Sent:** Thursday, November 20, 2025 10:18:34 AM  
**To:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Cc:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Subject:** RE: Closing Loopholes review - timeline S 22(1)

s 22(1)

Thanks <sup>s 22(1)</sup> – when is the earliest we can tell stakeholders the identity of the reviewer? Is it after PM approval or after she has signed the contract?



S 22(1)  
**Director – Workplace Relations**  
**Office of The Honourable Amanda Rishworth MP**  
**Minister for Employment and Workplace Relations**  
M: S 22(1)  
E: S 22(1) [mo.dewr.gov.au](mailto:mo.dewr.gov.au)

s 22(1)

---

**From:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Sent:** Thursday, 20 November 2025 9:15 AM  
**To:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Cc:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Subject:** Closing Loopholes review - timeline S 22(1)

s 22(1)

Hi s 22(1)

As discussed, Minister has written to PM seeking approval for Review and Reviewer. We are waiting for a reply from PM which we have been told will come next week. The Minister then has to formally write to Ms Booth to appoint her (we are preparing this submission).

We were then proposing to settle contract arrangements with Susan Booth (if approved). We had proposed to engage Susan by early December to start preparation.

s 22(1)

Happy to discuss further

Regards

s 22(1)

First Assistant Secretary

Entitlements Safeguards Division

Australian Government Department of Employment and Workplace Relations

Phone s 22(1) | Mobile s 22(1)

s 22(1) [dewr.gov.au](http://dewr.gov.au)

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The Department of Employment and Workplace Relations acknowledges the traditional owners and custodians of country throughout Australia and their continuing waters and community. We pay our respects to them and their cultures, and Elders past, present and emerging.

s 22(1)

s 22(1)

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**From:** s 22(1)  
**Sent:** Tuesday, 2 December 2025 8:02 AM  
**To:** S 22(1)  
**Cc:** S 22(1) s 22(1)  
**Subject:** RE: Correspondence from Minister Rishworth - Review of the Closing Loopholes Acts etc [SEC=OFFICIAL:Sensitive]

Thanks s 22(1)

Regards

s 22(1)

---

**From:** S 22(1) <S 22(1) dewr.gov.au>  
**Sent:** Tuesday, 2 December 2025 6:52 AM  
**To:** S 22(1) <S 22(1) dewr.gov.au>  
**Cc:** S 22(1) <S 22(1) dewr.gov.au>; S 22(1) <S 22(1) dewr.gov.au>  
**Subject:** RE: Correspondence from Minister Rishworth - Review of the Closing Loopholes Acts etc [SEC=OFFICIAL:Sensitive]

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End this week from my perspective – media team (copied) will make the final call on timing



s 22(1)  
**Director – Workplace Relations**  
**Office of The Honourable Amanda Rishworth MP**  
**Minister for Employment and Workplace Relations**  
**M:** s 22(1)  
**E:** s 22(1) [mo.dewr.gov.au](mailto:mo.dewr.gov.au)

**OFFICIAL: Sensitive**

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**From:** S 22(1) <S 22(1) dewr.gov.au>  
**Sent:** Monday, 1 December 2025 6:32 PM  
**To:** S 22(1) <S 22(1) dewr.gov.au>  
**Cc:** S 22(1) <S 22(1) dewr.gov.au>  
**Subject:** FW: Correspondence from Minister Rishworth - Review of the Closing Loopholes Acts etc [SEC=OFFICIAL:Sensitive]

**OFFICIAL: Sensitive**

Hi s 22(1)

Susan has replied to Minister's letter regarding the appointment to indicate her interest.

I was just calling to chat to you about timing.

We are just finalising the arrangements for the contract with Susan and were aiming to send her the contract tomorrow, and once that is signed she will be engaged –I wanted to check if you were aiming to have things in place for end of this week or early next week to announce?

I'll check in with you in the morning

Regards

s 22(1)

OFFICIAL: Sensitive

---

**From:** S 47F(1) <S 47F(1)>  
**Sent:** Monday, 1 December 2025 5:52 PM  
**To:** S 22(1) @dewr.gov.au; S 22(1)  
<S 22(1) dewr.gov.au>  
**Subject:** Re: Correspondence from Minister Rishworth - Review of the Closing Loopholes Acts etc  
[SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

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Dear Minister,

Thank you for your letter of today's date appointing me as the reviewer of the combined review of the *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* and the *Fair Work Legislation Amendment (Closing Loopholes No 2) Act 2024* and a further review of the operation of the amendments of the introduction of the family and domestic violence leave entitlements.

I am honoured to be appointed as the reviewer.

I place on record my appreciation to your Department, especially Ms S 22(1) in navigating the preliminary paperwork.

I also look forward to the formal announcement of the appointment and to commencing this important body of work so it may be completed in the 6 months period.

Yours sincerely

Susan Booth  
s 47F(1)  
s 47F(1)  
  
s 47F(1)

OFFICIAL: Sensitive

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**From:** S 22(1) [@dewr.gov.au](mailto: @dewr.gov.au)  
**Sent:** Monday, December 01, 2025 9:34 AM  
**To:** S 47F(1) <S 47F(1)>  
**Subject:** Correspondence from Minister Rishworth [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Good morning,

Please find **attached** correspondence from the Hon Amanda Rishworth MP, Minister for Employment and Workplace Relations.

Kind regards,

s 22(1)

Departmental Liaison Officer  
Workplace Relations | Office of the Hon Amanda Rishworth MP



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s 22(1)

s 22(1)

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**From:** S 22(1)  
**Sent:** Friday, 24 October 2025 4:22 PM  
**To:** 'S 47F(1) <S 47F(1)>  
**Cc:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Subject:** CL review - pre-appointment documentation

Dear Susan

Thanks for taking my call and confirming your interest in the role.

As discussed, the Minister for Employment and Workplace Relations has advised that you are her preferred candidate to conduct the review of the *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* and *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024*, as well as a further review of the operations of provisions in the *Fair Work Amendment (Paid Family and Domestic Violence Leave) Act 2023*.

As this proposed appointment is still subject to formal Australian Government approvals, I ask that you take care not to discuss this proposed appointment with anyone at this time. It is essential that absolute confidentiality is maintained until a final decision is made so as not to pre-empt the formal approval process.

s 22(1)

I will also send further information about our proposed approach around fees and can discuss further.

Regards

s 22(1)

First Assistant Secretary

Entitlements Safeguards Division

Australian Government Department of Employment and Workplace Relations

Phone S 22(1) | Mobile S 22(1)

S 22(1) [dewr.gov.au](http://dewr.gov.au)

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s 22(1)

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**From:** s 22(1)  
**Sent:** Friday, 31 October 2025 4:50 PM  
**To:** S 22(1)  
**Cc:** S 22(1) s 22(1) s 22(1) s 22(1) s 22(1)  
**Subject:** RE: MO points on reviewer [SEC=OFFICIAL:Sensitive]

Hi

Couple of updates

- s 22(1) has spoken with PMO – they are aware and comfortable about the review and I said we were progressing the pre-appt steps so that should assist with settling letter etc
- She is comfortable we share the draft ToRs with Susan
- s 22(1) s 47F(1) s 22(1) s 47F(1)

I also spoke with Susan

- She will follow up on the last 2 docs and send through for the pre-appointment process
- She had come to the same view on appropriate fee so was comfortable
- She is keen to start in early December if she is appointed
- I will share the draft ToRs with her
- I also noted that
  - o s 22(1)
  - o Preparing a draft timeline
  - o She is keen to meet with team and key people in early December (and we spoke about having a travel budget)
  - o s 22(1)
  - o She has a planned commitment in Feb we will need to manage but otherwise no other commitments
  - o We will be putting together a secretariat team

---

**From:** S 22(1) <S 22(1) dewr.gov.au>  
**Sent:** Friday, 31 October 2025 8:18 AM  
**To:** S 22(1) <S 22(1) dewr.gov.au>  
**Cc:** S 22(1) <S 22(1) dewr.gov.au>; S 22(1) <S 22(1) dewr.gov.au>  
**Subject:** MO points on reviewer [SEC=OFFICIAL:Sensitive]

**OFFICIAL: Sensitive**

Hi <sup>s 22(1)</sup>

Please see below for some b/g points consistent with our discussion yesterday.

s 22(1)

s 47F(1)

s 22(1)

s 22(1)

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**From:** s 22(1)  
**Sent:** Friday, 31 October 2025 4:36 PM  
**To:** s 22(1)  
**Cc:** s 22(1)  
**Subject:** RE: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive]

Ok thanks

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**From:** s 22(1) <s 22(1) dewr.gov.au>  
**Sent:** Friday, 31 October 2025 4:04 PM  
**To:** s 22(1) <s 22(1) dewr.gov.au>  
**Cc:** s 22(1) <s 22(1) dewr.gov.au>  
**Subject:** RE: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive]

**OFFICIAL: Sensitive**

Thanks <sup>s 22(1)</sup>

s 22(1)

Regards,

s 22(1)  
WR Strategic Policy  
s 22(1)

**OFFICIAL: Sensitive**

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**From:** s 22(1) <s 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Sent:** Friday, 31 October 2025 3:53 PM  
**To:** s 22(1) <s 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Cc:** s 22(1) <s 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; s 22(1) <s 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Subject:** FW: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive]

**OFFICIAL: Sensitive**

Hi <sup>s 22(1)</sup>

s 22(1)

s 22(1) – s 22(1)

Regards

s 22(1)

OFFICIAL: Sensitive

---

**From:** S 22(1)  
**Sent:** Wednesday, 29 October 2025 6:28 PM  
**To:** Susan Booth <S 47F(1)>  
**Cc:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Subject:** CL review - pre-appointment documentation

Dear Susan

Further to my email last week, here is some initial information about our proposed approach for engagement and remuneration – noting the appointment remains subject to agreement by the government.

I look forward to discussing in more detail at a time that suits.

#### **Engagement of the reviewer**

The reviewer will be engaged via a non-statutory ministerial appointment process. The reviewer would be appointed to the role by the Minister for Employment and Workplace Relations and enter into a contract ('terms of engagement') with the Commonwealth of Australia, represented by the Department of Employment and Workplace Relations.

We anticipate that the duration of the proposed engagement would be from early December (in time for you to prepare for the review, which must commence no later than 15 December 2025) to 30 June 2026.

In accordance with the *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* and *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024*, a final report of the review would be due to the Minister no later than 6 months from the commencement of the review (by 15 June 2026).

As discussed, we anticipate that your role in conducting the review will include consultations with key stakeholders, assess the effectiveness of the provisions, and provide recommendations and approve the final report. You would be supported by a departmental secretariat, who can assist with analysis, drafting, logistics and administration.

As this proposed appointment is still subject to formal Australian Government approvals, please keep all correspondence and information confidential and **do not discuss** this proposed appointment with anyone at this time. It is essential that absolute confidentiality is maintained until a final decision is made so as not to pre-empt the formal approval process.

s 22(1)

s 22(1)

Following confirmation of the appointment, including final government approvals and due diligence processes, the department would provide you with a draft Engagement Agreement outlining the terms that would govern your appointment.

Regards

s 22(1)

---

**From:** S 22(1)  
**Sent:** Friday, 24 October 2025 4:22 PM  
**To:** 'S 47F(1)' <S 47F(1)>  
**Cc:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Subject:** CL review - pre-appointment documentation

Dear Susan

Thanks for taking my call and confirming your interest in the role.

As discussed, the Minister for Employment and Workplace Relations has advised that you are her preferred candidate to conduct the review of the *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* and *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024*, as well as a further review of the operations of provisions in the *Fair Work Amendment (Paid Family and Domestic Violence Leave) Act 2023*.

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s 22(1)

s 22(1)

I will also send further information about our proposed approach around fees and can discuss further.

Regards

s 22(1)

First Assistant Secretary

Entitlements Safeguards Division

Australian Government Department of Employment and Workplace Relations

Phone s 22(1) | Mobile s 22(1)

s 22(1) | [dewr.gov.au](http://dewr.gov.au)

---

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s 22(1)

---

**From:** Susan Booth <s 47F(1)>  
**Sent:** Wednesday, 29 October 2025 7:38 PM  
**To:** s 22(1) s 22(1) s 22(1)  
**Cc:** 'boothsusan'  
**Subject:** RE: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacv]  
**Attachments:** s 22(1)

**OFFICIAL: Sensitive//Personal Privacy**

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear s 22(1)

Please see attached completed forms and additional documentation as per your email below.

DEWR Forms:

- Pre appointment documents, including cv
  - Word document and
  - signed scanned copy

s 22(1)

I understand you will ensure these documents are distributed to the correct teams for processing.

Please let me know if anything further is required.

Many thanks for your assistance

Susan Booth

s 47F(1)  
s 47F(1)

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**From:** S 22(1) <S 22(1) dewr.gov.au>  
**Sent:** Friday, 24 October 2025 3:22 PM  
**To:** S 47F(1)  
**Cc:** S 22(1) <S 22(1) dewr.gov.au>; S 22(1) <S 22(1) dewr.gov.au>  
**Subject:** CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

OFFICIAL: Sensitive//Personal Privacy

Dear Susan

Thanks for taking my call and confirming your interest in the role.

As discussed, the Minister for Employment and Workplace Relations has advised that you are her preferred candidate to conduct the review of the *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* and *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024*, as well as a further review of the operations of provisions in the *Fair Work Amendment (Paid Family and Domestic Violence Leave) Act 2023*.

As this proposed appointment is still subject to formal Australian Government approvals, I ask that you take care not to discuss this proposed appointment with anyone at this time. It is essential that absolute confidentiality is maintained until a final decision is made so as not to pre-empt the formal approval process.

s 22(1)

I will also send further information about our proposed approach around fees and can discuss further.

Regards

s 22(1)

s 22(1)  
First Assistant Secretary

Entitlements Safeguards Division  
Australian Government Department of Employment and Workplace Relations  
Phone s 22(1) | Mobile s 22(1)  
s 22(1) [dewr.gov.au](http://dewr.gov.au)

The Department of Employment and Workplace Relations acknowledges the traditional owners and custodians of country throughout Australia and their continuing waters and community. We pay our respects to them and their cultures, and Elders past, present and emerging.

**OFFICIAL: Sensitive//Personal Privacy**

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## CURRICULUM VITAE

Name: **Susan** s 47F(1) **Booth**

Former name: None

Residential address: s 47F(1)

Postal Address: s 47F(1)

Telephone number: s 47F(1)

Email address: s 47F(1)

Date of birth: s 47F(1)

Present position: Retired

### **Educational and professional qualifications:**

Bachelor of Laws (Hons)  
Bachelor of Arts (Double Major in Psychology)  
Graduate Diploma of Legal practice  
Diploma of Teaching

Solicitor of the Supreme Court of Queensland (Admitted 1990)  
Solicitor of the High Court of Australia  
Former Registered teacher

**Relevant experience:** 2013-2022: Commissioner, Fair Work Commission

2009-2013: Senior Member, Queensland Civil and Administrative Tribunal

2003-2009: Commissioner, Queensland Anti-Discrimination Commission

1995- 2003 various senior roles Queensland Department of Employment and Queensland Anti-Discrimination Commission

1990-1995: Solicitor in private practice: specializing in employment and human rights law

**Current board memberships** s 47F(1)

**Former board memberships** Chair, Australian Council of Human Rights Agencies  
Member, Centre for Research in Employment and Work  
Advisory Committee  
Member, Queensland Law Society Equity Committee

**EEO categories** Female



# Credentials Information Form

**Purpose of this form**

The purpose of this form is to obtain information to determine whether the Nominee has any credential issues that may impact on their appointment.

**Privacy**

The Department of Employment and Workplace Relations (DEWR), its contractors and agents are bound by the provisions of the *Privacy Act 1988*, which prevents Personal Information about individuals from being used or disclosed without their knowledge or consent. Personal Information collected in this form will be used to assess your credentials. In other instances the information collected can be disclosed without your consent where authorised or required by law.

By submitting this form, you authorise the DEWR to undertake certain checks that involve the disclosing of Personal Information to other agencies and organisations and authorise DEWR to obtain additional information for these purposes from the following sources:

- Departmental databases
- Law enforcement agencies
- State or Territory agencies
- Credit reference agencies
- Courts or Tribunals
- Other Commonwealth agencies such as the Australian Taxation Office and the Australian Securities and Investments Commission
- Any other appropriate organisation or person.

**Instructions for completing this form**

Complete each section of this form as it is applicable to you. You need to provide as much information as you can to assist DEWR to complete the credentials assessment. Please read this form carefully and check that all required and relevant information is supplied.

**Returning your completed Credentials Information Form**

Please return the completed form to s 22(1)

[dewr.gov.au](http://dewr.gov.au)

## 1. Your Details

Name	Booth
Given Names	Susan <small>s 47F(1)</small>
Date of Birth (dd/mm/yy)	<small>s 47F(1)</small>
Place of Birth (town and country)	<small>s 47F(1)</small>
Postal Address (Not P.O. Box)	<small>s 47F(1)</small>
Driver's Licence Number	<small>s 47F(1)</small>

## 2. Event disclosures

You must tick at least one of the following boxes below. If any of the events at numbers 2.1 to 2.6 below have occurred to you within the last five years please tick the appropriate box(es) and attach a separate document detailing the event and outcome. For ongoing events include current position, anticipated outcome, and expected date of finalisation.

- <sup>s 47F(1)</sup>
- 2.1. Government investigation of yourself or an organisation in which you have held a management position.
  - 2.2. Any business failure of including business failure of organisations in which you hold, or have held at the time of the event, a management or board position.  
Examples of a business failure include a Court Ordered or a Creditors' Voluntary Administration, Liquidation, External Administration, or Receivership.
  - 2.3. Bankruptcy.
  - 2.4. Bankruptcy proceedings, including *Bankruptcy Act 1966* part IX Debt Agreements or Part X Insolvency Agreements.
  - 2.5. Significant litigation including judgement debts.
  - 2.6. Any other particulars which are likely to adversely affect your capacity to undertake this role, or
  - 2.7. None of the above events apply and there is no adverse information relating to myself over the last five years. No attachments required.

By submitting this form you are confirming that the above details with respect to yourself are correct, and that your statements, with respect to any, and all, of the above events has been checked by you.

Misleading or deceptive statements in this form may adversely affect the consideration of the possible nomination. Failure to notify DEWR of information may result in the possible nomination being excluded from consideration.

## 3. The Person Who Completed This Form

Name of person who completed this form

Susan <sup>s 47F(1)</sup> Booth

Date

27 October 2025

## PRIVATE INTERESTS DECLARATION

PROPOSED POSITION & ORGANISATION	Reviewer Statutory Review of the Closing Loopholes Acts
-------------------------------------	--

Please answer the following questions by circling the reply that applies to your personal circumstances. **If you answer “yes” to any question, please provide details in the provided attachment to this form, signed and dated.** Please note that answering “yes” to any question does not necessarily preclude you from being appointed. Your response will be treated as confidential and will only be used for purposes connected with this proposed appointment.

1. Do you have any disclosable criminal convictions, i.e. convictions as an adult that form part of your criminal history other than those protected by the Spent Convictions Scheme (see Part VIIC of the <i>Crimes Act 1914</i> )?	<b>s 47F(1)</b>
2. Are you, or have you been, the respondent or defendant in any civil or criminal court action (including as a company director or other office holder)?	
3. (a) Have you ever been declared bankrupt, entered into a debt agreement under Part IX of the Bankruptcy Act 1996 (the Bankruptcy Act) or entered into a personal insolvency agreement under Part X of the Bankruptcy Act? (b) If you are in a partnership, have any of your partners ever been declared bankrupt, entered into a debt agreement under Part IX of the Bankruptcy Act or entered into a personal insolvency agreement under Part X of the Bankruptcy Act?	
4. Has any business or commercial enterprise for which you, or if applicable your partner(s), have had responsibility ever gone into receivership or a similar scheme or arrangement?	
5. During the last 10 years have you, or if applicable your partner(s), been the subject of a court order in connection with monies owing to another party?	
6. Have you ever been summonsed or charged concerning non-payment of tax or outstanding tax debts, investigated for tax evasion or defaults, or negotiated with the Australian Taxation Office over outstanding tax debts?	
7. Have you ever been the subject of a complaint to a professional body which has been substantiated, or is currently under investigation? Have you been subject to a formal conduct investigation? (if yes, please provide details).	
8. Have you ever been dismissed from employment because of a discipline or misconduct issue?	
9. Are you the director of a company, sit on a board of any organisation, or hold any other professional roles or Commonwealth roles (including advisory)? <u>If yes, please provide details in the following page (please include all bodies including not-for-profit).</u>	
10. Do you or your immediate family have any financial interest in any company or business, or are you or your immediate family employed or engaged by any company or business, which might have dealings with, or an interest in the decisions of, the office to which you may be appointed? If yes, include advice in a separate attachment on how this conflict of interest would be managed.	
11. Are you a lobbyist registered on the Australian Government’s Lobbyists Register or the register of a state or territory? If yes, please provide details in a separate attachment.	
12. Are you currently employed by the Commonwealth, the Administration of a Territory, or a public statutory corporation or incorporated company owned by the Commonwealth on a full-time/part-time basis? If yes, please provide details.	
13. Is there any other information which could be relevant to your suitability for the appointment? (if yes, please provide details).	

### ASSURANCE

**I advise that to the best of my knowledge my private, business and financial interests, including taxation affairs, would not conflict with my public duties or otherwise cause embarrassment to myself or to the Government during my term of appointment.**

**I also undertake to advise the responsible minister should a situation arise in the future which might cause a conflict of interest with my responsibilities under this appointment.**

Susan <sup>s 47F(1)</sup> Booth

Name

.....

Signature

29 October 2025

Date

## PRIVATE INTERESTS DECLARATION - ATTACHMENT

<b>PROPOSED POSITION &amp; ORGANISATION</b>	Reviewer Statutory review of the Closing Loopholes Acts
---	--

Please provide details for all 'yes' answers to any question on the Private Interests Declaration form. Please detail how any conflict(s), actual or perceived, will be managed if appointed. Please note that responses to Q12 may be relevant to remuneration payable for part-time appointments with reference to section 7(11) of the *Remuneration Act 1973*. The Act provides that a person is not entitled to remuneration for part-time appointments when holding certain full-time employment, engagement or appointment. Your responses will be treated as confidential and will only be used for purposes connected with the proposed appointment.

**Please provide any conflict of mitigation strategy(ies) for all directorships, board and professional roles, as well as any matters noted under Question 13 on the previous page.**

QUESTION	DETAILS <u>WITH</u> CONFLICT MITIGATION STRATEGY
----------	--

S 47F(1)

### ASSURANCE

I declare that to the best of my knowledge, the information provided above is true and correct.

Susan <sup>s 47F(1)</sup> Booth

Name

.....

Signature

29 October 2025

Date

## CURRICULUM VITAE

Name:

Susan <sup>s 47F(1)</sup> Booth

Former name:

None

Residential address:

**s 47F(1)**

Postal Address:

**s 47F(1)**

Telephone number:

**s 47F(1)**

Email address:

**s 47F(1)**

Date of birth:

**s 47F(1)**

Present position:

Retired

### **Educational and professional qualifications:**

Bachelor of Laws (Hons)  
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Diploma of Teaching

Solicitor of the Supreme Court of Queensland (Admitted 1990)  
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**Current board memberships**

**s 47F(1)**

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Chair, Australian Council of Human Rights Agencies  
Member, Centre for Research in Employment and Work  
Advisory Committee  
Member, Queensland Law Society Equity Committee

**EEO categories**

Female



## Credentials Information Form

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Please return the completed form to **s 22(1)** [dcwr.gov.au](http://dcwr.gov.au)

### 1. Your Details

Name	Booth
Given Names	Susan <small>s 47F(1)</small>
Date of Birth (dd/mm/yy)	<b>s 47F(1)</b>
Place of Birth (town and country)	<b>s 47F(1)</b>
Postal Address (Not P.O. Box)	<b>s 47F(1)</b>
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  - 2.7. None of the above events apply and there is no adverse information relating to myself over the last five years. No attachments required.

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Name of person who completed this form

Susan <sup>s 47F(1)</sup> Booth

Date

27 October 2025

# PRIVATE INTERESTS DECLARATION

<b>PROPOSED POSITION &amp; ORGANISATION</b>	Reviewer Statutory Review of the Closing Loopholes Acts
---	--

Please answer the following questions by circling the reply that applies to your personal circumstances. If you answer "yes" to any question, please provide details in the provided attachment to this form, **signed and dated**. Please note that answering "yes" to any question does not necessarily preclude you from being appointed. Your response will be treated as confidential and will only be used for purposes connected with this proposed appointment.

1. Do you have any disclosable criminal convictions, i.e. convictions as an adult that form part of your criminal history other than those protected by the Spent Convictions Scheme (see Part VIIC of the *Crimes Act 1914*)?
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10. Do you or your immediate family have any financial interest in any company or business, or are you or your immediate family employed or engaged by any company or business, which might have dealings with, or an interest in the decisions of, the office to which you may be appointed? If yes, include advice in a separate attachment on how this conflict of interest would be managed.
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12. Are you currently employed by the Commonwealth, the Administration of a Territory, or a public statutory corporation or incorporated company owned by the Commonwealth on a full-time/part-time basis? If yes, please provide details.
13. Is there any other information which could be relevant to your suitability for the appointment? (if yes, please provide details).

s 47F(1)

## ASSURANCE

I advise that to the best of my knowledge my private, business and financial interests, including taxation affairs, would not conflict with my public duties or otherwise cause embarrassment to myself or to the Government during my term of appointment.

I also undertake to advise the responsible minister should a situation arise in the future which might cause a conflict of interest with my responsibilities under this appointment.

Susan <sup>s 47F(1)</sup> Booth

Name

S 47F(1)

Signature

29 October 2025

Date

# PRIVATE INTERESTS DECLARATION - ATTACHMENT

<b>PROPOSED POSITION &amp; ORGANISATION</b>	<b>Reviewer</b> Statutory review of the Closing Loopholes Acts
---	---

Please provide details for all 'yes' answers to any question on the Private Interests Declaration form. Please detail how any conflict(s), actual or perceived, will be managed if appointed. Please note that responses to Q12 may be relevant to remuneration payable for part-time appointments with reference to section 7(11) of the *Remuneration Act 1973*. The Act provides that a person is not entitled to remuneration for part-time appointments when holding certain full-time employment, engagement or appointment. Your responses will be treated as confidential and will only be used for purposes connected with the proposed appointment.

Please provide any conflict of mitigation strategy(ies) for all directorships, board and professional roles, as well as any matters noted under Question 13 on the previous page.

QUESTION	DETAILS WITH CONFLICT MITIGATION STRATEGY
<h2 style="margin: 0;">s 47F(1)</h2>	

## ASSURANCE

I declare that to the best of my knowledge, the information provided above is true and correct.		
Susan <sup>s 47F(1)</sup> Booth Name	..... <b>s 47F(1)</b> .. Signature	29 October 2025 Date

s 22(1)

---

**From:** Susan Booth <s 47F(1)>  
**Sent:** Friday, 24 October 2025 4:51 PM  
**To:** s 22(1) s 22(1)  
**Subject:** RE: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

OFFICIAL: Sensitive//Personal Privacy

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear <sup>s 22(1)</sup> and s 22(1)

It was great to speak with you <sup>s 22(1)</sup> earlier today. I again confirm my interest in the role and look forward to working with you and DEWR team in reviewing this important legislation.

I will read and complete the documents in days ahead.

Kind regards  
Susan Booth

OFFICIAL: Sensitive//Personal Privacy

---

**From:** s 22(1) <s 22(1)> dewr.gov.au>  
**Sent:** Friday, 24 October 2025 3:22 PM  
**To:** s 47F(1)  
**Cc:** s 22(1) <s 22(1)> dewr.gov.au>; s 22(1) <s 22(1)> dewr.gov.au>  
**Subject:** CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

OFFICIAL: Sensitive//Personal Privacy

Dear Susan

Thanks for taking my call and confirming your interest in the role.

As discussed, the Minister for Employment and Workplace Relations has advised that you are her preferred candidate to conduct the review of the *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* and *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024*, as well as a further review of the operations of provisions in the *Fair Work Amendment (Paid Family and Domestic Violence Leave) Act 2023*.

As this proposed appointment is still subject to formal Australian Government approvals, I ask that you take care not to discuss this proposed appointment with anyone at this time. It is essential that absolute confidentiality is maintained until a final decision is made so as not to pre-empt the formal approval process.

s 22(1)

s 22(1)

I will also send further information about our proposed approach around fees and can discuss further.

Regards

s 22(1)

First Assistant Secretary

Entitlements Safeguards Division

Australian Government Department of Employment and Workplace Relations

Phone s 22(1) | Mobile s 22(1)

s 22(1) [dewr.gov.au](http://dewr.gov.au)

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s 22(1)

---

**From:** s 22(1)  
**Sent:** Thursday, 30 October 2025 6:04 PM  
**To:** boothsusan  
**Subject:** RE: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive]

Hi

Sounds good – will call you at 3.30pm

Regards

s 22(1)

---

**From:** boothsusan <s 47F(1)>  
**Sent:** Thursday, 30 October 2025 5:59 PM  
**To:** S 22(1) <s 22(1)> dewr.gov.au  
**Subject:** Re: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive]

**OFFICIAL: Sensitive**

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear S 22(1)

That time works for me. Will you call?

Thanks

Susan

Sent from my iPhone

On 30 Oct 2025, at 4:57 pm, S 22(1)  
<S 22(1)> [dewr.gov.au](mailto:dewr.gov.au) wrote:

**OFFICIAL: Sensitive**

Thanks Susan

Anytime after 3.30pm works for me – let me know if particular time suits and I can give you a call

Regards

s 22(1)

OFFICIAL: Sensitive

OFFICIAL: Sensitive

---

**From:** Susan Booth <S 47F(1)>  
**Sent:** Thursday, 30 October 2025 5:49 PM  
**To:** S 22(1) <S 22(1)> [dewr.gov.au](mailto:dewr.gov.au)  
**Subject:** RE: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear S 22(1)  
Thankyou for the email and the proposal for engagement and remuneration approach. My thinking has been along similar lines. Perhaps we could speak briefly tomorrow, Friday?

Kind regards  
Susan Booth

OFFICIAL: Sensitive

---

**From:** S 22(1) <S 22(1)> [dewr.gov.au](mailto:dewr.gov.au)  
**Sent:** Wednesday, 29 October 2025 5:28 PM  
**To:** Susan Booth <S 47F(1)>  
**Cc:** S 22(1) <S 22(1)> [dewr.gov.au](mailto:dewr.gov.au); S 22(1) <S 22(1)> [dewr.gov.au](mailto:dewr.gov.au)  
**Subject:** CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Dear Susan

Further to my email last week, here is some initial information about our proposed approach for engagement and remuneration – noting the appointment remains subject to agreement by the government.

I look forward to discussing in more detail at a time that suits.

### **Engagement of the reviewer**

The reviewer will be engaged via a non-statutory ministerial appointment process. The reviewer would be appointed to the role by the Minister for Employment and Workplace Relations and enter into a contract ('terms of engagement') with the Commonwealth of Australia, represented by the Department of Employment and Workplace Relations.

We anticipate that the duration of the proposed engagement would be from early December (in time for you to prepare for the review, which must commence no later than 15 December 2025) to 30 June 2026.

In accordance with the *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* and *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024*, a final report of the review would be due to the Minister no later than 6 months from the commencement of the review (by 15 June 2026).

As discussed, we anticipate that your role in conducting the review will include consultations with key stakeholders, assess the effectiveness of the provisions, and provide recommendations and approve the final report. You would be supported by a departmental secretariat, who can assist with analysis, drafting, logistics and administration.

As this proposed appointment is still subject to formal Australian Government approvals, please keep all correspondence and information confidential and **do not discuss** this proposed appointment with anyone at this time. It is essential that absolute confidentiality is maintained until a final decision is made so as not to pre-empt the formal approval process.

s 22(1)

Following confirmation of the appointment, including final government approvals and due diligence processes, the department would provide you with a draft Engagement Agreement outlining the terms that would govern your appointment.

Regards

s 22(1)

**OFFICIAL: Sensitive**

---

**From:** s 22(1)  
**Sent:** Friday, 24 October 2025 4:22 PM  
**To:** 's 47F(1)' <s 47F(1)>  
**Cc:** s 22(1) <s 22(1) [dewr.gov.au](mailto:s 22(1)@dewr.gov.au)>; s 22(1) <s 22(1)@dewr.gov.au>  
**Subject:** CL review - pre-appointment documentation

Dear Susan

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s 22(1)

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Entitlements Safeguards Division  
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Phone s 22(1) | Mobile s 22(1)  
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<image001.jpg>

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s 22(1)

---

**From:** s 22(1)  
**Sent:** Monday, 10 November 2025 2:45 PM  
**To:** s 47F(1) s 22(1)  
**Subject:** RE: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

Thanks Susan for your prompt response.

Regards

s 22(1)

---

**From:** S 47F(1) <S 47F(1)>  
**Sent:** Monday, 10 November 2025 1:04 PM  
**To:** S 22(1) <S 22(1)@dewr.gov.au>; S 22(1) <S 22(1)@dewr.gov.au>  
**Subject:** Re: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

**OFFICIAL: Sensitive//Personal Privacy**

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear S 22(1) and s 22(1)

s 22(1)

Thanks  
Susan

**OFFICIAL: Sensitive//Personal Privacy**

---

**From:** S 22(1) <S 22(1)@dewr.gov.au>  
**Sent:** Monday, November 10, 2025 9:12 AM  
**To:** Susan Booth <S 47F(1)> s 22(1) <S 22(1)@dewr.gov.au>  
**Subject:** RE: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

**OFFICIAL: Sensitive//Personal Privacy**

Hi Susan

Thanks for all the materials you have sent through, we are just in the process of finalising documentation – I just wanted to check if you had any social media accounts eg facebook or linked in

Regards

s 22(1)

OFFICIAL: Sensitive//Personal Privacy

---

**From:** Susan Booth <S 47F(1)>  
**Sent:** Friday, 31 October 2025 7:52 PM  
**To:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Cc:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Subject:** RE: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

OFFICIAL: Sensitive//Personal Privacy

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear s 22(1)

I refer to your requests detailed below.

Please find attached a signed conflict of interest declaration.

s 22(1)

Regards  
Susan Booth

OFFICIAL: Sensitive//Personal Privacy

---

**From:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Sent:** Thursday, 30 October 2025 4:44 PM  
**To:** Susan Booth <S 47F(1)>  
**Cc:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Subject:** RE: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

OFFICIAL: Sensitive//Personal Privacy

Dear Susan

I work with <sup>s 22(1)</sup> and s 22(1) in the department on making arrangements for the Closing Loopholes review. Thanks for providing these documents. The team will work through the appointment process as quickly as we can.

We have 2 further requests:

First, can you please also complete and sign the attached Conflict of Interest declaration? My apologies, we should have attached this form to our previous email.

s 22(1)

Please feel free to give me a call on s 22(1) or respond to this mailbox if you'd like to discuss.

Regards

s 22(1) (he/him)  
Director

WR Strategic Policy Team | Strategy and Protections Branch  
Employment Conditions Division  
Australian Government Department of Employment and Workplace Relations  
Phone s 22(1)  
[dewr.gov.au](http://dewr.gov.au)

The Department of Employment and Workplace Relations acknowledges the traditional owners and custodians of country throughout Australia and their continuing waters and community. We pay our respects to them and their cultures, and Elders past, present and emerging.

**OFFICIAL: Sensitive//Personal Privacy**

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**From:** Susan Booth <s 47F(1)>  
**Sent:** Wednesday, 29 October 2025 7:38 PM  
**To:** s 22(1) <s 22(1)> [dewr.gov.au](mailto:dewr.gov.au); s 22(1) <s 22(1)> [dewr.gov.au](mailto:dewr.gov.au); s 22(1) <s 22(1)> [dewr.gov.au](mailto:dewr.gov.au)  
**Cc:** 'boothsusan' <s 47F(1)>  
**Subject:** RE: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

**OFFICIAL: Sensitive//Personal Privacy**

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear S 22(1)

Please see attached completed forms and additional documentation as per your email below.

DEWR Forms:

- Pre appointment documents, including cv
  - Word document and
  - signed scanned copy
- s 22(1)

I understand you will ensure these documents are distributed to the correct teams for processing.

Please let me know if anything further is required.

Many thanks for your assistance

Susan Booth  
s 47F(1)  
s 47F(1)

**OFFICIAL: Sensitive//Personal Privacy**

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**From:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Sent:** Friday, 24 October 2025 3:22 PM  
**To:** S 47F(1)  
**Cc:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Subject:** CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

**OFFICIAL: Sensitive//Personal Privacy**

Dear Susan

Thanks for taking my call and confirming your interest in the role.

As discussed, the Minister for Employment and Workplace Relations has advised that you are her preferred candidate to conduct the review of the *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* and *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024*, as well as a further review of the operations of provisions in the *Fair Work Amendment (Paid Family and Domestic Violence Leave) Act 2023*.

As this proposed appointment is still subject to formal Australian Government approvals, I ask that you take care not to discuss this proposed appointment with anyone at this time. It is essential that absolute confidentiality is maintained until a final decision is made so as not to pre-empt the formal approval process.

s 22(1)

I will also send further information about our proposed approach around fees and can discuss further.

Regards

s 22(1)

s 22(1)

First Assistant Secretary

Entitlements Safeguards Division

Australian Government Department of Employment and Workplace Relations

Phone s 22(1) | Mobile s 22(1)

s 22(1) [dewr.gov.au](http://dewr.gov.au)

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s 22(1)

---

**From:** s 22(1)  
**Sent:** Monday, 24 November 2025 12:00 PM  
**To:** boothsusan  
**Subject:** RE: update on review of closing loopholes [SEC=OFFICIAL]

Thanks Susan – have sent an invite for Wednesday

Catch up then

Regards

s 22(1)

---

**From:** boothsusan <S 47F(1)>  
**Sent:** Monday, 24 November 2025 10:54 AM  
**To:** S 22(1) <S 22(1)> dewr.gov.au  
**Subject:** Re: update on review of closing loopholes [SEC=OFFICIAL]

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi s 22(1)

s 22(1)

What about same time Wednesday?

Thanks, Susan

Sent from my iPhone

On 24 Nov 2025, at 9:27 am, s 22(1)  
<S 22(1)> [dewr.gov.au](mailto:dewr.gov.au) wrote:

Hi Susan

No worries at all -would 4.30pm tomorrow work for you ?

Regards

s 22(1)

---

**From:** boothsusan <S 47F(1)>  
**Sent:** Monday, 24 November 2025 10:13 AM  
**To:** S 22(1) <S 22(1)> [dewr.gov.au](mailto:dewr.gov.au)  
**Subject:** Re: update on review of closing loopholes [SEC=OFFICIAL]

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Morning<sup>s 22(1)</sup>

S 22(1) - it would possibly suit me better if we could catch up tomorrow if that's okay with you?

Kind regards

Susan

Sent from my iPhone

On 21 Nov 2025, at 2:08 pm, S 22(1)  
<S 22(1) [dewr.gov.au](mailto:dewr.gov.au)> wrote:

Thanks<sup>s 47F(1)</sup> - chat Monday and let me know if there are better times for you

Regards<sup>s 22(1)</sup>

---

**From:** boothsusana <S 47F(1)>  
**Sent:** Friday, November 21, 2025 2:50:10 PM  
**To:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Subject:** Re: update on review of closing loopholes [SEC=OFFICIAL]

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi<sup>s 22(1)</sup>

Monday sounds great.

S 22(1) and enjoy your weekend

Thanks

Susan

Sent from my iPhone

On 21 Nov 2025, at 1:40 pm, S 22(1)  
<S 22(1) [dewr.gov.au](mailto:dewr.gov.au)> wrote:

Hi Susan

Thanks for your email - I was planning to give you a call later today S 22(1)

I am hopeful I should have an update next week - would you be free on Monday for a call - I thought it would be useful to update you on some of the preparation work we have been undertaking.

Please let me know if that works or if you would like to chat later today

Regards <sup>s 22(1)</sup>

---

**From:** S 47F(1) <S 47F(1)>  
**Sent:** Friday, November 21, 2025 12:29:57 PM  
**To:** S 22(1) <S 22(1)> [dewr.gov.au](mailto:dewr.gov.au)  
**Subject:** update on review of closing looholes

**CAUTION:** This email originated from outside of the organisation.  
Do not click links or open attachments unless you recognise the sender and know the content is safe.

HIS 22(1)

I was wondering if you are able to provide any update with progress of the review appointment?

Kind regards  
Susan

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Canberra time) and delete all copies of this transmission together with any attachments.

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s 22(1)

---

**From:** s 47F(1)  
**Sent:** Wednesday, 26 November 2025 9:48 PM  
**To:** S 22(1)  
**Cc:** S 22(1)  
**Subject:** Re: Closing Loopholes review - security form and bio [SEC=OFFICIAL]  
**Attachments:** Scan\_20251126 (2)-compressed.pdf; Biography for DEWR comms - CL Reviewer.docx

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear<sup>s 22(1)</sup>

Please see signed/scanned form with citizenship question complete (6pp pdf compressed)

On title my preference for this stage is *Ms Booth*

A revised short cv attached

Susan



## Biography

Ms Susan Booth has been appointed to conduct the statutory review of the Closing Loopholes legislation.

Ms Booth was appointed to the Fair Work Commission in 2011, and served as a Commissioner until her retirement in 2022. Her experience on the Fair Work Commission gives her a deep understanding of the practical impacts of the workplace relations system on workers and employers.

Prior to her appointment to the Fair Work Commission, Ms Booth was a Senior Member of the Queensland Civil and Administrative Tribunal from 2009 to 2011. She served as Queensland's Anti-Discrimination Commissioner between 2002 and 2009.

She has also worked as a solicitor in private practice specialising in employment and industrial law and as a teacher. She holds formal qualifications in both law and education.

Ms Booth's career demonstrates her expertise in workplace relations, and her commitment to fairness and equity.

---

s 22(1)

---

**From:** s 22(1)  
**Sent:** Wednesday, 26 November 2025 7:12 PM  
**To:** s 47F(1)  
**Cc:** s 22(1)  
**Subject:** RE: CL review [SEC=OFFICIAL]  
**Attachments:** Draft Terms of Engagement - Closing Loopholes Review .docx

Thanks Susan

And as discussed, here is the draft contract of engagement for your consideration. I also note that the appointment is still subject to final approvals from the Minister – so I appreciate you maintaining confidentiality of the proposed appointment at this stage.

Please let me know if you would like to discuss any of the terms in the draft contract.

I will also come back to you in relation to

s 22(1)

- Likely timing for commencement
- Likely timing for announcement of the review

Kind regards

s 22(1)

---

**From:** S 47F(1) <s 47F(1)>  
**Sent:** Wednesday, 26 November 2025 5:48 PM  
**To:** S 22(1) <s 22(1)> [dewr.gov.au](mailto:dewr.gov.au)  
**Cc:** S 22(1) <s 22(1)> [dewr.gov.au](mailto:dewr.gov.au)  
**Subject:** Re: CL review [SEC=OFFICIAL]

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi <sup>s 22(1)</sup> and <sup>s 22(1)</sup>

Thanks for your time today. I found the discussion very useful and pleased there is more certainty concerning the appointment. I will have a good look at the proposal for the various measures. It does make sense to approach the review in a considered way rather than just follow the amendments in the Act.

Kind regards  
Susan

From: S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
 Sent: Wednesday, November 26, 2025 4:34 PM  
 To: Susan Booth <S 47F(1)>  
 Cc: S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
 Subject: CL review [SEC=OFFICIAL]

Hi Susan

Thanks for the chat.

I will come back to you shortly on contract arrangements and other details but this was an initial approach we thought might be useful in organising the measures – this includes all of the measures from both Acts.

<b><i>Closing Loopholes Legislation</i></b>	
<b><i>Employment relationships and standards</i></b>	
	Meaning of 'employee' and 'employer'
	Casual employment
	Extend the powers of the Fair Work Commission (FWC) to set minimum standards for 'employee-like' workers
	Allow the FWC to set minimum standards for the road transport industry
	Right to disconnect
<b><i>Bargaining framework</i></b>	
	Regulated labour hire arrangement orders
	Workplace determinations
	FWC preparing enterprise agreement model terms
	Conciliation conference orders
	Enabling multiple franchisees to access the single-enterprise agreement stream
	Transitioning from multi-enterprise agreements
<b><i>Protecting workers and strengthening enforcement</i></b>	
	Criminalising wage theft
	Increase civil penalties for bodies corporate that are not small businesses, and for non-compliance with a compliance notice
	Clarifications to the operation of a Fair Work Ombudsman compliance notice
	Strengthening right of entry to investigate underpayments
	Change the defence to sham contracting
	Give workers the right to challenge unfair contractual terms

	Providing stronger protections against discrimination, adverse action and harassment
	Enhancing delegates' rights
	Repeal of the de-merger changes to the Registered Organisations Act
	Addressing anomalous consequences of small business redundancy exemption in insolvency contexts
<b>Safe workplaces and better working conditions</b>	
	Industrial manslaughter and other WHS reforms
	Streamlining PTSD workers' compensation claims for first responders
	Comcare Guide for rehab assessments and IMEs
	Amendments to the ASEA Act 2013
	Entry to assist Health and Safety Representatives (noting Chapter 37 of the Secure Jobs, Better Pay Review Report
<b>Paid Family Domestic Violence Leave</b>	
	Paid Family and Domestic Violence Leave (2024 FDVL review – findings and recommendations)

s 22(1)

First Assistant Secretary

Entitlements Safeguards Division

Australian Government Department of Employment and Workplace Relations

Phone S 22(1) | Mobile S 22(1)

s 22(1) [dewr.gov.au](http://dewr.gov.au)

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s 22(1)

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**From:** s 22(1)  
**Sent:** Friday, 28 November 2025 5:48 PM  
**To:** s 47F(1) s 22(1)  
**Subject:** RE: Terms of Engagement as Reviewer

Thanks Susan – we will check with our corporate area and come back to you.

Regards  
s 22(1)

---

**From:** S 47F(1) <S 47F(1)>  
**Sent:** Friday, 28 November 2025 4:52 PM  
**To:** S 22(1) <S 22(1)@dewr.gov.au>; S 22(1) <S 22(1)@dewr.gov.au>  
**Subject:** Terms of Engagement as Reviewer

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear <sup>s 22(1)</sup> and S 22(1)

Thank you for a copy of the draft terms of engagement.

I have now thought further about my engagement as an individual independent contractor s 22(1)

s 22(1) I am working through your excellent and comprehensive list of possible source materials and will respond separately.

Kind regards  
Susan

s 22(1)

---

**From:** s 22(1)  
**Sent:** Monday, 1 December 2025 7:02 PM  
**To:** S 47F(1)  
**Cc:** S 22(1)  
**Subject:** RE: Correspondence from Minister Rishworth - Review of the Closing Loopholes Acts etc [SEC=OFFICIAL:Sensitive]

Thanks Susan

Great news to have you on board and thanks for your acknowledgment – it has been a team effort here with s 22(1) and s 22(1)

I am just checking in with Office on any views for timing for announcements and I will touch base with you tomorrow.

I am also chatting with s 22(1) as well about arrangements for next week and will come back separately on that.

Regards

s 22(1)

---

**From:** S 47F(1) <S 47F(1)>  
**Sent:** Monday, 1 December 2025 5:52 PM  
**To:** S 22(1) @dewr.gov.au; S 22(1) <S 22(1)@dewr.gov.au>  
**Subject:** Re: Correspondence from Minister Rishworth - Review of the Closing Loopholes Acts etc [SEC=OFFICIAL:Sensitive]

**OFFICIAL: Sensitive**

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear Minister,

Thank you for your letter of today's date appointing me as the reviewer of the combined review of the *Fair*

*Work Legislation Amendment (Closing Loopholes) Act 2023* and the *Fair Work Legislation Amendment (Closing Loopholes No 2) Act 2024* and a further review of the operation of the amendments of the introduction of the family and domestic violence leave entitlements.

I am honoured to be appointed as the reviewer.

I place on record my appreciation to your Department, especially Ms S 22(1) in navigating the preliminary paperwork.

I also look forward to the formal announcement of the appointment and to commencing this important body of work so it may be completed in the 6 months period.

Yours sincerely

Susan Booth

s 47F(1)

s 47F(1)

s 47F(1)

OFFICIAL: Sensitive

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**From:** DEWR - Minister Rishworth <[Minister.Rishworth@dewr.gov.au](mailto:Minister.Rishworth@dewr.gov.au)>

**Sent:** Monday, December 01, 2025 9:34 AM

**To:** S 47F(1) <S 47F(1)>

**Subject:** Correspondence from Minister Rishworth [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Good morning,

Please find **attached** correspondence from the Hon Amanda Rishworth MP, Minister for Employment and Workplace Relations.

Kind regards,

s 22(1)



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s 22(1)

---

**From:** s 22(1)  
**Sent:** Tuesday, 2 December 2025 8:02 AM  
**To:** s 47F(1) s 22(1)  
**Subject:** RE: Terms of Engagement as Reviewer [SEC=OFFICIAL]

Thanks Susan for those updates

Regards

s 22(1)

---

**From:** S 47F(1) <S 47F(1)>  
**Sent:** Monday, 1 December 2025 10:06 PM  
**To:** S 22(1) <S 22(1)@dewr.gov.au>  
**Cc:** S 22(1) <S 22(1)@dewr.gov.au>  
**Subject:** Re: Terms of Engagement as Reviewer [SEC=OFFICIAL]

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Dear <sup>s 22(1)</sup> and S 22(1)

s 22(1)

s 22(1)

Regards  
Susan

---

**From:** S 22(1) <S 22(1)@dewr.gov.au>  
**Sent:** Monday, December 1, 2025 4:04 PM  
**To:** S 47F(1) <S 47F(1)>  
**Cc:** S 22(1) <S 22(1)@dewr.gov.au>  
**Subject:** RE: Terms of Engagement as Reviewer [SEC=OFFICIAL]

Dear Susan,

s 22(1)

s 22(1)

Regards,

s 22(1)  
WR Strategic Policy  
s 22(1)

---

**From:** S 22(1) <s 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Sent:** Monday, 1 December 2025 3:49 PM  
**To:** S 47F(1) s 22(1) <s 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Subject:** RE: Terms of Engagement as Reviewer [SEC=OFFICIAL]

Dear Susan

s 22(1)

I understand the Minister has now sent you a letter of appointment. If you could advise your preferred engagement type, and any other comments you have on the terms of engagement, we will provide a completed copy for your consideration and signature.

Regards,

s 22(1)

---

**From:** S 47F(1) <s 47F(1)>  
**Sent:** Friday, 28 November 2025 4:52 PM  
**To:** S 22(1) <s 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; s 22(1) <s 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Subject:** Terms of Engagement as Reviewer

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear<sup>s 22(1)</sup> andS 22(1)

Thank you for a copy of the draft terms of engagement.

I have now thought further about my engagement as an individual independent contractor s 22(1)

s 22(1) I am working through your excellent and comprehensive list of possible source materials and will respond separately.

Kind regards  
Susan

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s 22(1)

---

**From:** boothsusan <s 47F(1)>  
**Sent:** Wednesday, 3 December 2025 10:14 AM  
**To:** s 22(1)  
**Subject:** Re: CL review - updates [SEC=OFFICIAL:Sensitive]

**OFFICIAL: Sensitive**

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Thanks <sup>s 22(1)</sup>

Sent from my iPhone

On 3 Dec 2025, at 8:13 am, s 22(1) <s 22(1)> dewr.gov.au> wrote:

**OFFICIAL: Sensitive**

Thanks Susan

We are just having a following discussion with the Office about timing of the review – it may be the option is that we announce appointment this week but the review commences on 15 December

I'll follow up today and come back to you

Regards

<sup>s 22(1)</sup>

**OFFICIAL: Sensitive**

---

**From:** S 47F(1) <s 47F(1)>  
**Sent:** Wednesday, 3 December 2025 12:39 AM  
**To:** S 22(1) <s 22(1)> dewr.gov.au>  
**Cc:** S 22(1) <s 22(1)> dewr.gov.au>  
**Subject:** Re: CL review - updates [SEC=OFFICIAL:Sensitive]

**OFFICIAL: Sensitive**

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear S 22(1)

Thank you for the follow up email.

I now attach the signed contract.

I note the matters we confirmed earlier tonight.

Thanks also for the proposed consultation process and draft time line. It's a great start- perhaps we can talk more about it in the next day or two. I have plenty of time (to work around your Estimates commitments) although I am not available tomorrow evening.

Kind regards

Susan

**OFFICIAL: Sensitive**

---

**From:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Sent:** Tuesday, 2 December 2025 6:46 PM  
**To:** Susan Booth <S 47F(1)>  
**Cc:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; S 22(1); S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Subject:** CL review - updates [SEC=OFFICIAL:Sensitive]

**OFFICIAL: Sensitive**

Hi Susan

Thanks for the chat.

Confirming the following:

1. **Announcement** – we will confirm if announcement will occur on Friday and share draft media release (your approved bio and the terms of reference will be attached to the release)  
S 22(1)



s 22(1)

---

**From:** s 47F(1)  
**Sent:** Wednesday, 3 December 2025 3:59 PM  
**To:** S 22(1)  
**Cc:** S 22(1)  
**Subject:** Re: CL review - updates [SEC=OFFICIAL:Sensitive]  
**Attachments:** Signed page revised 3-12-25.pdf

OFFICIAL: Sensitive

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear S 22(1)  
Revised signing page attached.  
If you want the entire document with "wet signature" I can bring that Monday  
Susan

OFFICIAL: Sensitive

---

**From:** S 22(1) <S 22(1)@dewr.gov.au>  
**Sent:** Wednesday, 3 December 2025 1:56 PM  
**To:** S 47F(1) <S 47F(1)>  
**Cc:** S 22(1) <S 22(1)@dewr.gov.au>  
**Subject:** RE: CL review - updates [SEC=OFFICIAL:Sensitive]

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On this basis, I'd be grateful if you could sign the attached contract which has updated terms of reference which revert to reporting by 15 June 2026. I will countersign for the Commonwealth following your consideration and this will formalise the agreement.

Kind regards

s 22(1)

---

**From:** S 47F(1) <S 47F(1)>  
**Sent:** Wednesday, 3 December 2025 12:39 AM  
**To:** S 22(1) <S 22(1)@dewr.gov.au>

Cc: S 22(1) <S 22(1) dewr.gov.au>  
Subject: Re: CL review - updates [SEC=OFFICIAL:Sensitive]

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S 22(1)

Document 18 pages 76-78 deleted pursuant to section 22(1) of the Freedom of Information Act 1982

Executed as an Agreement

SIGNED for and on behalf of the Commonwealth of Australia represented by the DEPARTMENT EMPLOYMENT AND WORKPLACE RELATIONS ABN 96 584 957 427 by its duly authorised representative:

s 22(1)

Name of authorised representative:

Signature

In the presence of:

Name of witness

Signature of witness

Date:

SIGNED by Susan Booth

s 47F(1)

Signature

In the presence of:

s 47F(1)

s 47F(1)

Name of witness

Signature

Date: 3.12.2015

s 22(1)

---

**From:** s 22(1)  
**Sent:** Wednesday, 3 December 2025 4:33 PM  
**To:** S 47F(1)  
**Cc:** S 22(1) s 22(1)  
**Subject:** RE: CL review - updates [SEC=OFFICIAL:Sensitive]  
**Attachments:** Terms of Engagement - Closing Loopholes Review - 3 Dec version signed.docx;  
Signed page revised 3-12-25.pdf

Hi Susan

Thanks for signing the agreement – please find attached counter-signed page and the terms of engagement.

It's great to have you on board and we look forward to working with you.

I'll be in touch tomorrow about sending you the pre-brief pack and media products. The team is also finalising the draft schedule for next week to get you this week and I will check with S 22(1) tomorrow about accommodation arrangements s 22(1)

Regards

s 22(1)

---

**From:** S 47F(1) <S 47F(1)>  
**Sent:** Wednesday, 3 December 2025 3:59 PM  
**To:** S 22(1) <S 22(1)> dewr.gov.au  
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s 22(1)

Name of authorised representative

Signature

In the presence of:

Name of witness

Signature of witness

Date:

SIGNED by Susan Booth

s 47F(1)

Signature

In the presence of:

s 47F(1)

s 47F(1)

Name of witness

Sign

Date: 3.12.2015



**Australian Government**  
**Department of Employment  
and Workplace Relations**

3 December 2025

Ms Susan Booth  
s 47F(1)

Dear Ms Susan Booth

I refer to correspondence dated 30 November 2025 from the Hon Amanda Rishworth MP, Minister for Employment and Workplace Relations, appointing you as the reviewer for the review of the:

- *Fair Work Legislation Amendment (Closing Loopholes) Act 2023*
- *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024*, and
- the operation of paid leave entitlements in the *Fair Work Amendment (Paid Family and Domestic Violence Leave) Act 2022*.

The attached documents comprise the terms that govern your appointment as between you and the Commonwealth of Australia, represented by the Department of Employment and Workplace Relations (**the Commonwealth**).

The scope of the appointment is described in the Agreement Details in the attached Engagement Agreement.

**Action required**

Please indicate your acceptance of the Engagement Agreement by:

1. signing and dating the Engagement Agreement before a witness, and
2. returning a scan of the signed and dated Engagement Agreement to the Commonwealth within **7 days** after the date of this Letter.

A fully executed scan of the Engagement Agreement will be returned to you upon execution by the Commonwealth.

Yours sincerely

**s 22(1)**

s 22(1)

First Assistant Secretary

Entitlements Safeguards Division, Workplace Relations Group

ENGAGEMENT AGREEMENT

AGREEMENT DETAILS

Item	Cl. ref.	
Parties	-	1. The Commonwealth of Australia represented by the Department of Employment and Workplace Relations ABN 96 584 957 427 ( <b>the Commonwealth</b> )
		2. Ms Susan Booth, s 47F(1) ( <b>the Reviewer</b> )
Engagement	2	<p><b>Nature of appointment</b></p> <p>The Reviewer must undertake a review of the operation of the amendments made by the:</p> <ul style="list-style-type: none"> <li>• <i>Fair Work Legislation Amendment (Closing Loopholes Act) 2023 (Cth) (Closing Loopholes Act),</i></li> <li>• <i>Fair Work Legislation Amendment (Closing Loopholes No. 2 Act) 2023 (Cth) (Closing Loopholes No. 2),</i> and</li> <li>• <i>Fair Work Amendment (Paid Family and Domestic Violence Leave) Act 2022 (Cth) (Family and Domestic Violence Leave Act)</i></li> </ul> <p>in accordance with the Terms of Reference at Schedule 1 (the <b>Review</b>).</p> <p>The Minister for Employment and Workplace Relations (the <b>Minister</b>) has decided that a single review of the Closing Loopholes legislation should be undertaken to provide an efficient and holistic approach to review the operation of the provisions.</p> <p>The Review must commence by 15 December 2025, as section 4 of the Closing Loopholes Act requires the Minister to cause a review of the operation of the amendments to commence by 15 December 2025.</p> <p>Section 4 of the Closing Loopholes Act No. 2 requires the Minister to cause a review of the amendments, including but not limited to the new jurisdictions relating to regulated workers and the right to disconnect, to commence by 27 February 2026.</p> <p>In the Australian Government Response to the Independent Review of the operation of the paid family and domestic violence leave entitlement in the <i>Fair Work Act 2009</i>, the Government committed to further evaluate the operation of the amendments made by the Family and Domestic Violence Leave Act.</p>

		<p>Without limiting the matters that may be considered when conducting the Review, the Review must:</p> <ul style="list-style-type: none"> <li>• consider whether the operation of the amendments is appropriate and effective,</li> <li>• identify any unintended consequences of the amendments,</li> <li>• consider whether further amendments to the <i>Fair Work Act 2009</i>, or any other legislation, are necessary to improve the operation of the amendments or rectify any unintended consequences that are identified, and</li> <li>• further consider the effectiveness of the amendments made by the Family and Domestic Violence Leave Act, as agreed in the <i>Australian Government Response to the Independent Review of the operation of the paid family and domestic violence leave entitlement in the Fair Work Act 2009</i>.</li> </ul> <p>The primary deliverable of the Engagement is a written report to meet the statutory requirements.</p> <p>The Reviewer must meet the following milestones:</p> <ul style="list-style-type: none"> <li>• deliver preliminary findings and draft recommendations to the Minister and the department on or before 15 May 2026; and</li> <li>• deliver a written final report of the Review to the Minister by no later than the date that is 6 months after the day that the Review commences (<b>Final Due Date</b>).</li> </ul> <p>s 22(1)</p> <p><b>Incidental matters</b></p> <p>If incidental materials, services or functions are required in order for the Engagement to be performed (for example, pre-reading or preparation), they will be taken to be included in the scope of the Engagement and will be accommodated as part of the Engagement at no additional cost to the Commonwealth, notwithstanding that they are not specifically set out in this Agreement.</p>
<p><b>Expiry Date</b></p>	<p>3.1</p>	<p>30 June 2026</p>

<p><b>GST</b></p>	<p>4.2</p>	<p>Is the Reviewer a natural person who is not registered for GST?                  Yes [ X ] No [   ]                  If yes, clause 4.2 applies</p>
<p><b>Fees</b></p>	<p>4.1</p>	<p>The Reviewer will be paid Fees based on the actual amount of time they spend on the Engagement, at the rates specified in the 'Rates' item below.                  Notwithstanding the above, the aggregate of all Fees payable by the Commonwealth to the Reviewer under this Agreement will not exceed <b>\$185,000</b>, exclusive of any applicable GST. For the avoidance of doubt, this amount does not include any amounts relating to the cost of travel.</p>
<p><b>Daily Rate</b></p>	<p>4.1 /Fees</p>	<p>The Commonwealth will pay the Reviewer a fixed daily payment based on hours worked on the Engagement, as set out below:                  Full day (over 5 hours)      <b>\$1260</b> (exclusive of any applicable GST)                  s 22(1)                  The Reviewer will not be paid for any work on the Engagement that is less than 0.5 hours in one day.</p>
<p><b>Method of Payment</b></p>	<p>4.1</p>	<p>The Reviewer will be paid monthly in arrears for time spent in the previous month on the Engagement, subject to the terms of the Agreement and receipt of a valid Tax Invoice in accordance with clause 6 below.</p>
<p><b>Superannuation</b></p>	<p>4.6</p>	<p>Will superannuation contributions be payable by the Commonwealth in respect of the Engagement, in addition to the Fees?                  Yes [ ] No [ X ]</p>
<p><b>Travel Arrangements</b></p>	<p>5</p>	<p><b>Is travel applicable?</b>                  Are any travel arrangements or entitlements applicable to the Engagement?                  Yes [ X ] No [   ] (domestic travel only)                  If yes, clause 5 applies. If no, the Reviewer is not entitled to claim any amounts in relation to travel.</p> <hr/> <p><b>Travel Entitlements</b>                  Reimbursement for meals and incidental expenses and will be based on current travel allowance rates as published by the ATO: <i>TD 2025/4 – Income tax: reasonable travel and overtime</i></p>

		<p><i>meal allowance expense amounts for the 2025-26 income year (using rates for salaries \$263,851 or more).</i></p> <p><b>Approval requirements</b></p> <p>The Reviewer must seek the prior approval from the Commonwealth of the proposed travel arrangements and proposed travel expenditure prior to accessing travel entitlements and incurring the costs.</p> <p><b>Arrangements for making travel booking</b></p> <p>The Commonwealth will book the travel and accommodation arrangements for the Reviewer as required for the Reviewer to undertake for the Engagement.</p> <p>The Commonwealth will reimburse reasonable travel, accommodation and incidental expenses associated with travel the Reviewer is required to undertake for the Engagement, as agreed with the Commonwealth prior to the travel being booked.</p> <p>All claims for reimbursements must be supported by receipts or other documentation which clearly substantiate that those expenses were incurred by the Reviewer in accordance with this Agreement, and in accordance with the relevant approvals given by the Commonwealth in respect of those expenses.</p> <p>Reimbursement for travel and accommodation expenses will be based on current travel allowance rates as published by the Australian Taxation Office.</p>
<b>Invoice procedures</b>	6	<p>Tax Invoices will be provided by the Reviewer within 7 days of the last day of the calendar month.</p> <p>Tax Invoices are to be addressed to S 22(1) <a href="mailto:sdo@sd.gov.au">@sdo.gov.au</a>, and copied to S 22(1) <a href="mailto:dewr@dewr.gov.au">@dewr.gov.au</a>.</p> <p>Tax invoices must detail the activities undertaken by the Reviewer during the month and progress of the Engagement.</p>
<b>Insurance</b>	7	<p>The Commonwealth recommends the Reviewer's performance of the Engagement be covered by an appropriate level of insurance for accident, illness and loss of income.</p>
<b>Intellectual Property</b>	10	<p>Clause 10.12 does not apply.</p>
<b>Use of AI Systems</b>	X	<p>(a) <b>AI System</b> means the machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. Different AI Systems vary</p>

		<p>in their levels of autonomy and adaptiveness after deployment.</p> <p>(b) The Reviewer must only use an AI System in their conduct of the Review in accordance with the terms of this Agreement.</p> <p>(c) The Reviewer will advise the Commonwealth in advance of any proposed use of any AI systems in the conduct of the review. This includes for the use of generative AI to generate or create materials (such as sections of the report, stakeholder communications or other public materials), or to review or analyse materials.</p> <p>(d) The Commonwealth may, in its absolute discretion, approve or decline the use of such systems in each circumstance.</p> <p>(e) The Reviewer must not use an AI system to form conclusions or recommendations in the drafting of the report and/or associated materials.</p> <p>(f) The Reviewer is fully responsible for the performance of the Agreement regardless of any use of an AI System at any point in the Review.</p> <p>(g) Where the Reviewer uses an AI System in conducting the Review, they must conduct quality assurance checks on the AI System outputs to ensure they are accurate and reliable.</p> <p>(h) The Reviewer must retain detailed records of the AI System used, the scope of the AI System’s use in conducting the Review, any data collected, processed and stored by the AI System and any systems that the AI System interacts with in connection with delivering the Review.</p> <p>(i) The Reviewer must promptly provide these records to the Commonwealth if asked.</p> <p>(j) The following AI System/s are <b>Banned AI Systems</b>:</p> <ul style="list-style-type: none"> <li>• DeepSeek products, applications and web services.</li> <li>• ChatGPT</li> <li>• Bard AI</li> <li>• Dall-E</li> <li>• Midjourney</li> <li>• Any other AI system that is blocked or restricted by the department.</li> </ul> <p>(k) The Reviewer must ensure that a Banned AI System is not used in the conduct of the Review.</p>
<p><b>Commonwealth Confidential Information</b></p>	<p>11</p>	<p>None specified</p>

<p><b>Security</b></p>	<p>15</p>	<p>Is a security clearance required for the Engagement?</p> <p>Yes [<input checked="" type="checkbox"/>] No [<input type="checkbox"/>]</p> <p>If yes, specify the level of clearance required: <b>Baseline</b></p>
<p><b>Commonwealth Representative</b></p>	<p>28</p>	<p>The Commonwealth Representative is S 22(1) First Assistant Secretary, Entitlements Safeguards Division.</p>
<p><b>Commonwealth's address for notices</b></p>	<p>29</p>	<p>Postal address: GPO Box 9828 Canberra ACT 2601</p> <p>Physical address: 50 Marcus Clarke St Canberra ACT 2600</p> <p>Email address: s 22(1) @dewr.gov.au</p>
<p><b>Reviewer's address for notices</b></p>	<p>29</p>	<p>Postal address: s 47F(1)</p> <p>Physical address: s 47F(1)</p> <p>Email address: s 47F(1)</p>

## PARTIES

---

This Agreement is made between and binds the Parties shown in the Agreement Details.

## CONTEXT

---

This Agreement is made in the following context:

- A. The Australian Government has requested that the Reviewer undertake the Engagement.
- B. This Agreement sets out the terms and conditions on which the Engagement will be undertaken.

## 1. INTERPRETATION

---

1.1 In this Agreement, unless the contrary intention appears, the term:

**Agreement Date** means the date on which the last person executes this Agreement.

**Agreement Material** means all Material supplied, created or collected, or required to be supplied, created or collected, as part of, or for the purpose of, the Engagement under this Agreement. Agreement Material does not include Commonwealth Material.

**Applicable WHS Law** means any applicable occupational health and safety law, including the WHS Act and any corresponding WHS law (as defined in section 4 of the WHS Act).

**Reviewer** means the person identified as such in the Agreement Details table.

**Business Day** means all days except Saturdays, Sundays and public holidays in the Australian Capital Territory.

**Commonwealth Confidential Information** means information of the Commonwealth that:

- (a) is by its nature confidential;
- (b) is identified as such in the Agreement Details or is otherwise designated by the Commonwealth as confidential; or
- (c) the Reviewer knows or ought to know is confidential,

but does not include information which:

- (d) is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligations; or
- (e) has been independently developed or acquired by the Reviewer, as established by written evidence.

**Commonwealth Material** means any Material provided by or on behalf of the Commonwealth to the Reviewer in connection with this Agreement.

**Commonwealth Record** means a "Commonwealth record" as defined in the *Archives Act 1983* (Cth).

**Commonwealth Representative** means the person identified as such in the Agreement Details or such other person as the Commonwealth may appoint from time to time and advise to the Reviewer by notice in writing.

**Daily Rate** has the meaning given to that term in the Agreement Details.

**Eligible Data Breach** has the same meaning as in the Privacy Act.

**Engagement** means the engagement as described in the Agreement Details.

**Expiry Date** has the meaning given to that term in the Agreement Details.

**Fees** means the fees as set out in the Agreement Details.

**Final Due Date** means the date specified in the row titled 'Engagement' in the Agreement Details.

**GST** has the meaning given by the GST Law.

**GST Law** has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Insolvency Event** means the occurrence of an event or circumstance that the Commonwealth considers has or may have an adverse effect on the Reviewer or Reviewer's commercial or financial viability, ability to perform the Engagement or obligations under this Agreement, or the ability of the Commonwealth to enforce its rights under or in connection with this Agreement.

**Intellectual Property or IP** means all present and future rights conferred by statute, common law, equity, in or relating to copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields and includes the rights to the registration of those rights. Intellectual Property does not include Moral Rights or rights to keep information confidential.

**Material** includes documents, equipment, software, goods, information and data stored by any means, but does not include rights in relation to Intellectual Property.

**Method of Payment** has the meaning given to that term in the Agreement Details.

**Moral Rights** means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute that exist, or may come to exist, anywhere in the world.

**Personal Information** has the same meaning as the term 'personal information' in the *Privacy Act 1988* (Cth) and includes 'sensitive information'.

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Review** means the review of the operation of the amendments to the *Fair Work Act 2009* (Cth) and *Fair Work Amendment (Paid Family and Domestic Violence Leave) Act 2022* (Cth) as specified in the row titled 'Engagement' in the Agreement Details.

**Tax Invoice** means an invoice. Where there is a Taxable Supply (as defined in the GST Law), a Tax Invoice must be in the form of a tax invoice complying with the requirements of the GST Law.

**WHS Act** means the *Work Health and Safety Act 2011* (Cth).

1.2 In this Agreement, unless the contrary intention appears:

- (a) words importing a gender include any other gender;
- (b) words in the singular include the plural and words in the plural include the singular;
- (c) clause headings are for convenience reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (d) words importing a person include a partnership and a body whether corporate or otherwise;
- (e) a reference to dollars is a reference to Australian dollars;
- (f) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- (g) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (h) a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form;
- (i) a covenant on the part of two or more persons binds them jointly and severally and a covenant for the benefit of two or more persons is for the benefit of them jointly and severally;
- (j) a reference to any deed, agreement, licence, document or other instrument (including this Agreement) includes a reference to that deed, agreement, licence, document or other instrument as renewed, extended, novated, varied or substituted from time to time;
- (k) where the day on or by which any act, matter or thing is to be done under or pursuant to this Agreement is not a Business Day, the act, matter or thing must be done on the next Business Day; and
- (l) references to clauses are references to clauses of this Agreement.

1.3 A provision of this Agreement will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

## **2. PERFORMANCE OF THE ENGAGEMENT, STANDARDS AND TIMEFRAMES**

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2.1 The Reviewer will perform the Engagement.

2.2 The Engagement must not be subcontracted or performed by any person other than the Reviewer, unless otherwise agreed by the Commonwealth.

### 3. TERM

---

3.1 This Agreement will commence on the later of:

- (a) the Agreement Date; or
- (b) the date upon which the Reviewer provides to the Commonwealth satisfactory evidence of the Reviewer having obtained a security clearance, if one is required under the Agreement Details; and,

subject to earlier termination in accordance with this Agreement, will expire on the Expiry Date (the **Term**).

3.2 The Reviewer may submit a written request to the Commonwealth to extend the Term of this Agreement no later than one (1) month prior to the Expiry Date.

3.3 The Commonwealth may, in its absolute discretion, agree to a request to extend the Term of this Agreement under clause 3.2 for a period of no more than three (3) months, such agreement not to be unreasonably withheld.

### 4. FEES

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4.1 Subject to this Agreement and the provision of a correctly rendered Tax Invoice, if the Reviewer undertakes the Engagement to the satisfaction of the Commonwealth, the Commonwealth will pay the Fees in accordance with the Method of Payment.

#### **Individual not registered for GST**

4.2 If the Agreement Details say that this clause applies:

- (a) the Reviewer represents to the Commonwealth that they are not registered for GST; and
- (b) no GST has been included in the Fees.

#### **Reviewer is a company or an individual operating an enterprise who is registered for GST**

4.3 If the Agreement Details say that this clause applies, the Fees are inclusive of GST.

#### **PAYG taxation**

4.4 The Commonwealth may withhold from amounts payable to the Reviewer the amounts the Commonwealth considers necessary for the Commonwealth to comply with its taxation obligations under Australian taxation legislation. The amounts payable under this Agreement are subject to reduction for any such withholding.

4.5 The amount deducted is determined by Australian tax laws and will depend upon a number of factors including:

- (a) whether or not the Reviewer provides a tax file number; and
- (b) whether or not the Reviewer claims the tax free threshold.

### **Superannuation**

- 4.6 This clause applies if the Agreement Details indicate that Superannuation is payable.
- 4.7 The Commonwealth will make superannuation contributions for the benefit of the Reviewer in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 4.8 The Reviewer must, promptly at the commencement of the Term, provide the Commonwealth with details of a complying superannuation fund into which the Commonwealth may make superannuation payments on behalf of the Reviewer in accordance with this clause 4.6.

### **Amounts otherwise inclusive**

- 4.9 Subject to clause 5, the Fees are inclusive of all other costs of undertaking the Engagement.
- 4.10 The Reviewer and the Reviewer are responsible for all payments and contributions including but not limited to taxes, duties or other Government charges.
- 4.11 The Reviewer and the Reviewer must comply with all applicable taxation laws in relation to payments received from the Commonwealth under this Agreement.
- 4.12 No amounts are payable in relation to leave in connection with the Engagement.

## **5. TRAVEL AND OTHER ALLOWANCES**

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- 5.1 This clause 5 applies if the Agreement Details say that it applies.
- 5.2 Arrangements for booking, payment or reimbursement of travel, accommodation and travel allowances will be in accordance with the Agreement Details.

## **6. INVOICE PROCEDURES**

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- 6.1 The Commonwealth's preferred method of payment is by electronic funds transfer to the bank account notified by you.
- 6.2 The Reviewer must provide Tax Invoices (if applicable) during the Term as specified in the Agreement Details.
- 6.3 Subject to this Agreement, correctly rendered Tax Invoices will be paid within 20 days or, in the case of e-invoicing, within 5 days. If this period ends on a day that is not a Business Day, payment is due on the next Business Day.
- 6.4 Tax Invoices must be addressed to the Commonwealth Representative specified in the Agreement Details and must include the following information:
  - (a) a description of the Engagement;
  - (b) date and name of the Agreement (including the Contract number applied to the Agreement by the Commonwealth (if any));

- (c) the amount invoiced (separately identifying the amount charged as GST and other taxes, interest or other charges);
- (d) a description of all work carried out as part of the Engagement to which the invoice relates, including itemised work for each amount payable;
- (e) information required by Australian law;
- (f) the relevant financial management system reference number as notified by the Commonwealth; and
- (g) any other information as reasonably requested by the Commonwealth.

6.5 Where any money is due to the Commonwealth under this Agreement or any damages, costs, expenses or other amounts are recoverable by the Commonwealth from the Reviewer in consequence of its breach of this Agreement then the Commonwealth may:

- (a) offset them against any other amounts owing by the Commonwealth to the Reviewer under the Agreement; or
- (b) invoice the Reviewer for the amount due.

## **7. INSURANCE**

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- 7.1 The Reviewer is responsible for ensuring that it has and maintains appropriate insurances including those specified in the Agreement Details.
- 7.2 The Reviewer must, on request by the Department, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by clause 7.1.

## **8. CARRYING OUT THE ENGAGEMENT**

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- 8.1 The Reviewer must carry out the Engagement:
  - (a) exercising high professional standards of skill, care and diligence;
  - (b) to ensure that the Engagement achieves its intended purpose, is complete and is performed in a manner that achieves all standards of performance included in or referred to in this Agreement;
  - (c) to ensure that the Commonwealth is fully and accurately informed on all matters which are relevant to the Engagement;
  - (d) to comply with any applicable or relevant Australian standards or, where there are no applicable Australian standards, any other industry standards;
  - (e) to comply with all applicable legal (including statutory and regulatory) and Australian Government policy requirements;
  - (f) to ensure that all obligations (including deadlines) specified in this Agreement are fully satisfied;

- (g) to ensure that all information provided to the Commonwealth, including in reports, documents and other Agreement Material is correct, complete and not misleading in any respect; and
- (h) to ensure that all Agreement Material is neatly and legibly compiled and that it contains adequate information to demonstrate the Engagement undertaken and to support all conclusions, findings and opinions.

**9. NO EMPLOYMENT OR AGENCY**

---

- 9.1 The Reviewer is not, by virtue of this Agreement, an employee, partner or agent of the Commonwealth.
- 9.2 The Reviewer must not represent themselves as being an employee, partner or agent of the Commonwealth.
- 9.3 The Reviewer does not have any authority to incur, and must not incur, any obligation on behalf of the Commonwealth.

**10. AGREEMENT MATERIAL AND COMMONWEALTH MATERIAL**

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- 10.1 The Reviewer acknowledges that all of the Agreement Material is made under the direction and control of the Commonwealth.
- 10.2 Title to and risk in relation to the physical property in Agreement Material passes to the Commonwealth upon delivery of the Agreement Material to the Commonwealth.
- 10.3 Subject to clause 10.4, title to and ownership of all Intellectual Property in all Agreement Material vests immediately upon its creation in the Commonwealth.
- 10.4 Nothing in this clause 10 affects the ownership of Intellectual Property created before this Agreement was executed, or created by a third party for a purpose unrelated to this Agreement.
- 10.5 Where the Reviewer owns material used in relation to the Engagement, the Reviewer grants to the Commonwealth a worldwide, permanent, irrevocable, royalty-free, transferable, non-exclusive licence (including the right of sublicense) to use, reproduce, communicate, publish, modify, adapt and exploit any Intellectual Property in the Agreement Material not owned by the Commonwealth. Title to the Commonwealth Material does not pass to the Reviewer by virtue of any delivery to it or any other action taken under this Agreement.
- 10.6 At the Commonwealth's request, the Reviewer must bring into existence, sign, execute or otherwise deal with any document, which may be necessary to give effect to this clause 10.
- 10.7 Subject to clause 10.12 (if applicable), the Reviewer must ensure that all Commonwealth Material, and any Agreement Material to be provided to the Commonwealth, is used, copied, reproduced or supplied by the Reviewer, and any persons to whom the Reviewer supplies Agreement Material (other than the Commonwealth), only for the purposes of this Agreement.

- 10.8 The Reviewer must keep full and accurate records of the location and development of all Commonwealth Material and Agreement Material and make the records available to the Commonwealth on request.
- 10.9 The Reviewer acknowledges that the Commonwealth may, at any time and without notice, demand either orally or in writing, the destruction or delivery to the Commonwealth of all:
- (a) Commonwealth Material;
  - (b) Agreement Material; or
  - (c) other documents that contain Commonwealth Confidential Information, that may be in the Reviewer's possession or control.
- 10.10 The Reviewer must not breach the Intellectual Property rights of any third party in undertaking the Engagement.
- 10.11 To the extent permitted by law the Reviewer consents to any act or omission by the Commonwealth that would otherwise infringe any Moral Rights in the Agreement Material.
- 10.12 This clause applies if the Agreement Details say it applies:
- (a) the Commonwealth grants to the Reviewer a non-exclusive, royalty-free, non-transferable perpetual license to use Intellectual Property in Agreement Material for non-commercial research purposes; and
  - (b) the Reviewer will obtain the Commonwealth's prior written permission before publishing Agreement Material.

## **11. DISCLOSURE OF INFORMATION**

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- 11.1 Except as specified in clause 11.2, or with the prior consent of the Commonwealth, the Reviewer and the Reviewer must not make public or disclose to any person other than the Commonwealth any Commonwealth Confidential Information.
- 11.2 Clause 11.1 does not apply to disclosures made by the Reviewer:
- (a) to the extent required by law, or as required by any government or governmental body, authority or agency;
  - (b) to disclosures to legal advisors to the extent necessary to obtain advice in relation to rights under this Agreement,
- but in each case of disclosure, it must give the Commonwealth sufficient notice of any proposed disclosure to enable the Commonwealth to seek a protective order or other remedy to prevent the disclosure.
- 11.3 The Reviewer must ensure that Commonwealth Confidential Information is protected against loss, unauthorised access, use, modification, disclosure, or other misuse.

- 11.4 The Reviewer must not transfer Commonwealth Confidential Information outside Australia, or allow persons outside Australia to have access to it, without the prior written approval of the Commonwealth.

## 12. MEDIA

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- 12.1 The Reviewer shall not engage with any media outlet, journalist, or public platform (including social media) regarding the subject matter of the Review, its process, findings, or outcomes without the prior written consent of the Commonwealth. This includes, but is not limited to, interviews, press releases, opinion pieces, or any public commentary. The Reviewer agrees to refer all media inquiries to the Commonwealth and to maintain confidentiality in accordance with this Agreement.

## 13. PRIVACY

---

- 13.1 Except as set out in clause 1313.2, or with the written permission of the Commonwealth Representative, with respect to all Personal Information that it has access to or collects in or in relation to the performance of this Agreement, the Reviewer must:
- (a) not do any act or engage in any practice that would breach the Privacy Act if done or engaged in by the Commonwealth;
  - (b) not access, use, disclose, publish, communicate or retain, or otherwise deal with the Personal Information in any way, except for the purpose of:
    - (i) performing the Agreement; or
    - (ii) complying with the Privacy Act;
  - (c) implement all reasonable measures to meet the requirements of this clause 13;
  - (d) cooperate with any reasonable demands or enquiries made by the Privacy Commissioner or the Commonwealth, including in the investigation of any complaints;
  - (e) immediately notify the Commonwealth Privacy Representative if it becomes aware that a disclosure of such Personal Information may be required by law, or when it becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach and provide a written report in relation to such breach or suspected breach within 3 Business Days;
  - (f) in the event of a breach of privacy obligations under this clause 13, take steps to limit any further unauthorised access to the relevant Personal Information or the possible compromise of other Personal Information;
  - (g) ensure that any person who obtains access from the Reviewer to any Personal Information in respect of which it has obligations under the Privacy Act or this clause 13 signs a confidentiality declaration in a form acceptable to the Commonwealth, if required by the Commonwealth, prior to the access;
  - (h) take all reasonable measures to ensure that such Personal Information is protected against loss, unauthorised access, use, modification, disclosure or other misuse and to mitigate the risk of an Eligible Data Breach causing serious

harm to any of the individuals to whom it relates. For the avoidance of doubt, Personal Information must not be used for, or in any way relating to, any direct marketing purpose;

- (i) not transfer such Personal Information outside Australia, or allow parties outside Australia to have access to it, without the prior approval of the Commonwealth;
- (j) notify the Commonwealth Representative of, and cooperate with the Commonwealth in the resolution of, any complaint alleging an interference with privacy; and
- (k) upon written notice from the Commonwealth destroy or permanently de-identify any Personal Information as soon as practicable after it is no longer required for the purpose for which it was originally collected.

13.2 The Reviewer must:

- (a) refer any requests for access by third parties to Personal Information to the Commonwealth Representative; and
- (b) assist the Commonwealth, if requested to do so, to enable any person, on request, to ascertain in respect of Personal Information:
  - (i) whether the Reviewer has possession or control of any records that contain such information;
  - (ii) the nature of the information;
  - (iii) the main purposes for which the Reviewer uses the information; and
  - (iv) the steps the person should take if the person wishes to obtain access to the information.

13.3 The Reviewer's obligations in this Agreement (including this clause 13) are in addition to its obligations under the Privacy Act.

## 14. CONFLICT OF INTEREST

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14.1 For the purposes of this clause 14, a **Conflict of Interest** would include any circumstances where, due to:

- (a) outside employment or association;
- (b) any publicly held position or view; or
- (c) any other direct or indirect relationship or interest (whether personal, financial or otherwise),

the Reviewer is or may reasonably be perceived to be, unable to discharge its obligations or duties in relation to the Engagement in an objective and independent manner to the best of its ability. There need not be an actual conflict for a perception of one to be formed by a reasonable person.

- 14.2 The Reviewer warrants that, having made all reasonable enquiries, at the date of entering into this Agreement, no Conflict of Interest exists or is likely to arise in the Reviewer's performance of the Engagement, which has not already been advised to the Commonwealth in writing and consented to by the Commonwealth.
- 14.3 The Reviewer agrees to:
- (a) use its best endeavours to ensure that a situation does not arise that may result in a Conflict of Interest arising during the Engagement;
  - (b) notify the Commonwealth if it becomes aware of any Conflict of Interest or potential Conflict of Interest, while the Reviewer undertakes the Engagement; and
  - (c) comply with all directions given by the Commonwealth for dealing with any Conflict of Interest.
- 14.4 If the Reviewer is unable or unwilling to resolve or deal with the Conflict of Interest as required, the Commonwealth may terminate this Agreement in accordance with clause 22.

## 15. SECURITY

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- 15.1 The Reviewer must comply with all relevant security requirements specified in any policy which forms part of the Commonwealth's Protective Security Policy Framework as amended from time to time.
- 15.2 The Reviewer must perform its obligations under this Agreement and the Reviewer must perform the Engagement in accordance with security requirements notified by the Commonwealth from time to time in its absolute discretion, which may include a requirement for the Reviewer to obtain security clearances if specified in the Agreement Details.
- 15.3 If any breach of any security requirement occurs then, without limiting the Commonwealth's rights under this Agreement, the Reviewer must comply with any reasonable directions of the Commonwealth in order to rectify the issue and prevent further issues. If the Reviewer is unable or unwilling to resolve or deal with a breach of a security requirement, including the maintenance of a security clearance if required, the Commonwealth may terminate this Agreement in accordance with clause 22.
- 15.4 The Reviewer must:
- (a) take reasonable steps to inform itself of the security requirements; and
  - (b) advise the Commonwealth promptly in writing of any relevant circumstances that, in its reasonable opinion, might affect any authorisation or security clearance provided.

## 16. ACCESS TO PREMISES AND RECORDS

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- 16.1 The Reviewer must grant, at all reasonable times, access to premises, records, accounts and other financial material or Material relevant to this Agreement, including

the Commonwealth Material and Agreement Material, however and wherever stored or located, in the custody, possession or control of the Reviewer to:

- (a) the Commonwealth or any persons authorised in writing by the Commonwealth; and
- (b) the Commonwealth Auditor-General, the Commonwealth Ombudsman, the Privacy Commissioner, or their delegates,

for the purposes of performing their respective statutory functions and/or for inspection and/or copying.

- 16.2 The Reviewer must make available on request, and at no expense to the Commonwealth, such facilities as necessary to enable a legible reproduction of the Material referred to in clause 16.1 to be created.

## 17. AUDIT REQUIREMENTS

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- 17.1 An audit of all or any part of this Agreement and its performance may be undertaken at any time by the Commonwealth or its nominee.
- 17.2 The Reviewer must participate cooperatively in audits of this Agreement at the frequency and in relation to the matters specified by the Commonwealth, including on an ad hoc basis if requested by the Commonwealth, for the purpose of ensuring that this Agreement is being properly performed and administered. The Commonwealth may appoint an independent person to assist in the audits.
- 17.3 Each party must bear its own costs of any audits.

## 18. ARCHIVES ACT 1983

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- 18.1 The Reviewer must not destroy or arrange for, nor effect, a transfer of custody or ownership of any Commonwealth Record without the prior written approval of the Commonwealth, or the National Archives of Australia.
- 18.2 Where the Commonwealth and the National Archives of Australia authorise the destruction or transfer of custody of a Commonwealth Record by or to the Reviewer, the Reviewer must comply in every respect with the requirements of the *Archives Act 1983* (Cth) or guidelines issued by National Archives of Australia.
- 18.3 The Reviewer must comply with any direction given by the Commonwealth for the purpose of transferring Commonwealth records to the National Archives of Australia or providing the National Archives of Australia with full and free access to Commonwealth Records.

## 19. NOTIFICATION OF SIGNIFICANT EVENTS

---

- 19.1 In this clause 19, **Significant Event** means:
- (a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of

the Reviewer or its officers, employees, agents or subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or

- (b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Reviewer or its officers, employees, agents or subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.
- 19.2 The Reviewer must immediately issue the Commonwealth a notice on becoming aware of a Significant Event.
- 19.3 The notice issued under clause 19.2 must provide a summary of the Significant Event, including the date that it occurred and whether any other personnel engaged in connection with the Engagement were involved.
- 19.4 The Commonwealth may notify the Reviewer in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Reviewer must issue a notice under clause 19.2 in relation to the event within 3 Business Days of being notified by the Commonwealth.
- 19.5 Where reasonably requested by the Commonwealth, the Reviewer must provide the Commonwealth with any additional information regarding the Significant Event within 3 Business Days of the request.
- 19.6 If requested by the Commonwealth, the Reviewer must prepare a draft remediation plan and submit that draft plan to the Commonwealth for approval within 10 Business Days of the request.
- 19.7 A draft remediation plan prepared by the Reviewer under clause 19.6 must include the following information:
- (a) how the Reviewer will address the Significant Event in the context of the Engagement, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Engagement or compliance by the Reviewer with its other obligations under this Agreement;
  - (b) how the Reviewer will ensure events similar to the Significant Event do not occur again; and
  - (c) any other matter reasonably requested by the Commonwealth.
- 19.8 The Commonwealth will review the draft remediation plan and either approve the draft remediation plan or provide the Reviewer with the details of any changes that are required. The Reviewer must make any changes to the draft remediation plan reasonably requested by the Commonwealth and resubmit the draft remediation plan to the Commonwealth for approval within 3 Business Days of the request unless a different timeframe is agreed in writing by the Commonwealth. This clause 19.8 will apply to any resubmitted draft remediation plan.
- 19.9 Without limiting its other obligations under this Agreement, the Reviewer must comply with the remediation plan as approved by the Commonwealth. The Reviewer agrees to provide reports and other information about the Reviewer's progress in implementing the remediation plan as reasonably requested by the Commonwealth.

19.10 A failure by the Reviewer to comply with its obligations under this clause 19 will entitle the Commonwealth to terminate this Agreement in accordance with clause 22.1. The Commonwealth's rights under this clause 19 are in addition to and do not otherwise limit any other rights the Commonwealth may have under this Agreement. The performance by the Reviewer of its obligations under this clause 19 will be at no additional cost to the Commonwealth.

## **20. COMPLIANCE WITH THE COMMONWEALTH SUPPLIER CODE OF CONDUCT**

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For the purposes of this clause 20, **Commonwealth Supplier Code of Conduct** or **Code** means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.

20.1 The Reviewer must comply with, and ensure that its officers, employees, agents and subcontractors comply with, the Code in connection with the performance of this Contract.

20.2 The Reviewer must:

- (a) periodically monitor and assess its, and its officers', employees', and agents' compliance with the Code; and
- (b) on request from the Commonwealth, promptly provide information regarding:
  - (i) the policies, frameworks, or systems it has established to monitor and assess compliance with the Code, and
  - (ii) the Reviewer's compliance with clause 20.1.

20.3 The Reviewer must immediately issue the Commonwealth a Notice on becoming aware of any breach of clause 20.1. The Notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.

20.4 Where the Commonwealth identifies a possible breach of clause 20.1, it may issue the Reviewer a Notice, and the Reviewer must, within three (3) Business Days of receiving the Notice, either:

- (a) where the Reviewer considers a breach has not occurred: advise the Commonwealth that there has not been a breach and provide information supporting that determination; or
- (b) where the Reviewer considers that a breach has occurred: issue a Notice under clause 20.3 and otherwise comply with its obligations under this clause 20.

20.5 Notwithstanding clause 20.4, a Commonwealth may notify the Reviewer in writing that it considers that the Reviewer has breached clause 20.1, in which case the Reviewer must issue a Notice under clause 20.3 and otherwise comply with its obligations under this clause 20.

20.6 A failure by the Reviewer to comply with its obligations under any part of this clause will entitle the Commonwealth to terminate this Agreement in accordance with clause 22.1.

- 20.7 Nothing in this clause or the Code limits, reduces, or derogates from the Reviewer's other obligations under the Contract. The Commonwealth's rights under this clause are in addition to and do not otherwise limit any other rights the Commonwealth may have under the Contract. The performance by the Reviewer of its obligations under this clause will be at no additional cost to the Commonwealth.
- 20.8 The Reviewer agrees that the Commonwealth or any other Commonwealth agency may take into account the Reviewer's compliance with the Code in any future approach to market or procurement process.

## **21. TERMINATION, REDUCTION OR AMENDMENT TO SCOPE WITHOUT DEFAULT**

---

- 21.1 The Commonwealth may terminate this Agreement, or reduce or amend the scope of the Engagement upon notice in writing to the Reviewer.
- 21.2 A notice issued in accordance with clause 21.1 may provide that termination, reduction or amendment is to be effective:
- (a) immediately; or
  - (b) on any date subsequent to the date the notice is provided in writing to the Reviewer
- (the **Effective Date**).
- 21.3 If this Agreement is terminated under clause 21.1, the Commonwealth is liable only for payment of Fees for work performed in carrying out the Engagement before the Effective Date of termination as set out in the notice, provided that such work has been rendered in accordance with this Agreement and the Reviewer is not otherwise in breach of this Agreement.
- 21.4 If the Commonwealth, acting in good faith, issues a notice of reduction in scope under clause 21.1, the scope will be reduced in accordance with, and with effect from the date of, the notice and the Reviewer will comply with any reasonable directions given by the Commonwealth in connection with the reduction in scope.
- 21.5 If the Commonwealth issues a notice in accordance with clause 21.1, it will pay the Reviewer for Services performed before the date of the termination or reduction.

## **22. TERMINATION FOR DEFAULT**

---

- 22.1 Without prejudice to its rights at common law or under any statute, the Commonwealth may by notice to the Reviewer, terminate this Agreement if:
- (a) an Insolvency Event occurs in respect of the Reviewer;
  - (b) the Commonwealth is entitled to terminate this Agreement in accordance with clauses 22.2, 22.3 or 22.4;
  - (c) the Reviewer fails to comply with clause 19 or clause 20; or
  - (d) the Reviewer fails to commence performance of this Agreement, or to proceed at a rate of progress, so as to ensure the due and proper performance of this Agreement.

22.2 Subject to clause 22.3, if:

- (a) the Reviewer breaches this Agreement; and
- (b) in the Commonwealth's sole and absolute opinion, a breach is capable of being remedied,

the Commonwealth will give the Reviewer 15 Business Days in which to remedy the breach. If after 15 Business Days the breach is not remedied to the satisfaction of the Commonwealth, then the Commonwealth may terminate this Agreement under this clause 22.

22.3 If the Reviewer commits three or more breaches of this Agreement, the Commonwealth is not required to give it 15 Business Days to remedy the breach under clause 22.2, and may immediately terminate this Agreement under this clause 22.

22.4 If:

- (a) the Reviewer breaches this Agreement; and
- (b) the Commonwealth determines under clause 22.2 that a breach is not capable of being remedied,

the Commonwealth may immediately terminate this Agreement under this clause 22.

### **23. TERMINATION BY THE REVIEWER**

---

23.1 The Reviewer may only terminate this Agreement by giving at least 5 Business Days' notice to the Commonwealth and only if:

- (a) the Commonwealth has not paid a correctly rendered invoice and has not notified the Reviewer that it disputes the charges specified under an invoice within 60 days of receipt of that invoice; and
- (b) the Reviewer has given the Commonwealth:
  - (i) a first notice 30 days after the due date of the invoice, specifying the failure to pay and giving the Commonwealth at least 30 days to pay the invoice; and
  - (ii) a second notice 15 days after the first notice, referring to the first notice and giving the Commonwealth at least 15 days to pay the invoice; or
- (c) the Reviewer has submitted notice to the Commonwealth that it wishes to relinquish the appointment which is the subject of this Agreement due to illness or for specific reasons set out in the notice.

### **24. TRANSITION OUT**

---

24.1 In the event of termination or expiration of this Agreement for any reason, the Reviewer must:

- (a) cease access to and use of the Commonwealth's systems, Agreement Material and Commonwealth Material;

- (b) at the Commonwealth's direction, either return or destroy all:
  - (i) Commonwealth Material;
  - (ii) Agreement Material; or
  - (iii) other documents that contain Commonwealth Confidential Information, that may be in the Reviewer's possession or control;
- (c) where requested by the Commonwealth deliver to the Commonwealth a statutory declaration made by the Reviewer declaring that to the best of their information and belief (after having made proper inquiries) they have not retained any of the Material specified in clause 24.1(b); and
- (d) comply with all other obligations in this Agreement, including those relating to Commonwealth Material and Agreement Material.

24.2 The following clauses will survive the expiration or termination of this Agreement:

- (a) clause 7 (Insurance);
- (b) clause 11 (Disclosure of Information);
- (c) clause 13 (Privacy);
- (d) clause 15 (Security);
- (e) clause 16 (Access to Premises and Records);
- (f) clause 17 (Audit Requirements);
- (g) this clause 24 (Transition Out); and
- (h) clause 32 (Applicable Law),

as well as any other provision which by its nature is intended, either expressly or implicitly, to survive the expiration or termination of this Agreement.

## 25. WARRANTIES

---

25.1 The Reviewer warrants that:

- (a) it is duly authorised to enter into, perform and observe its obligations under this Agreement;
- (b) its execution of this Agreement is valid and binding on it; and
- (c) it is not entering into this Agreement as a trustee for any trust.

## 26. COMPLIANCE WITH DIRECTIONS

---

26.1 In undertaking the Engagement, the Reviewer must comply with:

- (a) all reasonable and lawful directions and instructions issued by the Commonwealth, whether they are issued with respect to the Engagement or any

other matter which the Commonwealth considers may be reasonably relevant to the Engagement;

- (b) all relevant legislation, codes of practice and national standards relating to work health and safety; and
- (c) all applicable policies and procedures relating to work health and safety, including those that apply to the Commonwealth's premises when using those premises.

26.2 In the event of any inconsistency between any of the legislation, codes, standards, policies or procedures referred to in clause 26.1, the Reviewer will comply with the requirements that produce the highest level of health and safety.

## **27. PUBLIC ANNOUNCEMENTS**

---

27.1 The Reviewer must not make any public announcement or make any representation to any media representative about or concerning this Agreement or the Commonwealth without the prior written consent of the Commonwealth, which consent may be given subject to such conditions as the Commonwealth in its absolute discretion thinks fit.

## **28. COMMONWEALTH REPRESENTATIVE**

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28.1 The Commonwealth Representative is responsible for supervision of this Agreement on behalf of the Commonwealth and has authority to issue and receive any written notices under this Agreement.

## **29. ADDRESSES FOR NOTICES**

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29.1 Unless the Reviewer advises the Commonwealth Representative of another address for notice, the Commonwealth will issue any notices or other communications for the Reviewer's attention to the Reviewer's address as listed in the Agreement Details

29.2 Unless the Commonwealth Representative advises the Reviewer of another address for notice, the Reviewer will issue any notices or other communications for the Commonwealth's attention to its address as listed in the Agreement Details.

## **30. ASSIGNMENT**

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30.1 The Reviewer must not assign, in whole or in part, its rights or obligations under this Agreement without the prior written consent of the Commonwealth.

## **31. ENTIRE AGREEMENT AND VARIATION**

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31.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, statements, communications, negotiations, arrangements, understandings and agreements, either oral or written, between the parties with respect to the subject matter of this Agreement.

31.2 No agreement or understanding that varies or extends this Agreement will be legally binding upon either party unless in writing and signed by both parties.

31.3 If any provision of this Agreement is invalid or not enforceable in accordance with its terms, other provisions, which are self-sustaining and capable of separate enforcement with regard to the invalid or unenforceable provision are, and continue to be, valid and enforceable in accordance with their terms.

**32. APPLICABLE LAW**

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32.1 This Agreement will be governed by the laws for the time being in force in the Australian Capital Territory and the parties agree to submit to the jurisdiction of the courts of that jurisdiction.

32.2 The Reviewer must ensure that the work done under this Agreement complies with the laws from time to time in force in the State or Territory in which the Engagement, or any part thereof, is to be carried out.

**Executed as an Agreement**

SIGNED for and on behalf of the )  
Commonwealth of Australia )  
represented by the **DEPARTMENT** )  
**EMPLOYMENT AND WORKPLACE** )  
**RELATIONS ABN 96 584 957 427** by its )  
**duly authorised representative:** )

s 22(1)

\_\_\_\_\_  
*Name of authorised representative*

\_\_\_\_\_  
*Signature*

In the presence of:

\_\_\_\_\_  
*Name of witness*

\_\_\_\_\_  
*Signature of witness*

*Date:*

SIGNED by **Susan Booth** )  
 )  
 )

\_\_\_\_\_  
*Signature*

In the presence of:

\_\_\_\_\_  
*Name of witness*

\_\_\_\_\_  
*Signature of witness*

*Date:*

## SCHEDULE 1 TERMS OF REFERENCE

# Closing Loopholes Review

## Terms of Reference

### Context

During the 47<sup>th</sup> Parliament (2022–2025), the Australian Government secured the passage of significant reforms to Australia's workplace relations laws to close loopholes and improve fairness and safety in the workplace.

The *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* (Closing Loopholes Act) and *Fair Work Legislation Amendment (Closing Loopholes No.2) Act 2024* (Closing Loopholes No. 2 Act) were passed by the Parliament and received Royal Assent on 14 December 2023 and 26 February 2024 respectively. A list of the measures in this legislation is at **Attachment A**.

The *Fair Work Amendment (Paid Family and Domestic Violence Leave) Act 2022* (Family and Domestic Violence Leave Act) provides ten days paid family and domestic violence leave in a 12-month period for full-time, part-time and casual employees.

### Statutory Review

The Closing Loopholes Act and the Closing Loopholes No. 2 Act (the Closing Loopholes legislation) require the Minister for Employment and Workplace Relations to initiate a statutory review to be undertaken within 2 years of commencement.

- Section 4 of the Closing Loopholes Act requires the Minister to cause a review of the operation of the amendments made by the Act to commence by 15 December 2025.
- Section 4 of the Closing Loopholes No. 2 Act requires the Minister to cause a review of the amendments made by the Act, including but not limited to the new jurisdictions relating to regulated workers and the right to disconnect to commence by 27 February 2026.

Both Acts require that:

- the persons who conduct the review must give the Minister a written report of the review within 6 months of the commencement of the review
- the Minister must cause a copy of the report of the review to be tabled in each House of the Parliament within 15 sitting days after the Minister receives it.

The Family and Domestic Violence Leave Act was reviewed in line with its statutory requirements in 2024, and in its response to that review the government committed to further review of the Act.

### Conduct of the review

The Government has decided the statutory reviews of the Closing Loopholes legislation will be conducted together as a joint review (the Closing Loopholes Review). The review will also cover the

Family and Domestic Violence Leave Act as agreed in the *Australian Government Response to the Independent Review of the operation of the paid family and domestic violence leave entitlement in the Fair Work Act 2009 (Cth)*.

The Closing Loopholes Review will be led by an independent reviewer appointed by the Minister for Employment and Workplace Relations (the Minister). The Department of Employment and Workplace Relations will provide secretariat support to the review.

The Closing Loopholes Review will commence by 15 December 2025. Without limiting the matters that may be considered, the review must:

- consider whether the operation of the amendments is appropriate and effective
- identify any unintended consequences of the amendments
- consider whether further amendments to the *Fair Work Act 2009*, or any other legislation, are necessary to improve the operation of the amendments or rectify any unintended consequences that are identified.

The review must also further consider the effectiveness of the amendments made by the Family and Domestic Violence Leave Act, taking into account the 2024 independent statutory review of this Act which found that while the entitlement is operating as intended, more time was needed for employers and employees to experience the existing entitlement before further calls for reform were progressed.

The review must provide a document setting out preliminary findings and draft recommendations to the Minister on or before 15 May 2026. The preliminary findings and draft recommendations/draft report are to be published for stakeholder comment. A final Report is to be delivered to the Minister on or before 15 June 2026.

In conducting the Closing Loopholes Review, the reviewer will consider any relevant qualitative and quantitative research.

The review must be informed by stakeholder perspectives, which may include expert advice, and stakeholders must be given an opportunity to provide submissions and evidence on the matters to be considered by the review. Submissions to the review will be published where appropriate, or unless parties request that their submissions remain confidential.

The final Report must detail the reviewer's findings and recommendations about each of the matters to be considered by the review.

## Publication

The Minister must cause a copy of the report of the review to be tabled in each House of the Parliament within 15 sitting days after the Minister receives the report.

## Attachment A: Measures contained in Closing Loopholes legislation

### Closing Loopholes Act

- Compliance and enforcement: Criminalising wage theft
- Regulated labour hire arrangement orders (Closing the labour hire loophole)
- Enhancing delegates' rights
- Provide stronger protections against discrimination, adverse action and harassment
- Addressing anomalous consequences of the small business redundancy exemption in insolvency contexts
- Conciliation conference orders
- Entry to assist Health and Safety Representatives
- Amendments to *Asbestos Safety and Eradication Agency Act 2013*
- Amendments to the *Safety Rehabilitation and Compensation Act 1988*
- Industrial manslaughter and other work, health and safety reforms

### Closing Loopholes No. 2 Act

- Extend the powers of the Fair Work Commission to set minimum standards for 'employee-like' workers
- Allow the Fair Work Commission to set minimum standards to ensure the road transport industry is safe, sustainable and viable
- Give workers the right to challenge unfair contractual terms
- Amending the definition of casual employee and providing the employee choice pathway
- Compliance and enforcement: Civil penalties and sham contracting
- Meaning of 'employee' and 'employer' in the *Fair Work Act 2009*
- Enabling multiple franchisees to access the single enterprise agreement stream
- Strengthening right of entry to investigate underpayments
- Fair Work Commission preparing enterprise agreement model terms
- Transitioning from multi-enterprise agreements
- Repeal de-merger from registered organisations amalgamation provisions
- Workplace determinations
- Right to disconnect

s 22(1)

---

**From:** s 22(1)  
**Sent:** Thursday, 4 December 2025 7:02 PM  
**To:** s 47F(1)  
**Cc:** s 22(1) s 22(1)  
**Subject:** RE: Closing Loopholes review - signed contract confirmation [SEC=OFFICIAL:Sensitive]

Thanks Susan for your confirmation.

Regards

s 22(1)

---

**From:** S 47F(1) <S 47F(1)>  
**Sent:** Thursday, 4 December 2025 7:01 PM  
**To:** S 22(1) <S 22(1)@dewr.gov.au>  
**Cc:** S 22(1) <S 22(1)@dewr.gov.au>; S 22(1) <S 22(1)@dewr.gov.au>  
**Subject:** Re: Closing Loopholes review - signed contract confirmation [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear S 22(1)

I confirm that I accept the attached and signed contract as a fully executed version.

Regards

Susan Booth

OFFICIAL: Sensitive

---

**From:** S 22(1) <S 22(1)@dewr.gov.au>  
**Sent:** Thursday, 4 December 2025 10:57 AM  
**To:** Susan Booth <S 47F(1)>  
**Cc:** S 22(1) <S 22(1)@dewr.gov.au>; S 22(1) <S 22(1)@dewr.gov.au>  
**Subject:** Closing Loopholes review - signed contract confirmation [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Hi Susan

Thank you for sending us the signed execution page of the contract signed and dated 3 December 2025.

We've compiled the attached full version of the contract with the signed page 27.

Given that we have only exchanged execution pages, we thought it important to ensure that both you and the department confirm that the attached, fully signed version reflects the final executed contract.

Could you kindly confirm via return email that you accept the attached as the fully executed version for our records?

Regards,<sup>s 22(1)</sup>

First Assistant Secretary

Entitlements Safeguards Division  
Australian Government Department of Employment and Workplace Relations  
Phone S 22(1) | Mobile S 22(1)  
S 22(1) [dewr.gov.au](http://dewr.gov.au)

The Department of Employment and Workplace Relations acknowledges the traditional owners and custodians of country throughout Australia and their continuing waters and community. We pay our respects to them and their cultures, and Elders past, present and emerging.

**OFFICIAL: Sensitive**

Notice:

The information contained in this email message and any attached files may be confidential information, and may also be the subject of legal professional privilege. If you are not the intended recipient any use, disclosure or copying of this email is unauthorised. If you received this email in error, please notify the sender by contacting the department's switchboard on 1300 488 064 during business hours (8:30am - 5pm Canberra time) and delete all copies of this transmission together with any attachments.



**Australian Government**  
**Department of Employment  
and Workplace Relations**

3 December 2025

Ms Susan Booth  
s 47F(1)

Dear Ms Susan Booth

I refer to correspondence dated 30 November 2025 from the Hon Amanda Rishworth MP, Minister for Employment and Workplace Relations, appointing you as the reviewer for the review of the:

- *Fair Work Legislation Amendment (Closing Loopholes) Act 2023*
- *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024*, and
- the operation of paid leave entitlements in the *Fair Work Amendment (Paid Family and Domestic Violence Leave) Act 2022*.

The attached documents comprise the terms that govern your appointment as between you and the Commonwealth of Australia, represented by the Department of Employment and Workplace Relations (**the Commonwealth**).

The scope of the appointment is described in the Agreement Details in the attached Engagement Agreement.

**Action required**

Please indicate your acceptance of the Engagement Agreement by:

1. signing and dating the Engagement Agreement before a witness, and
2. returning a scan of the signed and dated Engagement Agreement to the Commonwealth within **7 days** after the date of this Letter.

A fully executed scan of the Engagement Agreement will be returned to you upon execution by the Commonwealth.

Yours sincerely

A rectangular box with a light grey background, used to redact the signature of the official.

First Assistant Secretary

Entitlements Safeguards Division, Workplace Relations Group

**ENGAGEMENT AGREEMENT**

**AGREEMENT DETAILS**

Item	Cl. ref.	
Parties	-	1. The Commonwealth of Australia represented by the Department of Employment and Workplace Relations ABN 96 584 957 427 ( <b>the Commonwealth</b> )
		2. Ms Susan Booth, s 47F(1) ( <b>the Reviewer</b> )
Engagement	2	<p><b>Nature of appointment</b></p> <p>The Reviewer must undertake a review of the operation of the amendments made by the:</p> <ul style="list-style-type: none"> <li>• <i>Fair Work Legislation Amendment (Closing Loopholes Act) 2023 (Cth) (Closing Loopholes Act),</i></li> <li>• <i>Fair Work Legislation Amendment (Closing Loopholes No. 2 Act) 2023 (Cth) (Closing Loopholes No. 2),</i> and</li> <li>• <i>Fair Work Amendment (Paid Family and Domestic Violence Leave) Act 2022 (Cth) (Family and Domestic Violence Leave Act)</i></li> </ul> <p>in accordance with the Terms of Reference at Schedule 1 (<b>the Review</b>).</p> <p>The Minister for Employment and Workplace Relations (<b>the Minister</b>) has decided that a single review of the Closing Loopholes legislation should be undertaken to provide an efficient and holistic approach to review the operation of the provisions.</p> <p>The Review must commence by 15 December 2025, as section 4 of the Closing Loopholes Act requires the Minister to cause a review of the operation of the amendments to commence by 15 December 2025.</p> <p>Section 4 of the Closing Loopholes Act No. 2 requires the Minister to cause a review of the amendments, including but not limited to the new jurisdictions relating to regulated workers and the right to disconnect, to commence by 27 February 2026.</p> <p>In the Australian Government Response to the Independent Review of the operation of the paid family and domestic violence leave entitlement in the <i>Fair Work Act 2009</i>, the Government committed to further evaluate the operation of the amendments made by the Family and Domestic Violence Leave Act.</p>

		<p>Without limiting the matters that may be considered when conducting the Review, the Review must:</p> <ul style="list-style-type: none"> <li>• consider whether the operation of the amendments is appropriate and effective,</li> <li>• identify any unintended consequences of the amendments,</li> <li>• consider whether further amendments to the <i>Fair Work Act 2009</i>, or any other legislation, are necessary to improve the operation of the amendments or rectify any unintended consequences that are identified, and</li> <li>• further consider the effectiveness of the amendments made by the Family and Domestic Violence Leave Act, as agreed in the <i>Australian Government Response to the Independent Review of the operation of the paid family and domestic violence leave entitlement in the Fair Work Act 2009</i>.</li> </ul> <p>The primary deliverable of the Engagement is a written report to meet the statutory requirements.</p> <p>The Reviewer must meet the following milestones:</p> <ul style="list-style-type: none"> <li>• deliver preliminary findings and draft recommendations to the Minister and the department on or before 15 May 2026; and</li> <li>• deliver a written final report of the Review to the Minister by no later than the date that is 6 months after the day that the Review commences (<b>Final Due Date</b>).</li> </ul> <p>s 22(1)</p> <p><b><i>Incidental matters</i></b></p> <p>If incidental materials, services or functions are required in order for the Engagement to be performed (for example, pre-reading or preparation), they will be taken to be included in the scope of the Engagement and will be accommodated as part of the Engagement at no additional cost to the Commonwealth, notwithstanding that they are not specifically set out in this Agreement.</p>
<p><b>Expiry Date</b></p>	<p>3.1</p>	<p>30 June 2026</p>

<b>GST</b>	4.2	<p>Is the Reviewer a natural person who is not registered for GST?</p> <p>Yes [X] No [ ]</p> <p>If yes, clause 4.2 applies</p>
<b>Fees</b>	4.1	<p>The Reviewer will be paid Fees based on the actual amount of time they spend on the Engagement, at the rates specified in the 'Rates' item below.</p> <p>Notwithstanding the above, the aggregate of all Fees payable by the Commonwealth to the Reviewer under this Agreement will not exceed <b>\$185,000</b>, exclusive of any applicable GST. For the avoidance of doubt, this amount does not include any amounts relating to the cost of travel.</p>
<b>Daily Rate</b>	4.1 /Fees	<p>The Commonwealth will pay the Reviewer a fixed daily payment based on hours worked on the Engagement, as set out below:</p> <p>Full day (over 5 hours)      <b>\$1260</b> (exclusive of any applicable GST)</p> <p>s 22(1)</p> <p>The Reviewer will not be paid for any work on the Engagement that is less than 0.5 hours in one day.</p>
<b>Method of Payment</b>	4.1	<p>The Reviewer will be paid monthly in arrears for time spent in the previous month on the Engagement, subject to the terms of the Agreement and receipt of a valid Tax Invoice in accordance with clause 6 below.</p>
<b>Superannuation</b>	4.6	<p>Will superannuation contributions be payable by the Commonwealth in respect of the Engagement, in addition to the Fees?</p> <p>Yes [ ] No [X]</p>
<b>Travel Arrangements</b>	5	<p><b>Is travel applicable?</b></p> <p>Are any travel arrangements or entitlements applicable to the Engagement?</p> <p>Yes [X] No [ ] (domestic travel only)</p> <p>If yes, clause 5 applies. If no, the Reviewer is not entitled to claim any amounts in relation to travel.</p> <p><b>Travel Entitlements</b></p> <p>Reimbursement for meals and incidental expenses and will be based on current travel allowance rates as published by the ATO: TD 2025/4 – Income tax: reasonable travel and overtime</p>

		<p><i>meal allowance expense amounts for the 2025-26 income year (using rates for salaries \$263,851 or more).</i></p> <p><b>Approval requirements</b></p> <p>The Reviewer must seek the prior approval from the Commonwealth of the proposed travel arrangements and proposed travel expenditure prior to accessing travel entitlements and incurring the costs.</p> <p><b>Arrangements for making travel booking</b></p> <p>The Commonwealth will book the travel and accommodation arrangements for the Reviewer as required for the Reviewer to undertake for the Engagement.</p> <p>The Commonwealth will reimburse reasonable travel, accommodation and incidental expenses associated with travel the Reviewer is required to undertake for the Engagement, as agreed with the Commonwealth prior to the travel being booked.</p> <p>All claims for reimbursements must be supported by receipts or other documentation which clearly substantiate that those expenses were incurred by the Reviewer in accordance with this Agreement, and in accordance with the relevant approvals given by the Commonwealth in respect of those expenses.</p> <p>Reimbursement for travel and accommodation expenses will be based on current travel allowance rates as published by the Australian Taxation Office.</p>
<b>Invoice procedures</b>	6	<p>Tax Invoices will be provided by the Reviewer within 7 days of the last day of the calendar month.</p> <p>Tax Invoices are to be addressed to s 22(1) <a href="mailto:@sdo.gov.au">@sdo.gov.au</a>, and copied to s 22(1) <a href="mailto:@dewr.gov.au">@dewr.gov.au</a>.</p> <p>Tax invoices must detail the activities undertaken by the Reviewer during the month and progress of the Engagement.</p>
<b>Insurance</b>	7	<p>The Commonwealth recommends the Reviewer's performance of the Engagement be covered by an appropriate level of insurance for accident, illness and loss of income.</p>
<b>Intellectual Property</b>	10	<p>Clause 10.12 does not apply.</p>
<b>Use of AI Systems</b>	X	<p>(a) <b>AI System</b> means the machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. Different AI Systems vary</p>

		<p>in their levels of autonomy and adaptiveness after deployment.</p> <p>(b) The Reviewer must only use an AI System in their conduct of the Review in accordance with the terms of this Agreement.</p> <p>(c) The Reviewer will advise the Commonwealth in advance of any proposed use of any AI systems in the conduct of the review. This includes for the use of generative AI to generate or create materials (such as sections of the report, stakeholder communications or other public materials), or to review or analyse materials.</p> <p>(d) The Commonwealth may, in its absolute discretion, approve or decline the use of such systems in each circumstance.</p> <p>(e) The Reviewer must not use an AI system to form conclusions or recommendations in the drafting of the report and/or associated materials.</p> <p>(f) The Reviewer is fully responsible for the performance of the Agreement regardless of any use of an AI System at any point in the Review.</p> <p>(g) Where the Reviewer uses an AI System in conducting the Review, they must conduct quality assurance checks on the AI System outputs to ensure they are accurate and reliable.</p> <p>(h) The Reviewer must retain detailed records of the AI System used, the scope of the AI System’s use in conducting the Review, any data collected, processed and stored by the AI System and any systems that the AI System interacts with in connection with delivering the Review.</p> <p>(i) The Reviewer must promptly provide these records to the Commonwealth if asked.</p> <p>(j) The following AI System/s are <b>Banned AI Systems</b>:</p> <ul style="list-style-type: none"> <li>• DeepSeek products, applications and web services.</li> <li>• ChatGPT</li> <li>• Bard AI</li> <li>• Dall-E</li> <li>• Midjourney</li> <li>• Any other AI system that is blocked or restricted by the department.</li> </ul> <p>(k) The Reviewer must ensure that a Banned AI System is not used in the conduct of the Review.</p>
<p><b>Commonwealth Confidential Information</b></p>	<p>11</p>	<p>None specified</p>

<p><b>Security</b></p>	<p>15</p>	<p>Is a security clearance required for the Engagement?</p> <p>Yes [X] No [ ]</p> <p>If yes, specify the level of clearance required: <b>Baseline</b></p>
<p><b>Commonwealth Representative</b></p>	<p>28</p>	<p>The Commonwealth Representative is First Assistant Secretary, Entitlements Safeguards Division.</p>
<p><b>Commonwealth's address for notices</b></p>	<p>29</p>	<p>Postal address: GPO Box 9828 Canberra ACT 2601</p> <p>Physical address: 50 Marcus Clarke St Canberra ACT 2600</p> <p>Email address: _____@dewr.gov.au</p>
<p><b>Reviewer's address for notices</b></p>	<p>29</p>	<p>Postal address: _____</p> <p>Physical address: _____</p> <p>Email address: _____</p>

## PARTIES

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This Agreement is made between and binds the Parties shown in the Agreement Details.

## CONTEXT

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This Agreement is made in the following context:

- A. The Australian Government has requested that the Reviewer undertake the Engagement.
- B. This Agreement sets out the terms and conditions on which the Engagement will be undertaken.

## 1. INTERPRETATION

---

1.1 In this Agreement, unless the contrary intention appears, the term:

**Agreement Date** means the date on which the last person executes this Agreement.

**Agreement Material** means all Material supplied, created or collected, or required to be supplied, created or collected, as part of, or for the purpose of, the Engagement under this Agreement. Agreement Material does not include Commonwealth Material.

**Applicable WHS Law** means any applicable occupational health and safety law, including the WHS Act and any corresponding WHS law (as defined in section 4 of the WHS Act).

**Reviewer** means the person identified as such in the Agreement Details table.

**Business Day** means all days except Saturdays, Sundays and public holidays in the Australian Capital Territory.

**Commonwealth Confidential Information** means information of the Commonwealth that:

- (a) is by its nature confidential;
- (b) is identified as such in the Agreement Details or is otherwise designated by the Commonwealth as confidential; or
- (c) the Reviewer knows or ought to know is confidential,

but does not include information which:

- (d) is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligations; or
- (e) has been independently developed or acquired by the Reviewer, as established by written evidence.

**Commonwealth Material** means any Material provided by or on behalf of the Commonwealth to the Reviewer in connection with this Agreement.

**Commonwealth Record** means a "Commonwealth record" as defined in the *Archives Act 1983* (Cth).

**Commonwealth Representative** means the person identified as such in the Agreement Details or such other person as the Commonwealth may appoint from time to time and advise to the Reviewer by notice in writing.

**Daily Rate** has the meaning given to that term in the Agreement Details.

**Eligible Data Breach** has the same meaning as in the Privacy Act.

**Engagement** means the engagement as described in the Agreement Details.

**Expiry Date** has the meaning given to that term in the Agreement Details.

**Fees** means the fees as set out in the Agreement Details.

**Final Due Date** means the date specified in the row titled 'Engagement' in the Agreement Details.

**GST** has the meaning given by the GST Law.

**GST Law** has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Insolvency Event** means the occurrence of an event or circumstance that the Commonwealth considers has or may have an adverse effect on the Reviewer or Reviewer's commercial or financial viability, ability to perform the Engagement or obligations under this Agreement, or the ability of the Commonwealth to enforce its rights under or in connection with this Agreement.

**Intellectual Property or IP** means all present and future rights conferred by statute, common law, equity, in or relating to copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields and includes the rights to the registration of those rights. Intellectual Property does not include Moral Rights or rights to keep information confidential.

**Material** includes documents, equipment, software, goods, information and data stored by any means, but does not include rights in relation to Intellectual Property.

**Method of Payment** has the meaning given to that term in the Agreement Details.

**Moral Rights** means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute that exist, or may come to exist, anywhere in the world.

**Personal Information** has the same meaning as the term 'personal information' in the *Privacy Act 1988* (Cth) and includes 'sensitive information'.

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Review** means the review of the operation of the amendments to the *Fair Work Act 2009* (Cth) and *Fair Work Amendment (Paid Family and Domestic Violence Leave) Act 2022* (Cth) as specified in the row titled 'Engagement' in the Agreement Details.

**Tax Invoice** means an invoice. Where there is a Taxable Supply (as defined in the GST Law), a Tax Invoice must be in the form of a tax invoice complying with the requirements of the GST Law.

**WHS Act** means the *Work Health and Safety Act 2011* (Cth).

1.2 In this Agreement, unless the contrary intention appears:

- (a) words importing a gender include any other gender;
- (b) words in the singular include the plural and words in the plural include the singular;
- (c) clause headings are for convenience reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (d) words importing a person include a partnership and a body whether corporate or otherwise;
- (e) a reference to dollars is a reference to Australian dollars;
- (f) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- (g) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (h) a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form;
- (i) a covenant on the part of two or more persons binds them jointly and severally and a covenant for the benefit of two or more persons is for the benefit of them jointly and severally;
- (j) a reference to any deed, agreement, licence, document or other instrument (including this Agreement) includes a reference to that deed, agreement, licence, document or other instrument as renewed, extended, novated, varied or substituted from time to time;
- (k) where the day on or by which any act, matter or thing is to be done under or pursuant to this Agreement is not a Business Day, the act, matter or thing must be done on the next Business Day; and
- (l) references to clauses are references to clauses of this Agreement.

1.3 A provision of this Agreement will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

## **2. PERFORMANCE OF THE ENGAGEMENT, STANDARDS AND TIMEFRAMES**

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2.1 The Reviewer will perform the Engagement.

2.2 The Engagement must not be subcontracted or performed by any person other than the Reviewer, unless otherwise agreed by the Commonwealth.

**3. TERM**

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3.1 This Agreement will commence on the later of:

- (a) the Agreement Date; or
- (b) the date upon which the Reviewer provides to the Commonwealth satisfactory evidence of the Reviewer having obtained a security clearance, if one is required under the Agreement Details; and,

subject to earlier termination in accordance with this Agreement, will expire on the Expiry Date (the **Term**).

3.2 The Reviewer may submit a written request to the Commonwealth to extend the Term of this Agreement no later than one (1) month prior to the Expiry Date.

3.3 The Commonwealth may, in its absolute discretion, agree to a request to extend the Term of this Agreement under clause 3.2 for a period of no more than three (3) months, such agreement not to be unreasonably withheld.

**4. FEES**

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4.1 Subject to this Agreement and the provision of a correctly rendered Tax Invoice, if the Reviewer undertakes the Engagement to the satisfaction of the Commonwealth, the Commonwealth will pay the Fees in accordance with the Method of Payment.

**Individual not registered for GST**

4.2 If the Agreement Details say that this clause applies:

- (a) the Reviewer represents to the Commonwealth that they are not registered for GST; and
- (b) no GST has been included in the Fees.

**Reviewer is a company or an individual operating an enterprise who is registered for GST**

4.3 If the Agreement Details say that this clause applies, the Fees are inclusive of GST.

**PAYG taxation**

4.4 The Commonwealth may withhold from amounts payable to the Reviewer the amounts the Commonwealth considers necessary for the Commonwealth to comply with its taxation obligations under Australian taxation legislation. The amounts payable under this Agreement are subject to reduction for any such withholding.

4.5 The amount deducted is determined by Australian tax laws and will depend upon a number of factors including:

- (a) whether or not the Reviewer provides a tax file number; and
- (b) whether or not the Reviewer claims the tax free threshold.

### **Superannuation**

- 4.6 This clause applies if the Agreement Details indicate that Superannuation is payable.
- 4.7 The Commonwealth will make superannuation contributions for the benefit of the Reviewer in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 4.8 The Reviewer must, promptly at the commencement of the Term, provide the Commonwealth with details of a complying superannuation fund into which the Commonwealth may make superannuation payments on behalf of the Reviewer in accordance with this clause 4.6.

### **Amounts otherwise inclusive**

- 4.9 Subject to clause 5, the Fees are inclusive of all other costs of undertaking the Engagement.
- 4.10 The Reviewer and the Reviewer are responsible for all payments and contributions including but not limited to taxes, duties or other Government charges.
- 4.11 The Reviewer and the Reviewer must comply with all applicable taxation laws in relation to payments received from the Commonwealth under this Agreement.
- 4.12 No amounts are payable in relation to leave in connection with the Engagement.

## **5. TRAVEL AND OTHER ALLOWANCES**

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- 5.1 This clause 5 applies if the Agreement Details say that it applies.
- 5.2 Arrangements for booking, payment or reimbursement of travel, accommodation and travel allowances will be in accordance with the Agreement Details.

## **6. INVOICE PROCEDURES**

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- 6.1 The Commonwealth's preferred method of payment is by electronic funds transfer to the bank account notified by you.
- 6.2 The Reviewer must provide Tax Invoices (if applicable) during the Term as specified in the Agreement Details.
- 6.3 Subject to this Agreement, correctly rendered Tax Invoices will be paid within 20 days or, in the case of e-invoicing, within 5 days. If this period ends on a day that is not a Business Day, payment is due on the next Business Day.
- 6.4 Tax Invoices must be addressed to the Commonwealth Representative specified in the Agreement Details and must include the following information:
  - (a) a description of the Engagement;
  - (b) date and name of the Agreement (including the Contract number applied to the Agreement by the Commonwealth (if any));

- (c) the amount invoiced (separately identifying the amount charged as GST and other taxes, interest or other charges);
  - (d) a description of all work carried out as part of the Engagement to which the invoice relates, including itemised work for each amount payable;
  - (e) information required by Australian law;
  - (f) the relevant financial management system reference number as notified by the Commonwealth; and
  - (g) any other information as reasonably requested by the Commonwealth.
- 6.5 Where any money is due to the Commonwealth under this Agreement or any damages, costs, expenses or other amounts are recoverable by the Commonwealth from the Reviewer in consequence of its breach of this Agreement then the Commonwealth may:
- (a) offset them against any other amounts owing by the Commonwealth to the Reviewer under the Agreement; or
  - (b) invoice the Reviewer for the amount due.

## **7. INSURANCE**

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- 7.1 The Reviewer is responsible for ensuring that it has and maintains appropriate insurances including those specified in the Agreement Details.
- 7.2 The Reviewer must, on request by the Department, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by clause 7.1.

## **8. CARRYING OUT THE ENGAGEMENT**

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- 8.1 The Reviewer must carry out the Engagement:
- (a) exercising high professional standards of skill, care and diligence;
  - (b) to ensure that the Engagement achieves its intended purpose, is complete and is performed in a manner that achieves all standards of performance included in or referred to in this Agreement;
  - (c) to ensure that the Commonwealth is fully and accurately informed on all matters which are relevant to the Engagement;
  - (d) to comply with any applicable or relevant Australian standards or, where there are no applicable Australian standards, any other industry standards;
  - (e) to comply with all applicable legal (including statutory and regulatory) and Australian Government policy requirements;
  - (f) to ensure that all obligations (including deadlines) specified in this Agreement are fully satisfied;

- (g) to ensure that all information provided to the Commonwealth, including in reports, documents and other Agreement Material is correct, complete and not misleading in any respect; and
- (h) to ensure that all Agreement Material is neatly and legibly compiled and that it contains adequate information to demonstrate the Engagement undertaken and to support all conclusions, findings and opinions.

**9. NO EMPLOYMENT OR AGENCY**

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- 9.1 The Reviewer is not, by virtue of this Agreement, an employee, partner or agent of the Commonwealth.
- 9.2 The Reviewer must not represent themselves as being an employee, partner or agent of the Commonwealth.
- 9.3 The Reviewer does not have any authority to incur, and must not incur, any obligation on behalf of the Commonwealth.

**10. AGREEMENT MATERIAL AND COMMONWEALTH MATERIAL**

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- 10.1 The Reviewer acknowledges that all of the Agreement Material is made under the direction and control of the Commonwealth.
- 10.2 Title to and risk in relation to the physical property in Agreement Material passes to the Commonwealth upon delivery of the Agreement Material to the Commonwealth.
- 10.3 Subject to clause 10.4, title to and ownership of all Intellectual Property in all Agreement Material vests immediately upon its creation in the Commonwealth.
- 10.4 Nothing in this clause 10 affects the ownership of Intellectual Property created before this Agreement was executed, or created by a third party for a purpose unrelated to this Agreement.
- 10.5 Where the Reviewer owns material used in relation to the Engagement, the Reviewer grants to the Commonwealth a worldwide, permanent, irrevocable, royalty-free, transferable, non-exclusive licence (including the right of sublicense) to use, reproduce, communicate, publish, modify, adapt and exploit any Intellectual Property in the Agreement Material not owned by the Commonwealth. Title to the Commonwealth Material does not pass to the Reviewer by virtue of any delivery to it or any other action taken under this Agreement.
- 10.6 At the Commonwealth's request, the Reviewer must bring into existence, sign, execute or otherwise deal with any document, which may be necessary to give effect to this clause 10.
- 10.7 Subject to clause 10.12 (if applicable), the Reviewer must ensure that all Commonwealth Material, and any Agreement Material to be provided to the Commonwealth, is used, copied, reproduced or supplied by the Reviewer, and any persons to whom the Reviewer supplies Agreement Material (other than the Commonwealth), only for the purposes of this Agreement.

- 10.8 The Reviewer must keep full and accurate records of the location and development of all Commonwealth Material and Agreement Material and make the records available to the Commonwealth on request.
- 10.9 The Reviewer acknowledges that the Commonwealth may, at any time and without notice, demand either orally or in writing, the destruction or delivery to the Commonwealth of all:
- (a) Commonwealth Material;
  - (b) Agreement Material; or
  - (c) other documents that contain Commonwealth Confidential Information,
- that may be in the Reviewer's possession or control.
- 10.10 The Reviewer must not breach the Intellectual Property rights of any third party in undertaking the Engagement.
- 10.11 To the extent permitted by law the Reviewer consents to any act or omission by the Commonwealth that would otherwise infringe any Moral Rights in the Agreement Material.
- 10.12 This clause applies if the Agreement Details say it applies:
- (a) the Commonwealth grants to the Reviewer a non-exclusive, royalty-free, non-transferable perpetual license to use Intellectual Property in Agreement Material for non-commercial research purposes; and
  - (b) the Reviewer will obtain the Commonwealth's prior written permission before publishing Agreement Material.

## **11. DISCLOSURE OF INFORMATION**

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- 11.1 Except as specified in clause 11.2, or with the prior consent of the Commonwealth, the Reviewer and the Reviewer must not make public or disclose to any person other than the Commonwealth any Commonwealth Confidential Information.
- 11.2 Clause 11.1 does not apply to disclosures made by the Reviewer:
- (a) to the extent required by law, or as required by any government or governmental body, authority or agency;
  - (b) to disclosures to legal advisors to the extent necessary to obtain advice in relation to rights under this Agreement,
- but in each case of disclosure, it must give the Commonwealth sufficient notice of any proposed disclosure to enable the Commonwealth to seek a protective order or other remedy to prevent the disclosure.
- 11.3 The Reviewer must ensure that Commonwealth Confidential Information is protected against loss, unauthorised access, use, modification, disclosure, or other misuse.

- 11.4 The Reviewer must not transfer Commonwealth Confidential Information outside Australia, or allow persons outside Australia to have access to it, without the prior written approval of the Commonwealth.

## 12. MEDIA

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- 12.1 The Reviewer shall not engage with any media outlet, journalist, or public platform (including social media) regarding the subject matter of the Review, its process, findings, or outcomes without the prior written consent of the Commonwealth. This includes, but is not limited to, interviews, press releases, opinion pieces, or any public commentary. The Reviewer agrees to refer all media inquiries to the Commonwealth and to maintain confidentiality in accordance with this Agreement.

## 13. PRIVACY

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- 13.1 Except as set out in clause 13.2, or with the written permission of the Commonwealth Representative, with respect to all Personal Information that it has access to or collects in or in relation to the performance of this Agreement, the Reviewer must:
- (a) not do any act or engage in any practice that would breach the Privacy Act if done or engaged in by the Commonwealth;
  - (b) not access, use, disclose, publish, communicate or retain, or otherwise deal with the Personal Information in any way, except for the purpose of:
    - (i) performing the Agreement; or
    - (ii) complying with the Privacy Act;
  - (c) implement all reasonable measures to meet the requirements of this clause 13;
  - (d) cooperate with any reasonable demands or enquiries made by the Privacy Commissioner or the Commonwealth, including in the investigation of any complaints;
  - (e) immediately notify the Commonwealth Privacy Representative if it becomes aware that a disclosure of such Personal Information may be required by law, or when it becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach and provide a written report in relation to such breach or suspected breach within 3 Business Days;
  - (f) in the event of a breach of privacy obligations under this clause 13, take steps to limit any further unauthorised access to the relevant Personal Information or the possible compromise of other Personal Information;
  - (g) ensure that any person who obtains access from the Reviewer to any Personal Information in respect of which it has obligations under the Privacy Act or this clause 13 signs a confidentiality declaration in a form acceptable to the Commonwealth, if required by the Commonwealth, prior to the access;
  - (h) take all reasonable measures to ensure that such Personal Information is protected against loss, unauthorised access, use, modification, disclosure or other misuse and to mitigate the risk of an Eligible Data Breach causing serious

harm to any of the individuals to whom it relates. For the avoidance of doubt, Personal Information must not be used for, or in any way relating to, any direct marketing purpose;

- (i) not transfer such Personal Information outside Australia, or allow parties outside Australia to have access to it, without the prior approval of the Commonwealth;
- (j) notify the Commonwealth Representative of, and cooperate with the Commonwealth in the resolution of, any complaint alleging an interference with privacy; and
- (k) upon written notice from the Commonwealth destroy or permanently de-identify any Personal Information as soon as practicable after it is no longer required for the purpose for which it was originally collected.

13.2 The Reviewer must:

- (a) refer any requests for access by third parties to Personal Information to the Commonwealth Representative; and
- (b) assist the Commonwealth, if requested to do so, to enable any person, on request, to ascertain in respect of Personal Information:
  - (i) whether the Reviewer has possession or control of any records that contain such information;
  - (ii) the nature of the information;
  - (iii) the main purposes for which the Reviewer uses the information; and
  - (iv) the steps the person should take if the person wishes to obtain access to the information.

13.3 The Reviewer's obligations in this Agreement (including this clause 13) are in addition to its obligations under the Privacy Act.

## 14. CONFLICT OF INTEREST

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14.1 For the purposes of this clause 14, a **Conflict of Interest** would include any circumstances where, due to:

- (a) outside employment or association;
- (b) any publicly held position or view; or
- (c) any other direct or indirect relationship or interest (whether personal, financial or otherwise),

the Reviewer is or may reasonably be perceived to be, unable to discharge its obligations or duties in relation to the Engagement in an objective and independent manner to the best of its ability. There need not be an actual conflict for a perception of one to be formed by a reasonable person.

- 14.2 The Reviewer warrants that, having made all reasonable enquiries, at the date of entering into this Agreement, no Conflict of Interest exists or is likely to arise in the Reviewer's performance of the Engagement, which has not already been advised to the Commonwealth in writing and consented to by the Commonwealth.
- 14.3 The Reviewer agrees to:
- (a) use its best endeavours to ensure that a situation does not arise that may result in a Conflict of Interest arising during the Engagement;
  - (b) notify the Commonwealth if it becomes aware of any Conflict of Interest or potential Conflict of Interest, while the Reviewer undertakes the Engagement; and
  - (c) comply with all directions given by the Commonwealth for dealing with any Conflict of Interest.
- 14.4 If the Reviewer is unable or unwilling to resolve or deal with the Conflict of Interest as required, the Commonwealth may terminate this Agreement in accordance with clause 22.

## **15. SECURITY**

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- 15.1 The Reviewer must comply with all relevant security requirements specified in any policy which forms part of the Commonwealth's Protective Security Policy Framework as amended from time to time.
- 15.2 The Reviewer must perform its obligations under this Agreement and the Reviewer must perform the Engagement in accordance with security requirements notified by the Commonwealth from time to time in its absolute discretion, which may include a requirement for the Reviewer to obtain security clearances if specified in the Agreement Details.
- 15.3 If any breach of any security requirement occurs then, without limiting the Commonwealth's rights under this Agreement, the Reviewer must comply with any reasonable directions of the Commonwealth in order to rectify the issue and prevent further issues. If the Reviewer is unable or unwilling to resolve or deal with a breach of a security requirement, including the maintenance of a security clearance if required, the Commonwealth may terminate this Agreement in accordance with clause 22.
- 15.4 The Reviewer must:
- (a) take reasonable steps to inform itself of the security requirements; and
  - (b) advise the Commonwealth promptly in writing of any relevant circumstances that, in its reasonable opinion, might affect any authorisation or security clearance provided.

## **16. ACCESS TO PREMISES AND RECORDS**

---

- 16.1 The Reviewer must grant, at all reasonable times, access to premises, records, accounts and other financial material or Material relevant to this Agreement, including

the Commonwealth Material and Agreement Material, however and wherever stored or located, in the custody, possession or control of the Reviewer to:

- (a) the Commonwealth or any persons authorised in writing by the Commonwealth; and
- (b) the Commonwealth Auditor-General, the Commonwealth Ombudsman, the Privacy Commissioner, or their delegates,

for the purposes of performing their respective statutory functions and/or for inspection and/or copying.

- 16.2 The Reviewer must make available on request, and at no expense to the Commonwealth, such facilities as necessary to enable a legible reproduction of the Material referred to in clause 16.1 to be created.

## 17. AUDIT REQUIREMENTS

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- 17.1 An audit of all or any part of this Agreement and its performance may be undertaken at any time by the Commonwealth or its nominee.
- 17.2 The Reviewer must participate cooperatively in audits of this Agreement at the frequency and in relation to the matters specified by the Commonwealth, including on an ad hoc basis if requested by the Commonwealth, for the purpose of ensuring that this Agreement is being properly performed and administered. The Commonwealth may appoint an independent person to assist in the audits.
- 17.3 Each party must bear its own costs of any audits.

## 18. ARCHIVES ACT 1983

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- 18.1 The Reviewer must not destroy or arrange for, nor effect, a transfer of custody or ownership of any Commonwealth Record without the prior written approval of the Commonwealth, or the National Archives of Australia.
- 18.2 Where the Commonwealth and the National Archives of Australia authorise the destruction or transfer of custody of a Commonwealth Record by or to the Reviewer, the Reviewer must comply in every respect with the requirements of the *Archives Act 1983* (Cth) or guidelines issued by National Archives of Australia.
- 18.3 The Reviewer must comply with any direction given by the Commonwealth for the purpose of transferring Commonwealth records to the National Archives of Australia or providing the National Archives of Australia with full and free access to Commonwealth Records.

## 19. NOTIFICATION OF SIGNIFICANT EVENTS

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- 19.1 In this clause 19, **Significant Event** means:
- (a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of

- the Reviewer or its officers, employees, agents or subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or
- (b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Reviewer or its officers, employees, agents or subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.
- 19.2 The Reviewer must immediately issue the Commonwealth a notice on becoming aware of a Significant Event.
- 19.3 The notice issued under clause 19.2 must provide a summary of the Significant Event, including the date that it occurred and whether any other personnel engaged in connection with the Engagement were involved.
- 19.4 The Commonwealth may notify the Reviewer in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Reviewer must issue a notice under clause 19.2 in relation to the event within 3 Business Days of being notified by the Commonwealth.
- 19.5 Where reasonably requested by the Commonwealth, the Reviewer must provide the Commonwealth with any additional information regarding the Significant Event within 3 Business Days of the request.
- 19.6 If requested by the Commonwealth, the Reviewer must prepare a draft remediation plan and submit that draft plan to the Commonwealth for approval within 10 Business Days of the request.
- 19.7 A draft remediation plan prepared by the Reviewer under clause 19.6 must include the following information:
- (a) how the Reviewer will address the Significant Event in the context of the Engagement, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Engagement or compliance by the Reviewer with its other obligations under this Agreement;
- (b) how the Reviewer will ensure events similar to the Significant Event do not occur again; and
- (c) any other matter reasonably requested by the Commonwealth.
- 19.8 The Commonwealth will review the draft remediation plan and either approve the draft remediation plan or provide the Reviewer with the details of any changes that are required. The Reviewer must make any changes to the draft remediation plan reasonably requested by the Commonwealth and resubmit the draft remediation plan to the Commonwealth for approval within 3 Business Days of the request unless a different timeframe is agreed in writing by the Commonwealth. This clause 19.8 will apply to any resubmitted draft remediation plan.
- 19.9 Without limiting its other obligations under this Agreement, the Reviewer must comply with the remediation plan as approved by the Commonwealth. The Reviewer agrees to provide reports and other information about the Reviewer's progress in implementing the remediation plan as reasonably requested by the Commonwealth.

19.10 A failure by the Reviewer to comply with its obligations under this clause 19 will entitle the Commonwealth to terminate this Agreement in accordance with clause 22.1. The Commonwealth's rights under this clause 19 are in addition to and do not otherwise limit any other rights the Commonwealth may have under this Agreement. The performance by the Reviewer of its obligations under this clause 19 will be at no additional cost to the Commonwealth.

## **20. COMPLIANCE WITH THE COMMONWEALTH SUPPLIER CODE OF CONDUCT**

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For the purposes of this clause 20, **Commonwealth Supplier Code of Conduct** or **Code** means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.

20.1 The Reviewer must comply with, and ensure that its officers, employees, agents and subcontractors comply with, the Code in connection with the performance of this Contract.

20.2 The Reviewer must:

- (a) periodically monitor and assess its, and its officers', employees', and agents' compliance with the Code; and
- (b) on request from the Commonwealth, promptly provide information regarding:
  - (i) the policies, frameworks, or systems it has established to monitor and assess compliance with the Code, and
  - (ii) the Reviewer's compliance with clause 20.1.

20.3 The Reviewer must immediately issue the Commonwealth a Notice on becoming aware of any breach of clause 20.1. The Notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.

20.4 Where the Commonwealth identifies a possible breach of clause 20.1, it may issue the Reviewer a Notice, and the Reviewer must, within three (3) Business Days of receiving the Notice, either:

- (a) where the Reviewer considers a breach has not occurred: advise the Commonwealth that there has not been a breach and provide information supporting that determination; or
- (b) where the Reviewer considers that a breach has occurred: issue a Notice under clause 20.3 and otherwise comply with its obligations under this clause 20.

20.5 Notwithstanding clause 20.4, a Commonwealth may notify the Reviewer in writing that it considers that the Reviewer has breached clause 20.1, in which case the Reviewer must issue a Notice under clause 20.3 and otherwise comply with its obligations under this clause 20.

20.6 A failure by the Reviewer to comply with its obligations under any part of this clause will entitle the Commonwealth to terminate this Agreement in accordance with clause 22.1.

- 20.7 Nothing in this clause or the Code limits, reduces, or derogates from the Reviewer's other obligations under the Contract. The Commonwealth's rights under this clause are in addition to and do not otherwise limit any other rights the Commonwealth may have under the Contract. The performance by the Reviewer of its obligations under this clause will be at no additional cost to the Commonwealth.
- 20.8 The Reviewer agrees that the Commonwealth or any other Commonwealth agency may take into account the Reviewer's compliance with the Code in any future approach to market or procurement process.

**21. TERMINATION, REDUCTION OR AMENDMENT TO SCOPE WITHOUT DEFAULT**

---

- 21.1 The Commonwealth may terminate this Agreement, or reduce or amend the scope of the Engagement upon notice in writing to the Reviewer.
- 21.2 A notice issued in accordance with clause 21.1 may provide that termination, reduction or amendment is to be effective:
- (a) immediately; or
  - (b) on any date subsequent to the date the notice is provided in writing to the Reviewer
- (the **Effective Date**).
- 21.3 If this Agreement is terminated under clause 21.1, the Commonwealth is liable only for payment of Fees for work performed in carrying out the Engagement before the Effective Date of termination as set out in the notice, provided that such work has been rendered in accordance with this Agreement and the Reviewer is not otherwise in breach of this Agreement.
- 21.4 If the Commonwealth, acting in good faith, issues a notice of reduction in scope under clause 21.1, the scope will be reduced in accordance with, and with effect from the date of, the notice and the Reviewer will comply with any reasonable directions given by the Commonwealth in connection with the reduction in scope.
- 21.5 If the Commonwealth issues a notice in accordance with clause 21.1, it will pay the Reviewer for Services performed before the date of the termination or reduction.

**22. TERMINATION FOR DEFAULT**

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- 22.1 Without prejudice to its rights at common law or under any statute, the Commonwealth may by notice to the Reviewer, terminate this Agreement if:
- (a) an Insolvency Event occurs in respect of the Reviewer;
  - (b) the Commonwealth is entitled to terminate this Agreement in accordance with clauses 22.2, 22.3 or 22.4;
  - (c) the Reviewer fails to comply with clause 19 or clause 20; or
  - (d) the Reviewer fails to commence performance of this Agreement, or to proceed at a rate of progress, so as to ensure the due and proper performance of this Agreement.

22.2 Subject to clause 22.3, if:

- (a) the Reviewer breaches this Agreement; and
- (b) in the Commonwealth's sole and absolute opinion, a breach is capable of being remedied,

the Commonwealth will give the Reviewer 15 Business Days in which to remedy the breach. If after 15 Business Days the breach is not remedied to the satisfaction of the Commonwealth, then the Commonwealth may terminate this Agreement under this clause 22.

22.3 If the Reviewer commits three or more breaches of this Agreement, the Commonwealth is not required to give it 15 Business Days to remedy the breach under clause 22.2, and may immediately terminate this Agreement under this clause 22.

22.4 If:

- (a) the Reviewer breaches this Agreement; and
- (b) the Commonwealth determines under clause 22.2 that a breach is not capable of being remedied,

the Commonwealth may immediately terminate this Agreement under this clause 22.

### **23. TERMINATION BY THE REVIEWER**

---

23.1 The Reviewer may only terminate this Agreement by giving at least 5 Business Days' notice to the Commonwealth and only if:

- (a) the Commonwealth has not paid a correctly rendered invoice and has not notified the Reviewer that it disputes the charges specified under an invoice within 60 days of receipt of that invoice; and
- (b) the Reviewer has given the Commonwealth:
  - (i) a first notice 30 days after the due date of the invoice, specifying the failure to pay and giving the Commonwealth at least 30 days to pay the invoice; and
  - (ii) a second notice 15 days after the first notice, referring to the first notice and giving the Commonwealth at least 15 days to pay the invoice; or
- (c) the Reviewer has submitted notice to the Commonwealth that it wishes to relinquish the appointment which is the subject of this Agreement due to illness or for specific reasons set out in the notice.

### **24. TRANSITION OUT**

---

24.1 In the event of termination or expiration of this Agreement for any reason, the Reviewer must:

- (a) cease access to and use of the Commonwealth's systems, Agreement Material and Commonwealth Material;

- (b) at the Commonwealth's direction, either return or destroy all:
  - (i) Commonwealth Material;
  - (ii) Agreement Material; or
  - (iii) other documents that contain Commonwealth Confidential Information, that may be in the Reviewer's possession or control;
- (c) where requested by the Commonwealth deliver to the Commonwealth a statutory declaration made by the Reviewer declaring that to the best of their information and belief (after having made proper inquiries) they have not retained any of the Material specified in clause 24.1(b); and
- (d) comply with all other obligations in this Agreement, including those relating to Commonwealth Material and Agreement Material.

24.2 The following clauses will survive the expiration or termination of this Agreement:

- (a) clause 7 (Insurance);
- (b) clause 11 (Disclosure of Information);
- (c) clause 13 (Privacy);
- (d) clause 15 (Security);
- (e) clause 16 (Access to Premises and Records);
- (f) clause 17 (Audit Requirements);
- (g) this clause 24 (Transition Out); and
- (h) clause 32 (Applicable Law),

as well as any other provision which by its nature is intended, either expressly or implicitly, to survive the expiration or termination of this Agreement.

## 25. WARRANTIES

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25.1 The Reviewer warrants that:

- (a) it is duly authorised to enter into, perform and observe its obligations under this Agreement;
- (b) its execution of this Agreement is valid and binding on it; and
- (c) it is not entering into this Agreement as a trustee for any trust.

## 26. COMPLIANCE WITH DIRECTIONS

---

26.1 In undertaking the Engagement, the Reviewer must comply with:

- (a) all reasonable and lawful directions and instructions issued by the Commonwealth, whether they are issued with respect to the Engagement or any

other matter which the Commonwealth considers may be reasonably relevant to the Engagement;

- (b) all relevant legislation, codes of practice and national standards relating to work health and safety; and
- (c) all applicable policies and procedures relating to work health and safety, including those that apply to the Commonwealth's premises when using those premises.

26.2 In the event of any inconsistency between any of the legislation, codes, standards, policies or procedures referred to in clause 26.1, the Reviewer will comply with the requirements that produce the highest level of health and safety.

## **27. PUBLIC ANNOUNCEMENTS**

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27.1 The Reviewer must not make any public announcement or make any representation to any media representative about or concerning this Agreement or the Commonwealth without the prior written consent of the Commonwealth, which consent may be given subject to such conditions as the Commonwealth in its absolute discretion thinks fit.

## **28. COMMONWEALTH REPRESENTATIVE**

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28.1 The Commonwealth Representative is responsible for supervision of this Agreement on behalf of the Commonwealth and has authority to issue and receive any written notices under this Agreement.

## **29. ADDRESSES FOR NOTICES**

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29.1 Unless the Reviewer advises the Commonwealth Representative of another address for notice, the Commonwealth will issue any notices or other communications for the Reviewer's attention to the Reviewer's address as listed in the Agreement Details

29.2 Unless the Commonwealth Representative advises the Reviewer of another address for notice, the Reviewer will issue any notices or other communications for the Commonwealth's attention to its address as listed in the Agreement Details.

## **30. ASSIGNMENT**

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30.1 The Reviewer must not assign, in whole or in part, its rights or obligations under this Agreement without the prior written consent of the Commonwealth.

## **31. ENTIRE AGREEMENT AND VARIATION**

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31.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, statements, communications, negotiations, arrangements, understandings and agreements, either oral or written, between the parties with respect to the subject matter of this Agreement.

31.2 No agreement or understanding that varies or extends this Agreement will be legally binding upon either party unless in writing and signed by both parties.

- 31.3 If any provision of this Agreement is invalid or not enforceable in accordance with its terms, other provisions, which are self-sustaining and capable of separate enforcement with regard to the invalid or unenforceable provision are, and continue to be, valid and enforceable in accordance with their terms.

**32. APPLICABLE LAW**

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- 32.1 This Agreement will be governed by the laws for the time being in force in the Australian Capital Territory and the parties agree to submit to the jurisdiction of the courts of that jurisdiction.
- 32.2 The Reviewer must ensure that the work done under this Agreement complies with the laws from time to time in force in the State or Territory in which the Engagement, or any part thereof, is to be carried out.

Executed as an Agreement

SIGNED for and on behalf of the )  
Commonwealth of Australia )  
represented by the DEPARTMENT )  
EMPLOYMENT AND WORKPLACE )  
RELATIONS ABN 96 584 957 427 by its )  
duly authorised representative:

s 22(1)

Name of authorised representative

In the presence of:

s 22(1)

Name of witness

Date: 3/12/2025

Signature

s 22(1)

Signature of witness

SIGNED by Susan Booth )  
)  
)

s 47F(1)

Signature

In the presence of:

s 47F(1)

Name of witness

Date: 3.12.2025

s 47F(1)

Signature

**SCHEDULE 1 TERMS OF REFERENCE**

# Closing Loopholes Review

## Terms of Reference

### Context

During the 47<sup>th</sup> Parliament (2022–2025), the Australian Government secured the passage of significant reforms to Australia's workplace relations laws to close loopholes and improve fairness and safety in the workplace.

The *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* (Closing Loopholes Act) and *Fair Work Legislation Amendment (Closing Loopholes No.2) Act 2024* (Closing Loopholes No. 2 Act) were passed by the Parliament and received Royal Assent on 14 December 2023 and 26 February 2024 respectively. A list of the measures in this legislation is at **Attachment A**.

The *Fair Work Amendment (Paid Family and Domestic Violence Leave) Act 2022* (Family and Domestic Violence Leave Act) provides ten days paid family and domestic violence leave in a 12-month period for full-time, part-time and casual employees.

### Statutory Review

The Closing Loopholes Act and the Closing Loopholes No. 2 Act (the Closing Loopholes legislation) require the Minister for Employment and Workplace Relations to initiate a statutory review to be undertaken within 2 years of commencement.

- Section 4 of the Closing Loopholes Act requires the Minister to cause a review of the operation of the amendments made by the Act to commence by 15 December 2025.
- Section 4 of the Closing Loopholes No. 2 Act requires the Minister to cause a review of the amendments made by the Act, including but not limited to the new jurisdictions relating to regulated workers and the right to disconnect to commence by 27 February 2026.

Both Acts require that:

- the persons who conduct the review must give the Minister a written report of the review within 6 months of the commencement of the review
- the Minister must cause a copy of the report of the review to be tabled in each House of the Parliament within 15 sitting days after the Minister receives it.

The Family and Domestic Violence Leave Act was reviewed in line with its statutory requirements in 2024, and in its response to that review the government committed to further review of the Act.

### Conduct of the review

The Government has decided the statutory reviews of the Closing Loopholes legislation will be conducted together as a joint review (the Closing Loopholes Review). The review will also cover the

Family and Domestic Violence Leave Act as agreed in the *Australian Government Response to the Independent Review of the operation of the paid family and domestic violence leave entitlement in the Fair Work Act 2009 (Cth)*.

The Closing Loopholes Review will be led by an independent reviewer appointed by the Minister for Employment and Workplace Relations (the Minister). The Department of Employment and Workplace Relations will provide secretariat support to the review.

The Closing Loopholes Review will commence by 15 December 2025. Without limiting the matters that may be considered, the review must:

- consider whether the operation of the amendments is appropriate and effective
- identify any unintended consequences of the amendments
- consider whether further amendments to the *Fair Work Act 2009*, or any other legislation, are necessary to improve the operation of the amendments or rectify any unintended consequences that are identified.

The review must also further consider the effectiveness of the amendments made by the Family and Domestic Violence Leave Act, taking into account the 2024 independent statutory review of this Act which found that while the entitlement is operating as intended, more time was needed for employers and employees to experience the existing entitlement before further calls for reform were progressed.

The review must provide a document setting out preliminary findings and draft recommendations to the Minister on or before 15 May 2026. The preliminary findings and draft recommendations/draft report are to be published for stakeholder comment. A final Report is to be delivered to the Minister on or before 15 June 2026.

In conducting the Closing Loopholes Review, the reviewer will consider any relevant qualitative and quantitative research.

The review must be informed by stakeholder perspectives, which may include expert advice, and stakeholders must be given an opportunity to provide submissions and evidence on the matters to be considered by the review. Submissions to the review will be published where appropriate, or unless parties request that their submissions remain confidential.

The final Report must detail the reviewer's findings and recommendations about each of the matters to be considered by the review.

## Publication

The Minister must cause a copy of the report of the review to be tabled in each House of the Parliament within 15 sitting days after the Minister receives the report.

## Attachment A: Measures contained in Closing Loopholes legislation

### Closing Loopholes Act

- Compliance and enforcement: Criminalising wage theft
- Regulated labour hire arrangement orders (Closing the labour hire loophole)
- Enhancing delegates' rights
- Provide stronger protections against discrimination, adverse action and harassment
- Addressing anomalous consequences of the small business redundancy exemption in insolvency contexts
- Conciliation conference orders
- Entry to assist Health and Safety Representatives
- Amendments to *Asbestos Safety and Eradication Agency Act 2013*
- Amendments to the *Safety Rehabilitation and Compensation Act 1988*
- Industrial manslaughter and other work, health and safety reforms

### Closing Loopholes No. 2 Act

- Extend the powers of the Fair Work Commission to set minimum standards for 'employee-like' workers
- Allow the Fair Work Commission to set minimum standards to ensure the road transport industry is safe, sustainable and viable
- Give workers the right to challenge unfair contractual terms
- Amending the definition of casual employee and providing the employee choice pathway
- Compliance and enforcement: Civil penalties and sham contracting
- Meaning of 'employee' and 'employer' in the *Fair Work Act 2009*
- Enabling multiple franchisees to access the single enterprise agreement stream
- Strengthening right of entry to investigate underpayments
- Fair Work Commission preparing enterprise agreement model terms
- Transitioning from multi-enterprise agreements
- Repeal de-merger from registered organisations amalgamation provisions
- Workplace determinations
- Right to disconnect

s 22(1)

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**From:** s 22(1)  
**Sent:** Thursday, 4 December 2025 7:40 PM  
**To:** Susan Booth  
**Cc:** s 22(1) s 22(1) DEWR - Media  
**Subject:** CL review - media materials and contacts

Hi Susan

For your visibility – I spoke with s 22(1) in our DEWR media team. I have copied him into this email.

He is on call so he will let us know if a copy comes through tonight or tomorrow that we can share.

He also confirmed that if you receive any media enquiries, they should all be directed to the DEWR media team. They will then reach out to us (and you as needed) for a response.

To: s 22(1) [dewr.gov.au](mailto:s 22(1)@dewr.gov.au)  
Cc: s 22(1) [dewr.gov.au](mailto:s 22(1)@dewr.gov.au); s 22(1) [dewr.gov.au](mailto:s 22(1)@dewr.gov.au)

It is likely that the department will receive some enquiries on the topic when the release is published, and through the review process.

And if you have any concerns or questions, please let us know.

I note you will have a DEWR email account from Monday when you come into the office on Monday to set up your account.

Kind regards

s 22(1)

s 22(1)

---

**From:** s 47F(1)  
**Sent:** Friday, 5 December 2025 6:13 PM  
**To:** S 22(1)  
**Cc:** S 22(1)  
**Subject:** Re: Media [SEC=OFFICIAL]

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Thanks for the media clips.  
Susan

---

**From:** S 22(1) <S 22(1) dewr.gov.au>  
**Sent:** Friday, 5 December 2025 4:21 PM  
**To:** boothsusana <S 47F(1)>  
**Cc:** S 22(1) <S 22(1) dewr.gov.au>  
**Subject:** Media [SEC=OFFICIAL]

Hi Susan

The following media has come out today following the announcement:

- ACTU Media Release: [Unions welcome review of Closing Loopholes workplace reforms - Australian Council of Trade Unions](#)
- AREEA Media Release: [MEDIA RELEASE | Closing Loopholes Review must not be another whitewash > AREEA](#)
- HRD article: [Government to review Closing Loopholes reforms | HRD Australia](#)
- Workplace Express article: [Workplace Express | The latest Australian industrial relations and employment law news](#) (also **attached**)

We will also monitor media over the weekend and send it through to you as a pack on Saturday and Sunday.

Thanks  
s 22(1)

(1) (she/her)  
A/g Assistant Secretary  
Workplace Exploitation Branch | Entitlements Safeguards Division  
Australian Government Department of Employment and Workplace Relations  
Phone S 22(1) Mobile S 22(1)

*\*I work flexibly and may send emails after hours. Unless clearly marked, I do not expect you to read or respond to my email outside of working hours.\**

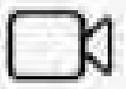
The Department of Employment and Workplace Relations acknowledges the traditional owners and custodians of country throughout Australia and their continuing waters and community. We pay our respects to them and their cultures, and Elders past, present and emerging.

**Notice:**

The information contained in this email message and any attached files may be confidential information, and may also be the subject of legal professional privilege. If you are not the intended recipient any use, disclosure or copying of this email is unauthorised. If you received this email in error, please notify the sender by contacting the department's switchboard on 1300 488 064 during business hours (8:30am - 5pm Canberra time) and delete all copies of this transmission together with any attachments.



Susan



(Message)

Fri, 24 Oct at 3:42 pm

Hi Susan - s 22(1) from DEWR gave me your number - would you have time for a call this afternoon for an update regards s 22(1) DEWR



Hi s 22(1)  
Can you chat now?  
Susan

Wed, 26 Nov at 1:48 pm

Hi susan - did you want to use teams for our call or is mobile easier ? Regards s 22(1)

Happy either way

Hi - I was going to get one of my colleagues s 22(1) to join as she will be on the secretariat and thought teams video would be useful ?

Sound good Teams it is



iMessage



9:58

5G

s 22(1)

SB

Susan

Sound good Teams it is

Great

Tue, 2 Dec at 6:40 pm

Hi susan - have sent you updated contract and a few other details. Ministers office has indicated that they would like to announce review at end of week - have include info but let me know if you would like to chat tonight or tomorrow kind regards s 22(1)

Good evening s 22(1)  
I'm happy to talk now or tomorrow I've had a brief read through of the contract . It all seems fine..  
I can possibly answer all your questions if you call. Possibly with things moving so quickly a quick chat tonight would be good but I'm mindful that it's nearly 7 pm in Canberra.  
Susan

Wed, 3 Dec at 2:57 pm



iMessage



9:59

5G



SB



Susan

Susan

Wed, 3 Dec at 2:57 pm

Hi susan - just flagging the MO has advised we should retain 15 June 2026 as final report - I have sent an email and an updated contract to include revised terms of reference - grateful if you could review when you get a chance regards

s 22(1)

Hi s 22(1)

I will have a signed updated contract to you within an hour  
Thanks, Susan

Thu, 4 Dec at 3:54 pm

Hi susan - I will call at 345 (bris time) as I have a meeting - I think the team is dropping off some materials to you at about 330 Brisbane time

And s 22(1) may get in touch about self catering apartments

Fri, 5 Dec at 10:27 am



iMessage

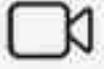


9:59

5G



SB



I've a signed contract to you with an hour  
Thanks, Susan

Susan

Thu, 4 Dec at 3:54 pm

Hi susan - I will call at 345 (bris time) as I have a meeting - I think the team is dropping off some materials to you at about 330 Brisbane time

And s 22(1) may get in touch about self catering apartments

Fri, 5 Dec at 10:27 am



Hi - for info - s 22(1) is sending you a copy of embargo media release for your visibility

s 22(1)



s 22(1)

Hi - just wanted to have  
a quick chat about closing  
loopholes review

No worries. Can speak  
tomorrow

Tue, 2 Dec at 9:43 am

Confirming end week for  
announcement

Of reviewer

s 47C(1)

s 22(1)

s 22(1)  
s 22(1)

s 22(1)

s 22(1)

s 22(1)

s 22(1)

s 22(1)

s 47F(1)  
s 47F(1)

s 47F(1)

s 22(1)

**Archived:** Wednesday, 17 December 2025 2:22:29 PM  
**From:** S 22(1)  
**Sent:** Wednesday, 10 September 2025 5:43:49 PM  
**To:** S 47F(1)  
**Cc:** S 22(1)  
**Subject:** Closing Loopholes Reviews - prospective reviewer opportunity [SEC=OFFICIAL]  
**Importance:** Normal  
**Sensitivity:** None

---

Dear Susan

My name is S 22(1) and I'm the acting First Assistant Secretary, Entitlements Safeguards Division, in the Australian Government Department of Employment and Workplace Relations. Your contact details were provided by S 47F(1) at the Fair Work Commission.

I'm contacting you because the department is seeking to gauge the interest and availability of suitably qualified people to conduct an upcoming statutory review of workplace relations laws. Given your expertise in industrial relations, including your time as a member of the Fair Work Commission and other tribunals, you have been identified by the office of the Hon Amanda Rishworth MP, Minister for Employment and Workplace Relations as a potential candidate.

The review would fulfill the government's statutory obligation to conduct reviews of the *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* and *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024*. These reviews are required to commence from December 2025, and must be completed within 6 months. The review would be a ministerial appointment and supported by a secretariat in the department.

I would be grateful for an opportunity to discuss the details with you in a brief phone call. Can you please advise your availability, ideally before **COB Friday 12 September**, and we can arrange a suitable time.

Kind regards

S 22(1)

(1)

A/g First Assistant Secretary

Entitlements Safeguards Division | Workplace Relations Group  
Australian Government Department of Employment and Workplace Relations  
Phone S 22(1) | Mobile S 22(1)

[dewr.gov.au](http://dewr.gov.au)

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The Department of Employment and Workplace Relations acknowledges the traditional owners and custodians of country throughout Australia and their continuing connection to land, waters and community. We pay our respects to them and their cultures, and Elders past, present and emerging.



s 47F(1)

iMessage

Mon, 10 Nov at 3:02 pm

Hi Susan - It's s 22(1) from the Department of Employment and Workplace Relations. Just wanted to let you know that the team will send through an email shortly on an issue with the CV you sent through, hopefully it's a pretty simple one and should be just about it on the due diligence. Very happy to chat once you have the email if you have any questions.

Sure i'll look out for it

Mon, 10 Nov at 4:29 pm

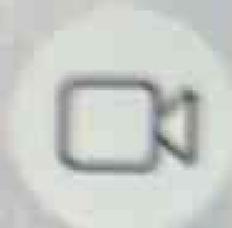
Hi s 22(1) I have now both confirmed the correct date for my start



iMessage



with relevant dates. Thanks for letting me know



s 47F(1)

Sure i'll look out for it

Mon, 10 Nov at 4:29 pm

Hi s 22(1)

I have now both confirmed the correct date for my start at FWC ( yes it was 2011 not 2013 ) and updated my CV with relevant dates.

Thanks for letting me know

Kind regards

Susan

Thanks for the quick response! We will come back to you if there are any further issues.

Delivered

Please do



iMessage



# SB meeting

Wednesday, 26 November 2025 4:34 PM

Letter from Minister

Then contract. Will send a draft

- AI
- s 22(1)

Timing - *by* the 15th. Can start engagement earlier. Will talk to MO re timing.  
SB -

BIO - let us know if anything to add.

Office arrangements- keen to have office space - organising brisbane office  
Wants a car park

Staffing for secretariat

Someone based in brisbane would be helpful

Admin support? Just need to get to know your systems, tech support, admin support would be good but reasonably independent. <sup>s 22(1)</sup> EA will organise travel. <sup>s 22(1)</sup> to check in re admin support in Bris office

Sec - background in WR system, stakeholder/consults, policy writing/legal skills

SB - practicalities in terms of the review in terms of thinking. Experience re how long you need, in person/writing. Very keen to start mapping out what the first few months looks like  
s 22(1)

Could send public materials in the morning

s 22(1)

<sup>s 22(1)</sup> to send themed list/index

But SB still wants to make sure each measure/amendment covered

Prebriefs with department to cover off on them over the 3 days

We will have people helping with the notes

SB would prefer wed-fri

SB wants to give people as much time as she can

--> Hard copies of the Acts

Bills, Ems, committee reports



Message  
Fri, 5 Dec at 10:56 am

Hi Susan, s 22(1) at DEWR  
Here. Just wanted to check you  
received the MR I've just sent  
through. Please let me know if any  
issues. Thanks

Morning s 22(1)  
Thank you I should've responded.  
I have received the email  
Many thanks

s 22(1)

---

**From:** s 47F(1)  
**Sent:** Monday, 10 November 2025 4:26 PM  
**To:** s 22(1) s 22(1)  
**Subject:** Re: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]  
**Attachments:** Susan Booth CV - 10112025.docx

OFFICIAL: Sensitive//Personal Privacy

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear s 22(1)

This is to confirm that the FWC website is correct and my appointment to FWC was 2011. Thanks for correcting my CV.

I have now updated my CV also with dates for attainment of educational and professional qualifications.

Please do advise if you need any other information.

Kind regards

Susan

---

OFFICIAL: Sensitive//Personal Privacy

**From:** "s 22(1)" <s 22(1) dewr.gov.au>  
**Date:** 10 November 2025 at 2:19:15 pm AEST  
**To:** s 47F(1)  
**Cc:** "s 22(1)" <s 22(1) dewr.gov.au>  
**Subject:** RE: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

OFFICIAL: Sensitive//Personal Privacy

Dear Susan

We're currently finalising a submission to Minister Rishworth, ahead of her seeking agreement from the Prime Minister for the appointment. In doing so, we've picked up an inconsistency between your CV and our records - in your CV, you advised that you ceased as a member of the Queensland Civil and Administrative Tribunal and commenced as a Fair Work Commission member in 2013. Our understanding based on information published on the FWC's website ([Past Presidents and Members | Fair Work Commission](#)) is this move occurred in 2011.

In the attached Word version of your CV we've made this change, and applied some minor edits to align with the Department of the Prime Minister & Cabinet's (PM&C) preferred layout for the CV, including removing your postal address, email and mobile number. Can you please confirm the year of the move from QCAT to FWC is accurate?

PM&C has also advised a preference to have an institution and year of attainment for educational and professional qualifications, in the form of:

2002-2004: Masters of Anything, University of Anywhere

1999-2001: xxxxxxxxxx

Are you able to include these details in the attached Word document?

We will also have an additional form from our corporate team to facilitate access to our IT system in the coming weeks.

Please feel free to call or email to discuss.

Regards,

s 22(1)

WR Strategic Policy

s 22(1)

**OFFICIAL: Sensitive//Personal Privacy**

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**From:** s 22(1) <s 22(1) dewr.gov.au>  
**Sent:** Monday, 10 November 2025 2:45 PM  
**To:** s 47F(1) s 22(1) <s 22(1) dewr.gov.au>  
**Subject:** RE: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

**OFFICIAL: Sensitive//Personal Privacy**

Thanks Susan for your prompt response.

Regards

s 22(1)

**OFFICIAL: Sensitive//Personal Privacy**

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**From:** s 47F(1) <s 47F(1)>  
**Sent:** Monday, 10 November 2025 1:04 PM  
**To:** s 22(1) <s 22(1) dewr.gov.au>; s 22(1) <s 22(1) dewr.gov.au>  
**Subject:** Re: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

**OFFICIAL: Sensitive//Personal Privacy**

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear S 22(1) and s 22(1)

s 22(1)

Thanks  
Susan

**OFFICIAL: Sensitive//Personal Privacy**

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**From:** S 22(1) <S 22(1) [dewr.gov.au](mailto:S 22(1)@dewr.gov.au)>  
**Sent:** Monday, November 10, 2025 9:12 AM  
**To:** Susan Booth <S 47F(1)> s 22(1) <S 22(1) [dewr.gov.au](mailto:S 22(1)@dewr.gov.au)>  
**Subject:** RE: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

**OFFICIAL: Sensitive//Personal Privacy**

Hi Susan

Thanks for all the materials you have sent through, we are just in the process of finalising documentation – I just wanted to check if you had any social media accounts eg facebook or linked in

Regards

s 22(1)

**OFFICIAL: Sensitive//Personal Privacy**

---

**From:** Susan Booth <S 47F(1)>  
**Sent:** Friday, 31 October 2025 7:52 PM  
**To:** S 22(1) <S 22(1) [dewr.gov.au](mailto:S 22(1)@dewr.gov.au)>  
**Cc:** S 22(1) <S 22(1) [dewr.gov.au](mailto:S 22(1)@dewr.gov.au)>; s 22(1) <S 22(1) [dewr.gov.au](mailto:S 22(1)@dewr.gov.au)>  
**Subject:** RE: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

**OFFICIAL: Sensitive//Personal Privacy**

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear <sup>s 22(1)</sup>

I refer to your requests detailed below.

Please find attached a signed conflict of interest declaration.

s 22(1)

Regards  
Susan Booth

**OFFICIAL: Sensitive//Personal Privacy**

---

**From:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Sent:** Thursday, 30 October 2025 4:44 PM  
**To:** Susan Booth <S 47F(1)>  
**Cc:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Subject:** RE: CL review - pre-appointment documentation [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

**OFFICIAL: Sensitive//Personal Privacy**

Dear Susan

I work with <sup>s 22(1)</sup> and <sup>s 22(1)</sup> in the department on making arrangements for the Closing Loopholes review. Thanks for providing these documents. The team will work through the appointment process as quickly as we can.

We have 2 further requests:

First, can you please also complete and sign the attached Conflict of Interest declaration? My apologies, we should have attached this form to our previous email.

s 22(1)

s 22(1)

Please feel free to give me a call on S 22(1) or respond to this mailbox if you'd like to discuss.

Regards

s 22(1) (he/him)  
Director

WR Strategic Policy Team | Strategy and Protections Branch  
Employment Conditions Division  
Australian Government Department of Employment and Workplace Relations  
Phone S 22(1)  
[dewr.gov.au](http://dewr.gov.au)

## CURRICULUM VITAE

Name: Susan s 47F(1) Booth

Former name (s): None

Residential address: s 47F(1)

Date of birth: s 47F(1)

Present position: Retired

Educational and professional qualifications:

1984-1989: Bachelor of Laws (Hons), [Queensland University of Technology] (*QUT*)

1990: Graduate Diploma of Legal practice [QUT]

1977- 1982: Bachelor of Arts (Double Major in Psychology), [University of Queensland]

1974- 1976: Diploma of Teaching, [Brisbane Kindergarten Teachers College]

Solicitor of the Supreme Court of Queensland (Admitted 1990)

Solicitor of the High Court of Australia

Former Registered teacher

Relevant experience: 2011-2022: Commissioner, Fair Work Commission

2009-2011: Senior Member, Queensland Civil and Administrative Tribunal

2003-2009: Commissioner, Queensland Anti-Discrimination Commission

1995- 2003 various senior roles Queensland Department of Employment and Queensland Anti-Discrimination Commission

1990-1995: Solicitor in private practice: specializing in employment and human rights law

Current board memberships: s 47F(1)

Former board memberships: Chair, Australian Council of Human Rights Agencies  
Member, Centre for Research in Employment and Work Advisory Committee  
Member, Queensland Law Society Equity Committee

EEO categories F

s 22(1)

---

**From:** s 22(1)  
**Sent:** Wednesday, 26 November 2025 12:28 PM  
**To:** Susan Booth  
**Cc:** s 22(1)  
**Subject:** FW: Closing Loopholes review - security form and bio  
**Attachments:** Susan Booth BAC form.docx; Biography for DEWR comms - CL Reviewer.docx

Dear Susan

*[My apologies if you receive this email more than once – our email system’s security functions are causing issues]*

Thanks again for your patience while we work through the appointment process. We hope to have an update for you very shortly to confirm next steps for your appointment. s 22(1)

### **Draft biography**

If everything proceeds as expected, a media release will be issued to announce the commencement of the review and your appointment as the reviewer. We would like to include a short bio in that release.

We have drafted the attached biography for your consideration. Could you please review and let us know if you are comfortable with the draft, or if there are any changes or additions you would like us to make? Do you have a preference about being referred to as Susan or Ms Booth in the media release and bio? Recent practice in this type of media releases has been mixed.

Here are some examples of a recent media releases to give you an idea of length and content:

- [Independent review of Secure Jobs, Better Pay Act commences | Ministers' Media Centre](#)

- [New Chair for Safe Work Australia | Ministers' Media Centre.](#)

We appreciate your continued assistance with completing the necessary paperwork. Please let us know if you have any questions or concerns.

Kind regards,

s 22(1) (he/him)  
A/g Assistant Secretary

Strategy and Protections Branch  
Employment Conditions Division  
Australian Government Department of Employment and Workplace Relations  
Phone s 22(1) | s 22(1)  
[dewr.gov.au](http://dewr.gov.au)

The Department of Employment and Workplace Relations acknowledges the traditional owners and custodians of country throughout Australia and their continuing waters and community. We pay our respects to them and their cultures, and Elders past, present and emerging.



## Biography

Ms Susan Booth has been appointed to conduct the statutory review of the Closing Loopholes legislation.

Susan/Ms Booth was appointed to the Fair Work Commission in 2011, and served as a Commissioner until her retirement in 2022. Susan's experience on the Fair Work Commission gives her a deep understanding of the practical impacts of the workplace relations system on workers and employers.

Prior to her appointment to the Fair Work Commission, Susan was a Senior Member of the Queensland Civil and Administrative Tribunal from 2009 to 2011 and served as Queensland's Anti-Discrimination Commissioner between 2002 and 2009.

Susan's career demonstrates her expertise in workplace relations, and her commitment to fairness and equity.

Susan holds a Bachelor of Laws (Hons) and Graduate Diploma of Legal Practice from the Queensland University of Technology.

---



To Minister for Employment and Workplace Relations

Action Required For Decision

## Statutory Reviews Approach

Timing Please action by **1 July 2025** to enable preparatory work to commence, including the appointment of a reviewer/reviewers, to ensure the review can begin by the statutory deadline (15 December 2025).

### Recommendations:

1. That you **agree** to combine the statutory reviews of the *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* and *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024*.  
**Agreed / Not Agreed / Please discuss**
2. That you **agree** to appoint an eminent person/people to conduct the review (recommended approach).  
**Agreed / Not Agreed / Please discuss**
3. That you **agree** to further evaluate the operation of the *Fair Work Amendment (Paid Family and Domestic Violence Leave) Act 2022* as a part of the Closing Loopholes review(s).  
**Agreed / Not Agreed / Please discuss**

Minister Rishworth

Comments:

Date: 1 / 7 / 2025

<p><u>Clearing Officer</u></p> <p style="font-size: 2em; font-weight: bold;">s 22(1)</p> <p>Signature _____ 17 / 06 / 2025</p> <p>Deputy Secretary Workplace Relations Group Mob:</p>	<p><u>Contact Officer</u></p> <p>Assistant Secretary Strategy and Protections Branch Employment Conditions Division WR Group Ph: s 22(1) Mob:</p>
---	---

### Executive summary:

1. Statutory reviews of the *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* and *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024* must commence no later than 15 December 2025 and 27 February 2026 respectively. Each review must be completed within 6 months of its commencement.
2. The Department of Employment and Workplace Relations recommends delivering the 2 reviews as a single consolidated review, as an efficient and holistic approach to meet the statutory obligations.

3. The department also recommends the review includes further evaluation of paid family and domestic violence (FDV) leave, as previously committed to by the government.
4. The department will work with your office to develop terms of reference (ToR) and a list of reviewer candidates, reflecting your preferred approach. The department will then provide a further briefing on these matters and proposed ToR.

**Key Points:**

*Combining the reviews*

5. A combined review, commencing no later than 15 December 2025, would ensure the statutory requirements are met and help mitigate the risks of consultation fatigue and confusion that may arise if the 2 Acts were reviewed separately.
6. While this option will result in the Closing Loopholes No. 2 review commencing more than 2 months earlier than legislatively required, this is unlikely to have a material impact on the evidence available for the reviewer(s) to consider and is outweighed by the benefits of one review.

*Appointing reviewer(s)*

7. The department recommends you directly appoint an eminent person(s) to conduct the review to be supported by a departmental secretariat. The department can discuss a list of potential candidates with your office.
8. This method aims to ensure the review is conducted in a manner consistent with the statutory requirements, is independent and provides a report on the impact of the reforms and recommendations for any further reform. Direct appointment is also likely to be quicker than a procurement process.
  - a. The 2024 statutory review of the Secure Jobs, Better Pay (SJBP) reforms was conducted by a panel of 2 eminent persons appointed by Senator the Hon Murray Watt, former Minister for Employment and Workplace Relations, following an unsuccessful approach to market through a targeted procurement process.
  - b. If you agree to this approach, the department will need to begin the process to identify and secure a suitable reviewer(s) by August 2025 (indicative timeline at **Attachment A**).
9. Alternatively, the department could run a procurement process to select reviewer(s). While this would provide the opportunity to test the market, whole-of-government and departmental procurement requirements make this approach less efficient.
  - a. The procurement approach could risk no suitable candidates applying to conduct the review, as was the case with the SJBP review. This would risk timely commencement of the review in line with statutory requirements.
  - b. If you wanted more than one reviewer, it may also be harder to use a procurement to ensure complementary skills from the reviewers. Under a procurement model, engaging multiple reviewers is generally only possible if multiple persons or entities submitted a joint proposal.

*Broaden scope to include the Paid Family and Domestic Violence Leave entitlement*

10. In the Australian Government response to the 2024 independent review of the *Fair Work Amendment (Paid Family and Domestic Violence Leave) Act 2022* (**Attachment B**), the government committed to further evaluate paid FDV leave as part of the Closing Loopholes reviews.
- a. The paid FDV leave review found that while the entitlement is operating as intended, more time was needed for employers and employees to experience the existing entitlement before calls for further reform were progressed.
  - b. Given its limited scope, adding an evaluation of paid FDV leave is unlikely to impact the reviewers' ability to conduct the combined review within the 6-month statutory timeframe.

*Requirement to write to the Prime Minister*

11. Consistent with the letter from the Hon Anthony Albanese MP, Prime Minister, to ministers dated 27 October 2022 (**MS22-001296** refers), you are required to seek the Prime Minister's approval to undertake the review.
12. Once you have settled the approach to the review, the proposed reviewer(s) and agreed the ToR, the department will provide you with a draft letter to the Prime Minister seeking his approval to commence the review and advising him of relevant information, including the proposed reviewers, ToR and any associated costs and sensitivities. Cabinet consideration of the review process and appointments is not required.

**Public Sensitivities:**

13. s 22(1)

14. The proposed direct appointment of reviewer(s) may attract public scrutiny. For example, the department recently responded to a freedom of information request regarding the appointment of SJBP reviewers (LEX 1520 refers, sent to applicant). The document package includes an email in which Minister Watt's office advised the department that Minister Watt wished to appoint Professors Bray and Preston.
15. Following the number and speed of reforms delivered in the government's previous term, stakeholders may be experiencing consultation fatigue. An overview of other reviews relevant to the Workplace Relations Group that stakeholders may be or have recently engaged in is provided at **Attachment C**. The recommended approach seeks to mitigate the consultation fatigue risk by combining both Closing Loopholes reviews.

**Consultation: Yes**

16. The department consulted the Department of the Prime Minister and Cabinet. Internal consultation was undertaken with the department's Workplace Relations Legal Division and with the Corporate and Enabling Services Group.

**Legal advice / Legislative impacts:**

17. N/A

**Financial impacts:**

18. Costs to undertake the review will need to be determined. \$230,000 in supplier expenses in 2025–26 was provided to support the statutory review, as part of the 2023–24 Budget. Any additional costs relating to the engagement of the reviewer(s) and the provision of secretariat support will be required to be met by the department.

**Stakeholder Implications:**

19. Please refer to the public sensitivities section.

**Attachments:**

- A:** Timeline for appointing an eminent person to conduct the Closing Loopholes review
- B:** Australian Government Response to the Independent Review of the operation of the paid family and domestic violence leave entitlement in the *Fair Work Act 2009* (Cth)
- C:** Statutory and other reviews relevant to workplace relations



## Indicative review timeline

Date	
Mid-Jun 2025	Department provides submission to Minister seeking agreement to the review approach
Jun-Aug 2025	Departmental project planning, including developing draft terms of reference (ToR), identification of potential reviewer/s and drafting reviewer(s) contract(s)
Aug 2025	Minister's Office engages with the Prime Minister's Office on proposed review approach, potential reviewer/s and ToR
Mid-Sep 2025	Department provides submission to Minister seeking agreement to ToR and potential reviewer appointee(s)
Early Oct 2025	Minister selects appointee(s) and agrees ToR
Mid-Oct 2025	Minister writes to Prime Minister to seek approval to undertake the review, outlining the proposed approach, reviewer appointments and ToR
Oct-Nov 2025	Contract negotiation with reviewer(s)
Mid-Nov 2025	Contracts signed with reviewer(s)
Nov-Dec 2025	Department prepares communications materials, including a media release, for the review's commencement
15 Dec 2025	Review commences
Jan-Mar 2026	Stakeholder consultation
Mid-Apr 2026	Publication of a draft report (if needed)
15 Jun 2026	Review due to Minister



# Reviews relevant to the Workplace Relations Group of the Department of Employment and Workplace Relations

This document outlines recent and current reviews relevant to the Workplace Relations Group. This includes:

- [Workplace relations statutory reviews](#)
- [Other workplace relations reviews](#)
- [Reviews led by other portfolios](#)

## Workplace relations statutory reviews

Title	Status
<i>Fair Work Legislation Amendment (Closing Loopholes) Act 2023</i>	<ul style="list-style-type: none"><li>• Not yet commenced, required to commence by 15 December 2025.</li><li>• The review must be provided to the Minister within 6 months of commencement and then tabled in Parliament within 15 sitting days.</li></ul>
<i>Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024</i>	<ul style="list-style-type: none"><li>• Not yet commenced, required to commence by 27 February 2026.</li><li>• The review must be provided to the Minister within 6 months of commencement and then tabled in Parliament within 15 sitting days.</li></ul>

s 22(1)

Document 36 pages 180-182 deleted pursuant to section 22(1) of the Freedom of Information Act 1982



To **Minister for Employment and Workplace Relations**

Action Required **For Decision**

## Closing Loopholes Review - Terms of Reference and Reviewer Appointment

Timing Please action by **22 October 2025** to ensure the Closing Loopholes statutory review (the review) can begin by the statutory deadline (15 December 2025).

### Recommendations:

1. That you **agree** to the proposed Terms of Reference (ToR) for the review at **Attachment A.**  
**Agreed / Not Agreed / Please discuss**
2. That you **approve** your preferred candidate to conduct the review at **Attachment B.**  
**Approved / Not approved / Please discuss**
3. That you **note** the Department of Employment and Workplace Relations will engage with your preferred candidate on arrangements and then provide a further submission with a draft letter seeking the Hon Anthony Albanese MP, the Prime Minister's, approval of your preferred candidate to undertake the review, and proposed arrangements for the review, and a draft letter of appointment for the reviewer.

Minister Rishworth

**Noted / Please discuss**

Date: 23 / 10 / 2025

Comments:

Clearing Officer

s 22(1)

Signature \_\_\_\_\_

\_\_\_\_\_ 7 / 10 / 2025

Workplace Rel:  
Mob:

Contact Officer

Assistant Secretary  
| WR | Strategy and Protections  
Branch  
Ph:  
Mob: s 22(1)

### Executive summary:

1. The review will encompass reviews of the *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* and the *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024* (Closing Loopholes Acts) and a further review into the operation of the *Fair Work Amendment (Paid Family and Domestic Violence Leave) Act 2022* (FDVL Act).
2. Following indication of your preferred candidate, the department will undertake due diligence checks to confirm their availability and suitability before providing you a further submission in late October, with draft letters of appointment and a draft letter from you to the Prime Minister seeking approval of your preferred candidate and arrangements for the review.

**Key Points:**

3. You previously agreed to conduct the statutory reviews of the Closing Loopholes Acts and the FDVL Act as a single review, and to appoint an eminent person/people to conduct the review (MS25-000267 refers).

*ToR*

4. The proposed ToR (**Attachment A**) are informed by the approach taken in the recent statutory review of the *Fair Work Amendment (Secure Jobs, Better Pay) Act 2022* (SJPB Review) and provide that the review must:
  - a. consider whether the operation of the amendments is appropriate and effective
  - b. identify any unintended consequences of the amendments
  - c. consider whether further amendments to the *Fair Work Act 2009* or any other legislation are necessary to improve the operation of the amendments or rectify any unintended consequences that are identified
  - d. publish a draft summary of findings and recommendations/draft report by 15 May 2026
  - e. deliver a final report to you by 15 June 2026.
5. Items a, b, c and e reflect the statutory requirements under section 4 of each of the Closing Loopholes Acts. Item d—the requirement to publish draft findings and recommendations/draft report—is not a statutory requirement.
6. The department considers that stakeholders will expect to have an opportunity to comment on the findings of the review before it is finalised.
7. The government required the SJPB Review to publish a draft report rather than findings and recommendations. This may be preferred by stakeholders but may place additional pressure on the conduct of the review given the 6-month time limitation.

*Proposed reviewer*

8. The department provided an initial list of potential reviewers to your office in August 2025. This list included candidates with relevant expertise and experience, including those with practical experience in the Fair Work system, such as a former Fair Work Commissioner.
  - a. The department recommends a single reviewer to streamline the conduct of the review and to allow the reviewer to speak authoritatively. The reviewer could engage additional external expertise as required.
9. From the initial list, on 5 September 2025, your office advised the department to provide further advice on 4 preferred candidates, comprising former Fair Work Commission members, judicial and other tribunal appointments. Your office also noted the department's advice to appoint a single lead reviewer,
10. The department contacted the potential candidates to discuss their availability and interest.

13. The Department of the Prime Minister and Cabinet (PM&C) has advised that you are required to write to the Prime Minister to seek approval of your preferred candidate and arrangements for the review before you make the appointment and before the review is announced or commences. This is consistent with standard practice, as outlined in the Prime Minister's letter to ministers on 27 October 2022 (**MS22-001296** refers).

*Reviewer vetting and next steps*

14. Following your approval of a preferred candidate in this submission, the department will:
  - a. seek information from your preferred candidate and conduct due diligence checks and vetting, in line with comparable internal processes for statutory appointments
  - b. engage with preferred candidate on appropriate remuneration (see Remuneration below) and prepare a draft contract for the reviewer
  - c. draft a letter from you to the Prime Minister seeking his approval to appoint the reviewer and conduct the review

- d. draft a letter of appointment to the proposed reviewer for your signature.
- 15. A further submission will be provided to you with a draft letter of appointment for your signature, after which the department will provide a contract to the reviewer.
- 16. An updated indicative timeline for the appointment process is at **Attachment C** for your information.

**Public Sensitivities:**

- 17. The direct appointment of a reviewer may attract public scrutiny. For example, the appointment process for the SJBP reviewers has been the subject of questions at Estimates, freedom of information requests, and related media coverage.
- 18. Non-statutory ministerial appointments are not subject to the government's merit and transparency policy, nor bound by the Commonwealth Procurement Rules.

**Consultation: Yes**

- 19. The department consulted PM&C about the direct appointment process and gender diversity target requirements. Internal consultation was undertaken with the department's Workplace Relations Legal Division and with the Corporate and Enabling Services Group.
  - a. PM&C advised that you are required to seek the Prime Minister's agreement to appoint a reviewer and to conduct the review. PM&C also advised that this review is not subject to the Gender Balance on Australian Government Boards requirements.

**Legal advice / Legislative impacts:**

- 20. N/A

**Financial impacts:**

- 21. In the 2023–24 Budget, \$230,000 in supplier expenses was provided to support the statutory review of the Closing Loophole reforms. Any additional costs relating to the engagement of the reviewer and the provision of secretariat support will be met by the department, which will impact the resources available for other work.

**Remuneration:**

- 22. The department proposes to remunerate the reviewer and adviser at a daily rate for work completed on the review, paid in instalments such as monthly invoicing. This was the approach taken for both the SJBP Review and for the review of the *Safety, Rehabilitation and Compensation (SRC) Act 1988*.

**Gender diversity targets:**

25. This appointment is not subject to the Gender Balance on Australian Government Boards requirements.

**Background:**

26. Statutory reviews of the *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* and *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024* must commence no later than 15 December 2025 and 27 February 2026 respectively. Each review must be completed within 6 months of its commencement.

27. In the Australian Government response to the 2024 independent review of the *FDVL Act*, the government committed to further evaluate paid FDV leave as part of the Closing Loopholes reviews.

28. You are required to table a copy of the report of the review in each House of the Parliament within 15 sitting days after you receive the report.

**Stakeholder Implications:**

29. The review will attract stakeholder interest, including from employer groups and unions.

- a. Employer groups, such as Business Council of Australia and Australian Industry Group, have expressed concern the reforms will result in an increased cost of doing business, further workplace conflict, job losses and hold back productivity.
- b. Unions are broadly supportive of the reforms, suggesting that they would boost wages and create job security for workers.

30. Following the extent of reforms delivered in the government's previous term, stakeholders may be experiencing consultation fatigue. s 22(1)

s 22(1)

**Attachments:**

- A:** Shortlist of potential reviewers
- B:** ToR
- C:** Indicative review establishment timeline





## Indicative review establishment timeline

Date	Milestone
Mid-June 2025	Department provides submission to Minister seeking agreement to the review approach ( <b>MS25-000267</b> )
Jun-Aug 2025	Departmental project planning, including developing draft Terms of Reference (ToR), identification of potential reviewer/s and drafting reviewer contracts
Mid Sept 2025	Minister's office provides steer on candidates.  Initial conversations between the department and potential reviewer candidates
Late Sept 2025	Department drafts submission to Minister seeking agreement to ToR and potential reviewer
Early Oct 2025	Department provides submission to Minister seeking agreement to ToR and potential reviewer ( <b>MS25-000532</b> )
	Minister's Office engages with the Prime Minister's Office on proposed review approach, potential reviewer/s and ToR
Mid Oct 2025	Minister approves ToR and preferred reviewer
	Department drafts submission to Minister seeking approval of the draft letter(s) of appointment and terms of engagement for reviewer, and with a draft letter for the Minister to send to the Prime Minister
Late-Oct 2025	Department provides submission to Minister seeking approval of the draft letter(s) of appointment and terms of engagement for reviewer, and with a draft letter for the Minister to send to the Prime Minister
	Minister writes to Prime Minister to seek approval to undertake the review, outlining the proposed approach, reviewer appointments and ToR
Nov 2025	Contract negotiation with reviewer
Mid-Nov 2025	Contracts signed with reviewer
Late Oct-Dec 2025	Department prepares communications materials, including a media release, for the review's commencement
15 Dec 2025	Review commences



To Minister for Employment and Workplace Relations

Action Required For Decision

**Closing Loopholes Reviews - Letter to the Prime Minister seeking agreement to commence the review**

Timing Please action by **13 November 2025** to ensure the reviewer can be appointed in time for the Closing Loopholes Review to begin by the statutory deadline (15 December 2025).

**Recommendations:**

<p>1. That you <b>sign</b> the letter to the Hon Anthony Albanese MP, the Prime Minister (<b>Attachment A</b>) seeking his approval of your preferred candidate (Ms Susan Booth) and to commence the statutory review of the Closing Loopholes Acts.</p>	<p><b>Signed / Not signed / Please discuss</b></p>
<p>2. That you <b>note</b> the results of the Department of Employment and Workplace Relations due diligence on the proposed appointee, which did not identify any concerns that would indicate Ms Booth is unsuitable for appointment at <b>Attachment D</b>.</p>	<p><b>Noted / Please discuss</b></p>
<p>Minister Rishworth</p>	
<p>Comments:</p>	<p>Date: 14/11/2025</p>

<p><u>Clearing Officer</u> <b>s 22(1)</b> Signature _____ 11 / 11 / 2025 First Assistant Secretary Workplace Relations Group Mob:</p>	<p><u>Contact Officer</u> Assistant Secretary   WR   Employment Conditions Division   Strategy and Protections Branch Ph: Mob: s 22(1)</p>
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**Executive summary:**

- Following your agreement to the draft Terms of Reference and your preferred candidate to conduct the review, Ms Booth (**MS25-000532** refers), the department seeks your signature on the letter to the Prime Minister (**Attachment A**).
- The Prime Minister's approval is required to commission major policy reviews. Your letter to the Prime Minister outlines the proposed arrangements for the review, your preferred candidate and encloses a copy of the proposed Terms of Reference (**Attachment B**).

3. Ms Booth has confirmed she is willing to conduct the review, noting this is appointment is subject to government approval. Ms Booth has provided her curriculum vitae and completed relevant background information, including a private interests declaration (**Attachment C**) and the department has completed the appointment details template (**Attachment D**).
4. The department has reviewed Ms Booth's materials and has not identified any concerns that would make Ms Booth unsuitable for appointment (**Attachment E**).

**Key Points:**

5. You are required to write to the Prime Minister to seek approval for the review and the reviewer before the appointment and review are announced or commenced. The Department of the Prime Minister & Cabinet (PM&C) has confirmed the standard practice remains as outlined in the Prime Minister's letter to ministers of 27 October 2022 (**MC22-046184** refers) and Cabinet Circular 3 of 2025.
  6. A copy of the Terms of Reference and the reviewer's curriculum vitae, her private interests declaration and appointment details will be enclosed in the letter to the Prime Minister (**Attachments B, C and D**).
  7. In preparing these materials, the department performed due diligence checks to confirm Ms Booth is an appropriate candidate. The due diligence process undertaken by the department is consistent with the approach undertaken for other appointments in the Workplace Relations portfolio (for example, appointments to the Fair Work Commission).
  8. The due diligence process did not identify any concerns to indicate Ms Booth is unsuitable for appointment. The summary of the department's due diligence checks is at **Attachment E**. This information is not required for the letter to the Prime Minister but is provided for your awareness.
  9. s 47F(1)
- 
10. Ms Booth has also provided a completed conflict of interest declaration. Ms Booth did not declare any other conflicts and has given an undertaking to declare any conflicts that may arise during the review.

**Public Sensitivities:**

11. The direct appointment of the reviewer may raise questions. Non-statutory ministerial appointments are not subject to the government's Merit and Transparency Policy.
  - a) Ms Booth is unlikely to be a controversial appointee among workplace relations stakeholders as she is an eminent person with relevant expertise to undertake the review.

**Consultation: Yes**

12. The department consulted PM&C about the appointment process, gender diversity target requirements and requirements for the letter to the Prime Minister.

**Legal advice / Legislative impacts:**

13. N/A

**Financial impacts:**

14. The department received \$0.2 million in 2025–26 to support the statutory review in the 2023–24 Budget. Any additional costs relating to the engagement of the reviewer and the provision of secretariat support will be required to be met by the department.

**Gender diversity targets:**

15. The appointment does not fall within the scope of appointments reported for the Gender Balance on Australian Government Boards.

**Remuneration:**

16. The department has discussed remuneration rates with Ms Booth, with preliminary agreement to a daily rate of \$1,260, which is within the proposed range set out in **MS25-000532**.

- a) This daily rate is consistent with the daily fees for a Fair Work Commission Expert Panel Member as set out in Part 4 of the *Remuneration Tribunal (Remuneration and Allowances for Holders of Part-time Public Office) Determination 2025*.

**Stakeholder Implications:**

17. The review will attract stakeholder interest, including from employer groups and unions.

- a) Employer groups such as Business Council of Australia and Australian Industry Group have expressed concern the Closing Loopholes reforms will result in an increased cost of doing business, further workplace conflict, job losses and hold back productivity.
- b) Unions are broadly supportive of the reforms to boost wages and create job security.

18. Ms Booth has relevant expertise and is unlikely to be seen as a controversial appointee among workplace relations stakeholders. Ms Booth does not have a union or employer group background and is unlikely to be seen as partisan on workplace relations issues.

- a) **Attachment E** provides a summary of the department's due diligence checks including decisions made by Ms Booth as Fair Work Commission member that received significant media attention. While stakeholder views on the merits of decisions may differ, the department did not identify significant criticism directed at Ms Booth.

**Attachments:**

- A:** Letter to the Prime Minister
- B:** Review Terms of Reference
- C:** Ms Susan Booth curriculum vitae and private interests declaration
- D:** Appointment details pro forma
- E:** Summary of outcomes of due diligence checks



The Hon Amanda Rishworth MP

Minister For Employment and Workplace Relations

MS25-000695

The Hon Anthony Albanese MP  
Prime Minister  
Parliament House  
CANBERRA ACT 2600

s 22(1)

Dear Prime Minister 

I am writing to you in relation to the proposed statutory review of the *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* and the *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024*. Consistent with your letter to ministers of 27 October 2022 and Cabinet Circular No.3 of 2025, I seek your approval to commence a statutory review of the Closing Loopholes legislation, and to appoint Ms Susan Booth to undertake the review.

*Conduct of the review*

I am proposing a single review of the Closing Loopholes legislation be undertaken to enable an efficient, holistic approach to review the operation of the reforms and to minimise the impact on stakeholders. The Closing Loopholes legislation requires a statutory review to commence no later than 2 years after the day on which each Act received Royal Assent and provide a written report within 6 months. On this basis, the review must commence by 15 December 2025 with a final report presented to me by 15 June 2026. A copy of the report must be tabled in each House of Parliament within 15 sitting days after I receive the report.

The proposed review also presents the opportunity to undertake a further review of the operation of the paid family and domestic violence leave entitlements in the *Fair Work Act 2009*. This will deliver on the government's commitment to further review these provisions made in the Australian Government response to the 2024 Independent Review of the operation of the paid family and domestic violence leave entitlement in the Fair Work Act.

I enclose a copy of the proposed Terms of Reference for the review at **Attachment A**.

*Reviewer*

I am proposing that Ms Booth, former Fair Work Commissioner, be appointed to conduct the statutory review of the Closing Loopholes legislation.

This is a non-statutory appointment and is not subject to the government's Merit and Transparency Policy. While this position was not advertised, I have considered advice from the Department of Employment and Workplace Relations on relevant and available eminent persons with appropriate qualifications and experience to undertake the review.

Ms Booth has extensive experience and expertise in workplace relations, having served as a Fair Work Commission member from 2011 to 2022 and having been in private practice as a solicitor specialising in employment and human rights law in the 1990s. Ms Booth also has extensive experience in government in Queensland, including as the Queensland Anti-Discrimination Commissioner from 2003 to 2009 and as a member of the Queensland Civil and Administrative Tribunal from 2009 to 2011.

The department has undertaken due diligence in relation to Ms Booth and has not identified any concerns to suggest she is unsuitable for appointment. To support your consideration of the proposed appointment, Ms Booth's curriculum vitae, private interests declaration and associated information is included at **Attachments B and C**.

Yours sincerely



Amanda Rishworth MP

14/11/2025

Enc.



# Closing Loopholes Review

## Terms of Reference

### Context

During the 47<sup>th</sup> Parliament (2022–2025), the Australian Government secured the passage of significant reforms to Australia's workplace relations laws to close loopholes and improve fairness and safety in the workplace.

The *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* (Closing Loopholes Act) and *Fair Work Legislation Amendment (Closing Loopholes No.2) Act 2024* (Closing Loopholes No. 2 Act) were passed by the Parliament and received Royal Assent on 14 December 2023 and 26 February 2024 respectively. A list of the measures in this legislation is at **Attachment A**.

The *Fair Work Amendment (Paid Family and Domestic Violence Leave) Act 2022* (Family and Domestic Violence Leave Act) provides ten days paid family and domestic violence leave in a 12-month period for full-time, part-time and casual employees.

### Statutory Review

The Closing Loopholes Act and the Closing Loopholes No. 2 Act (the Closing Loopholes legislation) require the Minister for Employment and Workplace Relations to initiate a statutory review to be undertaken within 2 years of commencement.

- Section 4 of the Closing Loopholes Act requires the Minister to cause a review of the operation of the amendments made by the Act to commence by 15 December 2025.
- Section 4 of the Closing Loopholes No. 2 Act requires the Minister to cause a review of the amendments made by the Act, including but not limited to the new jurisdictions relating to regulated workers and the right to disconnect to commence by 27 February 2026.

Both Acts require that:

- the persons who conduct the review must give the Minister a written report of the review within 6 months of the commencement of the review

- the Minister must cause a copy of the report of the review to be tabled in each House of the Parliament within 15 sitting days after the Minister receives it.

The Family and Domestic Violence Leave Act was reviewed in line with its statutory requirements in 2024, and in its response to that review the government committed to further review of the Act.

### Conduct of the review

The Government has decided the statutory reviews of the Closing Loopholes legislation will be conducted together as a joint review (the Closing Loopholes Review). The review will also cover the Family and Domestic Violence Leave Act as agreed in the *Australian Government Response to the Independent Review of the operation of the paid family and domestic violence leave entitlement in the Fair Work Act 2009 (Cth)*.

The Closing Loopholes Review will be led by an independent reviewer appointed by the Minister for Employment and Workplace Relations (the Minister). The Department of Employment and Workplace Relations will provide secretariat support to the review.

The Closing Loopholes Review will commence by 15 December 2025. Without limiting the matters that may be considered, the review must:

- consider whether the operation of the amendments is appropriate and effective
- identify any unintended consequences of the amendments
- consider whether further amendments to the *Fair Work Act 2009*, or any other legislation, are necessary to improve the operation of the amendments or rectify any unintended consequences that are identified.

The review must also further consider the effectiveness of the amendments made by the Family and Domestic Violence Leave Act, taking into account the 2024 independent statutory review of this Act which found that while the entitlement is operating as intended, more time was needed for employers and employees to experience the existing entitlement before further calls for reform were progressed.

The review must provide a document setting out preliminary findings and draft recommendations to the Minister on or before 15 May 2026. The preliminary findings and draft recommendations/draft report are to be published for stakeholder comment. A final Report is to be delivered to the Minister on or before 15 June 2026.

In conducting the Closing Loopholes Review, the reviewer will consider any relevant qualitative and quantitative research.

The review must be informed by stakeholder perspectives, which may include expert advice, and stakeholders must be given an opportunity to provide submissions and evidence on the matters to be considered by the review. Submissions to the review will be published where appropriate, or unless parties request that their submissions remain confidential.

The final Report must detail the reviewer's findings and recommendations about each of the matters to be considered by the review.

## **Publication**

The Minister must cause a copy of the report of the review to be tabled in each House of the Parliament within 15 sitting days after the Minister receives the report.

## Attachment A: Measures contained in Closing Loopholes legislation

### Closing Loopholes Act

- Compliance and enforcement: Criminalising wage theft
- Regulated labour hire arrangement orders (Closing the labour hire loophole)
- Enhancing delegates' rights
- Provide stronger protections against discrimination, adverse action and harassment
- Addressing anomalous consequences of the small business redundancy exemption in insolvency contexts
- Conciliation conference orders
- Entry to assist Health and Safety Representatives
- Amendments to *Asbestos Safety and Eradication Agency Act 2013*
- Amendments to the *Safety Rehabilitation and Compensation Act 1988*
- Industrial manslaughter and other work, health and safety reforms

### Closing Loopholes No. 2 Act

- Extend the powers of the Fair Work Commission to set minimum standards for 'employee-like' workers
- Allow the Fair Work Commission to set minimum standards to ensure the road transport industry is safe, sustainable and viable
- Give workers the right to challenge unfair contractual terms
- Amending the definition of casual employee and providing the employee choice pathway
- Compliance and enforcement: Civil penalties and sham contracting
- Meaning of 'employee' and 'employer' in the *Fair Work Act 2009*
- Enabling multiple franchisees to access the single enterprise agreement stream
- Strengthening right of entry to investigate underpayments
- Fair Work Commission preparing enterprise agreement model terms
- Transitioning from multi-enterprise agreements
- Repeal de-merger from registered organisations amalgamation provisions
- Workplace determinations
- Right to disconnect

## CURRICULUM VITAE

Name: Susan <sup>s 47F(1)</sup> Booth

Former name (s): None

Residential address: s 47F(1)

Postal address: s 47F(1)

Date of birth: s 47F(1)

Present position: Retired

Educational and professional qualifications:

1984-1989: Bachelor of Laws (Hons), Queensland University of Technology (QUT)

1990: Graduate Diploma of Legal practice, QUT

1977-1982: Bachelor of Arts (Double Major in Psychology), University of Queensland

1974-1976: Diploma of Teaching, Brisbane Kindergarten Teachers College

Solicitor of the Supreme Court of Queensland (Admitted 1990)

Solicitor of the High Court of Australia

Former Registered teacher

Relevant experience: 2011-2022: Commissioner, Fair Work Commission

2009-2011: Senior Member, Queensland Civil and Administrative Tribunal

2003-2009: Commissioner, Queensland Anti-Discrimination Commission

1995- 2003 various senior roles Queensland Department of Employment and Queensland Anti-Discrimination Commission

1990-1995: Solicitor in private practice: specializing in employment and human rights law

Current board memberships: s 47F(1)

Former board memberships: Chair, Australian Council of Human Rights Agencies  
Member, Centre for Research in Employment and Work Advisory Committee  
Member, Queensland Law Society Equity Committee

EEO categories F

## PRIVATE INTERESTS DECLARATION

<b>PROPOSED POSITION &amp; ORGANISATION</b>	Reviewer Statutory Review of the Closing Loopholes Acts
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Please answer the following questions by circling the reply that applies to your personal circumstances. If you answer "yes" to any question, please provide details in the provided attachment to this form, **signed and dated**. Please note that answering "yes" to any question does not necessarily preclude you from being appointed. Your response will be treated as confidential and will only be used for purposes connected with this proposed appointment.

s 47F(1)

1. Do you have any disclosable criminal convictions, i.e. convictions as an adult that form part of your criminal history other than those protected by the Spent Convictions Scheme (see Part VIIC of the *Crimes Act 1914*)?
2. Are you, or have you been, the respondent or defendant in any civil or criminal court action (including as a company director or other office holder)?
3. (a) Have you ever been declared bankrupt, entered into a debt agreement under Part IX of the Bankruptcy Act 1996 (the Bankruptcy Act) or entered into a personal insolvency agreement under Part X of the Bankruptcy Act?  
(b) If you are in a partnership, have any of your partners ever been declared bankrupt, entered into a debt agreement under Part IX of the Bankruptcy Act or entered into a personal insolvency agreement under Part X of the Bankruptcy Act?
4. Has any business or commercial enterprise for which you, or if applicable your partner(s), have had responsibility ever gone into receivership or a similar scheme or arrangement?
5. During the last 10 years have you, or if applicable your partner(s), been the subject of a court order in connection with monies owing to another party?
6. Have you ever been summonsed or charged concerning non-payment of tax or outstanding tax debts, investigated for tax evasion or defaults, or negotiated with the Australian Taxation Office over outstanding tax debts?
7. Have you ever been the subject of a complaint to a professional body which has been substantiated, or is currently under investigation? Have you been subject to a formal conduct investigation? (if yes, please provide details).
8. Have you ever been dismissed from employment because of a discipline or misconduct issue?
9. Are you the director of a company, sit on a board of any organisation, or hold any other professional roles or Commonwealth roles (including advisory)? If yes, please provide details in the following page (please include all bodies including not-for-profit).
10. Do you or your immediate family have any financial interest in any company or business, or are you or your immediate family employed or engaged by any company or business, which might have dealings with, or an interest in the decisions of, the office to which you may be appointed? If yes, include advice in a separate attachment on how this conflict of interest would be managed.
11. Are you a lobbyist registered on the Australian Government's Lobbyists Register or the register of a state or territory? If yes, please provide details in a separate attachment.
12. Are you currently employed by the Commonwealth, the Administration of a Territory, or a public statutory corporation or incorporated company owned by the Commonwealth on a full-time/part-time basis? If yes, please provide details.
13. Is there any other information which could be relevant to your suitability for the appointment? (if yes, please provide details).

### ASSURANCE

I advise that to the best of my knowledge my private, business and financial interests, including taxation affairs, would not conflict with my public duties or otherwise cause embarrassment to myself or to the Government during my term of appointment.

I also undertake to advise the responsible minister should a situation arise in the future which might cause a conflict of interest with my responsibilities under this appointment.

Susan <sup>s 47F(1)</sup> Booth  
 Name

s 47F(1)

Signature

29 October 2025  
 Date

**PRIVATE INTERESTS DECLARATION - ATTACHMENT**

<b>PROPOSED POSITION &amp; ORGANISATION</b>	<b>Review of:</b> Statutory review of the Closing Loopholes Acts
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Please provide details for all 'yes' answers to any question on the Private Interests Declaration form. Please detail how any conflict(s), actual or perceived, will be managed if appointed. Please note that responses to Q12 may be relevant to remuneration payable for part-time appointments with reference to section 7(11) of the *Remuneration Act 1973*. The Act provides that a person is not entitled to remuneration for part-time appointments when holding certain full-time employment, engagement or appointment. Your responses will be treated as confidential and will only be used for purposes connected with the proposed appointment.

Please provide any conflict of mitigation strategy(ies) for all directorships, board and professional roles, as well as any matters noted under Question 13 on the previous page.

QUESTION	DETAILS WITH CONFLICT MITIGATION STRATEGY
	<b>S 47F(1)</b>

**ASSURANCE**

I declare that to the best of my knowledge, the information provided above is true and correct.

Susan <sup>s 47F(1)</sup> Booth  
Name

.... **s 47F(1)** ..  
Signature

29 October 2025  
Date

## APPOINTMENT DETAILS PRO-FORMA

<b>Proposing Minister</b>	The Hon Amanda Rishworth MP, Minister for Employment and Workplace Relations
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<b>Organisation</b>	Statutory review of the Closing Loopholes Acts
<b>Proposed Position</b>	Reviewer
<b>Is this a New Appointment or a Reappointment?</b>	New appointment

<b>Proposed Appointee</b>	Susan <sup>s 47F(1)</sup> Booth						
<b>Nominee's Current Position and / or Relevant Credentials</b>	Present position: Retired Former position: Commissioner, Fair Work Commission						
<b>DOB</b>	s 47F(1)	<b>Gender</b>	Female	<b>State of Residence</b>	Qld	<b>EEO Category*</b>	Female

<b>Proposed Term</b>	1 December 2025 – 30 June 2026	<b>Part Time (PT)</b>
<b>Remuneration</b>	Remuneration is set at \$1260 p.d.  Travel to be remunerated in line with Engagement Agreement.	<b>Set by</b> Engagement Agreement to be made between Susan <sup>s 47F(1)</sup> Booth and the Commonwealth of Australia, represented by the Department of Employment and Workplace Relations.

<b>Has the APSC Merit and Transparency policy for Agency Heads and Statutory Offices been followed?</b>	No (does not apply)  The appointment is not an APS agency head or statutory office.	<b>Is the Private Interests Declaration attached?</b>	Yes
		<b>Is a current CV attached?</b>	Yes
<b>For all other vacancies, has the Minister addressed appointment options?</b>	The position was not advertised. The Minister for Employment and Workplace Relations decided to seek approval to appoint an eminent person to conduct the review.	<b>Is the current membership list of the body attached?</b>	N/A – no body

<b>What is the legislative authority?</b>	Terms of Reference: Closing Loopholes Review
<b>Have all legislative requirements been met?</b>	N/A
<b>Who appoints?</b>	Minister for Employment and Workplace Relations

<b>Departmental Contact Officer</b>	s 22(1) _____	<b>Phone</b>	s 22(1) _____
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All details must be supplied. Contact the Appointments team within your Department (if applicable) if you have any queries. If further assistance is required, contact Cabinet Division on s 22(1) or s 22(1) [pmc.gov.au](http://pmc.gov.au).

Table 1: Summary of due diligence checks: Closing Loopholes statutory review – Reviewer – Susan Booth – MS25-000695 – November 2025

Name	Private interests declaration	ASIC personal name extract (ASIC report)	AFSA bankruptcy	ASIC banned and disqualified	Lobbyist Registers	Google	AustLII
Susan Booth  Queensland  Dob: s 47F(1)	s 47F(1)						

**Table 2: Details of due diligence checks: Closing Loopholes statutory review – Reviewer – Susan Booth – MS25-000695 – November 2025**

The department has undertaken a due diligence process to support the proposed appointment of Ms Susan Booth as Reviewer for the Closing Loopholes Review. The approach is not exhaustive but is proportionate and balanced to a non-statutory appointment process. The approach is consistent with the approach undertaken for workplace relations statutory appointments (for example, to the Fair Work Commission).

The due diligence process was conducted in late October/early November 2025.

Check type	Details / summary	Notes
<p><i>Significant public workplace relations comments or decisions</i></p>	<p>No findings of concern that would require mitigation strategies.</p>	<ul style="list-style-type: none"> <li>• AustLII search “Commissioner Booth” yielded 1,440 results</li> <li>• Workplace Express search for exact phrase “Commissioner Booth” yielded 43 results</li>   <li>• Workplace relations decisions that attracted media attention include:                         <ul style="list-style-type: none"> <li>○ <b>Scott Tracey v BP Refinery (Kwinana) Pty Ltd</b></li> <li>○ Mr Tracey, a BP Refinery worker, was dismissed in 2019 after posting a parody video based on the film <i>Downfall</i>. In the scene, an actor playing Hitler is speaking in German and the subtitles have been edited to refer to a bargaining dispute underway.</li> <li>○ Deputy President Binet dismissed Mr Tracey’s unfair dismissal application. Ms Booth was part of the FWC full bench that overturned this decision and ordered that Mr Tracey be reinstated and receive compensation for lost earnings.</li> <li>○ The full bench, which comprised then-Vice President Hatcher (now President of the FWC), then-Vice President Catanzariti, and then-Commissioner Booth, found that a reasonable person would view the video as satirising BP’s conduct during bargaining. The Full Bench further found the proposition that the video was offensive and inappropriate was unsustainable and therefore did not constitute a valid reason for dismissal. The Full Bench’s view was that the video did not liken BP management to Hitler or Nazis or suggest their conduct was comparable. Instead, it was used to compare, for satirical purposes, the position BP had reached in the enterprise bargaining process to the situation of defeat facing Hitler and the Nazi regime in April 1945.</li> <li>○ BP subsequently applied to the Federal Court for judicial review. The Federal Court dismissed the application, finding among other things that the FWC Full Bench ‘applied the requisite principles for appellate review of a decision based on an evaluative judgment’</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>○ The case attracted significant media coverage: <ul style="list-style-type: none"> <li>▪ Sydney Morning Herald: Sacked BP Worker argues Fair Work failed to get his “Hitler Downfall” joke (2017)  <a href="https://www.smb.com.au/business/workplace/sacked-bp-worker-argues-fair-work-failed-to-get-his-hitler-downfall-joke-20191113-p53acu.html">https://www.smb.com.au/business/workplace/sacked-bp-worker-argues-fair-work-failed-to-get-his-hitler-downfall-joke-20191113-p53acu.html</a></li> </ul> </li> <li>• <b>Illawarra Coal Holdings Pty Ltd T/A South32 v Matthew Gosek</b> <ul style="list-style-type: none"> <li>○ In 2017, Commissioner Riordan ordered the reinstatement of Mr Gosek, who had been dismissed by Illawara Coal after sending text messages and making phone calls to colleagues and his supervisor that used abusive, intimidatory, derogatory and offensive language. Mr Gosek was also a Lodge President for the CFMEU at the time.</li> <li>○ Commissioner Riordan found that Mr Gosek’s dismissal was harsh, unjust and unreasonable and ordered that he be reinstated, with continuity of his employment maintained and backpay.</li> <li>○ The employer appealed the decision, and a full bench of the FWC allowed the appeal and quashed Commissioner Riordan’s decision, finding they had taken into account irrelevant considerations and failed to have regard to relevant considerations when characterising Mr Gosek’s conduct as being at the lower end of the scale.</li> <li>○ Commissioner Booth was the dissenting minority in the full bench decision to allow the appeal and quash Commissioner Riordan’s decision. In her reasons for dissenting from the majority of the full bench, Commissioner Booth did not condone or excuse Mr Gosek’s conduct. Her dissent focuses on whether Riordan properly exercised his discretion in finding that Mr Gosek was dismissed unfairly.</li> <li>○ The same Full Bench then subsequently reheard Mr Gosek’s unfair dismissal application. The majority (including Commissioner Booth) concluded there was a valid reason for Mr Gosek’s dismissal, but the dismissal was nevertheless harsh, unjust and unreasonable because it was a one-off event and there were other mitigating circumstances present including his mental health and long unblemished word history. The Full Bench ordered Mr Gosek’s reinstatement but did not order backpay.</li> <li>○ Media coverage:</li> </ul> </li> </ul>
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		<ul style="list-style-type: none"> <li>▪ Australian Financial Review: 'CFMEU delegate fired over threats and abuse of co-workers wins job back' (2018): <a href="https://www.afr.com/policy/economy/cfmeu-delegate-fired-over-threats-and-abuse-of-coworkers-wins-job-back-20180406-h0yftp">https://www.afr.com/policy/economy/cfmeu-delegate-fired-over-threats-and-abuse-of-coworkers-wins-job-back-20180406-h0yftp</a>.</li> </ul> <ul style="list-style-type: none"> <li>• Further relevant articles are linked in <b>Appendix A</b></li> </ul>
<i>Private interests' declaration</i>	No findings of concern that would require mitigation strategies.	<b>s 47F(1)</b>
<i>Up-to-date CV</i>	CV includes details on previous employment and professional qualifications as well as memberships.	<ul style="list-style-type: none"> <li>• CV completed and provided by Ms Booth</li> <li>• See <b>Attachment C</b> to <b>MS25-000695</b></li> </ul>
<i>Conflict of interest declaration</i>	Ms Booth provided a signed copy of the departmental conflict of interest declaration confirming she has no conflicts of interest.	N/A
<i>Australian Securities and Investment Commission (ASIC) personal name extract</i>	No findings of concern that would require mitigation strategies.	<b>s 47F(1)</b>
<i>Australian Financial Security Authority bankruptcy check</i>	Nil result	N/A
<i>ASIC banned and disqualified</i>	Nil result – result is unrelated person.	N/A

<i>Australian Legal Information Institute (AustLII) check</i>	No findings of concern that would require mitigation strategies.	<ul style="list-style-type: none"> <li>• AustLII search for 'Susan Booth' yields 49 results, mostly relating to her decisions as a QCAT member or the Queensland Anti-Discrimination Commissioner</li> <li>• No results concerned Ms Booth in her personal capacity or otherwise raised issues requiring further investigation.</li> </ul>
<i>Lobbyists register checks</i>	Nil results across all jurisdictions.	N/A
<i>Internet/media checks (google, google news, and workplace relations specific media)</i>	No findings of concern that would require mitigation strategies.	<ul style="list-style-type: none"> <li>• Relevant articles are linked in <b>Appendix A</b></li> </ul>
<i>Social media checks</i>	No findings of concern that would require mitigation strategies.	<ul style="list-style-type: none"> <li>• <b>s 47F(1)</b></li> <li>• No LinkedIn profile or relevant posts were found</li> <li>• s 22(1)</li> <li>• A 2007 YouTube video in which Ms Booth, in her capacity as Queensland Anti-Discrimination Commissioner, expressed support for equal age of consent reform with respect to same-sex intercourse. <ul style="list-style-type: none"> <li>◦ Link: <a href="https://www.youtube.com/watch?v=gV2d9SibQbg">https://www.youtube.com/watch?v=gV2d9SibQbg</a>.</li> </ul> </li> </ul>
<i>Boards and memberships</i>	No findings of concern that would require mitigation strategies.	<ul style="list-style-type: none"> <li>• <b>s 47F(1)</b></li> <li>• s 47F(1)</li> <li>• <b>Former board memberships</b> <ul style="list-style-type: none"> <li>• Chair, Australian Council of Human Rights Agencies</li> <li>• Member, Centre for Research in Employment and Work Advisory Committee</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>Member, Queensland Law Society Equity Committee</li> </ul> <p><b>Government Directory search</b></p> <ul style="list-style-type: none"> <li>No details on any positions</li> </ul>
<i>State/Territory parliamentarian</i>	Nil results across jurisdictions.	N/A
<i>Previous employment by a State or Territory Government Department</i>	No findings of concern that would require mitigation strategies.	<p><b>Previously identified positions through searches</b></p> <ul style="list-style-type: none"> <li>Former Fair Work Commissioner (2011-2022)</li> <li>Former Queensland Anti-Discrimination Commissioner</li> <li>Former Senior Member of the Queensland Civil and Administrative Tribunal</li> </ul> <p><b>Disclosed positions</b></p> <ul style="list-style-type: none"> <li>2011-2022: Commissioner, Fair Work Commission</li> <li>2009-2011: Senior Member, Queensland Civil and Administrative Tribunal</li> <li>2003-2009: Commissioner, Queensland Anti-Discrimination Commission <ul style="list-style-type: none"> <li>Anti-Discrimination Commission Queensland Article on resignation: <a href="https://www.qhrc.qld.gov.au/_data/assets/pdf_file/0020/4709/Issue27.pdf">https://www.qhrc.qld.gov.au/_data/assets/pdf_file/0020/4709/Issue27.pdf</a></li> </ul> </li> <li>1995- 2003: various senior roles Queensland Department of Employment and Queensland Anti-Discrimination Commission</li> <li>1990-1995: Solicitor in private practice: specializing in employment and human rights law</li> </ul>

## Appendix A: Relevant Media

## Workplace relations search results

- Workplace Express: Government appoints three new Fair Work Australia Commissioners (2011)  
<https://www.workplaceexpress.com.au/news/government-appoints-three-new-fwa-commissioners-46327>  
 'Booth is currently a senior member with the Queensland Civil and Administrative Tribunal. She was previously an Anti-Discrimination Commissioner in Queensland with prior experience in the Queensland public service and legal practice in workplace relations.'
- Mare Lawyers Workwise: Case law decisions and employee out of hours activities (2013)  
<https://workwiseadvisory.com.au/case-law-decisions-and-employee-out-of-hour-activities/>  
 'Commissioner Booth also found that the employees' after-hours conduct, "not at the workplace and as an invited guest in a private dwelling is not relevant to an employee's duty as an employee, even if it damaged relationships among the employees concerned".'
- Australia's Mining Monthly: Curtis Island reps' permit suspensions overturned (2015)  
<https://www.miningmonthly.com/international-coal-news/news/1276083/curtis-island-reps-permit-suspensions-overturned>  
 FWC full bench overturned Commission member Susan Booth's suspension of entry permits for a number of CFMEU officials including Michael Ravbar and Jade Ingham.
- Smart Company: Worker wins compo for being fired after failing to attend work, explaining to boss he'd "been feeling shit bro" (2017)  
<https://www.smartcompany.com.au/business-advice/worker-wins-compo-for-being-fired-after-failing-to-attend-work-explaining-to-boss-been-feeling-shit-bro/>  
 FWC member Susan Booth found a worker was unfairly dismissed after failing to attend work. His employer said to *Smart Company* 'I don't know what else we could do.'
  - Mr Jason Nicolau v Architectural Project Specialists [2017] FWC 5224  
<https://www.fwc.gov.au/documents/decisionssigned/html/2017fwc5224.htm>
- Coverage of *Scott Tracey v BP Refinery (Kwinana) Pty Ltd* (discussed above)
  - AREEA: Unfairly sacked Hitler Parody Refinery Worker Wins \$201k Payout (2017)  
<https://www.areea.com.au/news-media/media-center/unfairly-sacked-hitler-parody-refinery-worker-wins-201k-payout/>
  - Work Logic: Investigations Insights – "Taking the Mickey" out of your employer is okay (sometimes)! (2017)  
<https://worklogic.com.au/newsletter/out-of-hours-misconduct/>
  - Sydney Morning Herald: Sacked BP Worker argues Fair Work failed to get his "Hitler Downfall" joke (2017)  
<https://www.smh.com.au/business/workplace/sacked-bp-worker-argues-fair-work-failed-to-get-his-hitler-downfall-joke-20191113-p53acu.html>
- Australian Financial Review: CFMEU delegate fired over threats and abuse of co-workers wins job back (2018) (discussed above)

**From:** "s 22(1)  
**Sent:** 14/11/2025 3:03:30 PM  
**To:** s 22(1)@pm.gov.au" <s 22(1)@pm.gov.au>  
**Cc:** "s 22(1) <s 22(1)@dewr.gov.au>  
**Subject:** Correspondence from Minister Rishworth to the Prime Minister  
s 22(1)  
**Attachments:** MS25-000695 - Signed Letter - Prime Minister.pdf

s 22(1)

Good afternoon

Please find attached a letter from the Minister for Employment and Workplace Relations to the Prime Minister regarding the appointment of a reviewer to undertake the review of the *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024*.

No hardcopy to follow.

Kind regards  
s 22(1)

s 22(1) | Departmental Liaison Officer  
Workplace Relations | Office of the Hon Amanda Rishworth MP  
Australian Government Department of Employment and Workplace Relations  
M: s 22(1) | E: s 22(1) [dewr.gov.au](mailto:s 22(1)@dewr.gov.au)  
[Please note I am located and work from Adelaide, SA – Kurna Country]



The Department of Employment and Workplace Relations acknowledges the traditional owners and custodians of country throughout Australia and their continuing connection to land, waters and community. We pay our respects to them and their cultures, and Elders past, present and emerging.

s 22(1)



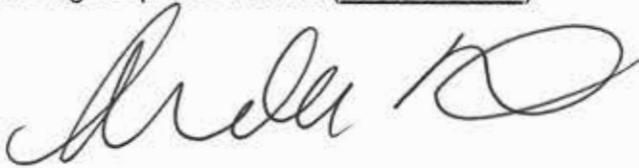
To Minister for Employment and Workplace Relations

Action Required For Decision

**Closing Loopholes - Reviewer letter of appointment**

Timing Please action by **1 December 2025** to ensure the reviewer can be appointed in time for the Closing Loopholes Review to begin by the statutory deadline (15 December 2025).

**Recommendations:**

1. That you <b>sign</b> the letter to Ms Susan Booth appointing her as the reviewer for the Closing Loopholes Review ( <b>Attachment A</b> ).	<b>Signed / Not signed / Please discuss</b>
Minister Rishworth	Date: 30 / 11 / 2025
	
Comments:	

<p><u>Clearing Officer</u></p> <p style="text-align: center; font-size: 24pt;">s 22(1)</p> <p>Signature _____ 27 / 11 / 2025</p> <p>s 22(1), First Assistant Secretary Workplace Relations Group Mob: s 22(1)</p>	<p><u>Contact Officer</u></p> <p>s 22(1) Director   WR   Employment Conditions Division   Strategy and Protections Branch Ph: s 22(1)</p>
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**Executive summary:**

1. The Hon Dr Andrew Charlton MP, Cabinet Secretary, on behalf of the Prime Minister, has agreed the commencement of the Closing Loopholes Review, and the appointment of Ms Booth as the reviewer (**MC25-004012** refers). This approval is in line with the arrangements outlined in your letter of 14 November 2025 (**MS25-000695** refers).
2. The Department of Employment and Workplace Relations is liaising with your office on timing for the announcement of the Review, which is required under the legislation to commence by 15 December 2025.

**Key Points:**

3. Following your signature on the letter of appointment and its dispatch to Ms Booth (with a copy of the terms of reference enclosed), the department will separately contact Ms Booth to provide the proposed contract for her consideration. The contract will be between Ms Booth and the department.
4. Ms Booth's engagement as the reviewer commences when she and the department have signed the contract.

5. In preparation, the department is liaising with Ms Booth on the proposed terms of engagement including remuneration rates, with preliminary agreement to a daily rate of \$1,260, which is within the range set out in **MS25-000532**.
6. The daily rate is consistent with the daily fees for a Fair Work Commission Expert Panel Member as set out in Part 4 of the *Remuneration Tribunal (Remuneration and Allowances for Holders of Part-time Public Office) Determination 2025*.
7. The department will work with your office on announcement of the review, including draft media release and supporting materials.

**Public Sensitivities:**

8. The appointment of the reviewer may raise questions. Ms Booth is unlikely to be a controversial appointee among workplace relations stakeholders as she is an eminent person with relevant workplace relations expertise to undertake the review.
9. Non-statutory ministerial appointments are not subject to the government's Merit and Transparency Policy nor bound by the Commonwealth Procurement Rules.

**Consultation:** Yes.

10. The department consulted the Department of the Prime Minister and Cabinet about the appointment process.

**Legal advice / Legislative impacts:**

11. Commencing the review will discharge your obligations under subsection 4 (1) of the *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* and subsection 4 (1) of the *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024*.
12. The department's Legal & Assurance Division has been consulted on the appointment and reviewed the proposed contract.

**Financial impacts:**

13. The department received \$0.2 million to support the statutory review in the 2023–24 Budget. Any additional costs including secretariat support will need to be met by the department.

**Communications and media strategy:**

14. The department will work with your office to develop a draft media release and provide materials to support the announcement of the review and Ms Booth's appointment.

**Stakeholder Implications:**

15. The review will attract significant stakeholder interest, including from employer groups and unions. In particular, the department notes that:
  - a. employer groups such as the Business Council of Australia and Australian Industry Group have expressed concern the Closing Loopholes legislation will result in an increased cost of doing business, further workplace conflict, job losses and hold back productivity

b. unions are broadly supportive of the reforms to boost wages and create job security.

16. Stakeholders will be interested in timing of the review, and information about the approach to consultations as they have been aware that the review of the Closing Loopholes Act has to commence by 15 December 2025.

**Attachments:**

**A:** Letter of appointment – Ms Booth

**B:** Terms of Reference to be attached to letter to Ms Booth

**From:** "DEWR - Minister Rishworth"  
**Sent:** 1/12/2025 10:34:19 AM  
**To:** "S 47F(1)" <S 47F(1)>  
**Subject:** Correspondence from Minister Rishworth [SEC=OFFICIAL:Sensitive]  
**Attachments:** MS25-000888 Signed Letter - Booth.pdf  
**Categories:** Stacey

**OFFICIAL: Sensitive**

Good morning,

Please find **attached** correspondence from the Hon Amanda Rishworth MP, Minister for Employment and Workplace Relations.

Kind regards,

s 22(1)  
Departmental Liaison Officer  
Workplace Relations | Office of the Hon Amanda Rishworth MP



The Department of Employment and Workplace Relations acknowledges the traditional owners and custodians of country throughout Australia and their continuing connection to land, waters and community. We pay our respects to them and their cultures, and Elders past, present and emerging.

**OFFICIAL: Sensitive**



**The Hon Amanda Rishworth MP**

**Minister For Employment and Workplace Relations**

MS25-000888

Ms Susan Booth

Dear Ms Booth

I am pleased to appoint you as the reviewer for the combined review of the *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* and the *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024* (the Closing Loopholes Acts). The review also provides an opportunity to undertake a further review of the operation of the amendments to introduce paid family and domestic violence leave entitlements in the *Fair Work Act 2009*.

I am appointing you to conduct this review because of your extensive experience in workplace relations and expertise in engaging with workplace relations stakeholders.

I enclose a copy of the Terms of Reference for the review.

#### *Closing Loopholes Review*

The Closing Loopholes Acts each require a review of the operation of amendments made by those Acts to commence no later than 2 years after the Acts received Royal Assent.

I am proposing a single review of the Closing Loopholes legislation to be undertaken to enable an efficient, holistic approach to review the operation of the reforms. On this basis, the combined review of the Closing Loopholes legislation must commence no later than 15 December 2025 and present a final written report to me within 6 months. A copy of the report must be tabled in each House of Parliament within 15 sitting days after I receive the report.

#### *Further review of the operation of paid family and domestic violence leave entitlements*

The *Independent review of the operation of the paid family and domestic violence leave entitlement in the Fair Work Act 2009* conducted in 2024 recommended ongoing evaluation and stakeholder consultation to develop the evidence base on paid family and domestic violence leave.

In its response, the government committed to further evaluate the paid family and domestic leave entitlement alongside the Closing Loopholes Review.

*Terms of engagement*

Officials from the Department of Employment and Workplace Relations will be in contact with you to provide the proposed terms of engagement for your consideration, which will include details of your remuneration, the scope of your appointment and timeframes. Following agreement on those terms of engagement, your appointment will formally commence.

The department will provide secretariat and administrative support to assist you in the conduct of the review.

*Announcement of Review*

I propose to announce the review and your appointment in mid-December 2025. The department will be in touch to confirm timing and media release. Information about the review, including the Terms of Reference, will be published on the departments website.

If you have any questions about your appointment, please contact s 22(1) on s 22(1) or via email at s 22(1) [@dewr.gov.au](mailto:s 22(1)@dewr.gov.au).

Yours sincerely



Amanda Rishworth MP

30 / 11 / 2025

Enc.



# Closing Loopholes Review

## Terms of Reference

### Context

During the 47<sup>th</sup> Parliament (2022–2025), the Australian Government secured the passage of significant reforms to Australia's workplace relations laws to close loopholes and improve fairness and safety in the workplace.

The *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* (Closing Loopholes Act) and *Fair Work Legislation Amendment (Closing Loopholes No.2) Act 2024* (Closing Loopholes No. 2 Act) were passed by the Parliament and received Royal Assent on 14 December 2023 and 26 February 2024 respectively. A list of the measures in this legislation is at **Attachment A**.

The *Fair Work Amendment (Paid Family and Domestic Violence Leave) Act 2022* (Family and Domestic Violence Leave Act) provides ten days paid family and domestic violence leave in a 12-month period for full-time, part-time and casual employees.

### Statutory Review

The Closing Loopholes Act and the Closing Loopholes No. 2 Act (the Closing Loopholes legislation) require the Minister for Employment and Workplace Relations to initiate a statutory review to be undertaken within 2 years of commencement.

- Section 4 of the Closing Loopholes Act requires the Minister to cause a review of the operation of the amendments made by the Act to commence by 15 December 2025.
- Section 4 of the Closing Loopholes No. 2 Act requires the Minister to cause a review of the amendments made by the Act, including but not limited to the new jurisdictions relating to regulated workers and the right to disconnect to commence by 27 February 2026.

Both Acts require that:

- the persons who conduct the review must give the Minister a written report of the review within 6 months of the commencement of the review

- the Minister must cause a copy of the report of the review to be tabled in each House of the Parliament within 15 sitting days after the Minister receives it.

The Family and Domestic Violence Leave Act was reviewed in line with its statutory requirements in 2024, and in its response to that review the government committed to further review of the Act.

### Conduct of the review

The Government has decided the statutory reviews of the Closing Loopholes legislation will be conducted together as a joint review (the Closing Loopholes Review). The review will also cover the Family and Domestic Violence Leave Act as agreed in the *Australian Government Response to the Independent Review of the operation of the paid family and domestic violence leave entitlement in the Fair Work Act 2009 (Cth)*.

The Closing Loopholes Review will be led by an independent reviewer appointed by the Minister for Employment and Workplace Relations (the Minister). The Department of Employment and Workplace Relations will provide secretariat support to the review.

The Closing Loopholes Review will commence by 15 December 2025. Without limiting the matters that may be considered, the review must:

- consider whether the operation of the amendments is appropriate and effective
- identify any unintended consequences of the amendments
- consider whether further amendments to the *Fair Work Act 2009*, or any other legislation, are necessary to improve the operation of the amendments or rectify any unintended consequences that are identified.

The review must also further consider the effectiveness of the amendments made by the Family and Domestic Violence Leave Act, taking into account the 2024 independent statutory review of this Act which found that while the entitlement is operating as intended, more time was needed for employers and employees to experience the existing entitlement before further calls for reform were progressed.

The review must provide a document setting out preliminary findings and draft recommendations to the Minister on or before 15 May 2026. The preliminary findings and draft recommendations/draft report are to be published for stakeholder comment. A final Report is to be delivered to the Minister on or before 15 June 2026.

In conducting the Closing Loopholes Review, the reviewer will consider any relevant qualitative and quantitative research.

The review must be informed by stakeholder perspectives, which may include expert advice, and stakeholders must be given an opportunity to provide submissions and evidence on the matters to be considered by the review. Submissions to the review will be published where appropriate, or unless parties request that their submissions remain confidential.

The final Report must detail the reviewer's findings and recommendations about each of the matters to be considered by the review.

### **Publication**

The Minister must cause a copy of the report of the review to be tabled in each House of the Parliament within 15 sitting days after the Minister receives the report.

## Attachment A: Measures contained in Closing Loopholes legislation

### Closing Loopholes Act

- Compliance and enforcement: Criminalising wage theft
- Regulated labour hire arrangement orders (Closing the labour hire loophole)
- Enhancing delegates' rights
- Provide stronger protections against discrimination, adverse action and harassment
- Addressing anomalous consequences of the small business redundancy exemption in insolvency contexts
- Conciliation conference orders
- Entry to assist Health and Safety Representatives
- Amendments to *Asbestos Safety and Eradication Agency Act 2013*
- Amendments to the *Safety Rehabilitation and Compensation Act 1988*
- Industrial manslaughter and other work, health and safety reforms

### Closing Loopholes No. 2 Act

- Extend the powers of the Fair Work Commission to set minimum standards for 'employee-like' workers
- Allow the Fair Work Commission to set minimum standards to ensure the road transport industry is safe, sustainable and viable
- Give workers the right to challenge unfair contractual terms
- Amending the definition of casual employee and providing the employee choice pathway
- Compliance and enforcement: Civil penalties and sham contracting
- Meaning of 'employee' and 'employer' in the *Fair Work Act 2009*
- Enabling multiple franchisees to access the single enterprise agreement stream
- Strengthening right of entry to investigate underpayments
- Fair Work Commission preparing enterprise agreement model terms
- Transitioning from multi-enterprise agreements
- Repeal de-merger from registered organisations amalgamation provisions
- Workplace determinations
- Right to disconnect

s 22(1)

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**From:** s 22(1)  
**Sent:** Thursday, 4 December 2025 7:40 PM  
**To:** Susan Booth  
**Cc:** s 22(1) s 22(1) DEWR - Media  
**Subject:** CL review - media materials and contacts [SEC=OFFICIAL]  
**Categories:** s 22(1)

Hi Susan

For your visibility – I spoke with s 22(1) in our DEWR media team. I have copied him into this email.

He is on call so he will let us know if a copy comes through tonight or tomorrow that we can share.

He also confirmed that if you receive any media enquiries, they should all be directed to the DEWR media team. They will then reach out to us (and you as needed) for a response.

To: s 22(1) [dewr.gov.au](mailto:dewr.gov.au)  
Cc: s 22(1) [dewr.gov.au](mailto:dewr.gov.au); s 22(1) [dewr.gov.au](mailto:dewr.gov.au)

It is likely that the department will receive some enquiries on the topic when the release is published, and through the review process.

And if you have any concerns or questions, please let us know.

I note you will have a DEWR email account from Monday when you come into the office on Monday to set up your account.

Kind regards

s 22(1)

s 22(1)

---

**From:** DEWR - Media  
**Sent:** Wednesday, 3 December 2025 4:48 PM  
**To:** s 22(1) s 22(1)  
**Cc:** s 22(1) s 22(1) s 22(1) s 22(1) DEWR - Media  
**Subject:** RE: Closing Loopholes Review Media materials [SEC=OFFICIAL]  
**Attachments:** 251111 - Rishworth media release - Closing Loopholes Review - CLEARED.docx;  
251111 - Rishworth backgrounder - Closing Loopholes Review - CLEARED.docx  
**Categories:** s 22(1)

Hi s 22(1)

Confirming the attached Closing Loopholes review media release and backgrounder has been delivered to the Rishworth MO this afternoon.

s 22(1)

Please let us know any questions or concerns.

Regards,

s 22(1)  
Senior Media Officer

Media Team | Communication and Media Branch  
People and Communication  
Australian Government Department of Employment and Workplace Relations  
Phone s 22(1) | Mobile s 22(1)  
[dewr.gov.au](http://dewr.gov.au)

---

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**From:** s 22(1) <s 22(1) dewr.gov.au>  
**Sent:** Wednesday, 3 December 2025 11:00 AM  
**To:** s 22(1) <s 22(1) dewr.gov.au>; DEWR - Media <s 22(1) dewr.gov.au>  
**Cc:** s 22(1) <s 22(1) dewr.gov.au>; s 22(1) <s 22(1) dewr.gov.au>;  
s 22(1) <s 22(1) dewr.gov.au>; s 22(1) <s 22(1) dewr.gov.au>  
**Subject:** Closing Loopholes Review Media materials [SEC=OFFICIAL]

Hi Media

Please see below our cleared changes to the CL Review MR and Backgrounder.

:  [251111 - Rishworth media release - Closing Loopholes Review.docx](#)

:  [251111 - Rishworth backgrounder - Closing Loopholes Review.docx](#)

Let me know if you need any further information or have any questions.

Thanks  
s 22(1)

)  
Director

Workplace Compliance Section | Workplace Exploitation Branch  
Entitlements Safeguards Division  
Australian Government Department of Employment and Workplace Relations  
Phone: s 22(1)  
[dewr.gov.au](http://dewr.gov.au)

*Please note I job-share with s 22(1)*

*works Monday to Wednesday and I work Wednesday to Friday.*

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**MINISTER RISHWORTH BACKGROUND BRIEFING DOCUMENT****TOPIC:** Closing Loopholes Review**DATE:** Friday 5 December 2025*For MO media team to fill out***STATISTIC:****SOUNDBITE:****STORY:***For Department and Adviser to fill out.*

<b>WHO</b>	<p><b><i>Who is conducting the Closing Loopholes Review?</i></b> The Minister has appointed Susan Booth as the independent reviewer responsible for the Closing Loopholes Review.</p> <p>Ms Booth served as Commissioner at the Fair Work Commission from 2011 until her retirement in 2022, giving her extensive insight into the impacts of the workplace relations system on workers and employers.</p> <p>Before this, Ms Booth was a senior member of the Queensland Civil and Administrative Tribunal from 2009 to 2011. She served as Queensland's Anti-Discrimination Commissioner between 2002 and 2009.</p> <p>Ms Booth has also worked as a solicitor in private practice specialising in employment and industrial law, and as a teacher. Ms Booth holds formal qualifications in law and education.</p> <p>Ms Booth's career reflects deep expertise in workplace relations and a strong commitment to fairness and equity.</p> <p><b><i>Who will be consulted as part of the review?</i></b> The reviewer will engage with stakeholders including industry, employer groups, employee groups, and academics.</p> <p>The review will be informed by stakeholder input.</p> <p>Further information on consultation arrangements will be announced soon.</p>
<b>WHAT</b>	<p><b><i>What is the Closing Loopholes Review?</i></b> Under Sections 4 of the <i>Fair Work Legislation Amendment (Closing Loopholes) Act 2023</i> and the <i>Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024</i>, Minister Rishworth must cause a review to be conducted of the operation of the amendments made by the Acts.</p> <p>The review of the first Act must begin by 15 December 2025, and the review of the second Act by 27 February 2026.</p>

The government has decided the statutory reviews of the Closing Loopholes Acts will be conducted together as a joint review (the Closing Loopholes Review).

The review will also cover the operation of the *Fair Work Amendment (Paid Family and Domestic Violence Leave) Act 2022 (FDVL Act)*, as committed to in the Australian Government's response to the 2024 independent review of the FDVL Act.

***What does the review aim to achieve?***

The review must:

- consider whether the operation of the amendments is appropriate and effective
- identify any unintended consequences of the amendments
- consider whether further amendments to the Fair Work Act 2009, or any other legislation, are necessary to:
  - improve the operation of the amendments or
  - rectify any unintended consequences that are identified.

The review will also evaluate the paid family and domestic violence leave entitlement introduced by the FDVL Act. The 2024 independent statutory review of the FDVL Act found the entitlement was operating as intended, but noted that more time was needed for employers and employees to become familiar with the entitlement. The Closing Loopholes review will reconsider the operation of paid family and domestic violence leave.

The terms of reference are on the Department of Employment and Workplace Relations' website: **[TBC]**

***What support will be provided to the reviewer?***

The Department of Employment and Workplace Relations will provide secretariat support and assistance on policy and economic issues and background.

The reviewer may engage additional external expertise as required.

***Will the reviewer prepare a report?***

Yes. The reviewer must provide the Minister a written report of the review within 6 months of commencement (on or before 15 June 2026). The Minister will table the report in both Houses of Parliament within 15 sitting days of receiving it.

The government will consider the report, and any recommendations, after the review has concluded.

***What will the reviewer do?***

	<p>The reviewer will consider stakeholder feedback, evidence on outcomes of the reforms, and relevant qualitative and quantitative research.</p> <p>The reviewer will provide a document setting out preliminary findings and draft recommendations to the Minister by 15 May 2026.</p> <p>The preliminary findings and draft recommendation/draft report are to be published for stakeholder comment. A final Report is to be delivered to the Minister on or before 15 June 2026.</p>
<b>WHEN</b>	<p><b><i>When will the review commence?</i></b> The combined review commences on <b>15 December 2025.</b></p> <p><b><i>When can stakeholders submit their views?</i></b> The preliminary findings and draft recommendations will be published for stakeholder comment.</p> <p>The exact timing of the consultation will be a matter to be decided by the reviewer.</p>
<b>WHERE</b>	<p><b><i>Where can stakeholders submit their views?</i></b> Accessible submission channels and platforms will be available for stakeholders to submit their views.</p> <p>This will include a website and an email address, with details to be confirmed.</p>
<b>HOW</b>	<p><b><i>How much funding is being provided to the review?</i></b> The Department of Employment and Workplace Relations received \$0.2 million in the 2023–24 Budget to support the statutory review of the Closing Loophole reforms.</p> <p>Any additional costs of the review will be met by the department.</p> <p><b><i>How was the reviewer selected?</i></b> Ms Booth was appointed by Minister Rishworth based on her wealth of experience in workplace relations, having been a Fair Work Commissioner from 2011 until her retirement in 2022. Ms Booth’s experience on the Fair Work Commission gives her a deep understanding of the practical impacts of the workplace relations system on workers and employers.</p> <p>The position was not advertised.</p> <p><b><i>How long will the review take?</i></b> The reviewer must provide the Minister a written report of the review within 6 months of the commencement of the review.</p>
<b>WHY</b>	<p><b><i>Why is the review needed?</i></b> Under Section 4 of the <i>Fair Work Legislation Amendment (Closing Loopholes) Act 2023</i> and Section 4 of the <i>Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024</i>, the Minister of Employment and Workplace Relations must</p>

	<p>cause a review to be conducted of the operation of the amendments made by the Acts.</p> <p>In its Australian Government response to the 2024 review of the FDVL Act, the government also committed to further evaluation of paid FDV leave as part of the Closing Loopholes review, allowing the ongoing progress of the entitlement to be further considered.</p> <p><b><i>Why is the Closing Loopholes review combined with reviewing the Family and Domestic Violence Leave Act?</i></b>  The combined review will allow ongoing progress of the paid FDV leave entitlement for all employees, including casuals, to be considered alongside amendments that made subjection to FDV a protected attribute in the <i>Fair Work Legislation Amendment (Closing Loopholes) Act 2023</i> and amendments to casual employment provisions in the <i>Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024</i>.</p>
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*For Department and Adviser to fill out if relevant.*

**STATISTICAL BREAKDOWN / EXTRA INFO**

**Overall stats**

N/A.

*For Department, Adviser and MO media team to fill out*

**SAMPLE DEFENSIVE QUESTIONS**

**Question:** How was the reviewer selected?

**Answer:**

The Minister for Employment and Workplace Relations appointed Ms Susan Booth to conduct the review based on Ms Booth’s experience in the Australian workplace relations system. The appointment is a non-statutory Ministerial appointment.

**Question:** Why was Susan Booth the successful candidate?

**Answer:**

Ms Booth brings considerable workplace relations and tribunal experience, including over a decade as a Fair Work Commission member, in addition to her time as the Queensland Anti-Discrimination Commissioner and as a senior member of the Queensland Civil and Administrative Tribunal.

Ms Booth’s career demonstrates her expertise in workplace relations, and her commitment to fairness, equity, and workplace safety.

**Question:** How was the remuneration package determined?

**Answer:**

Ms Booth's remuneration has been set in line with comparable appointments determined by the Remuneration Tribunal, under Part 4 of the *Remuneration Tribunal (Remuneration and Allowances for Holders of Part-time Public Office) Determination 2025*.

**Question:** How has the government managed consultation fatigue given the recent number and speed of reforms delivered in the government's previous term?

**Answer:**

The government has combined the reviews to provide an efficient and holistic review of the review and mitigate the risks of consultation fatigue and confusion that may arise if the two Closing Loopholes Acts were reviewed separately.

The department will seek to further mitigate this by working with the reviewer to consider the scheduling of consultation.

In its response to the 2024 review of FDV leave, the government also committed to evaluating the FDV leave entitlement as part of the Closing Loopholes review.

s 22(1)

s 22(1)

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**From:** DEWR - Media  
**Sent:** Wednesday, 3 December 2025 4:31 PM  
**To:** s 22(1) s 22(1) s 22(1) ; s 22(1)  
**Cc:** s 22(1) s 22(1) DEWR - Media  
**Subject:** DELIVERED: Closing Loopholes Review media release and backgrounder [SEC=OFFICIAL]  
**Attachments:** 251111 - Rishworth media release - Closing Loopholes Review - CLEARED.docx; 251111 - Rishworth backgrounder - Closing Loopholes Review - CLEARED.docx  
**Categories:** s 22(1)

Hi s 22(1) and s 22(1)

Please see the cleared Closing Loopholes Review media release and backgrounder attached, ahead of Friday's proposed announcement.

s 22(1)

Please let us know any question or concerns.

Please

Regards,

s 22(1)  
Senior Media Officer

Media Team | Communication and Media Branch  
People and Communication  
Australian Government Department of Employment and Workplace Relations  
Phone s 22(1) | Mobile s 22(1)  
[dewr.gov.au](http://dewr.gov.au)

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s 22(1)

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**From:** s 22(1)  
**Sent:** Thursday, 4 December 2025 6:32 PM  
**To:** DEWR - Media  
**Cc:** s 22(1)  
**Subject:** RE: Closing Loopholes Review Media materials [SEC=OFFICIAL]

**Categories:** s 22(1)

Hi <sup>s 22(1)</sup>

Thanks for your email – let me know when you do have a copy later tonight or the morning – s 22(1) seemed to think it might be around 11am when the release goes out

If susan gets an media enquiries – can she email them to the dewr-media address? And cc me in? or should I give her a key contact – we aren't anticipating she would get calls but just in case

Thanks – I will update her in the morning

Regards

<sup>s 22(1)</sup>

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**From:** DEWR - Media <s 22(1)dewr.gov.au>  
**Sent:** Thursday, 4 December 2025 12:17 PM  
**To:** s 22(1) <s 22(1) dewr.gov.au>  
**Cc:** s 22(1) <s 22(1) dewr.gov.au>; s 22(1) <s 22(1) dewr.gov.au>;  
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Confirming we have sent the updated media release reflecting the by/before change to the Rishworth MO, as well as the inclusion of the hyperlinks to the department webpages in the documents.

s 22(1)

We'll keep you informed with any updates in the meantime.

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People and Communication

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**Subject:** FW: Closing Loopholes Review Media materials [SEC=OFFICIAL]  
**Importance:** High

Hi <sup>S 22(1)</sup>

Could we please make one change to the Media Release, as attached?

Thanks  
s 22(1)

s 22(1) (she/her)  
A/g Assistant Secretary  
Workplace Exploitation Branch | Entitlements Safeguards Division  
Australian Government Department of Employment and Workplace Relations  
Phone S 22(1) Mobiles 22(1)

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Please let us know any questions or concerns.

Regards,

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Senior Media Officer

Media Team | Communication and Media Branch  
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Australian Government Department of Employment and Workplace Relations  
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s 22(1)

)  
Director

Workplace Compliance Section | Workplace Exploitation Branch  
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Australian Government Department of Employment and Workplace Relations  
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s 22(1)

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**From:** DEWR - Media  
**Sent:** Thursday, 4 December 2025 7:29 PM  
**To:** s 22(1)  
**Cc:** s 22(1) DEWR - Media  
**Subject:** Re: Closing Loopholes Review Media materials [SEC=OFFICIAL]

**Categories:** s 22(1)

Hi <sup>s 22(1)</sup>

Not a problem at all. I'm on call tonight so will send through any copy should we receive it.

One of the Rishworth media advisers let us know earlier today that they were reviewing and editing the release, and said it may need to run through a fact-check before publishing. Well let you know if this fact-check is indeed needed.

All media enquiries should be directed to the appropriate channel which is the media team. We will then reach out to the correct team for a response. Happy if Susan copies you in to these enquiry emails when forwarding them to the media team.

It is likely that the department will receive some enquiries on the topic when the release is published, and through the review process.

Please let us know if you have any questions or concerns in the meantime.

Regards,  
s 22(1)

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Senior Media Officer

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People and Communication  
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Director

Workplace Compliance Section | Workplace Exploitation Branch  
Entitlements Safeguards Division  
Australian Government Department of Employment and Workplace Relations  
Phone: s 22(1)  
[dewr.gov.au](http://dewr.gov.au)

*Please note I job-share with s 22(1) works Monday to Wednesday and I work Wednesday to Friday.*

The Department of Employment and Workplace Relations acknowledges the traditional owners and custodians of country throughout Australia and their continuing waters and community. We pay our respects to them and their cultures, and Elders past, present and emerging.

s 22(1)

---

**From:** DEWR - Media  
**Sent:** Thursday, 4 December 2025 11:20 AM  
**To:** s 22(1) s 22(1) s 22(1) s 22(1)  
**Cc:** s 22(1) s 22(1) DEWR - Media  
**Subject:** FOR RESPONSE: Closing Loopholes Review media release and backgrounder [SEC=OFFICIAL]

**Categories:** s 22(1)

Please see the updated Closing Loopholes Review media release and backgrounder, which have now been hyperlinked with the appropriate links.

These webpages will be turned on prior to publishing when you provide us with some timing.

s 22(1)

Regards,

s 22(1)  
Senior Media Officer

Media Team | Communication and Media Branch  
People and Communication  
Australian Government Department of Employment and Workplace Relations  
Phone s 22(1) | Mobile s 22(1)  
[dewr.gov.au](http://dewr.gov.au)

---

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---

**From:** DEWR - Media <s 22(1)dewr.gov.au>  
**Sent:** Wednesday, 3 December 2025 4:31 PM  
**To:** s 22(1) <s 22(1) dewr.gov.au>; s 22(1) <s 22(1) dewr.gov.au>; s 22(1) @dewr.gov.au; s 22(1) s 22(1) @dewr.gov.au  
**Cc:** s 22(1) <s 22(1) @dewr.gov.au>; s 22(1) <s 22(1) @dewr.gov.au>; DEWR - Media <s 22(1)dewr.gov.au>  
**Subject:** DELIVERED: Closing Loopholes Review media release and backgrounder [SEC=OFFICIAL]

Hi s 22(1) and s 22(1)

Please see the cleared Closing Loopholes Review media release and backgrounder attached, ahead of Friday's proposed announcement.

s 22(1)

Please let us know any question or concerns.

Please

Regards,

S 22(1)

Senior Media Officer

Media Team | Communication and Media Branch  
People and Communication

Australian Government Department of Employment and Workplace Relations

Phone S 22(1) | Mobile S 22(1)

[dewr.gov.au](http://dewr.gov.au)

---

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s 22(1)

---

**From:** DEWR - Media  
**Sent:** Thursday, 4 December 2025 12:17 PM  
**To:** s 22(1)  
**Cc:** s 22(1) s 22(1) s 22(1) s 22(1)  
s 22(1) s 22(1) DEWR - Media  
**Subject:** RE: Closing Loopholes Review Media materials [SEC=OFFICIAL]

Hi s 22(1)

Confirming we have sent the updated media release reflecting the by/before change to the Rishworth MO, as well as the inclusion of the hyperlinks to the department webpages in the documents.

s 22(1)

We'll keep you informed with any updates in the meantime.

Regards,

s 22(1)  
Senior Media Officer

Media Team | Communication and Media Branch  
People and Communication  
Australian Government Department of Employment and Workplace Relations  
Phone s 22(1) | Mobile s 22(1)  
[dewr.gov.au](http://dewr.gov.au)

---

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---

**From:** s 22(1) <s 22(1) dewr.gov.au>  
**Sent:** Thursday, 4 December 2025 8:38 AM  
**To:** DEWR - Media <s 22(1) dewr.gov.au>  
**Cc:** s 22(1) <s 22(1) dewr.gov.au>; s 22(1) <s 22(1) dewr.gov.au>;  
s 22(1) <s 22(1) dewr.gov.au>; s 22(1) <s 22(1) dewr.gov.au>;  
s 22(1) <s 22(1) dewr.gov.au>; s 22(1) <s 22(1) dewr.gov.au>  
**Subject:** FW: Closing Loopholes Review Media materials [SEC=OFFICIAL]  
**Importance:** High

Hi s 22(1)

Could we please make one change to the Media Release, as attached?

Thanks  
s 22(1)

s 22(1) (she/her)  
A/g Assistant Secretary  
Workplace Exploitation Branch | Entitlements Safeguards Division  
Australian Government Department of Employment and Workplace Relations  
Phone s 22(1) Mobile s 22(1)

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---

**From:** DEWR - Media <s 22(1) [dewr.gov.au](mailto:s 22(1)@dewr.gov.au)>  
**Sent:** Wednesday, 3 December 2025 4:48 PM  
**To:** s 22(1) <s 22(1) [dewr.gov.au](mailto:s 22(1)@dewr.gov.au)>; s 22(1) <s 22(1) [dewr.gov.au](mailto:s 22(1)@dewr.gov.au)>  
**Cc:** s 22(1) <s 22(1) [dewr.gov.au](mailto:s 22(1)@dewr.gov.au)>; s 22(1) <s 22(1) [dewr.gov.au](mailto:s 22(1)@dewr.gov.au)>;  
s 22(1) <s 22(1) [dewr.gov.au](mailto:s 22(1)@dewr.gov.au)>; s 22(1) <s 22(1) [dewr.gov.au](mailto:s 22(1)@dewr.gov.au)>; DEWR - Media  
<s 22(1) [dewr.gov.au](mailto:s 22(1)@dewr.gov.au)>  
**Subject:** RE: Closing Loopholes Review Media materials [SEC=OFFICIAL]

Hi s 22(1)

Confirming the attached Closing Loopholes review media release and backgrounder has been delivered to the Rishworth MO this afternoon.

s 22(1)

Please let us know any questions or concerns.

Regards,

s 22(1)  
Senior Media Officer

Media Team | Communication and Media Branch  
People and Communication  
Australian Government Department of Employment and Workplace Relations  
Phone s 22(1) | Mobile s 22(1)  
[dewr.gov.au](http://dewr.gov.au)

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**From:** s 22(1) <s 22(1) [dewr.gov.au](mailto:s 22(1)@dewr.gov.au)>  
**Sent:** Wednesday, 3 December 2025 11:00 AM  
**To:** s 22(1) <s 22(1) [dewr.gov.au](mailto:s 22(1)@dewr.gov.au)>; DEWR - Media <s 22(1) [dewr.gov.au](mailto:s 22(1)@dewr.gov.au)>  
**Cc:** s 22(1) <s 22(1) [dewr.gov.au](mailto:s 22(1)@dewr.gov.au)>; s 22(1) <s 22(1) [dewr.gov.au](mailto:s 22(1)@dewr.gov.au)>;

s 22(1) <s 22(1) [dewr.gov.au](http://dewr.gov.au)>; s 22(1) <s 22(1) [dewr.gov.au](http://dewr.gov.au)>  
**Subject:** Closing Loopholes Review Media materials [SEC=OFFICIAL]

Hi Media

Please see below our cleared changes to the CL Review MR and Backgrounder.

:  [251111 - Rishworth media release - Closing Loopholes Review.docx](#)

:  [251111 - Rishworth backgrounder - Closing Loopholes Review.docx](#)

Let me know if you need any further information or have any questions.

Thanks  
s 22(1)

)  
Director

Workplace Compliance Section | Workplace Exploitation Branch  
Entitlements Safeguards Division  
Australian Government Department of Employment and Workplace Relations  
Phone: s 22(1)  
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s 22(1)

---

**From:** DEWR - Media  
**Sent:** Friday, 5 December 2025 10:13 AM  
**To:** s 22(1)  
**Cc:** DEWR - Media; s 22(1) s 22(1) s 22(1)  
**Subject:** RE: Closing Loopholes Review Media materials [SEC=OFFICIAL]  
**Attachments:** 251111 - Rishworth media release - Closing Loopholes Review - CLEARED -JL - HYPERLINKED.docx

**Importance:** High

**Categories:** s 22(1)

Hi<sup>s 22(1)</sup> and team,

Please find the final updated and hyperlinked copy of the media release attached, post MO clearance.

Web services will turn on the webpage link at 10:50am AEDT, prior to the publishing at 11am AEDT.

s 22(1)

Please let us know any questions or concerns in the meantime.

Regards,

s 22(1)  
Senior Media Officer

Media Team | Communication and Media Branch  
People and Communication  
Australian Government Department of Employment and Workplace Relations  
Phone s 22(1) | Mobile s 22(1)  
[dewr.gov.au](http://dewr.gov.au)

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---

**From:** s 22(1) <s 22(1) dewr.gov.au>  
**Sent:** Friday, 5 December 2025 9:33 AM  
**To:** DEWR - Media <s 22(1) dewr.gov.au>  
**Subject:** RE: Closing Loopholes Review Media materials [SEC=OFFICIAL]

Hi<sup>s 22(1)</sup>

Just checking in whether you have a copy yet that we could send to the reviewer?

Thanks  
s 22(1)

---

**From:** DEWR - Media <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Sent:** Thursday, 4 December 2025 7:29 PM  
**To:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Cc:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; DEWR - Media <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Subject:** Re: Closing Loopholes Review Media materials [SEC=OFFICIAL]

Hi <sup>s 22(1)</sup>

Not a problem at all. I'm on call tonight so will send through any copy should we receive it.

One of the Rishworth media advisers let us know earlier today that they were reviewing and editing the release, and said it may need to run through a fact-check before publishing. Well let you know if this fact-check is indeed needed.

All media enquiries should be directed to the appropriate channel which is the media team. We will then reach out to the correct team for a response. Happy if Susan copies you in to these enquiry emails when forwarding them to the media team.

It is likely that the department will receive some enquiries on the topic when the release is published, and through the review process.

Please let us know if you have any questions or concerns in the meantime.

Regards,  
S 22(1)

---

**From:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Sent:** Thursday, December 4, 2025 6:32 pm  
**To:** DEWR - Media <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Cc:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Subject:** RE: Closing Loopholes Review Media materials [SEC=OFFICIAL]

Hi <sup>s 22(1)</sup>

Thanks for your email – let me know when you do have a copy later tonight or the morning – S 22(1) seemed to think it might be around 11am when the release goes out

If Susan gets an media enquiries – can she email them to the dewr-media address? And cc me in? or should I give her a key contact – we aren't anticipating she would get calls but just in case

Thanks – I will update her in the morning

Regards

<sup>s 22(1)</sup>

---

**From:** DEWR - Media <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Sent:** Thursday, 4 December 2025 12:17 PM  
**To:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Cc:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>;

s 22(1) <s 22(1) [dewr.gov.au](http://dewr.gov.au)>; s 22(1) <s 22(1) [dewr.gov.au](http://dewr.gov.au)>;  
s 22(1) <s 22(1) [dewr.gov.au](http://dewr.gov.au)>; s 22(1) <s 22(1) [dewr.gov.au](http://dewr.gov.au)>; DEWR - Media  
<s 22(1) [dewr.gov.au](http://dewr.gov.au)>

**Subject:** RE: Closing Loopholes Review Media materials [SEC=OFFICIAL]

Hi s 22(1)

Confirming we have sent the updated media release reflecting the by/before change to the Rishworth MO, as well as the inclusion of the hyperlinks to the department webpages in the documents.

s 22(1)

We'll keep you informed with any updates in the meantime.

Regards,

s 22(1)  
Senior Media Officer

Media Team | Communication and Media Branch  
People and Communication  
Australian Government Department of Employment and Workplace Relations  
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[dewr.gov.au](http://dewr.gov.au)

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**From:** s 22(1) <s 22(1) [dewr.gov.au](http://dewr.gov.au)>

**Sent:** Thursday, 4 December 2025 8:38 AM

**To:** DEWR - Media <s 22(1) [dewr.gov.au](http://dewr.gov.au)>

**Cc:** s 22(1) <s 22(1) [dewr.gov.au](http://dewr.gov.au)>; s 22(1) <s 22(1) [dewr.gov.au](http://dewr.gov.au)>;

s 22(1) <s 22(1) [dewr.gov.au](http://dewr.gov.au)>; s 22(1) <s 22(1) [dewr.gov.au](http://dewr.gov.au)>;

s 22(1) <s 22(1) [dewr.gov.au](http://dewr.gov.au)>; s 22(1) <s 22(1) [dewr.gov.au](http://dewr.gov.au)>

**Subject:** FW: Closing Loopholes Review Media materials [SEC=OFFICIAL]

**Importance:** High

Hi s 22(1)

Could we please make one change to the Media Release, as attached?

Thanks  
s 22(1)

(1) (she/her)  
A/g Assistant Secretary  
Workplace Exploitation Branch | Entitlements Safeguards Division  
Australian Government Department of Employment and Workplace Relations  
Phone s 22(1) Mobile s 22(1)

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**From:** DEWR - Media <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Sent:** Wednesday, 3 December 2025 4:48 PM  
**To:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Cc:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>;  
S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; DEWR - Media  
<S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Subject:** RE: Closing Loopholes Review Media materials [SEC=OFFICIAL]

Hi s 22(1)

Confirming the attached Closing Loopholes review media release and backgrounder has been delivered to the Rishworth MO this afternoon.

s 22(1)

Please let us know any questions or concerns.

Regards,

s 22(1)  
Senior Media Officer

Media Team | Communication and Media Branch  
People and Communication  
Australian Government Department of Employment and Workplace Relations  
Phone S 22(1) | Mobile S 22(1)  
[dewr.gov.au](http://dewr.gov.au)

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**From:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Sent:** Wednesday, 3 December 2025 11:00 AM  
**To:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; DEWR - Media <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Cc:** S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>;  
S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>; S 22(1) <S 22(1) [dewr.gov.au](mailto:dewr.gov.au)>  
**Subject:** Closing Loopholes Review Media materials [SEC=OFFICIAL]

Hi Media

Please see below our cleared changes to the CL Review MR and Backgrounder.

: [251111 - Rishworth media release - Closing Loopholes Review.docx](#)

: [251111 - Rishworth backgrounder - Closing Loopholes Review.docx](#)

Let me know if you need any further information or have any questions.

Thanks  
s 22(1)

)  
Director

Workplace Compliance Section | Workplace Exploitation Branch  
Entitlements Safeguards Division  
Australian Government Department of Employment and Workplace Relations  
Phone: s 22(1)  
[dewr.gov.au](http://dewr.gov.au)

*Please note I job-share with s 22(1)*

*works Monday to Wednesday and I work Wednesday to Friday.*

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## **The Hon Amanda Rishworth MP**

Minister for Employment and Workplace Relations  
Member for Kingston

### **MEDIA RELEASE**

FRIDAY 5 DECEMBER 2025

#### **Closing Loopholes Review**

Former Fair Work Commissioner Ms Susan Booth has been appointed to conduct an independent statutory review of the Closing Loopholes reforms.

Under the legislation, a review must occur no more than 2 years after the reforms commenced to consider whether the laws are operating as intended.

The Government has combined the reviews of the two Closing Loopholes Acts for simplicity into a single review, the Closing Loopholes Review.

The review will commence on 15 December 2025, and Ms Booth will provide the final report to the Government before 15 June 2026.

The Albanese Labor Government introduced these laws to close loopholes that were undercutting workers' pay and conditions and disadvantaging employers doing the right thing.

Stakeholders and experts will be consulted during the course of the review.

The review will also examine the operation of the *Paid Family and Domestic Violence Leave Act 2022*.

Information about the review, including the terms of reference and how to make a contribution, can be found at [Department of Employment and Workplace Relations, Australian Government](#).

**Quotes attributable to Minister for Employment and Workplace Relations, Amanda Rishworth:**

“Our Closing Loopholes laws are all about stopping Australian workers’ pay and conditions being undercut, and making sure employers doing the right thing aren’t disadvantaged.

“We are seeing positive early signs that our laws are working.

“This independent review will hear views from workers and employers as well as experts to determine whether our laws are working as intended.

“I’d encourage stakeholders and interested parties to engage with Ms Booth in this process.”

## BIOGRAPHY

**Ms Susan Booth** served as Commissioner at the Fair Work Commission from 2011 until her retirement in 2022, giving her extensive insight into the practical impacts of the workplace relations system on workers and employers.

Before this, Ms Booth was a senior member of the Queensland Civil and Administrative Tribunal from 2009 to 2011. She served as Queensland’s Anti-Discrimination Commissioner between 2002 and 2009.

Ms Booth also worked as a solicitor in private practice specialising in employment and industrial law, and as a teacher. She holds formal qualifications in law and education.

Ms Booth’s career reflects deep expertise in workplace relations and a strong commitment to fairness and equity.

[ENDS]

### Media contacts

Jack Loader | 0429 705 664 | [jack.loader@dewr.gov.au](mailto:jack.loader@dewr.gov.au)



s 22(1)

---

**From:** DEWR - Media  
**Sent:** Friday, 5 December 2025 10:10 AM  
**To:** s 22(1)  
**Cc:** s 22(1) ; s 22(1) s 22(1) ; DEWR - Media  
**Subject:** RE: CLosing Loopholes MR [SEC=OFFICIAL]  
**Attachments:** 251111 - Rishworth media release - Closing Loopholes Review - CLEARED -JL - HYPERLINKED.docx

**Categories:** s 22(1)

Hi s 22(1)

Please find the updated and hyperlinked copy of the media release attached.

Web services will turn on the webpage link at 10:50am AEDT, prior to the publishing at 11am AEDT.

We are sharing the media release with the line area and Ms Susan Booth now.

Please let us know any questions in the meantime.

Regards,

s 22(1)

Senior Media Officer

Media Team | Communication and Media Branch  
People and Communication  
Australian Government Department of Employment and Workplace Relations  
Phone s 22(1) | Mobile s 22(1)  
[dewr.gov.au](http://dewr.gov.au)

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---

**From:** s 22(1) <s 22(1) dewr.gov.au>  
**Sent:** Friday, 5 December 2025 9:52 AM  
**To:** DEWR - Media <s 22(1) dewr.gov.au>  
**Cc:** s 22(1) <s 22(1) dewr.gov.au>  
**Subject:** CLosing Loopholes MR [SEC=OFFICIAL]

Hi team,

Here is the updated MR. Could it please be updated with the correct link by 1030am.

Thank you,  
s 22(1)

**s 22(1)**

**Media Adviser | The Hon Amanda Rishworth MP**

Minister for Employment and Workplace Relations

Federal Member for Kingston

**E: s 22(1)** [dewr.gov.au](http://dewr.gov.au) | **M: s 22(1)**

**W:** [www.rishworth.com.au](http://www.rishworth.com.au) **F:** [AmandaRishworth](#) **T:** [@AmandaRishworth](#)

**I acknowledge the Traditional Owners of the lands and waters where I work. I pay my respect to their culture, and their elders past and present.**