



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Calvary Home Care Services Limited
(AG2022/5601)

CALVARY HOME CARE SERVICES LIMITED SUPPORT WORKER AND ADMINISTRATIVE AND OPERATIONAL EMPLOYEES (TASMANIA) ENTERPRISE AGREEMENT 2021

Social, community, home care and disability services

DEPUTY PRESIDENT MASSON

MELBOURNE, 20 MARCH 2023

Application for approval of the Calvary Home Care Services Limited Support Worker and Administrative and Operational Employees (Tasmania) Enterprise Agreement 2021.

[1] An application has been made for approval of an enterprise agreement known as the *Calvary Home Care Services Limited Support Worker and Administrative and Operational Employees (Tasmania) Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Calvary Home Care Services Limited. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Health Services Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 March 2023. The nominal expiry date of the Agreement is 1 July 2025.



DEPUTY PRESIDENT

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Annexure A



Hospitals
Home care
Virtual care
Retirement living
Residential aged care

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/5601

Applicant: Calvary Home Care Services Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Loch Van Den Berg, National Manager Industrial & Employee Relations, have the authority given to me by Calvary Home Care Services Limited to give the following undertakings with respect to the *Calvary Home Care Services Limited Support Worker and Administrative and Operational Employees (Tasmania) Enterprise Agreement 2021 (the Agreement)*:

1. Clause 13(c) and (d) of the Agreement is replaced with the following:

(c) Before commencing employment, the Employer and Employee shall agree in writing on:

(i) the number of hours of work which is guaranteed to be provided and paid to the Employee each fortnight (the guaranteed hours); and

(ii) the days of the week the employee will work and the starting and finishing times each day; or

(iii) at the employee's election, and in the alternative to (c)(ii), the days of the week and the periods in each of those days (including broken shift arrangements), when the Employee may be rostered to work the guaranteed hours (the Employee's availability).

(d) The agreement made pursuant to clause 13(c) may subsequently be varied by agreement between the Employer and Employee in writing. Any such agreement may be ongoing or for a specified period of time.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature
9th March 2023

Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

CALVARY HOME CARE SERVICES LIMITED

**SUPPORT WORKER AND ADMINISTRATIVE
AND OPERATIONAL EMPLOYEES
(TASMANIA)**

ENTERPRISE AGREEMENT

2021

ENTERPRISE AGREEMENT

1 ARRANGEMENT

The Agreement is arranged as follows:

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PART 1 – Application and Operation

2 NAME OF THE AGREEMENT

This Agreement shall be known as the *Calvary Home Care Services Limited Support Worker and Administrative and Operational Employees (Tasmania) Enterprise Agreement 2021* (the **Agreement**).

3 DEFINITIONS

For the purposes of this Agreement the following terms have been defined:

- (a) **Agreement** means the Calvary Home Care Services Limited Support Worker and Administrative and Operational Employees (Tasmania) Enterprise Agreement 2021.
- (b) **Day Worker** means an Employee whose ordinary hours are worked between 6.00am and 8.00pm Monday to Sunday.
- (c) **Double Time** means payment of twice the Ordinary Rate with respect to the hours worked, where prescribed by this Agreement and is represented numerically in this agreement as 200%.
- (d) **Double Time and a Half** means payment of two and a half times the Ordinary Rate with respect to the hours worked where prescribed by this Agreement and is represented numerically in this agreement as 250%.
- (e) **Employees** means all support workers and administrative and operational employees (as defined) employed by the Employer in the classifications set out at Schedule 1 in the State of Tasmania.
- (f) **Employer** means Calvary Home Care Services Limited (ABN 44 118 225 559).
- (g) **Excluded Employee** means an apprentice (including adult and school-based apprentice), supported wage employees and employees undertaking a traineeship covered by the National Training Wage schedule under the Miscellaneous Award 2020 (as amended, varied or replaced from time to time).
- (h) **Fair Work Act** means the Fair Work Act 2009 as amended or substituted from time to time.
- (i) **Family and Domestic Violence** means any violence between family members including current or former partners in an intimate relationship, whenever and wherever the violence occurs. It may include physical, sexual, emotional or financial abuse
- (j) **FWC** means the Fair Work Commission, the statutory body established under the Fair Work Act or any successor organisation established under Commonwealth legislation which performs the functions of conciliation and arbitration.
- (k) **HACSU** means the Health Services Union – Tasmanian Branch
- (l) **Remote Work** means the performance of work by an Employee at the direction of, or with the authorisation of, the Employer that is:

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- (i) not part of their ordinary hours of work rostered in accordance with clause 19 (or, in the case of casual employees, not a designated shift); and
 - (ii) not additional hours worked by a part-time employee at the Ordinary Rate or overtime contiguous with a rostered shift; and
 - (iii) not required to be performed at a designated workplace.
- (m) **Support Worker Employee** means an employee who provides personal care, domestic assistance or domestic maintenance to an aged person or a person with a disability in a private residence.
- (n) **Immediate family** of an Employee means:
- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
 - (iii) spouse includes a former spouse.
 - (iv) de facto partner of an Employee:
 - (v) means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and
 - (vi) includes a former de facto partner of the Employee.
- (o) **NES** means the National Employment Standards, being the legislated minimum standards for employment conditions under the Fair Work Act.
- (p) **Ordinary Rate** means the rate of pay set out in Appendix 1 as applicable to an Employee, as adjusted in accordance with clause 23, but does not include overtime, penalty rates, allowances, loadings, shift penalties, incentives, bonuses and other ancillary payments of a like nature.
- (q) **Service and Continuous Service** shall be in accordance with the Fair Work Act.
- (r) **Shift Worker** (excluding for the purposes of annual leave under the Agreement) means is an Employee who works shifts in accordance with clause 21 of this Agreement.
- (s) **Superannuation Law** means any requirement under the Superannuation Industry (Supervision) Act 1993 (Cth), Superannuation Industry (Supervision) Regulations 1994 (Cth), Superannuation Guarantee (Administration) Act 1992 (Cth), Superannuation Guarantee (Administration) Regulations 1993 (Cth), Superannuation Guarantee Charge Act 1992 (Cth), and any other present or future legislation which the Employer must comply with to satisfy its superannuation obligations to the Employees.
- (t) **Time and a half** means payment of one and a half times the Ordinary Rate with respect to the hours worked where prescribed by this Agreement and is represented numerically in this agreement as 150%.

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- (u) **Modern Award** means the *Social, Community, Home Care and Disability Services Industry Award 2010* as amended, varied, or replaced from time to time.

4 COVERAGE

The Agreement shall cover:

- (a) Calvary Home Care Services Limited (ABN 44 118 225 559) (“the **Employer**”); and
- (b) Employees (other than Excluded Employees) employed by the Employer in the State of Tasmania, as classified in Schedule 1 of this Agreement; and
- (c) It is the intention of this Agreement that HACSU will be covered by this Agreement. However, HACSU will only be covered by this Agreement if notice is provided in accordance with section 183 of the Fair Work Act.

5 SCOPE OF THE AGREEMENT

- (a) The Agreement sets out the minimum terms and conditions of employment for Employees.
- (b) Any reference to a policy in this Agreement is a reference to the policy in place as amended (or removed) from time to time. No policy referred to in this Agreement is incorporated into the Agreement.

6 RELATIONSHIP TO NES

The Agreement contains terms that are also matters under the NES. It is not the intention of the parties to exclude the NES or any provision of the NES and it is acknowledged that such terms can only operate in the manner and to the extent prescribed by s.55 of the Fair Work Act.

7 DATE AND PERIOD OF OPERATION

This Agreement will commence operation from the 7th day after the Agreement is approved by the FWC and will remain in force until the nominal expiry date of 1 July 2025 and thereafter in accordance with the Fair Work Act.

The parties agree that discussions shall commence for a new Agreement no later than three months prior to the expiry date of the Agreement.

8 POSTING OF THE AGREEMENT

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all Employees.

9 FLEXIBILITY ARRANGEMENTS

- (a) The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (i) the arrangement deals with one or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;
 - (5) leave loading; and
 - (ii) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in subclause (i); and
 - (iii) the Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Fair Work Act; and
 - (ii) are not unlawful terms under section 194 of the Fair Work Act; and
 - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Employer and Employee; and
 - (iii) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (iv) includes details of:
 - (1) the terms of the Agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (4) states the day on which the arrangement commences.
- (d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

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- (e) The Employer or Employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Employer and Employee agree in writing — at any time.

PART 2 – Consultation and Dispute Resolution

10 CONSULTATION REGARDING CHANGE

- (a) This term applies if the Employer:
- (i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

- (b) For a major change referred to in (a)(i):
- (i) the Employer must notify the relevant employees of the decision to introduce the major change; and
 - (ii) subclauses (c) to (i) apply.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this term. A representative may include HACSU.
- (d) If:
- (i) a relevant Employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- (e) As soon as practicable after making its decision, the Employer must:
- (i) discuss with the relevant Employees:
 - (A) the introduction of the change; and
 - (B) the effect the change is likely to have on the Employees; and
 - (C) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (ii) for the purposes of the discussion--provide, in writing, to the relevant employees:
 - (A) all relevant information about the change including the nature of the change proposed; and
 - (B) information about the expected effects of the change on the employees; and
 - (C) any other matters likely to affect the employees.

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- (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
 - (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
 - (h) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in (b)(i) and subclauses (c) and (e) are taken not to apply.
 - (i) In this term, a major change is **likely to have a significant effect on employees** if it results in the termination of the employment of Employees; or major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain Employees; or the need to relocate employees to another workplace; or the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (j) For a change referred to in (a)(ii):
 - (i) the Employer must notify the relevant Employees of the proposed change; and
 - (ii) subclauses (k) to (o) apply.
- (k) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (l) If:
 - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise the Employer of the identity of the representative;the Employer must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, the Employer must:
 - (i) discuss with the relevant Employees the introduction of the change; and
 - (ii) for the purposes of the discussion--provide to the relevant Employees:
 - (A) all relevant information about the change, including the nature of the change; and
 - (B) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (C) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (iii) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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- (n) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
 - (o) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
 - (p) In this term:

"relevant Employees" means the Employees who may be affected by a change referred to in (a).

11 DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute in relation to a matter arising under the Agreement or the NES, in the first instance the parties (being the Employer and the relevant Employee(s)) will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- (b) A party to the dispute may appoint another person, organisation or association, which may be HACSU, to support and/or represent them in relation to the dispute.
- (c) If a dispute in relation to a matter arising under the Agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken in accordance with this clause, the dispute may be referred to the FWC for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (d) It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.
- (e) If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (f) The parties agree to be bound by a decision made by FWC however any party may appeal a decision made by FWC in accordance with the Fair Work Act.

PART 3 – The Employment Relationship

12 FULL-TIME EMPLOYMENT

A full-time Employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 18(a) of this Agreement.

13 PART-TIME EMPLOYMENT

- (a) A part-time Employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours up to but not exceeding an average 38 hours in any one week.
- (b) The provisions of this Agreement shall apply on a pro rata basis to part-time Employees.
- (c) Before commencing employment, the Employer and Employee shall agree in writing on:
 - (i) the number of hours of work which is guaranteed to be provided and paid to the Employee each fortnight (**the guaranteed hours**); and
 - (ii) the days of the week, and the periods in each of those days (including broken shift arrangements), when the Employee will be available to work the guaranteed hours (**the Employee's availability**).
- (d) The guaranteed hours and the Employee's availability may be varied by agreement in writing.
- (e) A part-time support worker Employee will be engaged on any one day for no less than two hours.
- (f) Review of part-time hours

Reasonable work-life balance and flexible working arrangements are essential in order to attract and retain Employees. The Employer is committed to managing and systematically reviewing the working hours of part-time Employees. This includes:

- (i) Where an Employee is regularly working more than their guaranteed hours the Employee may request to have their hours reviewed annually.
- (ii) The hours worked in the following circumstances will not be incorporated in any adjustment:
 - (1) if the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation, and
 - (2) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
- (iii) If a review establishes a consistent pattern of greater hours is being worked, the Employer will offer the Employee those additional hours as part of their guaranteed hours.

14 CASUAL EMPLOYMENT

- (a) The definition of a casual Employee is set out in the NES.
- (b) A casual Employee shall be engaged by the day or by the hour, at the discretion of the Employer, provided that the minimum engagement on any one day is no less than:
 - (i) Employees (excluding support workers) - 3 hours;
 - (ii) support workers - 2 hours.
- (c) An Employee so engaged shall be paid for all time worked at an hourly rate calculated on the basis of 1/38th of the appropriate weekly rate of pay for the classification in which engaged, plus a casual loading of 25%.
- (d) A casual Employee will be paid weekend, shift, public holiday and overtime penalties calculated on the Ordinary Rate excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- (e) Casual Employees are paid a casual loading in compensation for not having entitlements under the NES and this Agreement to paid annual leave, paid personal leave, paid compassionate leave, payment for public holidays not worked, payment in lieu of notice of termination and redundancy pay. A casual Employee is also not entitled to paid leave entitlements set out in this Agreement unless expressly provided otherwise.
- (f) Client Cancellation – Casual Support Workers

Where a client cancels or changes their scheduled appointment and:

- (i) less than 4 hours' notice of the cancellation is provided to the casual support worker Employee; and
- (ii) such change reduces the Employee's engagement for the day;

the Employee will be paid for the hour(s) worked, provided that he/she receive no less than a payment at the Ordinary Rate in accordance with the minimum engagement set out at clause 14(b)(ii).

- (g) Casual Conversion
 - (i) The Employer will make an offer to a casual Employee to convert to full time or part time employment if:
 - (A) the Employee has been employed by the Employer for a 12 month period; and
 - (B) during at least the last 6 months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or a part-time Employee (as the case may be).
 - (ii) Notwithstanding sub-clause (i), the Employer is not required to make an offer of full time or part time employment to a casual Employee if there are reasonable grounds not to make the offer, and the reasonable grounds are

based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer.

- (iii) The nature and process to be undertaken in relation to an offer to a casual Employee of full time or part time employment, and an Employee's residual right to request casual conversion, is set out in the NES.

15 INCREMENTAL PROGRESSION

For all classifications where there is more than one pay point, on the completion of 12 months service within Calvary Community Care, or in the case of a casual or part-time Employee following the completion of 1976 hours service, Employees shall be entitled to incremental progression in their respective classification.

16 WORKLOAD MANAGEMENT

- (a) The parties to this Agreement acknowledge that Employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on Employee/s and the quality of care.
- (b) To ensure that Employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
- (c) In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
- (d) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager, within their work site/location, for further discussion.
- (e) If a solution still cannot be identified and implemented, the matter should be referred to the Area Manager or equivalent for further discussion and possible consultation with specialist leads such as Human Resources, WHS, Clinical or other as required to determine a solution.
- (f) The outcome of the discussions at each level and any proposed solutions should be recorded and fed back to the affected Employees.
- (g) Management will respond at staff meetings to all workload matters that have been recorded and will outline actions that have been taken in respect to those specific issues.
- (h) If the issue is still unresolved, the Employee/s may advance the matter through Clause 11 - Dispute Resolution Procedure.

PART 4 – Hours of Work and Rostering

17 SPAN OF HOURS

- (a) The ordinary hours of work for a Day Worker will be worked between 6.00 am and 8.00 pm Monday to Sunday.
- (b) A Shiftworker is an Employee who works shifts in accordance with clause 21 of this Agreement.

18 HOURS OF WORK

- (a) The ordinary hours of work for a full-time Employee will be an average of 38 hours per week or 76 hours per fortnight
- (b) The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- (c) Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepovers, except where broken in accordance with clause 18(e) of this Agreement.
- (d) Rostered days off

Employees, other than a casual Employee, will be free from ordinary duty for not less than two full days in each week or four full days in each fortnight. Where practicable, days off will be consecutive. A “day” for the purposes of this clause is a consecutive 24-hour period.

- (e) Broken shifts
 - (i) This clause only applies to Support Workers.
 - (ii) The broken shift arrangements are as follows:

- (A) Broken shift with 1 unpaid break

The Employer may roster the Employee to work a broken shift of 2 periods of work with 1 unpaid break (other than a meal break). Where an Employee works a broken shift in accordance with this clause, the Employee will be entitled to payment of a broken shift allowance of \$18.34 per shift.

- (B) Broken with 2 unpaid breaks

Subject to the arrangements set out at clause 13 for part-time employees, and otherwise as agreed by the Employer and an Employee, an Employee may be rostered to work broken shifts consisting of 3 periods of work with 2 unpaid breaks (other than meal breaks).

Where an Employee works a broken shift in accordance with this clause, the Employee will be entitled to payment of a broken shift allowance of \$24.27 per shift.

- (C) Each period of work in a broken shift, per clauses 18(e)(ii)(1) and 18(e)(ii)(2) above, will be no less than 2 hours.
 - (D) *Note:* Remaining subject to the 2-hour minimum period of work, when determining the unpaid break(s) (other than a meal break) for the purposes of a broken shift, the longest break per (ii)(1), or 2 longest breaks per (ii)(2), between client appointments, will be deemed the unpaid break(s) unless rostered otherwise by the Employer. Payment for a broken shift will be at the Ordinary Rate with weekend, overtime and public holiday penalty rates to be paid in accordance with the respective clauses set out in Agreement.
 - (E) The application of shift or public holiday penalties are only payable in respect of the periods of work in a broken shift that satisfy the definitions of afternoon, night or a public holiday in accordance with clauses 21(b) and 30 of the Agreement. Provided that the night shift penalty set out at clause 21(a)(ii) is not payable for work performed on a night shift that commences before 6.00am and is not contiguous with a sleepover portion.
 - (F) The span of hours for a broken shift is up to 12 hours. All ordinary hours performed outside a span of 12 hours will be paid at 200% or, at the rate of 250% on a public holiday.
 - (G) An Employee will receive a minimum break of 10 hours between broken shifts rostered on successive days – subject to clause 18(f) – Rest Breaks between rostered work.
- (f) Rest breaks between rostered work
- (i) An Employee (other than a casual Employee) will be allowed a break of not less than 10 hours between the end of one shift or period of work and the start of another.
 - (ii) Notwithstanding the provisions of subclause (i), the break between:
 - (A) the end of a shift and the commencement of a shift contiguous with the start of a sleepover; or
 - (B) a shift commencing after the end of a shift contiguous with a sleepovermay not be less than eight hours.
 - (iii) A casual Employee will be allowed a break of not less than 8 hours between the end of one shift or period of work and the start of another.
 - (iv) Notwithstanding clause 18(f)(i), if on the instruction of the Employer, an Employee resumes or continues to work without having had 10 consecutive hours off duty, or 8 hours as applicable, they will be paid at the rate of 200% (or 250% on a public holiday) for all ordinary hours worked until released from duty for such period.

(g) Sleepovers

- (i) A sleepover means when the Employer requires an Employee to sleep overnight at premises where the client for whom the Employee is responsible is located (including respite care) and is not a 24 hour care shift pursuant to clause (h) or an excursion pursuant to clause (i) (**Sleepover**).
- (ii) Sleepovers will be rostered in accordance with clause 19. An Employee may refuse a sleepover in the circumstances where they have not been given 7 days' notice of such but only with reasonable cause.
- (iii) The span for a Sleepover will be a continuous period of eight hours. Employees will be provided with a separate room with a bed (or other acceptable sleeping arrangements in exceptional circumstances), use of appropriate facilities (including staff facilities where these exist) and free board and lodging for each night when the Employee sleeps over.
- (iv) The Employee will be entitled to a sleepover allowance of \$52.86 for each night on which they sleep over.
- (v) In the event of the Employee on Sleepover being required to perform work during the Sleepover period, the Employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work. For clarity, the performance of work attracting the overtime payment during a Sleepover period does not trigger the rest period obligations set out at clause 20(m) of the Agreement.
- (vi) The Employer may roster an Employee to perform work immediately before and/or immediately after the Sleepover period, but must roster the Employee or pay the Employee for at least four hours' work – which may be made up of hours immediately before and/ or after the sleepover period and such work need not be in relation to the sleepover client. The payment prescribed by subclause 18(g)(iv) will be in addition to the minimum payment prescribed by this subclause.
- (vii) For the purposes of calculating shift penalties for periods of work that are immediately before and/or after a Sleepover period:

- (A) Where an employee performs one period of work **either** side of a sleepover period then it stands alone.

Example: The first employee performs 6.00pm to 10pm, then proceeds to a sleepover. A second employee takes over from 6.00am. The first employee is paid afternoon shift penalties for their period of work.

- (B) Where an employee performs periods of work before **and** after a sleepover period, then both periods will be treated as one continuous shift.

Example: An employee performs 6.00pm to 10pm, then proceeds to a sleepover. The employee wakes at 6.00am and works until 10am. The employee will be paid night shift for both periods of work.

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- (C) Provided that the higher penalty for weekend or public holiday work will apply only to the hours worked on a weekend or public holiday.
- Example: An employee works 3.00pm to 10.00pm on Sunday and proceeds to sleepover from 10.00pm to 6.00am. The employee wakes and works from 6.00am to 9.00am on Monday. The employee will be paid Sunday rates for the 3.00pm to 10.00pm period of work and night shift penalties for the 6.00am to 9.00am period of work.*
- (viii) The dispute resolution procedure in clause 10(a) of this Agreement applies to the sleepover provisions.
- (h) 24-hour care
- (i) This clause only applies to support workers.
- (ii) A **24 hour care** shift requires an Employee to be available for duty in a designated client location for a 24 hour period. During this period, the Employee is required to provide the client with the services specified in the care plan. The Employee is required to provide a total of no more than eight hours of care during this period. Subject to prior approval from the Employer, an Employee may undertake care hours in excess of eight during such period and will be paid at the overtime penalty rate of Time and a Half for the first 2 hours and Double Time thereafter. For clarity, the performance of work attracting the overtime payment during a 24 hour care period does not trigger the rest period obligations set out at clause 20(e) of the Agreement.
- (iii) The Employee will normally have the opportunity to sleep during a 24 hour care shift and, where appropriate, a bed in a private room or suitable alternative will be provided for the Employee.
- (iv) The Employee engaged will be paid eight hours work at:
- (A) 155% of their appropriate rate for each 24 hour period – for part-time and full-time Employees.
- (B) Casual employees shall be paid the 25% casual loading in addition to the penalty rate set out at (h)(iv)(A).
- (v) For clarity, clause 18(f) - Rest breaks between rostered work, applies with regard to 24 hour care shifts.
- (i) Excursions
- (i) Where an Employee who is not a shift worker agrees to supervise clients in excursion activities involving overnight stays away from home, the following provisions shall apply:-
- (A) payment at ordinary rates of pay for time worked between the hours of 8am and 6pm Monday to Sunday up to a maximum of 10 hours per day.
- (B) payment of overtime in accordance with Clause 20 – Overtime for all other hours.
- (ii) Where an employee who is a shift worker agrees to supervise clients in excursion activities involving overnight stays away from home, the provisions

of Clause 21 – Shift and Weekend Work, and Clause 20 – Overtime shall apply.

(iii) Payment for a sleepover will be in accordance with the provisions of Clause 18(g)(iv) and 18(g)(v) – Sleepover.

(iv) Weekend excursions

In additional to the above arrangements set out at subclauses (i) to (iii) above, where an Employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.

(v) Casual employees will be paid casual loading in accordance with the remaining terms of this Agreement.

(j) The allowance rates set out at clauses 18(e) and 18(g), be adjusted and paid at the applicable Modern Award rate, as amended from time to time.

19 ROSTERS

(a) The Employer shall provide a roster seven (7) days in advance, noting that as a minimum the roster will be provided on a Friday for the following week.

(b) Rostering arrangements and subsequent changes to rosters may be communicated by direct contact or electronic means.

(c) Client Cancellation (Part-time and Full-time staff)

(i) Where a client cancels for reasons other than those outlined in subclause (c)(ii), permanent Employees shall be entitled to receive payment for their guaranteed minimum number of contracted hours in that pay period. The Employer may direct the Employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other home care clients. The Employer will consult with the Employee regarding when the make-up time is to be worked.

(ii) Where the Employer is unable to meet the guaranteed minimum number of contracted hours of a permanent Employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:

(A) Work shall be re-allocated from casual Employees to the permanent Employee; or

(B) Hours shall be reallocated from another Employee who is working hours additional to their guaranteed minimum number of hours; or

(C) Where the Employee requests, the Employee may have access to annual or long service leave; or

(D) Nothing in this clause shall prohibit the Employee and Employer reaching agreement as to a period of authorised unpaid leave.

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- (iii) The client cancellation arrangements for casual Employees are set out at clause 14(f) of the Agreement.

20 OVERTIME

- (a) Where a full-time Employee is required and authorised by the Employer to work in excess of their rostered ordinary hours on any day such excess hours are to be paid as follows:
 - (i) Monday to Saturday (inclusive)— 150% for the first 2 hours and 200% thereafter;
 - (ii) Sunday—200%; and
 - (iii) Public holidays—250%.
- (b) Where a part-time or casual Employee is required and authorised by the Employer to work in excess of:
 - (i) 10 hours per day; or
 - (ii) 76 hours in a fortnight

the Employee will be paid the overtime penalty rates set out at clauses (a)(i), (a)(ii) and (a)(iii).
- (c) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend penalty rates prescribed in clause 21 Shift and Weekend Work. In accordance with clause 14(d) a casual Employee will be paid the casual loading in addition to the applicable overtime penalty rates set out at subclause (a).
- (d) Time off instead of payment for overtime
 - (i) An Employee and the Employer may agree in writing for the Employee to take time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
 - (ii) The period of time off that an Employee is entitled to take off is the same as the number of overtime hours worked (time for time).
 - (iii) If time off for overtime that has been worked is not taken within the period of 3 months or on termination of employment, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.
 - (iv) If the Employee requests at any time, to be paid for overtime covered by an agreement under this subclause (c) but not taken as time off, the Employer must pay the Employee for the overtime in the next pay period following the request, at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.
- (e) Rest period after overtime

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- (i) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
 - (ii) An Employee, other than a casual Employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (iii) If, on the instruction of the Employer, an Employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of Double Time until released from duty for such period. The Employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.
 - (iv) For clarity, this clause 20(d) does not apply to the situation of active work during a sleepover.
- (f) Rest break during overtime
- An Employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.
- (g) Recall to work overtime
- (i) An Employee recalled to work overtime after leaving the Employer's or client's premises will be paid for a minimum of two hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than two hours the Employee will be released from duty.
 - (ii) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an Employee is recalled within two hours of their rostered commencement time, and the Employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment. An Employee recalled to work overtime after leaving the Employer's or client's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time will be counted as time worked.
 - (iii) The meals referred to in clause (iii) will be allowed to the Employee free of charge. Where the Employer is unable to provide such meals, a meal allowance, as prescribed in clause 28(e), will be paid to the Employee concerned.
- (h) Remote Work
- (i) This clause applies where the Employee performs Remote Work.
 - (ii) Minimum Payments for Remote Work

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- (A) Where an Employee performs Remote Work, they will be paid for the time spent performing Remote Work, with the following minimum payments applying:
 - (A) where the Employee is on call between 6.00am and 10.00pm – a minimum payment of 15 minutes' pay;
 - (B) where the Employee is on call between 10.00pm and 6.00am – a minimum payment of 30 minutes' pay;
 - (C) where the Employee is not on call - a minimum payment of one hour's pay;
 - (D) where the Remote Work involves participating in staff meetings or staff training remotely - a minimum payment of one hour's pay.
 - (B) Any time worked continuously beyond the minimum payment period outlined above will be rounded up to the nearest 15 minutes and paid accordingly.
 - (C) Where multiple instances of remote work are performed on any day, separate minimum payments will be triggered for each instance of remote work performed, save that where multiple instances of remote work are performed within the applicable minimum payment period, only one minimum payment period is triggered.
- (iii) Rates of pay for remote work
- (A) Remote work will be paid at the employee's minimum hourly rate unless one of the following exceptions applies:
 - (A) Remote work performed outside the span of 6am-8pm will be paid at the rate of 150% of the Ordinary Rate for the first two hours and 200% of the Ordinary Rate thereafter or, in the case of casual employees, at 175% of the Ordinary Rate for the first two hours and 225% of the Ordinary Rate thereafter;
 - (B) Remote work performed in excess of 38 hours per week or 76 hours per fortnight will be paid at the applicable overtime rate prescribed in clause 20;
 - (C) Remote work performed in excess of 10 hours per day will be paid at the rate of 150% of the Ordinary Rate for the first two hours and 200% of the Ordinary Rate thereafter or in the case of casual employees, 175% of the Ordinary Rate for the first 2 hours and 225% of the Ordinary Rate thereafter;
 - (D) Remote work performed on a Saturday will be paid at the rate of 150% of the Ordinary Rate or, in the case of casual employees, 175% of the Ordinary Rate;
 - (E) Remote work performed on a Sunday, it will be paid at the rate of 200% of the Ordinary Rate or, in the case of casual employees, 225% of the Ordinary Rate;

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- (F) Remote work performed on a public holiday will be paid at the rate of 250% of the Ordinary Rate or, in the case of casual employees, 275% of the Ordinary Rate.
- (B) The rates of pay in this clause above are in substitution for and not cumulative upon the penalty rates prescribed for weekends, overtime, shift work and public holidays.
- (iv) Other requirements
- (A) An employee who performs remote work must maintain and provide to the Employer a time record specifying the time at which they commenced and concluded performing any Remote Work and a description of the work that was undertaken. Such records must be provided to the Employer within a reasonable period of time after the remote work is performed.
- (B) Where Remote Work is performed:
- (A) Minimum engagement does not apply;
- (B) It will not count as work or overtime for the purposes of:
- rostered days off,
 - rest breaks between rostered work;
 - rest period after overtime; and
 - rest break during overtime.
- (i) When calculating overtime payments each day or shift will stand alone.

21 SHIFT AND WEEKEND WORK

- (a) In addition to any other rates prescribed elsewhere in this Agreement an Employee rostered to work ordinary hours of duty on afternoon shift or night shift shall be paid the following penalties in addition to the Ordinary Rate for such period of shift work
- (i) afternoon shift - 12.5% penalty
- (ii) night shift - 15% penalty
- (b) For the purposes of this Agreement
- (i) **Afternoon shift** means any shift which finishes after 8.00 pm and at or before 12 midnight Monday to Friday.
- (ii) **Night shift** means any shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday.
- (c) Weekend work
- (i) Employees whose ordinary working hours include work on a Saturday and/or Sunday will be paid for ordinary hours worked:
- (A) between midnight on Friday and midnight on Saturday at the rate of 150%; and

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- (B) between midnight on Saturday and midnight on Sunday at the rate of 200%.
 - (ii) These extra rates will be in substitution for and not cumulative upon the shift penalties prescribed in clause (a) or public holiday penalty rates, and are not applicable to overtime hours worked on a Saturday or a Sunday.
 - (iii) A casual Employee who works on a weekend will be paid the casual loading in addition to the penalty rates set out at subclause (c).

22 MEAL AND REST BREAKS

- (a) Each Employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken as rostered or at a mutually agreed time after commencing work. Provided that, by agreement with an Employee, the Employee who works shifts of six hours or less may forfeit the meal break.
- (b) Where an Employee is required by the Employer to work during a meal break and continuously thereafter, excepting the circumstances set out at subclause (c), they will be paid overtime for all time worked during the meal break until the meal break is taken or the Employee is released from duty, whichever occurs first.
- (c) Where an Employee is required by the Employer to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at the Ordinary Rate, and clause 22(a) does not apply. This paid meal period is to be counted as time worked.
- (d) Tea breaks
 - (i) Every Employee will be entitled to a paid 10-minute tea break in each four hours worked at a time to be agreed between the Employer and Employee.
 - (ii) Tea breaks will count as time worked.

PART 5 – Wages and Related Matters

23 WAGES

- (a) The wage rates, as adjusted are set out at Appendix 1 of the Agreement.
- (b) Any further wage increase will be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate that would have otherwise applied to the Employee if the Agreement did not apply, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.
- (c) Payment of wages will be by electronic transfer into the Employee's nominated financial institution account at the end of each fortnightly pay period, along with an electronic pay advice. Wherever practicable such payment shall be available for withdrawal by Employees on the designated pay day. Any other form of payment will be at the discretion of the Employer by agreement with the Employee.
- (d) Where the wages are not available to the Employee by such time due to circumstances beyond the Employer's control, the Employer shall not be held accountable for such delay.
- (e) If a public holiday falls on a normal payroll processing day, payment may be delayed by one day.

24 PAY SLIPS

In accordance with the Fair Work Act and the *Fair Work Regulations 2009* each Employee will be provided a pay slip, which may be in electronic form.

25 SALARY SACRIFICE/PACKAGING ARRANGEMENTS

- (a) By agreement with the Employer, an Employee may choose to take part of their remuneration under this Agreement as salary sacrifice benefits (including by making additional pre-tax contributions into their chosen complying superannuation fund). If an Employee makes this choice, the remuneration which would otherwise be payable to the Employee will be reduced by the value of such benefits (including associated costs, charges and taxes).
- (b) The Employer may issue guidelines through policies and procedures from time to time for salary sacrifice arrangements, including to select the chosen provider.
- (c) In the event that changes in legislation, ATO rulings or determinations remove or alter the Employer's capacity to maintain the salary sacrificing arrangements pursuant to this Agreement, the Employer will be entitled to withdraw from these arrangements by giving reasonable notice to each affected Employee.
- (d) It is the responsibility of the Employee regarding their tax obligations and liabilities resulting from any salary sacrifice or other payments they choose to make.

26 SUPERANNUATION

- (a) The Employer will pay compulsory superannuation contributions to Employees, in accordance with and subject to Superannuation Law (subject to the statutory minimum and maximum contribution base). The Employer will make the compulsory superannuation contributions monthly.
- (b) Voluntary superannuation contributions may be made from either pre-tax or after-tax remuneration in accordance with the Salary Sacrifice arrangements above.
- (c) For the purposes of superannuation payments, employees may nominate a complying superannuation fund that offers a MySuper product.
- (d) In the absence of a complying nomination, or a 'stapled' fund per Superannuation Law, the Employer will direct payments to its default fund, being HESTA (ABN: 64 971 749 321) which is MySuper compliant.
- (e) Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

27 HIGHER DUTIES

- (a) A support worker engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate as follows:
 - (i) for two hours or less—the time so worked; or
 - (ii) where the time so worked exceeds two hours—a full day or shift.
- (b) All other Employees who are called upon to perform the duties of another Employee in a higher classification under this Agreement for a period of five consecutive working days or more will be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the classification applying to the Employee so relieved.

28 ALLOWANCES

- (a) Travel Time and Mileage
 - (i) Where an Employee is required to work at different locations, they shall be paid at their Ordinary Rate and any applicable shift and weekend penalty rates for the time reasonably required to travel from one client engagement to the next - from the location of the preceding client to the location of the next client. Such time shall be treated as ordinary time worked and count towards meeting an Employee's guaranteed minimum number of contracted hours in the pay period and for the purposes of accrual of leave entitlements, but will not attract overtime penalties. This clause does not apply to travel prior to the commencement of work or after the cessation of work, nor does it apply to travel within the unpaid breaks (in addition to the unpaid meal break) for a broken shift.
 - (ii) Employees required to travel at the direction of the Employer must be reimbursed all expenses actually and reasonably incurred in undertaking such travel, excluding travel from the Employee's home to the place of work

and travel from the place of work to the Employee's home. 'Place of work' includes an Employee's designated office or hot desk, or the location of client services for that day, including but not limited to the client's home address, the service centre, and/or the respite centre.

- (iii) If the Employee is required to use a private motor vehicle for such travel, the Employee must be reimbursed at the rate of 92 cents per kilometre
- (iv) If the distance between the Employee's home and their first and last place of work is greater than 25 kilometres, then the Employees will be reimbursed at the rate of 92 cents per kilometre for every kilometre travelled in excess of 25 kilometres in each direction. The exception to this is:
 - (A) where an office-based Employee lives more than 25 kilometres from the office and the office is the first place of work; or
 - (B) the Employee has been engaged a total of 3 hours or more on that day.

(b) On call allowance

- (i) An Employee required by the Employer to be on call (i.e. available for recall to duty) will be paid on call allowance of:
 - (A) \$21.57 in respect to any 24-hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday.
 - (B) \$42.72 in respect of any other 24-hour period or part thereof, or any public holiday or part thereof.

(c) Uniform and Laundry

- (i) Where Employees are required by the Employer to wear uniforms;
 - (A) such uniforms will be supplied free of cost to Employees. Such items are to remain the property of the Employer;
 - (B) instead of the provision of such uniforms, the Employer may pay such employee a uniform allowance of \$1.23 per shift or part thereof on duty or the allowance of \$6.24 per week, whichever is the lesser amount. Where such Employee's uniforms are not laundered by or at the expense of the Employer, the Employee will be paid a laundry allowance of \$0.32 per shift or part thereof on duty or the allowance of \$1.49 per week, whichever is the lesser amount.
- (ii) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

(d) Clinical Assistance Allowance

Where Employees hold credentialing acceptable to the Employer and they are required to assist clients with higher care needs, in recognition of the higher level

requirements, a clinical assistance allowance of \$1.85 per hour will be paid for the delivery of this service.

(e) Overtime Meal Allowance

(i) An Employee will be supplied with an adequate meal where an Employer has adequate cooking and dining facilities or be paid an Overtime Meal Allowance in addition to any overtime payment as follows:

(A) when the overtime work on any shift exceeds one hour an overtime meal allowance of \$14.10 will be paid.

(B) where such overtime exceeds four hours on any shift a further overtime meal allowance of \$14.10 will be paid.

(ii) Clause (i) will not apply when an Employee could reasonably return home for a meal within the meal break.

(f) First aid allowance

(i) Full-time Employees: a weekly first aid allowance of \$18.01 per week will be paid to a full-time Employee where:

(A) an Employee is required by the Employer to hold a current first aid certificate; and

(B) an Employee, other than a home care Employee, is required by their Employer to perform first aid at their workplace; or

(C) a home care Employee is required by the Employer to be, in a given week, responsible for the provision of first aid to Employees employed by the Employer.

(ii) Casual and part-time Employees: the first aid allowance in subclause 28(f)(i) will apply to eligible part time and casual Employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time Employees are 38.

(g) The allowance rates set out at subclauses 28(a)(iii), 28(a)(iv), 28(b), 28(c), 28(e), and 28(f) will be adjusted and paid at the applicable Modern Award rate, as amended from time to time.

PART 6 – Leave and Public Holidays

29 ANNUAL LEAVE

- (a) Employee's (excluding casual Employees) entitlement to leave
- (b) Employees will be entitled to four weeks annual leave in respect of any 12 months service with the Employer.
- (c) A shiftworker (as defined hereunder) will be entitled to five weeks annual leave for each 12 months service with the Employer. A shiftworker for the purposes of the NES and this clause is an Employee who:
 - (i) works for more than four ordinary hours on 10 or more weekends; or
 - (ii) works at least eight 24-hour care shifts in accordance with clause 18(h);
during the yearly period in respect of which their annual leave accrues.
- (d) Annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- (e) Employee taken to not be on paid annual leave at certain times
- (f) If the period during which an Employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid annual leave on that public holiday.
- (g) Where other periods of leave occur (other than unpaid parental leave), or a period of absence from employment for community service leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence. Where such absence is a personal leave absence the Employee will be required to supply a medical certificate to the Employer for the period of absence.
- (h) Payment for leave
 - (i) An Employee who takes a period of paid annual leave will be paid at the Ordinary Rate for the Employee's ordinary hours of work in the period. In addition to the Ordinary Rate, the Employee will be paid an annual leave loading of 17.5% of the Ordinary Rate.
 - (ii) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - (A) an annual leave loading of 17.5% of their Ordinary Rate; or
 - (B) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.
- (i) Time of taking leave
 - (i) Paid annual leave may be taken for a period agreed between an Employee and the Employer. The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave. Notwithstanding the

provisions of this clause (i)(i), the Employer may direct an Employee to take a period of annual leave in accordance with clause (i)(i).

- (ii) Annual leave shall be given at a time fixed by the Employer after an Employee has accrued more than 8 weeks paid annual leave (or 10 weeks paid leave for a shiftworker – as defined at clause 29(c)) and after not less than eight weeks' and not more than 12 months' notice to the employee, provided:
 - (A) the Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than six weeks within a period of six months (**leave reduction plan**);
 - (B) the Employer will not unreasonably refuse to agree to an Employee's annual leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee.
 - (C) the Employee cannot be directed to take annual leave where such direction would result in the Employee being directed to reduce the accrued leave to less than 6 weeks.

(j) Pay in lieu of an amount of annual leave

- (i) The Employer and Employee will enter into a separate written agreement for each cashing out of a particular amount of annual leave, subject to the following:
 - (A) Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (B) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employer will pay the Employee the amount of pay that the Employee is entitled to receive in lieu of the amount of annual leave, plus leave loading that would otherwise have been payable.

(k) Payment of annual leave on termination

On the termination of their employment, an Employee will be paid their untaken or pro-rata annual leave. If, when the employment of an Employee ends, the Employee has a period of untaken paid annual leave, the Employer will pay the Employee the amount that would have been payable to the Employee had the employee taken that period of leave.

30 PUBLIC HOLIDAYS

- (a) Public holidays in this Agreement are in accordance with NES.
- (b) Payment and entitlements
 - (i) If, an Employee (excluding a casual Employee) is absent from his or her employment on a day or part-day that is a public holiday, the Employer must

pay the Employee at the Employee's Ordinary Rate for the Employee's ordinary hours of work on the day or part-day.

- (ii) Employees (other than casual Employees) will be paid Double Time and a Half the Ordinary Rate, as defined, for actual hours worked, on the public holidays as prescribed in subclause (a).
- (iii) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

(c) Casual Employees

A casual Employee will be paid the 25% casual loading in addition to the public holiday at the rate of 250% for all time worked on a public holiday.

31 PERSONAL/CARER'S LEAVE

- (a) An Employee (excluding a Casual Employee) is entitled to accrue 10 days of paid personal/ carer's leave for each year of service with the Employer, in accordance with the NES.
- (b) An Employee's entitlement to paid personal/carers leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. Accordingly, the entitlement is pro-rata for part-time Employees.
- (c) Where an Employee takes a period of paid personal/ carer's leave, the Employer will pay the Employee at the Ordinary Rate for the Employee's ordinary hours of work in the period.
- (d) An Employee (other than a casual Employee) may take paid personal/ carer's leave if the leave is taken:
 - (i) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - (ii) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (A) a personal illness, or personal injury, affecting the member; or
 - (B) an unexpected emergency affecting the member.
- (e) Entitlement to unpaid carer's leave
 - (i) An Employee (including a casual Employee) is entitled to 2 days of unpaid carer's leave for each occasion of leave taken in accordance with subclause (d)(ii). An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carers leave.
- (f) Notice

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- (i) Where an Employee takes leave in accordance with subclause (c) or (e), the Employee must give notice of the absence to the Employer prior to the commencement of his or her rostered shift or as soon as practicable thereafter. The notice must advise the Employer of the period, or expected period, of the leave,
 - (g) Evidence
 - (i) An Employee who has given notice under subclause (d), is required to provide certification of the leave absence to the Employer, in the form of a medical certificate or statutory declaration, which evidences the leave is taken for the reason specified at subclause (d) or (e), subject to the following:
 - (A) absences for the reasons set out at (c)(i) of up to 2 days (per occasion) to a maximum of 4 days in an accrual year, may be allowed without certification, excepting:
 - (1) absences either side of a public holiday or annual leave absence, where evidence of such absence must be provided no later than 5 working days after the Employee returns to work.
 - (ii) The Employer reserves the right to request that an Employee provide evidence substantiating their absence in accordance with the Fair Work Act in circumstances other than those set out in clause (g)(i) above.

32 COMPASSIONATE LEAVE

- (a) An Employee is entitled to two days of compassionate leave for each occasion (a permissible occasion) when
 - (i) a member of the Employee's immediate family, or a member of the Employee's household
 - (A) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (B) sustains a personal injury that poses a serious threat to his or her life; or
 - (C) dies.
 - (ii) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive
 - (iii) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.
- (b) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (a); or

- (ii) after the death of the member of the Employee's immediate family or household referred to in subclause (a).
- (c) An Employee may take compassionate leave for a particular permissible occasion as a single continuous two day period; or two separate periods of one day each; or any separate periods to which the Employee and the Employer agree.
- (d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (e) If, in accordance with this Clause, an Employee, other than a casual Employee, takes a period of compassionate leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period. For casual Employees, compassionate leave is unpaid leave.
- (f) If required by the Employer, proof of such death or serious illness or injury shall be provided by the Employee to the satisfaction of the Employer.
- (g) Where an Employee is seeking leave in addition to the leave prescribed under this Clause the Employee may apply for annual leave or request a period of leave without pay. Such additional leave for compassionate purposes is subject to the approval of the Employer.

33 PARENTAL LEAVE

- (a) Employees are entitled to parental leave in accordance with the provisions of the Fair Work Act.
- (b) Full-time Employees and permanent part-time Employees are eligible for paid parental leave in accordance with the following provisions:
 - (i) Permanent Employees are eligible for paid parental leave when they have completed at least 40 weeks of continuous service prior to the expected date of birth or prior to the date of taking custody of the child.
- (c) Employees who are eligible for paid parental leave are entitled to such leave as follows:

Years of Continuous Service	Paid Maternity/Adoption Leave Entitlement^{1,2}	Paid Partner Leave Entitlement
40 weeks to 1 year and thereafter	9 weeks paid at the Ordinary Rate for the Employee's ordinary hours of work in the period.	1 week paid at the Ordinary Rate for the Employee's ordinary hours of work in the period. To be taken at any time within four weeks from the birth of the child

¹ Paid entitlement may be taken at half pay for double the quantum of leave

² Part-time entitlement is pro-rata the full-time entitlement

The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the Commonwealth Government's scheme of publicly funded paid parental leave (however titled or styled). For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the leave provided by the Commonwealth scheme.

(d) Right to request

(i) An Employee entitled to parental leave pursuant to the provisions of this Clause may request the Employer to allow the Employee:

(A) To extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

(B) To return from a period of parental leave on changed ordinary hours (including reductions in ordinary hours, changes to start and finishing times) while the child is of school age or younger;

to assist the Employee in reconciling work and parental responsibilities.

(ii) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(iii) The Employee's request and the Employer's decision made under subclauses (b)(i) and (b)(ii) must be recorded in writing.

(iv) Request to return to work part-time

Where an Employee wishes to make a request under subclause 24(b)(i)(2), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

34 LONG SERVICE LEAVE

(a) An Employee's (including a casual Employee) entitlement to long service leave will be in accordance with section 113 of the Fair Work Act. Therefore,

(i) if there are applicable award-derived long service leave terms in relation to an Employee, the Employee is entitled to long service leave in accordance with those terms (Award – Derived Term);

(ii) if there is no applicable Award – Derived Term, the Employee is entitled to long service leave in accordance with the Long Service Leave Act 1976 (Tas) as amended from time to time.

35 REPRESENTATIVE LEAVE

- (a) Leave to attend trade union and union delegate courses/ seminars shall be as follows:
- (b) To a maximum of five (5) days per year (1 January to 31 December) for the State of Tasmania for the totality of all applications of paid trade union, union delegate training leave, attendance at association conferences, meetings and courses provided that:
 - (i) The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute procedures;
 - (ii) Two (2) weeks' notice is provided to the Employer;
 - (iii) The approval of leave must have regard to the operational requirements of the Employer;
 - (iv) This leave shall be paid at the ordinary time rate of pay.
- (c) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

36 COMMUNITY SERVICE LEAVE AND NATURAL DISASTER LEAVE

- (a) Employees are entitled to Community Service Leave, including but not limited to jury service and voluntary emergency management activity, as set out in the NES.
- (b) Upon the approval from the Employer, where a natural disaster has been declared in the State of Tasmania that directly affects the Employee, the Employee may access up to three days' special paid leave (unpaid for casual Employees).

37 CEREMONIAL LEAVE

- (a) An Employee who is legitimately required by Aboriginal and Torres Strait Islander tradition to be absent from work for Aboriginal and Torres Strait Islander ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of the Employer.

38 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

38.1 An employee may take paid Family and Domestic Violence leave if:

- (a) The employee is experiencing family and domestic violence; and
- (b) The employee needs to do something to deal with the impact of the family and domestic violence leave; and
- (c) It is impractical for the employee to do that thing outside the employee's ordinary hours of work.

38.2 The following definitions apply for the purpose of this clause:

- (a) **Family and domestic violence** is violent, threatening or other abusive behaviour by a close relative of an employee, member of an employee's household, or a current or former intimate partner of an employee that:
- (i) seeks to coerce or control the employee; and
 - (ii) causes the employee harm or to be fearful.
- (b) A **close relative** of the employee is a person who:
- (i) is a member of the employee's immediate family; or
 - (ii) is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (c) The **full rate of pay** has the same meaning as the Act.

38.3 Entitlement to Calvary Paid Family and Domestic Violence Leave Scheme

- (a) The Calvary Family and Domestic Violence Leave Scheme's objective is to provide an extended entitlement to the amount of Family and Domestic Violence Leave under the NES.
- (b) Those employees eligible for Family and Domestic Violence leave in accordance with the NES are entitled to Family and Domestic Violence in accordance with the terms of this clause.
- (c) The amount of paid Family and Domestic Violence Leave an employee is entitled to under this Agreement shall be twenty days, inclusive of the entitlement under the NES.

NOTE 1: Nothing in this clause is intended to discourage or prevent an employee requiring more support to request additional paid Family and Domestic Violence Leave or any other form of support an employee may need from Calvary.

- (d) The amount of Family and Domestic Violence Leave under clause 38.3(c) shall:
- (i) be available in full at the start of each 12 month period of the employee's employment; and
 - (ii) not accumulate from year to year; and
 - (iii) will not be paid out at the end of employment

38.4 Payment of Calvary Paid Family and Domestic Violence Leave Scheme

- (a) Employees will be paid at their full rate of pay based on their classification and pay point, calculated on what the employee would have received if they worked the period rather than take the leave.
- (b) For a casual employee, the leave is paid on the hours of work which were offered and the employee accepted prior to the requirement to take Family and Domestic Violence leave.
- (c) Family and Domestic Violence Leave may be taken as a single period or separate periods made of whole days/shifts or, where agreed with Calvary, as periods of less than one day/shift.
- (d) Family and Domestic Violence Leave shall be counted as continuous service for all purposes under the Act.
- (e) Calvary may label Family and Domestic Violence Leave with another name/title on an employee's payslip to enable the confidentiality and protection of an employee;

provided that Calvary has a measure taken to record the other name/title used to enable the auditing of an employee's payslip, if required.

38.5 Notice and Evidence Requirements

NOTE: These evidence requirements are the same as the NES.

- (a) An employee must give their employer notice of taking Family and Domestic Violence Leave.
- (b) The notice must be given to Calvary as soon as practicable and must advise Calvary of the period, or expected period, of the Family and Domestic Violence Leave.
- (c) An employee who has given Calvary notice of taking of Family and Domestic Violence Leave must, if required by Calvary, give Calvary evidence that would satisfy a reasonable person that the leave is taken for the purposes specified in clause 38.3.

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

39 STAFF DEVELOPMENT

- (a) The Employer recognises that training/education is essential for the maintenance and development of skill based practice. The Employer will continue to provide and support training/education opportunities where possible.
- (b) The responsibility for staff development is shared between Employees and the Employer. Employees are expected to participate in professional skill development to ensure that they perform at a standard consistent with required competencies relevant to their classification.
- (c) On the basis of assessed needs, a range of programs/topics relevant to care delivery will be provided by the Employer and Employees are encouraged to attend.
- (d) The provision of mandatory training and skills updates is a joint responsibility between the Employer and Employee. Attendance at mandatory training and skills update sessions provided by the Employer is the responsibility of the Employee.
- (e) Mandatory training:
 - (i) undertaken during ordinary hours will be paid at the Ordinary Rate and, as applicable, per the applicable shift or weekend penalty rate for such hours;
 - (ii) may be offered via e-learning packages supplied by the Employer. Where training is undertaken via e-learning, the Employee will undertake such training during the Employee's ordinary hours of work, at a time/ times allocated and agreed with the Employer, unless otherwise approved by the Employer;

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- (iii) approved by the Employer to be undertaken outside of an Employee's ordinary hours will be paid in accordance with clause 20 - Overtime.

PART 7 – Ending Employment

40 TERMINATION OF EMPLOYMENT

(a) Notice of termination by the Employer

- (i) In order to terminate the employment of the Employee, where employed on a full-time or part-time basis, the Employer shall give to the Employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (ii) In addition to this notice, where the Employee is over 45 years of age at the time of the giving of the notice with not less than two years continuous service, they will be entitled to an additional one weeks' notice.
- (iii) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- (iv) In calculating any payment in lieu of notice, the wages the Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- (v) The period of notice in this Clause shall not apply in the case of:
- (A) dismissal for misconduct;
 - (B) casual Employees;
 - (C) Employees engaged for a specific period of time or for a specific task or tasks; or
 - (D) employees (other than apprentices) to whom a training arrangement applies and whose employment is for a specified period of time or is limited to the duration of the training arrangement.

(b) Notice of termination by the Employee

- (i) The notice of termination required to be given by the Employee is the same as that required of the Employer, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- (ii) In respect of any forfeiture by the Employee of wages in lieu of providing notice, the Employee may at any time authorise the Employer to deduct from their wages payable up to, or on, termination relevant wages payable in lieu of notice.

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- (iii) Should an Employer not receive such an authorisation from the Employee, the Employer may recover such outstanding amount from the Employee in the appropriate statutory tribunal. It is acknowledged that the Employee has the same rights to pursue an Employer for underpayment in the appropriate jurisdiction.
 - (c) Instant dismissal
 - (i) The Employer shall have the right to dismiss the Employee without notice for conduct that justifies summary dismissal including but not limited to neglect of duty or matters of serious misconduct, and in such cases the wages shall be paid up to the time of dismissal only.

41 REDUNDANCY

- (a) Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of the Employer, the Employer shall consult with affected Employees in accordance with the consultation regarding change provision of this Agreement.
- (b) **Redundancy** occurs where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing to be done by any Employee and that decision leads to the termination of the employment of the Employee, except where this is due to the ordinary and customary turnover of labour (**Redundant** has a corresponding meaning).
- (c) Transfer to lower paid duties
 - (i) Where an Employee is transferred to lower paid duties by reason of Redundancy, the Employee shall be entitled to the same period of notice of transfer as she or he would be entitled to if her or his employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks' notice still due.
- (d) Redundancy pay
 - (i) In addition to the period of notice prescribed for termination, an Employee whose employment is terminated by reason of Redundancy be paid the following amount of severance pay in respect of a period of continuous service.

<i>Period of continuous service</i>	<i>Severance pay</i>
less than one year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

(ii) "Weeks' pay" means at the Employee's Ordinary Rate for his or her ordinary hours of Work.

(e) Employee Leaving During Notice Period

An Employee whose employment is terminated by reason of Redundancy may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with the Employer until the expiry of such notice. Provided in such circumstances the Employee shall not be entitled to payment in lieu of notice.

(f) Alternative Employment

Where the Employer obtains acceptable alternate employment for the Employee no severance payment is payable subject to an order of the FWC.

(g) Time off Period of Notice

During the period of notice of termination given by the Employer an Employee shall be allowed time off, up to one day, without loss of pay during each week of notice for the purpose of seeking other employment.

If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, produce proof of attendance at an interview or she or he shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

(h) Employees with Less Than One Year of Continuous Service

This clause does not apply to Employees with less than one year of continuous service.

(i) Employees Exempted

(i) This clause shall not apply to:


(A) dismissal for misconduct;

(B) casual Employees;

(C) Employees engaged for a specific period of time or for a specific task or tasks; or

(D) Employees (other than apprentices) to whom a training arrangement applies and whose employment is for a specified period of time or is limited to the duration of the training arrangement.

I am authorised to sign this Agreement on behalf of CALVARY HOME CARE SERVICES LIMITED.



SIGNATURE

CYNTHIA DOWELL - Regional CEO Vic/Tas
PRINT NAME AND AUTHORITY/TITLE

Address: Level 4, 1 Southbank Boulevard, Southbank VIC 3006

Date 21 December 2022

I am authorised to sign this Agreement, as the employee bargaining representative, on behalf of the HACSU.

SIGNATURE

Tim Jacobson - State Secretary
PRINT NAME AND AUTHORITY/TITLE

Address: ~~3-01-23~~ 11 Clave Street New Town 7008

Date 3-01-23

SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS

Support Worker Home Care	
SW New Entrant	New entrant with less than 12 months experience in the role who may perform domestic assistance or personal assistance under supervision. May be studying towards a Certificate III or equivalent qualification. Includes kitchen and catering assistance in community respite centres and facilities. Progression to Support Worker Level 1 upon completion of 12 months service.
SW Level 1	Support Worker with greater than 12 months experience who performs domestic assistance, kitchen or catering assistance within home care services and may be trained to complete personal care, and includes service provision for home care services in the community, which may include a community respite centre.
SW Level 2A	Support Workers who have a Certificate III or equivalent qualification will be appointed at this level. May perform both domestic assistance and personal care, and includes service provision for home care services in the community, which may include a community respite centre.

Support Worker Disability	
SW Level 2B Pay Point 1	<p>Support Worker who performs standard disability support and in addition to satisfying the requirements of Level 2A either:</p> <p>a) Holds certification deemed acceptable to the Employer to provide some level of disability care work and is predominately engaged to perform specialised disability care work; or</p> <p>b) Performs other types of care in a residential disability setting.</p> <p>Specialised disability care work of a Support Worker Level 2B may include but is not limited to:</p> <ul style="list-style-type: none"> • Seizure management first aid response only; • Enteral feeding and management where the client requires supported peg feeding; • Urinary catheters and changing day/night bag, and penile sheath drainage; <ul style="list-style-type: none"> • Mealtime preparation and delivery for modified meals and swallowing difficulties where the client eats independently; <ul style="list-style-type: none"> • First aid epipen for anaphylaxis; • Assistance/reminders to relieve and prevent pressure care, and skin tear first aid; <ul style="list-style-type: none"> • Support with diabetes management plan; and <ul style="list-style-type: none"> • Low risk behaviour management.
SW Level 2B Pay Point 2	
SW Level 3 Pay Point 1	<p>Support Workers who have a Certificate III or equivalent qualification, and who have completed specialised disability care support organisational training and certification acceptable to the employer, will be appointed at this level. Support Workers at this level are predominately engaged to perform work involving specialised disability care work of a more complex nature than that covered by Support Worker Level 2B.</p> <p>Specialised disability care work of a Support Worker Level 3 may include but is not limited to:</p> <ul style="list-style-type: none"> • Disposable enemas and suppositories; • Seizure management in high risk areas; • Enteral feeding and management where the client has behaviours that may impact the peg feed; <ul style="list-style-type: none"> • Tracheostomy care; • Monitoring and management of urinary catheters; • Non-invasive ventilation care (CPAP and BIPAP); • High choking risk mealtime preparation and delivery or assisted with feeding; <ul style="list-style-type: none"> • General stoma care; • Pressure care and wound management preventative care; • Blood glucose management and medium risk behaviours; and <ul style="list-style-type: none"> • Medium risk behaviour support and management. <p>Pay point progression as per Clause 15. Incremental Payments.</p>
SW Level 3 Pay Point 2	

SW Level 3 Pay Point 3	
SW Level 3 Pay Point 4	
SW Level 4 Pay Point 1	<p>Support Workers who have a Certificate IV or equivalent qualification, and who have completed specialised disability care support, organisational training and certification acceptable to the employer, will be appointed at this level, provided that they are predominately engaged to perform work involving specialised disability care work of a more complex nature than that covered by Support Worker Level 3.</p> <p>Specialised disability care work of a Support Worker Level 4 may include but is not limited to:</p> <ul style="list-style-type: none"> • Administration of seizure medication (PRN) eg Midazolam • Individual requiring PEG feed with other factors eg Increased risk of choking, aspiration, seizure, longer feed administration time, unable to communicate. <ul style="list-style-type: none"> • All Tracheostomy care with Ventilation • Newly inserted tracheostomy requiring dressings and tape changes <ul style="list-style-type: none"> • Insertion of intermittent catheter • Ventilation Care <p>Pay point progression as per Clause 15. Incremental Payments.</p>
SW Level 4 Pay Point 2	
SW Level 4 Pay Point 3	
SW Level 4 Pay Point 4	
Maintenance Officer	
Maintenance Officer Level 1 Pay Point 1	
Maintenance Officer Level 1 Pay Point 2	<p>A Maintenance Officer will tend to the working order and outdoor environment of the Calvary Community Care centres, including Respite Centres and houses and client homes to ensure the upkeep and appearance is maintained.</p> <p>Pay point progression as per Clause 15. Incremental Payments.</p>
Support Worker Advisor - Home Care	
Support Worker Advisor Level 1	<p>Support Worker Advisor Level 1 is responsible for the mentoring and coaching of Home Care Support Workers and will assist in the recruitment and onboarding. They ensure high quality of client service delivery through monitoring of Support Worker training and other related requirements.</p>
Support Worker Advisor - Disability	

Support Worker Advisor Level 2 Pay Point 1	Support Worker Advisor Level 2 is responsible for the mentoring and coaching of Disability Support Workers and will assist in recruitment and onboarding. They ensure high quality of client service delivery through monitoring of Support Worker training and other related complex care requirements.
Support Worker Advisor Level 2 Pay Point 2	
Support Worker Advisor Level 2 Pay Point 3	
Support Worker Advisor Level 2 Pay Point 4	
Administrative Staff Home Care	
Admin Level 1	Admin Level 1 provide general administrative and reception support to the Service Centre.
Admin Level 2	Admin Level 2 provide administration and care coordination to clients across various funding streams. Responsibilities may include data entry, providing prospective Clients with information about services and managing the first stages of their contract, funding arrangements, and transitioning Clients through to service delivery.
Administrative Staff Disability	
Admin Level 3	Admin Level 3 provide general administrative and reception support predominately to disability and complex care services within the Service Centre.
Coordination Staff Home Care	
Coordination Level 1A	Coordination Level 1A provide customer service and liaise with clients, care employees, Case Managers and families to ensure that all client care and service requirements are met through appropriate planning and action. After Hours roles also support the Service Centres with rostering outside business hours.
Coordination Level 1B	Coordination Level 1B provide customer service and liaise with clients, care employees, Case Managers and families to ensure that all client care and service requirements are met through appropriate planning and action. Roles are responsible for administration and intaking new clients, assessment and planning.

Coordination Level 2	Coordination Level 2 liaise with clients, care employees, Case Managers and families to ensure that all client care and service requirements are met through appropriate planning and action. Roles are responsible for leadership and management of Home Care Support Workers. They may also be responsible for the administration of intaking new clients.
Team Leader Home Care	
Team Leader Level 1A	Team Leader Level 1A leads an after hours customer service team to ensure delivery of information flow, records management, rostering and day-to-day back office activities. Positions covered under this classification typically lead staff who are classified under Coordination Level 1A.
Team Leader Level 1B	Team Leader Level 1B leads a front line customer service and administration team to ensure delivery of information flow, records management, rostering and day-to-day back office activities. Positions covered under this classification typically lead staff who are classified under Coordination Level 1B.
Team Leader Level 2	Team Leader Level 2 are typically responsible for the effective leadership of the staff classified under Coordination Level 2. Responsibilities include implementation of operational strategies and the delivery of customer service standards established by the organisation.
Coordination Staff Disability	
Coordination Level 3 Pay Point 1	Coordination Level 3 provide customer service and liaise with disability clients, care employees, Care Managers and families to ensure that all client care including complex care and service requirements are met through appropriate planning and action. Roles may be responsible for administration and intaking new clients, assessment and planning. Pay point progression as per Clause 15. Incremental Payments.
Coordination Level 3 Pay Point 2	
Coordination Level 3 Pay Point 3	
Coordination Level 3 Pay Point 4	
Coordination Level 4 Pay Point 1	Coordination Level 4 liaise with disability clients, care employees, Case Managers and families to ensure that all client care including complex care and service requirements are met through appropriate planning and action. Roles are responsible for leadership and management of Disability Support Workers. They may also be responsible for the administration of intaking new clients. Pay point progression as per Clause 15. Incremental Payments.
Coordination Level 4 Pay Point 2	

Coordination Level 4 Pay Point 3	
Coordination Level 4 Pay Point 4	
Manager Staff Home Care	
Service Manager Level 1	<p>Service Manager Level 1 are responsible for the management of Client Services in their specified area, ensuring that all services are delivered responsively and safely to Clients. Positions in this classification provide leadership to the Service Team to deliver business performance and quality care.</p> <p>Service Manager Level 1 are typically responsible for service centres with under 2000 clients.</p>
Service Manager Level 2	<p>Service Manager Level 2 are responsible for the management of Client Services in their specified area, ensuring that all services are delivered responsively and safely to Clients. Positions in this classification provide leadership to the Service Team to deliver business performance and quality care.</p> <p>Service Manager Level 2 are typically responsible for service centres with over 2000 clients.</p>
Manager Staff Disability	
Service Manager Level 3 Pay Point 1	<p>Service Manager Level 3 are responsible for the management of Disability Client Services in their specified area, ensuring that all services are delivered responsively and safely to Clients. Positions in this classification provide leadership to the Service Team to deliver business performance and quality care. Positions in this classification may lead the delivery of complex services that require higher skilled staff and has a complex reporting or compliance requirement.</p> <p>Pay point progression as per Clause 15. Incremental Payments.</p>
Service Manager Level 3 Pay Point 2	
Service Manager Level 3 Pay Point 3	
Care Management Staff Home Care	
Care Manager Level 1	<p>Care Manager Level 1 are responsible for delivering case management to Home Care Clients that is person centred and enablement focussed.</p>

Senior Care Manager	Senior Care Manager are typically responsible for the effective leadership of staff classified under Care Manager Level 1. In addition to delivering case management to home care Clients this position will provide subject matter advice in relation to case management best practice.
Care Management Staff Disability	
Care Manager Level 2 Pay Point 1	Care Manager Level 2 are responsible for delivering case management to Disability Clients that is person centred and enablement focussed. Pay point progression as per Clause 15. Incremental Payments.
Care Manager Level 2 Pay Point 2	
Care Manager Level 2 Pay Point 3	
Care Manager Level 2 Pay Point 4	
Corporate Support Roles	
Corporate Support	Corporate Support provide administrative support to corporate support functions such as Finance.

APPENDIX 1 –WAGE RATE SCHEDULE

Classification in Proposed EA	Pay Rates as of Date of EA Operation	Pay Rates as of 12 Months After Date of EA Operation 3%*	Pay Rates as of 24 Months After Date of EA Operation 3%*
Support Worker Home Care			
SW New Entrant	\$23.62	\$24.33	\$25.06
SW Level 1	\$25.16	\$25.91	\$26.69
SW Level 2A	\$25.76	\$26.53	\$27.33
Support Worker Disability			
SW Level 2B Pay Point 1	\$33.33	\$34.33	\$35.36
SW Level 2B Pay Point 2	\$34.23	\$35.26	\$36.31
SW Level 3 Pay Point 1	\$35.06	\$36.11	\$37.19
SW Level 3 Pay Point 2	\$36.07	\$37.15	\$38.27
SW Level 3 Pay Point 3	\$36.85	\$37.95	\$39.09
SW Level 3 Pay Point 4	\$37.60	\$38.73	\$39.89
SW Level 4 Pay Point 1	\$40.44	\$41.66	\$42.91
SW Level 4 Pay Point 2	\$41.50	\$42.75	\$44.03
SW Level 4 Pay Point 3	\$42.57	\$43.84	\$45.16
SW Level 4 Pay Point 4	\$43.52	\$44.82	\$46.17
Maintenance Officer			
Maintenance Officer Level 1 Pay Point 1	\$25.50	\$26.27	\$27.05
Maintenance Officer Level 1 Pay Point 2	\$26.29	\$27.08	\$27.89
Support Worker Advisor - Home Care			
Support Worker Advisor Level 1	\$29.67	\$30.56	\$31.48
Support Worker Advisor - Disability			
Support Worker Advisor Level 2 Pay Point 1	\$35.06	\$36.11	\$37.19
Support Worker Advisor Level 2 Pay Point 2	\$36.07	\$37.15	\$38.27
Support Worker Advisor Level 2 Pay Point 3	\$36.85	\$37.95	\$39.09
Support Worker Advisor Level 2 Pay Point 4	\$37.60	\$38.73	\$39.89

Administrative Staff Home Care			
Admin Level 1	\$29.67	\$30.56	\$31.47
Admin Level 2	\$31.05	\$31.98	\$32.94
Administrative Staff Disability			
Admin Level 3	\$29.67	\$30.56	\$31.47
Coordination Staff Home Care			
Coordination Level 1A	\$29.67	\$30.56	\$31.48
Coordination Level 1B	\$ 29.67	\$30.56	\$31.48
Coordination Level 2	\$31.37	\$32.31	\$33.28
Team Leader Home Care			
Team Leader Level 1A	\$33.13	\$34.12	\$35.15
Team Leader Level 1B	\$33.13	\$34.12	\$35.15
Team Leader Level 2	\$37.09	\$38.20	\$39.35
Coordination Staff Disability			
Coordination Level 3 Pay Point 1	\$35.06	\$36.11	\$37.19
Coordination Level 3 Pay Point 2	\$36.07	\$37.15	\$38.27
Coordination Level 3 Pay Point 3	\$36.85	\$37.95	\$39.09
Coordination Level 3 Pay Point 4	\$37.60	\$38.73	\$39.89
Coordination Level 4 Pay Point 1	\$40.44	\$41.66	\$42.91
Coordination Level 4 Pay Point 2	\$41.50	\$42.75	\$44.03
Coordination Level 4 Pay Point 3	\$42.57	\$43.84	\$45.16
Coordination Level 4 Pay Point 4	\$43.52	\$44.82	\$46.17
Manager Staff Home Care			
Service Manager Level 1	\$41.06	\$42.29	\$43.56
Service Manager Level 2	\$44.57	\$45.91	\$47.28
Manager Staff Disability			
Service Manager Level 3 Pay Point 1	\$50.54	\$52.06	\$53.62
Service Manager Level 3 Pay Point 2	\$51.66	\$53.21	\$54.81

Service Manager Level 3 Pay Point 3	\$52.78	\$54.36	\$56.00
Care Management Staff Home Care			
Care Manager Level 1	\$39.08	\$40.25	\$41.46
Senior Care Manager	\$43.06	\$44.35	\$45.68
Care Management Staff Disability			
Care Manager Level 2 Pay Point 1	\$40.44	\$41.66	\$42.91
Care Manager Level 2 Pay Point 2	\$41.50	\$42.75	\$44.03
Care Manager Level 2 Pay Point 3	\$42.57	\$43.84	\$45.16
Care Manager Level 2 Pay Point 4	\$43.52	\$44.82	\$46.17
Corporate Support Roles			
Corporate Support	\$31.05	\$31.98	\$32.94

*FFPPOA – First full pay period on or after

IN THE FAIR WORK COMMISSION**FWC Matter No.:** AG2022/5601**Applicant:** Calvary Home Care Services Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Loch Van Den Berg, National Manager Industrial & Employee Relations, have the authority given to me by Calvary Home Care Services Limited to give the following undertakings with respect to the *Calvary Home Care Services Limited Support Worker and Administrative and Operational Employees (Tasmania) Enterprise Agreement 2021* (the **Agreement**):

1. Clause 13(c) and (d) of the Agreement is replaced with the following:

(c) Before commencing employment, the Employer and Employee shall agree in writing on:

*(i) the number of hours of work which is guaranteed to be provided and paid to the Employee each fortnight (**the guaranteed hours**); and*

*(ii) the days of the week the employee will work and the starting and finishing times each day;
or*

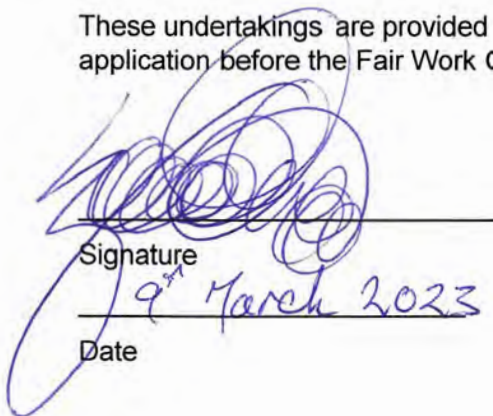
*(iii) at the employee's election, and in the alternative to (c)(ii), the days of the week and the periods in each of those days (including broken shift arrangements), when the Employee may be rostered to work the guaranteed hours (**the Employee's availability**).*

(d) The agreement made pursuant to clause 13(c) may subsequently be varied by agreement between the Employer and Employee in writing. Any such agreement may be ongoing or for a specified period of time.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature

Date


9th March 2023