



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

OneCare Ltd T/A OneCare
(AG2022/4027)

ONECARE LTD GENERAL EMPLOYEES ENTERPRISE AGREEMENT 2021

Aged care industry

COMMISSIONER LEE

MELBOURNE, 25 OCTOBER 2022

Application for approval of the OneCare Ltd General Employees Enterprise Agreement 2021

[1] An application has been made for approval of an enterprise agreement known as the *OneCare Ltd General Employees 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 OneCare Ltd T/A OneCare. 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 and Australian Nursing and Midwifery Federation being bargaining representatives for the Agreement, have each 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 organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 November 2022. The nominal expiry date of the Agreement is 30 June 2023.



COMMISSIONER

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Annexure A



IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/4027

Applicant:
OneCare Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Peter Williams, Chief Executive Officer, have the authority given to me by OneCare Ltd. to give the following undertakings with respect to the OneCare General Employees Enterprise Agreement 2021 ("the Agreement"):

1. Day Worker Hours and Afternoon Shift

Clause 8 in relation to Day Worker should be read as follows:

Only from the date of ratification of the OneCare General Employees Enterprise Agreement 2021, a Day Worker will mean that the ordinary hours of work for employees other than home care employees are between the hours of 6.00am and 6.00pm, Monday to Friday ('spread of hours').

Clause 8 in relation to afternoon shift should be read as follows:

Employees working afternoon shift will be paid the following percentages in addition to the ordinary rate for such shift. Provided that employees who work less than 38 hours per week will only be entitled to the additional rates where their shift finishes following 6.00 pm.

- (a) An employee who commences an afternoon shift at 10.00 am and before 1.00 pm will be paid 10% of the ordinary hourly rate.
- (b) An employee who commences an afternoon shift at 1.00 pm and before 4.00 pm will be paid 12.5% of the ordinary hourly rate.
- (c) An employee who works an Afternoon shift which finishes after 6pm and at or before 11pm will receive payment of 15% of the ordinary hourly rate.

2. Casual Loading

Clause 13(e)(iii), Clause (29(e)(i) and clause 29(e)(ii) of Enterprise Agreement should be read that overtime for casuals is calculated on the base rate of pay, inclusive of the casual loading.

Note:

This undertaking will also cover employees classified within the OneCare General Employees Enterprise Agreement 2021 who are employed under the Social, Community, Home Care and Disability Services Industry Award.

3. Foul and Nauseous Linen Allowance

Clause 23(a) should be read as follows:

Employees will receive the payment as stated in the Enterprise Agreement, however if an employee is engaged in handling linen which, having regard to the duties normally performed by such employee in such classification, is of a nauseous nature which is unusually dirty or offensive (other than linen sealed in airtight containers), then the employee may make a claim to be paid the Award amount, noting all claims will be offset against monies already paid to the employee under clause 23(a) of the Enterprise Agreement.

4. Maximum Daily Hours

Clause 25(d) should be read that ordinary hours will be worked either eight hours on a day shift or 10 hours on a night shift.

5. Shiftworker

Clause 33(a)(i) should note that for the purposes of the NES, a shift worker means an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker and/or who works for more than four ordinary hours on 10 or more weekends. A weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

6. Saturday, Sunday and Public Holidays

Clause 26(c), Clause 26(d), Clause 39(e) should be read that Casual employees who work within "The Agreement" will be paid the following:

Aged Care Employees:

- (a) between midnight Friday and midnight Saturday –175% of the ordinary hourly rate; and
- (b) between midnight Saturday and midnight Sunday –200% of the ordinary hourly rate.
- (c) A casual employee will be paid only for those public holidays they work at 275% of the ordinary hourly rate for hours worked

Social, Community, Home Care and Disability Services Industry Award Employees:

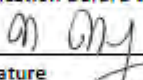
- (a) between midnight Friday and midnight Saturday –175% of the ordinary hourly rate; and
- (b) between midnight Saturday and midnight Sunday –225% of the ordinary hourly rate.
- (c) A casual employee will be paid 275% of the ordinary rate of pay for hours worked on public holidays (inclusive of the casual loading).

7. Broken Shifts

Where the Social, Community, Home Care and Disability Services Industry Award is relevant to an employee, then broken shifts will be paid as follows:

- (a) An employee required to work a broken shift with 1 unpaid break will be paid an allowance of 1.7% of the standard rate, per broken shift.
- (b) An employee who agrees to work a broken shift with 2 unpaid breaks will be paid an allowance of 2.25% of the standard rate, per broken shift.

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


Signature

21 October 2022
Date



ONECARE LTD

**GENERAL EMPLOYEES
ENTERPRISE AGREEMENT**

2021

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 the agreement.

PART 1 – APPLICATION AND OPERATION

1. NAME OF AGREEMENT

This agreement shall be known as the OneCare Ltd General Employees Enterprise Agreement 2021.

2. ARRANGEMENT

Part 1 - APPLICATION AND OPERATION	2
1. NAME OF AGREEMENT	2
2. ARRANGEMENT	2
3. PARTIES TO THE AGREEMENT	3
4. SCOPE OF THE AGREEMENT	3
5. COMMENCEMENT DATE AND PERIOD OF OPERATION	4
6. SUPERSESSION AND SEVERANCE PROVISIONS	4
7. NO EXTRA CLAIMS	4
8. DEFINITIONS	5
9. WORKPLACE CONSULTATION COMMITTEE	8
10. WORKLOAD ESCALATION PROCESS	9
11. DISPUTE RESOLUTION PROCEDURE	9
Part 2 - EMPLOYMENT RELATIONSHIP	10
12. CONTRACT OF EMPLOYMENT	10
13. EMPLOYMENT CATEGORIES	10
14. MINIMUM ENGAGEMENT	15
15. TERMINATION OF EMPLOYMENT	15
16. REDUNDANCY	16
Part 3 - RATES OF PAY AND RELATED MATTERS	18
17. CLASSIFICATIONS	18
18. YOUTH TRAINEES	18
19. APPRENTICES	19
20. WAGE INCREASES	21
21. SUPERANNUATION	22
22. SALARY PACKAGING	23
23. ALLOWANCES	24
24. PAYMENT OF WAGES	28
Part 4 - HOURS OF WORK AND RELATED MATTERS	30
25. HOURS OF WORK	30
26. SHIFTWORK	30
27. DAYLIGHT SAVING	31
28. BREAKS	32
29. OVERTIME	33
30. ROSTERS (excluding Home Care Workers)	35
31. SCHEDULE OF ENGAGEMENTS (Home Care Workers)	35
32. UNSCHEDULED CANCELLATIONS (Home Care Workers)	36
Part 5 - LEAVE AND PUBLIC HOLIDAYS	37
33. ANNUAL LEAVE	37
34. PERSONAL/CARER'S LEAVE	40
35. EXCEPTIONAL LEAVE	43
36. FAMILY VIOLENCE LEAVE	43
37. COMPASSIONATE AND BEREAVEMENT LEAVE	44
38. PARENTAL LEAVE	45
39. PUBLIC HOLIDAYS	46

40. LONG SERVICE LEAVE	47
41. COMMUNITY SERVICE LEAVE	47
42. CEREMONIAL LEAVE	48
Part 6 – OTHER PROVISIONS	48
43. CONSULTATION CLAUSE	48
44. RIGHT TO REQUEST A FLEXIBLE WORK ARRANGEMENT	50
45. FLEXIBILITY CLAUSE	51
46. INFLUENZA VACCINATIONS	52
47. PANDEMIC AND INFLUENZA VACCINATIONS	52
48. UNION DELEGATES	53
49. NOTICE BOARD	54
Signatories	55
Schedule A – Classifications	57
Schedule B – Wage Schedule	65
Schedule C – Allowances	66

3. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

- (a) OneCare Ltd ('OneCare' or 'the Employer');
- (b) The Health Services Union, Tasmania Branch;
- (c) The Australian Nursing and Midwifery Federation, Tasmanian Branch; and
- (d) Employees who are referred to in clause 4 (Scope of the Agreement ('Employees')).

4. SCOPE OF THE AGREEMENT

- (a) This Agreement shall apply to OneCare Ltd in respect of the employment of employees who are employed in classifications that appear in this Agreement.
- (b) This Agreement does not cover or apply to employees in the following positions or classifications:
 - (i) the Chief Executive Officer;
 - (ii) Executive Managers;
 - (iii) Managers;
 - (iv) Employees covered by the OneCare Ltd Nursing Employees Enterprise Agreement 2017, or any successor to that Agreement; and
 - (v) Employees engaged in positions that predominantly provide disability services to a person in a community and/or residential setting including in a respite centre or private residence.

5. COMMENCEMENT DATE AND PERIOD OF OPERATION

- (a) This Agreement shall come into operation seven (7) days after the Fair Work Commission approves the Agreement.
- (b) The Agreement has a nominal expiry date of 30 June 2023 and shall remain in operation until terminated or varied in accordance with the Act.

6. SUPERSESION AND SEVERANCE PROVISIONS

- (a) This Agreement applies to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), and like instruments or arrangements.
- (b) For the purposes of this clause, the terms "award" or "awards" include any applicable award or collective agreement and includes those industrial instruments described in the Act as an award, federal award, a transitional federal award, pre-reform federal award, pre-reform certified agreement, a rationalised and/or simplified federal award, a preserved State agreement or a notional agreement preserving a State award.
- (c) This Agreement supersedes and replaces in their entirety all provisions of the Aged Care Award 2010 (MA000018) and the Social, Community, Home Care and Disability Services Industry Award 2010 (MA000100).
- (d) Any term of this Agreement that is, in whole, or in part, not a permitted matter is, to the extent it is not a permitted matter, severed from this Agreement and of no legal effect.
- (e) Any term of this Agreement that is, in whole, or in part, an unlawful term is, to the extent it is an unlawful term, severed from this Agreement and of no legal effect.
- (f) To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted matters.
- (g) Nothing in this Agreement will operate to provide a less favourable outcome for Employees in a particular respect than that provided by the NES. Employee entitlements under this Agreement:
 - (i) apply unless a superior condition applies in accordance with the NES; and
 - (ii) are provided in satisfaction of, and not in addition to, entitlements under the NES.

7. NO EXTRA CLAIMS

- (a) The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

- (b) Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement. The parties acknowledge that the terms of this Agreement represent the totality of all matters in the employment relationship.

8. DEFINITIONS

Act means the *Fair Work Act 2009* (Cth)

Adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship

Afternoon shift means a shift which finishes after 6pm and at or before 11pm (for Home Care Workers, after 8pm and at or before 11pm).

Agreement means this Agreement, the OneCare Ltd General Staff Agreement 2021.

Apprentice means an employee who is bound by a contract of training registered with the appropriate State or Territory training authority

Approved training means the training specified in the training contract.

Base rate of pay has the same meaning as the Act and means the hourly rate of pay that the employee receives for Ordinary Hours of Work. The Base rate of pay is achieved by taking the specified weekly amount in Schedule B – Wages Schedule.

Casual employee means an employee who is engaged on an as is and when is required basis.

‘Commission’ or ‘FWC’ means the Fair Work Commission.

Contagious or communicable illness means an illness which is spread from person to person through direct physical contact or carried by microorganisms.

Day worker means an employee whose ordinary hours of work are performed between the period 6.00am and 7.00pm (or 7.00am and 8.00pm for Home Care Workers), on the days Monday to Friday inclusive.

De facto partner in relation to an employee:

- 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
- includes a former de facto partner of the employee.

Designated workplace means the employee’s closest regional administration office for Home Services.

Domestic/Family Violence means situations such as violence or abuse experienced by an employee in their personal life that may affect their attendance or performance at work. This includes physical, sexual, financial, verbal or emotional abuse by a family member or spouse.

Early Shift means a shift undertaken by a shift worker commencing at 4am and before 6am, provided that an early shift penalty will not apply if the night shift penalty applies.

Fixed term means an employee may be engaged for a fixed term for a project or for a specific task or where specified work is only required for a specified period. There must no expectation of continuing employment beyond the fixed term; ie. if such an expectation exists or is implied the employee must be employed on a permanent basis.

Full-time employee means an employee engaged to work an average of 38 ordinary hours per week, or an average of 38 hours per week worked over 76 hours per fortnight, or 152 hours per four week period.

Full rate of pay means the base rate of pay payable to the employee plus the following:

- (a) loadings;
- (b) monetary allowances;
- (c) overtime or penalty rates; and
- (d) any other separately identifiable amounts.

Home Care Worker means an employee employed to deliver care and related activities in client homes and community settings, excluding employees engaged as Disability Care Employees.

Immediate family member – the following are members of an employee's immediate family:

- spouse or former spouse
- de facto partner or former de facto partner
- child
- parent
- grandparent
- grandchild
- sibling, or a
- child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner (or former spouse or de facto partner).

This definition includes step-relations (eg. step-parents and step-children) as well as adoptive relations.

Employees will be able to take compassionate leave for other relatives (eg. cousins, aunts and uncles) if they are a member of the employee's household, or if the employer agrees to this request.

Medical certificate means a certificate signed by a Medical Practitioner or Health Professional.

Medical Practitioner means a person registered, or licensed, as a medical practitioner under a Federal, State or Territory law that provides for the registration or licensing of medical practitioners.

Member of employee's household means any person or persons who usually resides with the employee and regards themselves as a household.

Modern award means the Aged Care Award 2010 (MA000018) or the Social, Community, Home Care and Disability Services Industry Award 2010 (MA000100), whichever covers the relevant Employee.

NES means the National Employment Standards as provided for under the Act

Night shift means a shift which finishes after 11pm and at or before 6am (for Home Care Workers, after 11pm and at or before 7am), or a shift commencing before 6am Monday to Friday.

Ordinary rate of pay means the employee's base rate of pay plus any penalty rates applicable to that work under clause 26 (Shiftwork).

Parent means a person's mother or father and also includes a foster parent, step parent or legal guardian.

Part-time employee means an employee engaged to work, on a regular basis, for less hours than a full-time employee. A part-time home care worker is an employee engaged to work at least 4 hours but less than 38 hours per week, on a regular and systematic basis.

Roster means a work pattern designed for a specific work area for all or any work performed:

- (a) Outside the span of ordinary hours;
- (b) Excluding work performed outside the span of hours paid at overtime rates.

Shift worker means an employee other than a Day worker who is required to work shifts in accordance with a roster.

Superannuation Legislation include the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Guarantee Charge Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*.

Trainee is an employee undertaking a traineeship under a training contract.

Traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification.

Training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority.

Training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training and includes any relevant replacement training package.

Unscheduled cancellation means a cancellation to a rostered home care service that occurs less than one (1) hour before the commencement of the relevant employee's shift or during the relevant employee's shift.

Year of service shall mean 1976 hours of actual service in an approved establishment, including public holidays, paid annual leave and paid personal leave.

Youth Trainee means a Trainee:

- (a) undertaking a Certificate II Aged Care related traineeship or a Certificate III business related traineeship;
- (b) has completed secondary school or matriculation college within 3 years of commencing the traineeship; and
- (c) is 21 years of age or under.

9. WORKPLACE CONSULTATION COMMITTEE

- (a) The parties to the agreement recognise that a consultative approach will have a positive impact on OneCare, our employees and the quality of client care.
- (b) On a six monthly basis, an agenda will be set to formally review and discuss issues, which may include:
 - 1. Workforce levels
 - 2. The mix of skills which is required
 - 3. Rostering
 - 4. Work process and methods
 - 5. Cultural, diversity or other relevant concerns
 - 6. Training needs within the workforce
 - 7. Duties, responsibilities and accountabilities of the roles
 - 8. Policies and procedures
 - 9. Evidence and record requirements
 - 10. Leave
 - 11. Recruitment
 - 12. Performance reviews
- (c) Meetings will include employees and management.
- (d) The agenda and related discussion will be determined at each prior meeting and may be undertaken in any form determined by OneCare (face to face, virtual or surveys) and will include a mix of OneCare management and workers employed within the specific site.
- (e) Employees who transfer from one worksite to a new worksite will not automatically transfer to the consultative committee of the new worksite.
- (f) Minutes and outcomes relating to each committee meeting will be provided by the Facility Manager to the OneCare Executive Team.
- (g) A policy will be developed to provide protocols relating to this meeting and any respective outcomes.

10. WORKLOAD ESCALATION PROCESS

- (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 OneCare, the employees and the quality of resident/client care.
- (b) To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
 - i. In the first instance, employees should discuss the issue with the Nurse In-Charge and, where appropriate, explore solutions.
 - ii. If a solution cannot be identified and implemented, the matter should be referred by either party to the Clinical Manager for further discussion.
 - iii. If a solution still cannot be identified and implemented, the matter should be referred by either party to the Facility Manager for further discussion.
 - iv. The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected employee.
 - v. Where no solution can be determined then either the employee or the Facility Manager can complete the workload referral form and email this to Human Resources for direction or outcomes (found on internal website).

11. DISPUTE RESOLUTION PROCEDURE

- (a) If a grievance or dispute arises about any matter under this Agreement or the National Employment Standards, in the first instance employees are to attempt to resolve the issue with their Manager/Supervisor. The Manager/Supervisor and the parties to the dispute will genuinely attempt to resolve the dispute at this level.
- (b) At any stage of the procedure, a party may appoint another person, organisation or association to accompany or represent them.
- (c) If the grievance or dispute remains unresolved after (a) above, the grievance will be referred by the immediate Manager/Supervisor to a more senior manager.
- (d) If the grievance or dispute remains unresolved after (c) above, the issue will be referred to senior management and union or other employee representatives.
- (e) If the grievance is unable to be resolved at the workplace level by the above process, the matter may be referred to the Commission on the application of either party for conciliation and/or arbitration.
- (f) Alternatively, by agreement between the employee(s) and employer, the matter may be referred to mediation or other alternative dispute resolution process to be conducted by a person agreed between the parties in dispute on the matter.
- (g) In the event that the parties cannot agree on an alternative dispute resolution provider the Commission will be used.

Where an alternative dispute resolution provider is used, the parties will agree to be bound by the provider's decision. The costs of the agreed mediator will be borne by the employer.

- (h) Without prejudice to either party, and except where a bona fide safety issue is involved, normal work and existing custom and practice will continue while attempts are being made to resolve the grievance or dispute in accordance with these procedures.

PART 2 – EMPLOYMENT RELATIONSHIP

12. CONTRACT OF EMPLOYMENT

- (a) All employees shall have a written contract of employment. At the time of engagement the employer will inform each employee whether they are employed on a full-time, part-time, fixed term or casual basis.
- (b) An employee's position, at the time of appointment, will be classified according to the classification definitions in this Agreement.
- (c) An employer may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training consistent with the classification structure in this Agreement.
- (d) Except as otherwise provided in this Agreement, the employer is not permitted to pay an employee at a rate lower than their classification for performing work of a lower classification nor does it prevent the employee receiving any entitlement for performing work at a higher classification.

13. EMPLOYMENT CATEGORIES

(a) Full-time employees

A full-time employee is an employee who is engaged to work:

- (i) For a Day Worker – 38 hours per week averaged over a four-week period;
or
- (ii) For a Shift Worker – an average of 38 hours per week over a 152 hour four-week period.

(b) Part-time employees

- (i) A part-time employee is an employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work each week.
 - a. Before commencing part-time employment, and subject to clause 3(b)(iv) (Allocation of additional shifts), the employer and the part-time employee will agree in writing the minimum number of hours to be worked, and the days of the week that the employee will work and the starting and finishing times each day.
- (ii) Any agreed variation to the hours of work will be in writing.

- (iii) The terms of this Agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are an average of 38.

- (iv) **Allocation of additional shifts**

Part-time employees will be given fair and reasonable access to additional shifts which may become available on a roster. The decision for the allocation of additional hours/shifts remains with the employer. Additional shifts, where agreed by the employee in writing, are paid at the employee's ordinary rate of pay provided that the additional hours do not exceed the ordinary hours of work provided at clause 25 (Hours of Work) of this Agreement.

- (v) **Home Care Workers**

- (i) The hours of work for a part-time Home Care Worker may fluctuate depending upon client needs. Part-time employees who have their hours reduced due to the changing needs of clients will be given preference for additional hours as they become available. The employer will endeavour to allocate additional hours within a reasonable distance to the employee's existing clients or the employee's home; however, primary consideration in the allocation of hours will be the specific needs of the client and the employee possessing the appropriate skills to care for that client.

- (ii) In addition to part time terms and clause 13(b)(v)(i) the following applies:

- (a) The ordinary hours of work for each employee will be displayed on a roster in a place conveniently accessible to employees. The roster will be posted at least two weeks before the commencement of the roster period.
- (b) Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email, facsimile or any electronic means of communication.
- (c) It is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.
- (d) Change in rosters will provide seven days' notice.

- (iii) **Change in Roster**

- (a) Seven days' notice will be given of a change in a roster.
- (b) However, a roster may be changed at any time:
 - A. if the change is proposed by an employee to accommodate an agreed shift swap with another employee, subject to the agreement of the employer; or
 - B. to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness, or in an emergency.

- (iv) This clause will not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has four rostered days off in that fortnight or eight rostered days off in a 28 day roster cycle, as the case may be.
- (v) Where accrued days off (ADOs) are pre-approved and agreed in writing by the employer these will be displayed on the roster.
- (vi) Client cancellation
 - (a) This clause applies where a client cancels a scheduled home care or disability service, within 7 days of the scheduled service, which a full-time or part-time employee was rostered to provide. For the purposes of this clause a client cancellation includes where a client reschedules a scheduled home care or disability service.
 - (b) Where a service is cancelled by a client under clause (b)(vi)(a), the employer may either:
 - A. direct the employee to perform other work during those hours in which they were rostered; or
 - B. cancel the rostered shift or the affected part of the shift.
 - (c) Where clause (b)(v)(vi)(b)(A) applies, the employee will be paid the amount payable had the employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.
 - (d) Where clause (b)(v)(vi)(b)(B) applies, the employer must either:
 - A. pay the employee the amount they would have received had the shift or part of the shift not been cancelled; or
 - B. subject to clause (b)(v)(vii), provide the employee with make-up time in accordance with clause (b)(v)(viii).
- (vii) The make-up time arrangement can only be used where the employee was notified of the cancelled shift (or part thereof) at least 12 hours prior to the scheduled commencement of the cancelled service. If less than 12 hours' notice is provided, clause (b)(vi)(d)(A) applies.
- (viii) Where the employer elects to provide make-up time:
 - A. despite clause (b)(v)(ii)(a), the employer must provide the employee with 7 days' notice of the make-up time (or a lesser period by agreement with the employee);
 - B. the make-up time must be worked within six (6) weeks of the date of the cancelled service;

- C. the employer must consult with the employee in accordance with clause 43 (Consultation clause), about changes to rosters or hours of work regarding when the make-up time is to be worked;
- D. the make-up time can include work with other clients or in other areas of the employer's business provided the employee has the skill and competence to perform the work; and
- E. an employee who works make-up time will be paid the amount payable had the employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.

(ix) Clause (b)(v)(vi) is intended to operate in conjunction with clause (b)(v)(iii) and does not prevent an employer from changing a roster under clause (b)(v)(iii)(a) or (b).

(c) **Part-time Employee Review of Contracted Hours**

- (i) A part-time employee who is able to demonstrate that they have consistently worked additional hours in excess of their contracted hours of work may request to have their hours reviewed once every six (6) months. However, should OneCare initiate the consultation provisions contained in clause 43 (Consultation Clause) of this Agreement then the part-time employee cannot seek a review while the change is being discussed or implemented.
- (ii) The hours worked in the following circumstances will not be incorporated into any review of employment if:
 - a. The increase in hours is as a direct result of an employee being absent on leave; for example, annual leave, long service leave, parental leave, workers compensation; or
 - b. The increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a client.
- (iii) If a review establishes a consistent pattern of greater hours is being worked, the employer may offer the employee those additional hours as part of their contracted minimum number of hours of work.
- (iv) The employer may consent or refuse the request, but shall not unreasonably withhold agreement to such a request.

(d) **Fixed Term**

An employee may be engaged on a fixed term, working fulltime or part time hours, to undertake a project or a specific task or where specified work is only required for a specified period. There must be no expectation of continuing employment beyond the fixed term – if such an expectation exists or is implied, the employee must be employed on a permanent basis. If a fixed term employee is engaged to work full time hours, then the provisions of clause 13 (a) apply to that employee. If

a fixed term employee is engaged to work part time hours, then the provisions of clause 13 (b) apply to that employee.

(e) Casual employees

- (i) A casual employee is engaged by the hour.
- (ii) The rate of pay for ordinary hours of work is the base rate of pay, plus a loading in lieu of paid leave, public holidays and other entitlements afforded to full-time and part-time employees (a "casual loading"). The casual loading is 25% of the employee's base rate of pay.
- (iii) Where a casual employee is entitled to be paid other loadings or penalties that are referenced to the employee's base rate of pay, the loading or penalty shall be calculated exclusive of the casual loading.
- (iv) A casual employee, excluding home care workers, who has their shift cancelled by the employer with less than 12 hours' notice and who has incurred child care fees as a result, shall on presentation of receipts to the employer, be entitled to a full reimbursement of these child care costs provided that the claim for reimbursement must be made to the employer within two pay fortnights of incurring the loss. Reimbursement shall only occur where the cancelled arrangements do not form a part of the employee's normal child care arrangements and where the provider is an accredited child care provider.

(f) Casual Employee Conversion

- (i) A casual employee who has been rostered on a regular and systematic basis over period of (6) months and has the reasonable expectation of continuing employment on a regular and systematic basis has the right to request conversion to permanent employment. However, should OneCare initiate the Consultation provisions contained in clause 43 (Consultation clause) of this Agreement then the casual employee cannot seek conversion while the change is being discussed or implemented.
- (ii) Notwithstanding clause 13(f)(i) above, a casual employee will not be entitled to conversion of their employment in circumstances where they are replacing an employee on long term leave; have been engaged due to a temporary increase in hours because of the specific needs of a client; or engaged for a specific project or timeframe.
- (iii) The new contract of employment will, at least, be on the basis of the average number of hours as previously worked; however, the hours must be capable of fitting within the existing rostering arrangements. Other arrangements may be implemented by agreement between the employer and employee.
- (iv) The employer may consent or refuse the request but shall not unreasonably withhold agreement to such a request.

(g) **Multiple Employment Arrangements**

An Employee may apply for and be offered more than one position with OneCare. The payment for each position will be at the appropriate rate for the work being performed. An Employee employed under multiple employment arrangements may have different terms and conditions, including pay rates, for each position.

14. MINIMUM ENGAGEMENT

- (a) Full-time employees will be engaged for a minimum period of:
 - (i) For Home Care Workers – two (2) hours at the appropriate rate for each engagement; or
 - (ii) For all other employees – four (4) hours at the appropriate rate for each engagement.
- (b) Part-time employees (other than Home Care Workers) will be engaged for a minimum period of two (2) hours at the appropriate rate for each engagement.
- (c) Casual employees, excluding Home Care Workers, will be employed by the hour and with a minimum of two (2) hours work for each engagement.
- (d) A part-time Home Care Worker will be paid a minimum of two (2) hour at the appropriate rate for each period of engagement between the hours of 7.00am and 8.00pm and a minimum of two (2) hours at the appropriate rate for each period of engagement outside of these hours.
- (e) A period of engagement for a Home Care Worker shall mean visits to one or more clients in succession unless a Home Care Worker undertakes broken shifts, then those broken shifts shall form one engagement.
- (f) A Home Care Worker shall be engaged for no less than 4 hours per week at the appropriate rate of pay for each period of engagement.
- (g) A casual Home Care Worker will be employed by the hour and with a minimum of two (2) hour at the appropriate rate for each period of engagement between the hours of 7.00am and 8.00pm and a minimum of two (2) hours at the appropriate rate for each period of engagement outside of these hours.

15. TERMINATION OF EMPLOYMENT

(a) **Notice of termination by the employer**

- (i) An employee whose employment is terminated at the initiative of the employer shall be given notice of termination of employment, or payment in lieu of part or all of the notice period, by the employer as follows:

Period of Continuous Service

Not more than 1 year

More than 1 year but not more than 3 years

Period of Notice

1 week

2 weeks

More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (ii) If the employee is aged over 45 at the time of being given notice, and has been employed for not less than two years with the employer, the employee is entitled to a further weeks' notice in addition to the relevant notice prescribed in clause 15(a)(i) above.
- (iii) The period of notice in this clause (clause 15(a)) shall not apply in the case of dismissal for serious misconduct, or in the case of casual employees.

(b) Summary Dismissal

- (i) Without limiting the employer's rights, an employee may be summarily dismissed from their employment for actions amounting to serious misconduct as defined by the Act.
- (ii) The Employer is not required to provide notice of termination in accordance with clause 15(a) above, or any other notice, if an employee is summarily dismissed from their employment.

(c) Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer, after receiving authorisation from the employee, may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

(d) Job search entitlement

Where an employer has given notice of termination to an employee, an employee must be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

16. REDUNDANCY

(a) Redundancy entitlements

- (i) Redundancy Entitlements are a matter provided for in the NES (Division 11 – Notice of Termination and Redundancy Pay).
- (ii) Where a Redundancy situation arises the following redundancy payments shall be made.

Employee's period of continuous service with the employer on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

- (iii) A **'Redundancy situation'** arises where the employer no longer requires an employee's job to be done by anyone, except where this is due to the ordinary and customary turnover of labour. A redundancy situation may arise because of, but not limited to, changes in the employer's operational requirements; changes in the employer's financial situation; relocation; restructure or merger / sale of the organisation. A redundancy situation refers to a job becoming redundant and not to an employee becoming redundant.

(b) **Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary rate of pay and the new ordinary rate of pay for the number of weeks of notice still owing.

(c) **Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.

(d) **Job search entitlement**

- (i) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (ii) 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 must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.

- (iii) This entitlement applies instead of clause 15(d) (Job search entitlement).

PART 3 - RATES OF PAY AND RELATED MATTERS

17. CLASSIFICATIONS

All employees covered by this Agreement will be classified in accordance with the classification structure set out in Schedule A (Classification Structure) or clause 18 (Youth Trainees) of this Agreement.

18. YOUTH TRAINEES

(a) General matters

- (i) This clause applies in respect of an employee who is a Youth Trainee.
- (ii) This clause does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- (iii) This clause does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- (iv) At the conclusion of the traineeship, this clause ceases to apply to the Youth Trainee.
- (v) Youth trainees will only be employed to augment the existing and future non-trainee workforce and will work strictly in accordance within their scope of training. If an existing non-trainee position becomes vacant, it will not be filled by a Youth Trainee unless that Youth Trainee becomes a non-trainee employee in order to fill the position.
- (vi) The Youth Trainee's performance will be monitored during the traineeship. Prior to the completion of the traineeship the employer will advise the Youth Trainee whether they are likely to be offered further employment as a Trainee undertaking a Certificate III or other employment.

(b) Types of Traineeship

Full-time traineeship is based on 38 ordinary hours per week, with 20% of ordinary hours being approved training partly on-the-job and partly off-the-job.

(c) Wages

- (i) The minimum wages for a Youth Trainee are in Schedule B.
- (ii) An employee who was employed by the employer immediately prior to

becoming a Youth Trainee with the employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a Youth Trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.

(d) **Other conditions**

- (i) A Youth Trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (ii) Time spent by a Youth Trainee in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the Youth Trainee's wages and determining the Youth Trainee's employment conditions.
- (iii) A Youth Trainee, in addition to their Certificate II traineeship, may be required to undertake limited modules from an associated Certificate III qualification from time to time.
- (iv) All other terms and conditions of this Agreement apply to the Youth Trainee unless specifically varied by this clause.

(e) **Adult trainees**

For clarity, an Adult Trainees are employees, over the age of 21. engaged in substantive positions who are also undertaking a traineeship to augment their skills and competencies. Adult trainees perform work functions in accordance with the Classification Structure detailed at Schedule A (Classifications) and are paid wages in accordance with Schedule B (Wage Schedule).

19. APPRENTICES

- (a) An apprentice will not be engaged to cause a loss of employment to employees that are employed at the commencement date of this Agreement and, if an existing non-apprenticed position becomes vacant, it will not be filled by an apprentice unless that apprentice becomes a non-apprenticed employee in order to fill the position. Apprentices will only be employed to augment the existing and future non-apprenticed workforce.
- (b) Other than for the pay rates set out below, all other terms of this Agreement apply to Apprentices.

(c) **Cooking apprentices**

An employee apprenticed in the cooking trade will be paid the percentage of the 'Aged care employee Level 4 – Service Employee' pay rate as set out in the following table:

Year of apprenticeship	% of Level 4 rate for apprentices who have not completed year 12	% of Level 4 rate for apprentices who have completed year 12
1st year	55	55
2nd year	65	65
3rd year	80	80
4th year	95	95

(d) **Chef apprentices**

An employee apprenticed in the cooking trade will be paid the percentage of 'Aged care employee Level 5 – Service Employee' pay rate as set out in the following table:

Year of apprenticeship	% of Level 5 rate for apprentices who have not completed year 12	% of Level 5 rate for apprentices who have completed year 12
1st year	55	55
2nd year	65	65
3rd year	80	80
4th year	95	95

(e) **Gardening apprentices**

An employee apprenticed in the gardening and landscaping trade will be paid the percentage of 'Aged care employee Level 4 – Service Employee' pay rate as set out in the following table:

Year of apprenticeship	% of Level 4 rate for apprentices who have not completed year 12	% of Level 4 rate for apprentices who have completed year 12
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	95	95

(f) **Adult apprentices**

- (i) The minimum rate for an adult apprentice must be equal to the Federal Minimum Wage as determined by the Fair Work Commission from time to time.
- (ii) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the Aged Care Employee Level 1 (Service Employee) or the rate prescribed by the relevant apprenticeship clause 19(c) to (e) above for the relevant year of the apprenticeship, whichever is the greater.
- (iii) A person employed by the employer under this Agreement immediately prior to entering into a training agreement as an adult apprentice with the employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in 'Aged care employee Level 1-7' in which the adult apprentice was engaged immediately prior to entering into the training agreement.

20. WAGE INCREASES

- (a) All employees covered by this Agreement will receive the wage rates prescribed at Schedule 2 (Wage Schedule) of this Agreement, which include the following wage increases;
 - (i) 1 July 2021 - 2.5% from the beginning of the first full pay period commencing on or after this date.
 - (ii) 1 July 2022 – - from the beginning of the first full pay period commencing on or after this date:
 - 3% for Administration and Home Care; and
 - 4% for all other General employees
- (b) The base wage rates in this Agreement will be no less than the base wage rates in the relevant Modern Award (whichever is applicable) as varied from time to time.

21. SUPERANNUATION

- (a) **Superannuation legislation**
 - (i) Superannuation Legislation deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in this Agreement covering the employee applies.
 - (ii) The rights and obligations in this clause supplement those in superannuation legislation.
- (b) **Employer contributions**
 - (i) An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.
 - (ii) The employer must pay to the relevant superannuation fund the amount specified in clause 21(b)(i) above no later than 28 days after the end of each month.
- (c) **Voluntary employee contributions**
 - (i) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 221(b) above.
 - (ii) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month

following the giving of one (1) months' written notice to the employer.

- (iii) The employer must pay to the relevant superannuation fund the amount authorised under clauses 221(c)(i) and (ii) above no later than 28 days after the end of the month in which the authorised deduction was made.

(d) **Superannuation fund**

Unless, to comply with Superannuation Legislation, the employer is required to make the superannuation contributions provided for in clause 221(b) above to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 221(b) above and pay the amount authorised under clauses 221(c)(i) and (ii) to the *Health Employees Superannuation Trust of Australia (HESTA)*. HESTA is a complying fund that provides a *MySuper* product.

22. SALARY PACKAGING

- (a) The rate of pay specified in this Agreement may be packaged in accordance with the employer's salary packaging program and in accordance with the relevant legislation.
- (b) By agreement with the employer, employee's covered by this Agreement who elect in writing to do so, may convert a proportion of their post-tax remuneration, up to the amount allowed in the relevant legislation, to packaged benefits.
- (c) The employer agrees that the terms and conditions of such a package must be subject to the following provisions:
 - (i) Overtime, shift penalties and Annual Leave Loading must be calculated on the base rate of pay which would have applied to the employee in the absence of the employee participating in salary packaging under the terms of this Agreement.
 - (ii) Non salary packaged benefits must be paid for any period in respect of which the employee is paid wages or the equivalent, including but not limited to annual or other leave with pay.
 - (iii) If during the life of a salary packaging agreement between the employer and the employee, the employee becomes entitled to workers compensation payments, the employee will be advised that they may immediately cease (without penalty) the salary packaging agreement until such time as the employee is no longer entitled to such workers compensation payments. Any outstanding benefit still due under this Agreement will be paid as salary less PAYG withholding tax.
 - (iv) In the event that the employee ceases to be employed by the employer this Agreement will cease to apply as at the date of termination and all entitlements due on termination will be paid at the wage rate provided for in this Agreement. Any outstanding benefit still due under this Agreement upon termination will be paid as salary less PAYG withholding tax.

- (v) Superannuation payments required to be paid under the superannuation legislation must be calculated as if no salary packaging agreement was in place.
- (vi) Employees who have entered into a salary packaging agreement must be given the opportunity to review such agreements annually, and to amend or withdraw from such an agreement.
- (d) No employee, as a result of entering into a salary packaging agreement, shall receive less, in wages and benefit, than currently provided for in this Agreement.
- (e) The employer further agrees that in the promotion and implementation of salary packaging to employees it will advise each employee in writing:
 - (i) That there is no compulsion for any employee to participate in salary packaging;
 - (ii) That all employment conditions contained in this Agreement, other than salary packaging as provided for in this Agreement, will continue to apply;
 - (iii) That they should consult with a financial adviser prior to signing any salary sacrifice agreement. To facilitate this, the employee must be provided with a copy of any proposed agreement prior to being required to sign such an agreement;
 - (iv) Of the right of the employee to inspect details of the payments and transactions made under the terms of this Agreement and for this purpose, where such details are maintained electronically, where requested the employee must be provided with a printout of the relevant information;
 - (v) That where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will be carried forward to the next period;
 - (vi) That where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled by either the employer or employee for reasons other than legislative requirements then the employee must give one months' notice and the employer must give three months' notice, except in circumstances in which an employee ceases to be employed by the employer;
 - (vii) That in the event the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and employee's wages will revert to their respective Agreement rate of pay.

23. ALLOWANCES

Increases to allowances and charges are stated as per Schedule C (Allowances).

(a) Foul and nauseous linen

- (i) Carers and Laundry staff will receive a payment of three (3) hours per shift

as an allowance whether or not they handle foul or nauseous linen during the shift.

- (ii) This will be paid as an allowance specified at Schedule C (Allowances).
- (iii) Where there is a notifiable outbreak, OneCare will review the payment due within this outbreak against the three hours paid per shift to ensure that employees are not worse off overall during the period of the relevant financial year.
- (iv) On review of the payments made to an employee, should they be worse off then OneCare will pay the difference in the following fortnight pay run or notify the employee in writing within 14 days of their reasons for a dispute of the payment.
- (v) Any dispute in relation to the Foul and Nauseous Linen Allowance will be managed in line with the Dispute Resolution clause within this Enterprise Agreement.

(b) Higher duties

- (i) An employee, other than an administrative employee, 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 for:
 - a. the time so worked for two hours or less; or
 - b. a full day or shift where the time so worked exceeds two hours.
- (ii) An employee engaged as an administrative employee who, for a period of five consecutive working days or more, performs the duties of an employee with a higher classification, then that employee will be paid the rate applicable to the higher paid classification.

(c) Buddy/mentor allowance

- (i) An employee who acts as a mentor/buddy to students undertaking VET placements as well as new employees shall be paid the allowance as specified in Schedule C (Allowances) of this Agreement, based on the following requirements;
 - a. The training program to train a buddy/mentor must be approved by the employer;
 - b. The Facility Manager or Human Resources will approve employees as buddy/mentors at relevant sites/programs.

(d) Meal allowance and charges

(i) Meal allowance when travelling

An employee who is required to travel away from their usual worksite and is more than sixteen (16) kilometres away from that worksite at their usual

meal time will be paid the meal allowances specified at Schedule C (Allowances) of this Agreement.

(ii) **Meal allowance when working overtime**

An employee, excluding a home care employee, required to work for more than two (2) hours without being notified on the previous day or earlier that they will be required to work overtime, will either be supplied with a meal by the employer or paid the allowance specified at Schedule C (Allowances) of this Agreement.

(iii) **Meal Charges**

- a. The maximum amount that the employer can charge an employee who is provided with a meal by the employer is specified at Schedule C (Allowances) of this Agreement.
- b. In each case where a one, two or three course meal is ordered and charged for no extra charge is to be made for beverages, toast, bread, butter or condiments.

(e) **Licence reimbursement**

An employee directed by the employer to drive vehicles, which require a driving licence (other than a standard class C licence) is to be reimbursed the cost of the driver's annual licence fee upon the production of an invoice or receipt.

(f) **Uniforms**

- (i) Sufficient, suitable and serviceable uniforms are to be provided, free of cost, to all employees who are required by the employer to wear uniforms. Employees will have a choice of uniform items from a nominated supplier to a maximum annual value of \$225.
- (ii) Uniform items remain the property of the employer at all times. Employees must return current uniform items to the employer upon cessation of employment. Subject to the provision of written authorisation from the employer, the cost of unreturned uniforms may be deducted from the employee's final pay as per clause 24(d) (Deduction of moneys).
- (iii) The employee is able to use the laundries on site at each facility.

(g) **Training**

- (i) Employees must attend mandatory training as required by regulatory bodies or the employer.

(h) **Meetings and Training**

- (i) Employees will receive payment of four (4) hours per financial year to attend non-compulsory meetings or training or information sessions.

(i) **Home Care Workers**

(i) **Travel Allowance**

- a. A home care worker who is required to use their own motor vehicle in the course of work will be reimbursed in accordance with Schedule C (Allowances).
- b. The travel allowance is not payable from the Employee's home to the first client and from the last client to the Employee's home on any particular day. However if the distance the employee travels from their home to the first call is greater than the distance the employee would normally travel to their designated workplace, the employee is entitled to claim travel allowance for the additional distance travelled.
- c. An employee who is paid travel allowance for use of their own motor vehicle shall maintain such vehicle to a reasonable standard of cleanliness and road worthiness at all times. The employee shall also ensure that the vehicle is registered and provide proof of registration to OneCare annually or at any other time requested by OneCare.
- d. Employees where their driver's license is suspended or revoked must inform the Employer at the earliest opportunity.

(ii) **Soiled vehicle reimbursement**

- a. The employer recognises that home care workers should not be disadvantaged by having their personal vehicle soiled or made foul as a result of involuntary actions of a client of the employer while transporting that client as part of a care plan activity.
- b. Where as a result of a client's involuntary actions, primarily unintentional bodily functions, the employee's vehicle is soiled or made foul the employee is to file an incident report of the details.
- c. The employee will provide to the employer all receipts showing the costs associated with cleaning the incident soiling.
- d. The employer will reimburse to the employee the receipted costs of cleaning the car to a maximum value of \$250.
- e. The reimbursement is to occur in the pay period immediately following provision of cleaning receipts.
- f. To avoid any doubt, this clause is not intended to cover panel damages, windscreen chips or any other damage beyond interior vehicle cleaning.

(iii) **Travel Time Between Clients**

- a. Time travelled between clients shall be deemed to be travel in the course of the employee's work and shall be paid at the ordinary rate of pay.

- b. If the scheduled break between clients (a scheduled break being the time between leaving a client (e.g. Client 1) and arriving at the next client (eg Client 2)) is more than the time it takes to travel between clients then only the time it would have taken to travel from client 1 and to client 2 is payable.
- c. Where an employee is not working a Broken Shift, travel time between clients is only payable where clients are scheduled in succession.
- d. Should the employee deviate travel between clients for reasons other than work related purposes time travelled shall not be considered to be time worked and shall not be payable.

(iv) **Travel to program base**

A home care worker who is required by the employer to travel to the program base for the purpose of downloading client attendance information (logger) shall be paid the travel allowance and time travelled from the last client of the fortnight round to the program base. It is expected that employees will take all reasonable and practicable steps to minimise the travel required to undertake this task by giving due consideration to their schedule. Travel to program base will not be taken into consideration for the purposes of annual leave and personal leave.

(v) **Mobile phone cost reimbursement**

A home care worker who uses their personal mobile phone for authorised work purposes shall be reimbursed the cost of any such calls or text messages upon the production of acceptable documentation (e.g. phone account).

24. **PAYMENT OF WAGES**

For the purpose of this clause, **wages** means the base rate of pay for ordinary working hours worked to which an employee is entitled and includes any other payment to which an employee is entitled under the provisions of this Agreement including allowances, leave payments, loadings, shift penalties and overtime.

(a) **Time and interval of payment**

- (i) Wages are to be paid fortnightly and not later than the close of business on Thursday ("the ordinary scheduled pay day").
- (ii) When a pay day falls on a public holiday wages shall be paid on the last working day before the public holiday.
- (iii) The pay day shall not be varied, except after consultation with employees.

(b) **Method of payment of wages**

- (i) Payment of wages shall be by direct bank deposit or some other method determined by the employer, provided that employees shall nominate into which bank or financial institution their wage is to be paid.
- (ii) The method of payment shall not be varied, except after consultation with employees.

(c) **Statement of wages**

Within one (1) day of the ordinary scheduled pay day the employer is to provide to each employee full written details of the wage being paid in that pay period.

(d) **Deduction of moneys**

Where authorised by an employee in writing, the employer is to make deductions from the employee's wage in respect of and including medical benefits, union subscriptions, and deductions in respect of employee superannuation contributions and salary packaging.

(e) **Overpayment of wages**

- (i) Where an employee or the employer discovers an overpayment in relation to the payment of wages or entitlements to an employee, the party discovering the error must notify the other party of the error at the earliest opportunity.
- (ii) Once an overpayment has been notified, the employer and the employee will negotiate a reasonable repayment schedule (and having regard to the period in which the overpayment occurred). Should an employee wish, they may bring a representative to any such meeting. The employee will not unreasonably refuse to repay the overpayment amount.
- (iii) If agreement is unable to be reached in accordance with clause 24(e)(ii) above, the dispute resolution process detailed at clause 11 (Dispute Resolution Procedure) of this Agreement shall apply.

(f) **Late payment of wages**

- (i) Except in circumstances beyond the control of the employer, if the employer is unable to pay employee wages in accordance with clause 24(a) (Time and interval of payment) above the employer must notify employees at the earliest opportunity. The employer must pay the wages to employees by the normal method or by cash or cheque within 24 hours of the ordinary scheduled pay day.
- (ii) Where the employer is responsible for a delay in payment of wages beyond the timeframe set out in clause 24(f)(i) above, and that delay results in an employee being charged fees or penalties by their nominated bank or financial institution, the employer will reimburse the employee for any fees or penalties so charged. The onus will be on the employee to provide

evidence of such charges or fees having been incurred as a result of the delay.

(g) Payment of wages on termination

- (i) Where an employee's employment is terminated at the initiative of either the employer or employee all wages owing shall, where practicable, be paid on the next working day after the date of termination.
- (ii) If payment in accordance with clause 24(g)(i) above is not practicable the employer shall arrange for all of the employee's outstanding pay and entitlements to be paid into the employee's nominated bank or other financial institution account within two (2) working days of the date of termination.

PART 4 – HOURS OF WORK AND RELATED MATTERS

25. HOURS OF WORK

- (a) The ordinary hours of work for employees other than home care employees are between the hours of 6.00am and 6.00pm, Monday to Friday('spread of hours').
- (b) The ordinary hours for home care workers are between the hours of 7.00am and 8.00pm, Monday to Friday.
- (c) The ordinary hours of work for employees will be 38 hours per week, or an average of 38 hours per week worked over 152 hours per four week period, subject to the following:
 - (i) Up to 8 hours to be worked on any day or shift; or
 - (ii) Up to 76 hours to be worked in a 14 day pay cycle; or
 - (iii) 152 hours to be worked in a 28 consecutive days spread.
- (d) The maximum daily hours may be altered for an employee up to a maximum of ten (10) ordinary hours per day by mutual agreement between the employer and the individual employee.
- (e) Unless agreed otherwise an employee shall not be required to start a shift unless there has been a break of at least eight (8) hours since the employee's previous shift.

26. SHIFTWORK

- (a) Employees working afternoon or night shift will be paid the following shift allowances in addition to the base rate of pay for such shift.
 - (i) Afternoon shift – 15.0%
 - (ii) Night shift –17.5%
 - (iii) Early shift – 10%

- (b) An employee entitled to a shift allowance under this clause will be paid the shift allowance for the entire shift or single engagement.
- (c) **Saturday work**

Employees, for working ordinary hours, the major portion of which falls on a Saturday, will be paid at the rate of time and one half (150%) of the employees base rate of pay for all hours worked on that day, however, the rates are a substitution for and not cumulative upon any other shift penalty or loading.
- (d) **Sunday work**

Employees, for working ordinary hours, the major portion of which falls on a Sunday, will be paid at the rate of double time (200%) of the employee's base rate of pay for all hours worked on that day, however the rates are a substitution for and not cumulative upon any other shift penalty or loading.
- (e) **Broken Shifts**
 - (i) A broken shift:
 - a. is a rostered shift of no more than a total of 9 working hours;
 - b. does not exceed a maximum span of 12 hours;
 - c. does not include a double shift; and
 - d. allows for a break between each portion of the shift of no less than 1 hour and no more than 4 hours.
 - (ii) Broken shifts may be worked by mutual agreement between the employer and the employee(s) concerned and work performed will be at the relevant Full Rate of Pay for each separate portion of the shift.
 - (iii) In emergency situations a broken shift may be worked by mutual agreement between the employer and employee.
 - (iv) An employee who works a broken shift whereby the total duration exceeds nine (9) hours, shall be paid at the rate of double time (200%) for work undertaken after the nine (9) hour period until the completion of the broken shift.

27. DAYLIGHT SAVING

Upon the changeover of time as a result of daylight saving in or around October and March each year the following shall apply:

- (a) Employees shall be paid for actual time worked irrespective of the length of the shift.
- (b) Employees paid in accordance with clause 27(a) above are not entitled to claim for the 1 hour lost and all time worked shall be paid at applicable penalty rates.

28. BREAKS

(a) Day workers

- (i) Employees are entitled to a meal break of 30 minutes in duration to be taken between the beginning of the fourth hour and the end of the sixth hour of the shift. Provided that agreement may be reached between the employer and the employee(s) for different arrangements to allow for special circumstances.
- (ii) Employees are entitled to a ten (10) minute paid rest break for each shift greater than four (4) hours in duration, to be taken at a time as mutually agreed between the employer and employee to suit operating requirements.
- (iii) Meal breaks for day workers, excluding home care workers, will be unpaid, except where an employee is required to remain on duty or recalled to duty during their meal break, the employee will be paid at overtime rates for all time worked during the employees recognised meal break and thereafter until a meal break is allowed or the employee's shift ends (whichever comes first). While payment will be calculated at overtime rates, the time worked until the meal break is taken will be regarded and count as the employee's ordinary time.

(b) Tea breaks

- (iii) Two separate 10 minute intervals (in addition to meal breaks) will be allowed to each employee on duty during each ordinary shift of 7.6 hours or more.
- (iv) Where less than 7.6 ordinary hours are worked, employees will be allowed one 10 minute interval in each four hour period.
- (v) Subject to mutual agreement, such intervals may alternatively be taken as one 20 minute interval.
- (vi) Tea breaks will count as time worked.

(c) Shift workers

- (i) Shift workers, excluding home care workers, shall receive a meal break of 30 minutes which shall be counted as time worked.
- (ii) Shift workers receiving a paid meal break are required to remain at the workplace and may be called upon to return to work during a meal break. Overtime rates do not apply to any work performed during meal breaks.
- (iii) If an employee on a paid meal break is interrupted during the meal break by a call to duty, the employee will be allowed a meal break as soon as practicable during the remainder of the ordinary working hours.
- (iv) Meal breaks are to be taken at a time determined by the employer, but between the beginning of the fourth hour and the end of the sixth hour of

the shift. Different arrangements may be agreed between the employer and employee to allow for special circumstances.

(d) **Home Care Workers**

- (i) Except where there is an alternative agreement between the employee and employer, an employee is entitled to an unpaid meal break of 30 minutes which can be taken at any time in the course of the engagement/s.
- (ii) Where an employee is required by the employer to have a meal with a client as part of the normal work routine or client program, the employee will be paid for the duration of the meal period at the ordinary rate of pay, and clause 28(d)(i) will not apply.

29. OVERTIME

- (a) The employer may require any employee to work reasonable overtime. No overtime may be worked without prior approval of the employer.

(b) **Payment for overtime**

- (i) All authorised overtime, other than overtime worked on a public holiday, will be paid at the rate of double time (200%); and
- (ii) All authorised overtime on a public holiday, will be paid at the rate of double time and a half (250%).

(c) **All Employees**

- (i) All Day Workers will be paid overtime for all hours worked outside the ordinary hours of work prescribed in clause 25 (Hours of work).
- (ii) A Shift Worker will be paid overtime for all hours worked outside the ordinary hours of work prescribed in clause 25(c) (Hours of work).

(d) **Part-time Employees**

- (i) In addition to clause 29(c), a Part-time Employee will be paid overtime if there is no written agreement to work additional hours in excess of those hours agreed in accordance with clause 13(b)(i)a or (iv) (Part-time employees – additional hours); or
- (ii) Subject to the requirements of clause 13(b) (Part time employees) above, a part-time employee who agrees in writing to work additional hours by agreement with the employer will not attract overtime or a penalty (other than shift penalties, Saturday, Sunday and Public Holiday penalties).

(e) **Casual Employees**

- (i) The calculation of overtime payments for a casual employee will be based upon the employee's base rate of pay.
- (ii) For casual employees, overtime is to be calculated on the casual loaded rate.

- (iii) Overtime does not apply where arrangements for a swap of hours have been made between two or more employees at their own instigation.

(f) **Recall to work overtime**

An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of four (4) hours' work at the applicable overtime rate for each time so recalled. If the work is completed in less than four (4) hours, the employee will be released from duty.

(g) **Rest break during overtime**

- (i) An employee who is recalled to work overtime after leaving the employer's premises and required to work for more than four (4) hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours of overtime; all such time will be counted as time worked.
- (ii) The meals referred to in this clause will be allowed to the employee free of charge. Where the facility is unable to provide such meals, a meal allowance, as prescribed in this Agreement will be paid to the employee concerned.

(h) **Rest period after overtime**

An employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift, 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 rostered ordinary hours occurring during such absence.

(i) **Time off instead of payment for overtime**

By mutual agreement, a full time or a part-time employee may be compensated by way of time off instead of payment of overtime (time for time) on the following basis:

- (i) Time off instead of payment for overtime must be taken at base rates within three months of it being accrued.
- (ii) Where it is not possible for an employee to take the time off, instead of payment for overtime, within the three month period, it is to be paid out at the appropriate overtime base rate on the rates of pay applying at the time payment is made.
- (iii) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 29 applies however has not been taken, 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.

(j) **Remote call**

- (i) An employee who is required to remain on 'remote call' (that is on call for duty and allowed to leave the workplace) will be paid the allowance provided in Schedule C (Allowances) for each hour they are required to be on remote call.
- (ii) Where an employee on remote call is recalled to work at the workplace they will be paid in accordance with clause 29(f) (Recall to Work Overtime) above. This will be in addition to the payment entitlement described in clause 29(j)(i) above.
- (iii) Where practicable an employee will be on remote call for a minimum period of seven consecutive days; otherwise a rotating system averaging at least seven days per employee per cycle will be worked.

30. ROSTERS (excluding Home Care Workers)

- (a) The roster will be documented setting out clearly the names of the employees required to work on that roster, the days, dates and hours during which each employee is required to work.
- (b) The roster will be based on a 28 day cycle and will be displayed at least two weeks prior to the commencing date of the first working period in any roster subject to clause 30(e) below.
- (c) It is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.
- (d) Unless mutually agreed, seven days' notice will be given of a change in a roster. However, a roster may be altered at any time to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness or in an emergency.
- (e) This clause will not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked.
- (f) Employees, other than a casual employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, days off will be consecutive.

31. SCHEDULE OF ENGAGEMENTS (Home Care Workers)

- (a) Except in circumstances beyond the reasonable control of the employer, Home Care Workers will be provided with a schedule of engagements (roster) three days before the Monday on which a 14 day pay cycle commences.
- (b) Changes to schedules of engagement may be communicated to employees by means such as telephone, text message, direct communication, mail, facsimile or email.

32. UNSCHEDULED CANCELLATIONS (Home Care Workers)

(a) Single Client Engagement

Where there is an unscheduled cancellation of a rostered home care service to a single client on a particular day and the employee arrives to deliver services to that single client and an unscheduled cancellation occurs (e.g. client not home) or the employee has been notified of a cancellation on the same day as the service was to be delivered, the employee will be paid:

- (i) for the minimum engagement at a rate of two (2) hours base rate pay for that day of work; and
- (ii) travel allowance to and from the clients home will be paid where the distance travelled is greater than the distance from the employee's home to the designated workplace.

For example:

The distance from the employee's home to the designated workplace is 20km. The employee has been engaged to travel to a single client's residence which is 30km from the employee's home thus the employee is entitled to be paid 20km travel allowance. This is calculated as 60km (total) - 40km (home - designated workplace - home travel) = 20km.

(b) Multiple Client Engagement

Where there is an unscheduled cancellation of a rostered home care service on the day the service was to be delivered to the client and the employee is to provide services to more than one scheduled client, the employee will be paid for the time that they were scheduled to deliver services to that client. The maximum payment shall be two (2) hours at the employee's ordinary rate of pay. Travel allowance will also be paid for all travel from the employee's home to client homes, less the distance between the employee's home and designated workplace (return journey).

For example:

The distance from the employee's home to the designated workplace is 20km. The employee has been engaged to travel to multiple clients' residences which totals 100km including travel to and from home. The employee is entitled to be paid 60km travel allowance. This is calculated as 100km (total) - 40km (home - designated workplace - home travel) = 60km.

PART 5 – LEAVE AND PUBLIC HOLIDAYS

33. ANNUAL LEAVE

This clause applies to employees, other than casual employees.

(a) Entitlement to annual leave

- (i) Subject to clause 33(a)(ii) below, for each year of service with the employer, an employee is entitled to:
 - a. 4 weeks of paid leave; or
 - b. 5 weeks of paid leave if:
 - i. an employee is regularly rostered to work their ordinary hours outside the ordinary hours of work for a day worker as defined in clause 8; and/or
 - ii. an employee works for more than four (4) ordinary hours on 10 or more weekends.
 - c. For the purposes of this clause, a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.
- (ii) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- (iii) An employee is entitled to payment of any accrued annual leave entitlement and accrued annual leave loading in accordance with clause 33(e) (Annual leave loading) on termination of employment, calculated at the employee's base rate of pay.

(b) Taking paid annual leave

- (i) An employee is entitled to take annual leave during a particular period if:
 - a. at least that amount of annual leave is credited to the employee;
 - b. prior to the employee being absent from work, the employee has completed a written leave request and the employee's manager has approved that request; and
 - c. The employee has provided a reasonable period of notice of intention to take annual leave.
- (ii) There is no maximum or minimum limit on the amount of annual leave that a manager may authorise an employee to take.
- (iii) Any authorisation given by a manager permitting an employee to take annual leave during a particular period is subject to the operational requirements of the workplace in respect of which the employee is employed.

(c) **Employee not taken to be on annual leave at certain times**

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.

(d) **Payment for annual leave**

- (i) If, in accordance with this clause, an employee takes a period of paid annual 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.
- (ii) An employee may request a lump sum payment for a period of approved annual leave. If approved by the employer, the lump sum payment will be paid on the first pay day after commencement of the leave.

(e) **Annual Leave Loading**

- (i) In addition to their base rate of pay, an employee other than a shift worker will be paid an annual leave loading of 17.5% of their base rate of pay when on annual leave.
- (ii) Shift workers, in addition to their base rate of pay when on annual leave, will be paid the higher of:
 - a. Annual leave loading of 17.5% of their base rate of pay; or
 - b. The weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

(f) **Cashing Out of Annual Leave**

Annual leave credited to an employee may be cashed out, subject to the following conditions:

- (i) 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;
- (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and employee;
- (iii) the employer has agreed to the employee cashing out the annual leave;
- (iv) leave shall not be cashed out in advance of it being accrued;
- (v) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone;
- (vi) payment for cashed out annual leave will be in accordance with clause 33(d)(i) and 33(e). and will be paid at the time of cashing leave; and

- (vii) The employer, when considering a request by an employee for a payment in lieu of annual leave, the employer will not approve a request where the employee has not taken at least 20 working days of leave (which may be made up of annual leave, long service leave or a combination thereof) in the 12 month period immediately preceding the request. The employer may waive this requirement if the employee can demonstrate that there is a pressing domestic or financial necessity underpinning the request.

(g) Employer Instigated Cancellation of Leave

(i) Reimbursement of holiday arrangements

- a. If, as a consequence of an employer instigated cancellation of approved annual leave (whether agreed or otherwise by the employee, and irrespective of when the cancellation notification is given) an employee incurs a monetary loss directly associated with pre-established annual leave holiday arrangements, and the loss is deemed to be unrecoverable, that employee is entitled to recover the costs from the employer.
- b. Any claims in accordance with clause 33(g)(i) above must be verified by the production of receipts or other form of documentation indicating the prior expenditure incurred associated with pre-holiday arrangements. This information is to be accompanied by written notification, from the person or organisation to which the payment was made, stating the amount which is not recoverable.
- c. The employer will only be liable to pay that portion of the payment which is unrecoverable and which is not subject to an insurance claim or payment.

(ii) Travel and associated costs

- a. An employee who, during a period of annual leave, responds to an employer instigated request to return to work during a period of annual leave is entitled to redeem from the employer any travel and other associated costs incurred in returning to work and the subsequent return to annual leave. The costs are those in excess of costs normally incurred by the employee in travelling daily to and from work.
- b. The reimbursement of costs associated with the returning to annual leave would only apply when the period of leave was deemed to be continuous other than for the interruption to return to work.
- c. Claims for reimbursement of travel and other associated costs must be accompanied by receipts and any other form of documentation which would be appropriate to support the claim.

(iii) **Re-crediting of leave accrual**

- a. An employee, on returning to work in response to an employer instigated request, is to be re-credited with one day's annual leave for each day or part day the employee is at work. The employee will be entitled to use the additional re-credited day or days in addition to the unused portion of approved annual leave (which the employee would have taken except for the interruption by returning to work) immediately upon the finishing of the period for which the employee was recalled to work.
- b. An employee may elect to take the balance of unused leave and re-credited days at a later date.

34. PERSONAL/CARER'S LEAVE

(a) **Paid Personal/Carer's Leave**

This clause applies to full-time and part-time employees but does not apply to Casual employees (except for clause 33(d) regarding unpaid carer's leave).

(b) **Entitlement to paid personal/carers leave**

- (i) Subject to clause 34(b)(ii) below, for each year of service with the employer the employee is entitled to 20 days of paid personal/carers leave.
- (ii) 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 accrues from year to year in accordance with the NES.
- (iii) If an employee is suffering from gastroenteritis or a communicable / contagious illness which includes influenza and is instructed by the manager to not attend work for a specified period, the employee is not required to obtain a medical certificate for that period and such leave shall not count towards the certificate free days mentioned in this agreement.
- (iv) In the event of an outbreak of gastroenteritis at one of the Employer's facilities, an employee, who contracts gastroenteritis and takes personal leave due to that illness, is entitled to a maximum of 2 days paid personal leave, per outbreak, in accordance with the provisions of this clause with no reduction in their accrued personal days, under the following conditions:
 - a. The facility is in declared 'lock down' as per the requirements of the relevant state body;
 - b. The Employee must have worked at the facility during the declared gastroenteritis outbreak.

(c) **Taking paid personal/carers leave**

An employee may take paid personal/carers leave if the leave is taken:

- (i) when the employee is unfit 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 injury, affecting the member; or
 - b. an unexpected emergency affecting the member.

(iii) **Employee taken not to be on paid personal/carer's leave on public holiday**

If the period during which an employee takes paid personal/carer's 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 personal/carer's leave on that public holiday.

(iv) **Payment for paid personal/carer's leave**

If, in accordance with this clause, an employee takes a period of paid personal/carer's 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.

(v) **Employee directed to remain off work**

If the employee is directed by the employer to remain at home after a specific illness, no loss of remuneration or leave will occur against the employee if the employee has received a clearance to return to work from their GP.

(d) **Unpaid Carer's Leave**

(i) **Entitlement to unpaid carer's leave**

An employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- a. a personal illness, or personal injury, affecting the member; or
- b. an unexpected emergency affecting the member.

(ii) **Taking unpaid carer's leave**

- a. Subject to clause 34(d)(ii)(b) below, an employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as mentioned in clause 34(d)(i) above.
- b. An employee may take unpaid carer's leave for a particular permissible occasion as:

- i. a single continuous period of up to 2 days; or
- ii. any separate periods to which the employer and employee agree.
- c. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.
- d. The notice and evidence requirements of clause 34(e) below must be complied with.

(e) Notice and Evidence Requirements

(i) Notice

- a. An employee must give to the employer notice of the taking of leave under this clause by the employee.
- b. The notice:
 - i. must be given to the employer as soon as reasonably practicable (which may be a time after the leave has started); and
 - ii. must advise the employer of the period, or expected period, of the leave.

(ii) Evidence

An employee who has given the employer notice of the taking of personal / carer's leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that:

- a. if it is paid personal/carer's leave – the leave is taken for a reason specified in clause 34(c); or
- b. if it is unpaid carer's leave – the leave is taken for a permissible occasion in circumstances specified in clause 34(d)(i).
- c. An employee may claim up to 5 days of personal / carer's leave per financial year without a medical certificate / statutory declaration, with a maximum of 2 consecutive medical certificate / statutory declaration free days at any one time.
- d. Subject to clause 34(e)(ii)(c) all other claims for personal leave must be supported by the following:
 - i. For all personal / carer's leave absences of 2 days or less, a statutory declaration; and
 - ii. For all personal / carer's leave absences of 3 days or more, a registered medical practitioner.
- e. Notwithstanding clause 34(e)(ii)(c) above, any personal or carer's leave absence on the working day immediately before or immediately after a

public holiday shall require a medical certificate or a statutory declaration. An employee who is absent on personal or carer's leave without approval or a medical certificate or a statutory declaration on a working day immediately before or immediately after a public holiday may not be paid for that absence.

(iii) **Payment of accrued Personal / Carer's Leave on Termination**

An employee cannot claim payment for accrued personal / carer's leave on termination of employment.

35. EXCEPTIONAL LEAVE

- (a) We understand that life can suddenly change and we are keen to support employees through challenging events. Exceptional Leave provides support for events not currently covered by traditional leave. This leave will encompass issues such as miscarriage, still birth, violence/assault, pandemic, personal emergency or an illness which may not be covered within Personal/Carer Leave.
- (b) Exceptional leave can be taken in addition to other relevant leave entitlements.
- (c) This leave will be two (2) days per annum paid leave with evidence (available from 1 January 2021 over a 12 month period). In regard to this leave, further access may be up to 5 days using additional days from personal/carers leave on the basis that the leave must be applied for via the CEO or their authorised delegate.
- (d) Evidence must be provided which may include a statutory declaration or the Employee and the CEO can agree to not require evidence or require evidence in another form.

36. FAMILY VIOLENCE LEAVE

(a) **Leave**

- (i) An employee experiencing domestic/family violence will have access to personal/carers leave or unpaid leave in the case of casuals for medical appointments, legal proceedings and other activities relating to domestic/family violence. This leave may be taken as consecutive or single days or as a partial day and can be taken without prior approval, subject to notifying the relevant contact person.
- (ii) An employee who supports a person experiencing domestic/family violence may take carers leave to accompany them to court, hospital or to mind children.
- (iii) Paid leave for employees experiencing domestic/family violence is available in addition to current leave entitlements, but employees must use any existing personal/carers leave first. The duration of additional paid leave will be determined on a case by case basis.
- (iv) In addition to the Exceptional Leave an employee may also access three (3) paid days as Domestic Violence Leave.

(b) **General Measures**

- (i) Proof of family violence will be required and can be in the form of an agreed document issued by the police service, a court, a doctor, a family violence support service or a lawyer.
- (ii) OneCare has a domestic/family violence policy to supplement this clause which details the appropriate action to be taken in the event that an employee reports domestic/family violence.

37. COMPASSIONATE AND BEREAVEMENT LEAVE

(a) **Compassionate Leave:**

- (i) Employees, other than a casual employee, will be entitled to five (5) days paid compassionate leave when an immediate family member or member of an 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. (In the case of death, there is an additional day of paid leave under the bereavement leave sub clause below).
- (ii) Compassionate leave may be taken in five (5) consecutive days, five (5) single days or any separate periods if the employer and employee agree.
- (iii) Additional leave may be granted at the discretion of the employer.

(b) **Bereavement Leave**

- (i) Employees, other than a casual employee, on the death of an immediate family member or member of the employee's household shall be entitled to leave without deduction of pay not exceeding the number of ordinary hours worked by the employee in three (3) ordinary days, provided that no payment shall be made in respect to that employee's rostered days off. Subject to clause 37(a)(iii), this leave is in lieu of compassionate leave and not additional to the five (5) days of compassionate leave.
- (ii) Proof of such death, in the form of a death notice or other written evidence, shall be furnished by the employee to the satisfaction of the employer when requested, provided furthermore that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

(c) **Other Compassionate/Bereavement Leave**

An employee may take unpaid bereavement or compassionate leave by agreement with the employer. This additional leave may also include paid personal

leave or annual leave or other arrangement as agreed on a case by case basis between the employee and employer.

(d) **Payment for Compassionate/Bereavement Leave**

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 and bereavement leave is unpaid leave.

38. PARENTAL LEAVE

(a) **Paid parental leave**

(i) In order to be eligible to apply for paid parental leave an employee must:

- a. have been employed for 12 months continuous service prior to the expected date of confinement; and
- b. not be a casual employee.

(ii) An eligible employee is entitled to 14 weeks paid leave if they are the primary care giver.

(iii) An eligible employee is entitled to one (1) week of paid leave at the time of birth and two (2) weeks of unpaid leave if they are the secondary care giver.

(iv) Paid parental leave is granted to an employee on the following conditions:

- a. leave must be taken in a single unbroken period;
- b. unless additional leave is sought and granted, a combination of paid and unpaid leave must not exceed 52 weeks;
- c. it is to be paid at an employee's base rate of pay (ie. no shift or public holiday penalties or allowances);
- d. it is not to be extended by public holidays or any other leave falling within the period of leave.
- e. paid parental leave may be paid on a normal fortnightly basis at the rate of half pay over a period of 28 weeks on a regular fortnightly basis;
; or
- f. annual and/or long service leave credits can be combined with periods of maternity leave on full or half pay to enable an employee to remain on paid leave for that period.

(v) Part-time employees are entitled to the same provisions as full-time employees on a pro rata basis. Payment will be at the base rate of pay based on the employee's projected roster at the time of taking leave.

- (vi) During periods of paid or unpaid leave, personal (sick) leave with pay is not to be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by personal leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness had arisen from the pregnancy.

(b) **Unpaid Parental Leave**

Parental Leave will be in accordance with the provisions of the NES.

39. PUBLIC HOLIDAYS

- (a) All employees (other than casuals) are entitled to the following public holidays:

Christmas Day, Boxing Day, New Year's Day, Australia Day, Hobart Regatta Day (south of Oatlands), Eight Hours' Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day, Recreation Day in those areas where Hobart Regatta Day is not observed, or other day that are observed in the region in lieu of or additional to any of the holidays mentioned above.

- (b) Payment for the public holidays identified in clause 39(a) above which are taken and not worked, will be paid at the base rate of pay which would have applied to the employees concerned plus penalty loadings, had they been at work.

- (c) Where an employee works on a public holiday, either for part or the whole of the day the employee will be paid at a rate of double time and a half (250%) for time worked. 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

(d) **Shift workers**

- (i) A shift worker will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.
- (ii) A shift worker who is rostered off on a public holiday they would ordinarily work will be paid their ordinary rate of pay for that day.

(e) **Casual employees**

- (i) A casual employee will be paid only for those public holidays they work at the rate of double time and a half (250%) for hours worked.
- (ii) Payments under this subclause are instead of and replace any casual loading otherwise payable under this Agreement.

(f) **Home Care Worker**

- (i) The delivery of non-essential client services (e.g. cleaning) will not be scheduled on any public holiday provided that where an employee is left with two (2) or less hours of essential services on a public holiday, the employee may opt to not work on that day and have these hours

reallocated to another employee on that day, by the provision of not less than one weeks' notice to the employer.

- (ii) Payments under this subclause are instead of and replace any casual loading otherwise payable under this agreement.
- (g) An employee required to work on any of the public holidays listed in clause 39(a) above, where the holiday applies at their normal place of work, but because their duties require the employee to work at a place where the holiday does not apply, will have the time in lieu of the holiday added to their annual leave entitlement.
- (h) Where work commences between 11.00pm and midnight on a holiday with pay the time worked before midnight will not entitle the employee to the payment detailed in clause 39(c) above.
- (i) Time worked by an employee before midnight on a day preceding a holiday with pay, and extending into the holiday with pay, the time worked before midnight will be regarded as time worked on a holiday.

40. LONG SERVICE LEAVE

Long Service Leave entitlements shall be in accordance with the *Long Service Leave Act 1976* (Tas).

41. COMMUNITY SERVICE LEAVE

- (a) An employee will be entitled to Community Service Leave in accordance with the NES which provides for:
 - (i) paid leave of up to ten (10) days per summons for Jury Service (less any jury service pay received by the employee); and
 - (ii) unpaid leave to carry out voluntary emergency management activities.
- (b) Community Service Leave will be in accordance with the provisions contained in the NES (Community Service Leave). Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (c) Community Service Leave includes jury service, a voluntary emergency service activity (in accordance with s.109 of the Fair Work Act 2009 (Cth)) or an activity prescribed by the Fair Work Regulations 2009 (Cth).
- (d) With the exception of clauses 41(e) below all Community Service Leave is unpaid leave.
- (e) **Jury Service**
 - (i) Eligible employees are entitled to receive their applicable base rate of pay for attending Jury Service (limited to 10 days maximum under the NES).
 - (ii) The employee shall notify the employer as soon as practical of the date on which they are required to attend for Jury Service. The employee will also provide the employer with documentary evidence of attendance, and the

duration of such attendance and the amount received in respect of such Jury Service.

- (iii) Upon notification to attend for Jury Service, the employee is required to submit a Leave Application Form.

(f) **Voluntary Emergency Activity**

To be eligible for this form of leave, an employee must be a member of a recognised emergency management body and is engaged in an activity that involves dealing with an emergency or natural disaster. This form of leave is generally unpaid and is subject to the provisions of the NES.

42. CEREMONIAL LEAVE

- (a) An employee who is an Aboriginal or Torres Strait Islander, or is a member of another culture or religion will be entitled to leave without pay of up to ten working days in any one calendar year:
 - (i) for the purpose of observation of religious occasions; or
 - (ii) where there is a cultural day of significance to the employee.
- (b) A statutory declaration or other satisfactory evidence must be submitted to the relevant manager.
- (c) An employee taking leave for cultural or religious purposes as defined may opt to take annual leave instead of leave without pay.
- (d) Under normal circumstances the employee must provide at least two (2) weeks' notice in writing (usually by furnishing an 'Application for Leave' form) of the employee's intention to take leave pursuant to this clause.
- (e) An employee may elect to use annual leave in lieu of any unpaid leave granted in accordance with this provision.

PART 6 – OTHER PROVISIONS

43. CONSULTATION CLAUSE

- (a) **Consultation regarding major change**
 - (i) This clause applies if:
 - a. OneCare has made a preliminary decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise; and
 - b. The change is likely to have a significant effect on Employees.
 - (ii) OneCare must notify the relevant Employees and relevant Unions of the preliminary decision to introduce the major change.
 - (iii) The relevant Employees may appoint a Union or other representative for the purposes of the procedures in this clause 43(a).

- (iv) If a relevant Employee or Employees appoint a Union or other representative for the purposes of consultation and advise OneCare of the identity of the representative, OneCare must recognise the representative.
- (v) As soon as practicable after making its preliminary decision, OneCare must discuss with the relevant Employees (and their appointed representatives):
 - a. the introduction of the change;
 - b. the effect the change is likely to have on the Employees; and
 - c. measures OneCare will take to avert or mitigate the adverse effect of the change on the Employees; and
- (vi) for the purposes of the discussion — provide, in writing, to the relevant Employees and their appointed representatives:
 - a. all relevant information about the change including the nature of the change proposed;
 - b. information about the expected effects of the change on the Employees; and
 - c. any other matters likely to affect the Employees.
- (vii) However, OneCare is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representatives.
- (viii) Employees will be provided with a reasonable opportunity to consider and respond to the proposed major change.
- (ix) OneCare must give prompt and genuine consideration to matters raised about the proposed major change by the relevant Employees.
- (x) Having satisfied the requirements of clauses 43(a) (i) to (ix) above OneCare will notify affected Employees of its definite decision.
- (xi) In this clause, a major change is likely to have a significant effect on Employees if it results in:
 - a. the termination or redundancy of Employees;
 - b. major change to the composition, operation or size of OneCare's workforce or to the skills required of Employees;
 - c. the elimination, reduction in classification or reduction of job opportunities (including opportunities for promotion or tenure);
 - d. the alteration of hours of work;
 - e. the need to retrain Employees;
 - f. the need to relocate Employees to another workplace;
 - g. the introduction of drug and alcohol policies or security camera use; or
 - h. the restructuring of jobs.
- (xii) In this clause, relevant Employees means any Employees who may be affected by the proposed major change.

(b) Consultation about changes to rosters or hours of work

- (i) Where the employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change. The employer must:
 - a. Provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - b. Invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - c. Give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (ii) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (iii) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

44. RIGHT TO REQUEST A FLEXIBLE WORK ARRANGEMENT

- (a) An employee may request, in writing, a flexible work arrangement in accordance with the requirements of the NES (Act, sections 65 and 66).
- (b) The following employees may request a flexible work arrangement:
 - (i) An employee who is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (ii) An employee who is a carer (within the meaning of the Carer Recognition Act 2010);
 - (iii) An employee who has a disability;
 - (iv) An employee who is 55 or older;
 - (v) An employee who is experiencing violence from a member of the employee's family;
 - (vi) An employee who provides 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 the member is experiencing violence from the member's family.
- (c) The employer may accept or refuse (on reasonable business grounds) the employee's request for a flexible work arrangement in writing and accordance with the requirements of the Act.

45. FLEXIBILITY CLAUSE

- (a) Notwithstanding any other provision of this Agreement, the employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application are those concerning:
 - (i) arrangements for when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) leave loading.
- (b) The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- (c) The agreement between the employer and the individual employee must be confined to a variation in the application of one or more of the terms listed in clause 45(a).
- (d) The employer must ensure that the terms of the individual flexibility arrangement:
 - (i) is about matters that would be permitted matters if the individual flexibility arrangement was an enterprise agreement and must not include a term that would be an unlawful term if the individual flexibility arrangement were an enterprise agreement; and
 - (ii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (e) The agreement between the employer and the individual employee must also:
 - (i) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (ii) state each term of this Agreement that the employer and the individual employee have agreed to vary;
 - (iii) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (iv) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (v) state the date the agreement commences to operate.
- (f) The employer must:
 - (i) give the individual employee a copy of the agreement within 14 days; and

- (ii) keep the agreement as a time and wages record.
- (g) Except as provided in clause 45(e)(i) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- (h) An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- (i) The agreement may be terminated:
 - (i) by the employer or the individual employee giving four (4) weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (ii) at any time, by written agreement between the employer and the individual employee.
- (i) The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the employer and an individual employee contained in any other term of this Agreement.

46. INFLUENZA VACCINATIONS

The employer will provide influenza vaccinations at no cost to employees annually.

47. PANDEMIC LEAVE

X.1 During the operation of Schedule X, the following provisions apply:

X.2.1 Unpaid pandemic leave

(a) Subject to clauses X.2.1(b),(c) and (d),any employee is entitled to take up to 2 weeks' unpaid leave if the employee is required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic.

(b) The employee must give their employer notice of the taking of leave under clause X.2.1(a) and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).

(c) An employee who has given their employer notice of taking leave under clause X.2.1(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause X.2.1(a).

(d) A period of leave under clause X.2.1(a) must start before 30 June 2022 but may end after that date.

(e) Leave taken under clause X.2.1(a) does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this award and the NES.

NOTE: The employer and employee may agree that the employee may take more than 2 weeks' unpaid pandemic leave.

X.2.2 Annual leave at half pay

(a) Instead of an employee taking paid annual leave on full pay, the employee and their employer may agree to the employee taking twice as much leave on half pay.

(b) Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an employee record.

(c) A period of leave under clause X.2.2(a) must start before 31 December 2021 but may end after that date.

EXAMPLE: Instead of an employee taking one week's annual leave on full pay, the employee and their employer may agree to the employee taking 2 weeks' annual leave on half pay. In this example:

- the employee's pay for the 2 weeks' leave is the same as the pay the employee would have been entitled to for one week's leave on full pay (where one week's full pay includes leave loading under the Annual Leave clause of this award); and
- one week of leave is deducted from the employee's annual leave accrual.

NOTE 1: A employee covered by this award who is entitled to the benefit of clause X.2.1 or X.2.2 has a workplace right under section 341(1)(a) of the Act.

NOTE 2: Under section 340(1) of the Act, an employer must not take adverse action against an employee because the employee has a workplace right, has or has not exercised a workplace right, or proposes or does not propose to exercise a workplace right, or to prevent the employee exercising a workplace right. Under section 342(1) of the Act, an employer takes adverse action against an employee if the employer dismisses the employee, injures the employee in his or her employment, alters the position of the employee to the employee's prejudice, or discriminates between the employee and other employees of the employer.

NOTE 3: Under section 343(1) of the Act, a person must not organise or take, or threaten to organise or take, action against another person with intent to coerce the person to exercise or not exercise, or propose to exercise or not exercise, a workplace right, or to exercise or propose to exercise a workplace right in a particular way.

48. UNION DELEGATES

- (a) Union delegates or elected workplace representatives, with approval of the employer and upon application in writing, shall be granted up to a combined total of three (3) days paid leave each calendar year, non-cumulative, to:
- (i) Represent members in bargaining;
 - (ii) Represent the interests of members to the employer and at times industrial tribunals;

- (iii) Consult with union members and other employees for whom the delegate is a bargaining representative;
 - (iv) Attend union education;
 - (v) Attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace;
 - (vi) Attend union annual delegates' conference.
- (b) It is recognised that union training leave is unpaid however, the employee may elect to utilise other forms of leave in accordance with such leave provisions i.e. annual leave.
 - (c) Any request for leave to attend union training, the employee must submit their request in writing with one months' notice prior to the commencement of the Union training to the employer. Approval of the leave request shall be on the basis that the employer agrees to release the delegate from their normal roster if the delegate was rostered to work during the time of leave.
 - (d) The granting of any leave pursuant to this clause shall be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The employer shall not use this subclause to avoid an obligation under this clause.
 - (e) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
 - (f) All expenses (such as, travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
 - (g) An employee may be required to satisfy the employer of attendance at the course to qualify for leave.
 - (h) An employee granted leave pursuant to this clause shall, upon request, inform the employer of the nature of the course attended and their observations on it.
 - (i) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute resolution procedures of this Agreement.

49. NOTICE BOARD

The employer is to permit a notice board to be erected in the workplace(s) for the use of employees and their workplace representatives.

SIGNATORIES

Executed as an Agreement

Signatures

SIGNED for and on behalf of	
ONECARE LTD	Signed:
	Date:
Signatory name, address and authority to sign:	
Name & Address:	Authority to sign on behalf of Employer:
.....
.....	

SIGNED for and on behalf of the	
THE HEALTH SERVICES UNION, TASMANIA BRANCH	Signed:
	Date:
Signatory name, address and authority to sign:	
Name & Address:	Authority to sign on behalf of employees:
.....
.....

SIGNED for and on behalf of the

THE AUSTRALIAN NURSING AND MIDWIFERY
FEDERATION (TASMANIAN BRANCH)

Signed:

Date:

Signatory name, address and authority to
sign:

Name & Address:

Authority to sign on behalf of
employees:

.....

.....

.....

.....

Aged Care Employees

Aged care employee—level 2 (Commencement Level)

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses sound communication skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative positions at this level are:

General and administrative services	Food services
General clerk/Typist (between 3 months' and less than 1 years' service)	Food services assistant
Laundry hand	
Cleaner	
Gardener (non-trade)	
Maintenance/Handyperson (unqualified)	
Driver (less than 3 ton)	

Aged care employee—level 3

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures (non admin/clerical);
- is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);
- works under limited supervision, either individually or in a team (non admin/clerical);
- possesses sound communication and/or arithmetic skills (non admin/clerical);
- may require basic computer knowledge or be required to use a computer on a regular basis;
- requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical); and
- In the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative positions at this level are:

General and administrative services	Food services	Personal care
General clerk/Typist (second and subsequent years of service)	Cook	Personal care worker (unqualified)
Receptionist		Leisure & Lifestyle Officer (unqualified)
Pay clerk		
Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate		

Aged care employee—level 4

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses good communication, interpersonal and/or arithmetic skills; and
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.
- In the case of a Personal care worker and Leisure & Lifestyle Assistant, is required to hold a relevant Certificate III qualification.

Indicative positions at this level are:

General and administrative services	Food services	Personal care
Senior clerk	Senior cook (trade)	Personal care worker (qualified)
Senior receptionist		Leisure & Lifestyle Officer (qualified)

Maintenance/Handyperson (qualified)		
Driver (3 ton and over)		
Gardener (trade or TAFE Certificate III or above)		

Aged care employee—level 5

An employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may assist with supervision of others;
- requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical);
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative positions at this level are:

General and administrative services	Food services	Personal care
Secretary interpreter (unqualified)	Chef	Senior Personal care worker (Personal Care Worker Grade 4)

Aged care employee—level 6

An employee at this level:

- is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- works either individually or in a team;
- undertakes basic supervision tasks without formal supervision / management qualifications (or may be undertaking a formal supervision / management qualification).

- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative positions at this level are:

General and administrative services	Food services	Personal Care
Maintenance tradesperson (advanced)	Senior chef	
Gardener (advanced)		

Aged care employee—level 7

An employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- may supervise the work of others, including work allocation, rostering and guidance;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses developed administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at post trade or Advanced Certificate and/or Diploma level and/or relevant skills training or experience. Employees who perform supervision or management duties require a formal supervision / management qualification.

Indicative positions at this level are:

General and administrative services	Food services	Personal Care
Clerical supervisor	Chef /Food services Manager	

Home Care Employees

Home Care Employee – Level 1

A position in this level has the following characteristics:

- An employee at this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and support and is responsible for the quality of their work;
- Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a range of work. An employee may resolve minor problems that relate to immediate work tasks;
- Requires basic oral communication skills and where appropriate written skills, with clients, members of the public and other employees;
- An employee at this level will have commenced on-the-job training which may include an induction course.

Indicative but not exclusive tasks include:

The undertaking of semi-skilled work, including;

Cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, minor maintenance jobs, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, banking and account payment, organising appointments, assistance with care of pets, and care of indoor and outdoor pot plants.

Home Care Employee – Level 2

A position in this level has the following characteristics:

- An employee at this level performs broad tasks involving the utilisation of a range of developed skills in the provision of personal care, domestic assistance and support;
- Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures;
- May assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed;
- The nature of the work is clearly defined with established procedures well understood or clearly documented. Employees in this level are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices;
- Requires oral communication skills and where appropriate written skills, with clients, members of the public and other employees;
- The employee does not hold a relevant certificate.

Indicative but not exclusive tasks include:

The provision of both personal care and domestic assistance, follow clients care plan, observation of client needs, assistance with basic hygiene, laying out clothes and assisting in dressing, make beds, tidy rooms, preparation and cooking of meals and assistance with meals, dry cleaning, perform gardening duties, undertake basic repairs, clean, fitting and removal of aids and appliances, monitoring medications, assistance with communication, accompanying clients on outings and maintaining relevant documentation.

Home Care Employee – Level 3

A position in this level has the following characteristics:

- An employee at this level performs broad tasks involving the utilisation of a range of developed skills in the provision of personal care, domestic assistance and support;
- Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures;
- May assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed;
- The nature of the work is clearly defined with established procedures well understood or clearly documented. Employees in this level are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices;
- Requires oral communication skills and where appropriate written skills, with clients, members of the public and other employees;
- Holds a minimum qualification of Certificate III in Home and Community Care or equivalent.

Indicative but not exclusive tasks include:

The provision of personal care and domestic assistance, follow clients care plan, observation of client needs, supervising daily hygiene, laying out clothes and assisting in dressing, make beds, tidy rooms, preparation and cooking of meals and assistance with meals, dry cleaning, perform gardening duties, undertake basic repairs, clean, fitting and removal of aids and appliances, monitoring medications, assistance with communication, accompanying clients on outings, assistance with the orientation of new staff and maintain relevant documentation.

Home Care Worker – Level 4

A position in this level has the following characteristics:

- An employee at this level is expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures;
- Positions in this level may provide direction, leadership, administration and rostering of direct care employees;
- Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit;
- Positions in this level require the ability to gain co-operation and assistance from members of the public and other employees in the performance of well-defined activities. Employees in this level may also be expected to write reports in their field of expertise;
- An employee in this level will have satisfactorily completed the requirements of level 3 or equivalent as well as have relevant experience.

Indicative but not exclusive tasks include:

The manipulation of data e.g. modify fields of information and create spreadsheets; create new forms of files or records using a computer based records system; access and extract information from external sources e.g. local authorities; roster staff and direct work programs; oversee the work and training of lower level employees; provide guidance and counselling; assist in the development of budgets; order consumables and routine stock items used in domestic support areas; develop client care plans and oversee the provision of domestic services..

Home Care Employee – Level 5

A position in this level has the following characteristics:

- A position in this level includes care co-ordinator;
- Positions in this level may co-ordinate resources and/or give support to more senior employees or be engaged in duties of a specialist nature;
- In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans;
- Whatever the nature of the position, employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed;
- (Employees with co-ordination responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all work health and safety policies and procedures.
- In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives. However, problems in this level are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required. Guidance and counsel may be available within the time available to make a choice.
- Co-ordinators in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Co-ordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.
- The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees' training and development.
- Positions in this level require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees or groups of employees. Employees in this level are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.
- The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate or associate diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this level.

Indicative but not exclusive tasks include:

The manipulation of data e.g. modify fields of information and create spreadsheets; create new forms of files or records using a computer based records system; access and extract information from external sources e.g. local authorities; roster staff and direct work programs; oversee the work and training of lower level employees; provide guidance and counselling; assist in the development of budgets; order consumables and routine stock items used in domestic support areas; develop client care plans and oversee the provision of domestic services..

Schedule B – Wages Schedule

Wage rates will be as paid as per Schedule B – Wages Schedule, however where the relevant Award rate does increase to a rate above the stated wages in Schedule B, then the higher ordinary wage rate will be paid.

Level	Classification	1/07/2021	1/07/2022
Aged Care Employee Level 2	Admin Employee	\$ 23.1430	\$ 23.8373
Aged Care Employee Level 3	Admin Employee	\$ 24.7720	\$ 25.5152
Aged Care Employee Level 4	Admin Employee	\$ 25.1877	\$ 25.9433
Aged Care Employee Level 5	Admin Employee	\$ 26.0532	\$ 26.8348
Aged Care Employee Level 6	Admin Employee	\$ 26.7215	\$ 27.5231
Aged Care Employee Level 7	Admin Employee	\$ 28.1156	\$ 28.9591
Aged Care Employee Level 3	Extended Care Assistant	\$ 23.9462	\$ 24.9040
Aged Care Employee Level 4	Extended Care Assistant	\$ 24.2253	\$ 25.1943
Aged Care Employee Level 4	Leisure & Lifestyle Assistant	\$ 24.3451	\$ 25.3189
Aged Care Employee Level 5	Extended Care Assistant	\$ 25.0433	\$ 26.0450
Aged Care Employee Level 6	Extended Care Assistant	\$ 26.3940	\$ 27.4498
Aged Care Employee Level 7	Extended Care Assistant	\$ 26.8680	\$ 27.9427
Aged Care Employee Level 1	Service Employee	\$ 22.2430	\$ 23.1327
Aged Care Employee Level 2	Service Employee	\$ 23.0372	\$ 23.9587
Aged Care Employee Level 3	Service Employee	\$ 24.1240	\$ 25.0890
Aged Care Employee Level 4	Service Employee	\$ 24.4651	\$ 25.4437
Aged Care Employee Level 5	Service Employee	\$ 25.4698	\$ 26.4886
Aged Care Employee Level 6	Service Employee	\$ 26.6553	\$ 27.7215
Aged Care Employee Level 7	Service Employee	\$ 27.6209	\$ 28.7257
Home Care Employee Level 1	Home Care Employee	\$ 25.0989	\$ 25.8519
Home Care Employee Level 2	Home Care Employee	\$ 25.8618	\$ 26.6377
Home Care Employee Level 3	Home Care Employee	\$ 26.5545	\$ 27.3511
Home Care Employee Level 4	Home Care Employee	\$ 27.6241	\$ 28.4528
Home Care Employee Level 5	Home Care Employee	\$ 30.1859	\$ 31.0915

Schedule C – Allowances

Allowance	As at 1/07/2021	As at 1/07/2022
Buddy/Mentoring Allowance per hour	\$ 1.22	\$ 1.25
Foul & Nauseous Linen	\$ 0.49	\$ 0.50
Remote Call per hour	\$ 1.08	\$ 1.10
Remote Call minimum payment per day Monday to Friday	\$ 19.68	\$ 20.17
Remote Call minimum payment per day Saturday, Sunday and Public Holidays	\$ 38.97	\$ 39.94
Meal Allowance when travelling - (Reasonable daily allowance expense as per ATO)		
Breakfast	ATO	ATO
Lunch	ATO	ATO
Dinner	ATO	ATO
Meal Allowance when working overtime	15.63	16.02
Meal Charges - Lunch or Evening Meal		
Two or three course	\$6.00	\$6.25
Single hot or cold main course	\$4.50	\$4.75
Single (other) course eg soup or sweet	\$4.00	\$4.25
All breakfasts	\$4.00	\$4.25
Travel allowance – Permanent staff	Aged Care Award	Aged Care Award
Travel allowance – Permanent Home Care staff	SCHADS Award	SCHADS Award

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/4027

Applicant:
OneCare Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Peter Williams, Chief Executive Officer, have the authority given to me by OneCare Ltd. to give the following undertakings with respect to the OneCare General Employees Enterprise Agreement 2021 ("the Agreement"):

1. Day Worker Hours and Afternoon Shift

Clause 8 in relation to Day Worker should be read as follows:

Only from the date of ratification of the OneCare General Employees Enterprise Agreement 2021, a Day Worker will mean that the ordinary hours of work for employees other than home care employees are between the hours of 6.00am and 6.00pm, Monday to Friday ('spread of hours').

Clause 8 in relation **to afternoon shift** should be read as follows:

Employees working afternoon shift will be paid the following percentages in addition to the ordinary rate for such shift. Provided that employees who work less than 38 hours per week will only be entitled to the additional rates where their shift finishes following 6.00 pm.

- (a) An employee who commences an afternoon shift at 10.00 am and before 1.00 pm will be paid 10% of the ordinary hourly rate.
- (b) An employee who commences an afternoon shift at 1.00 pm and before 4.00 pm will be paid 12.5% of the ordinary hourly rate.
- (c) An employee who works an Afternoon shift which finishes after 6pm and at or before 11pm will receive payment of 15% of the ordinary hourly rate.

2. Casual Loading

Clause 13(e)(iii), Clause (29(e)(i) and clause 29(e)(ii) of Enterprise Agreement should be read that overtime for casuals is calculated on the base rate of pay, inclusive of the casual loading.

Note:

This undertaking will also cover employees classified within the OneCare General Employees Enterprise Agreement 2021 who are employed under the Social, Community, Home Care and Disability Services Industry Award.

3. Foul and Nauseous Linen Allowance

Clause 23(a) should be read as follows:

Employees will receive the payment as stated in the Enterprise Agreement, however if an employee is engaged in handling linen which, having regard to the duties normally performed by such employee in such classification, is of a nauseous nature which is unusually dirty or offensive (other than linen sealed in airtight containers), then the employee may make a claim to be paid the Award amount, noting all claims will be offset against monies already paid to the employee under clause 23(a) of the Enterprise Agreement.

4. Maximum Daily Hours

Clause 25(d) should be read that ordinary hours will be worked either eight hours on a day shift or 10 hours on a night shift.

5. Shiftworker

Clause 33(a)(i) should note that for the purposes of the NES, a shift worker means an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker and/or who works for more than four ordinary hours on 10 or more weekends. A weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

6. Saturday, Sunday and Public Holidays

Clause 26(c), Clause 26(d), Clause 39(e) should be read that Casual employees who work within "The Agreement" will be paid the following:

Aged Care Employees:

(a) between midnight Friday and midnight Saturday –175% of the ordinary hourly rate; and

(b) between midnight Saturday and midnight Sunday –200% of the ordinary hourly rate.

(c) A casual employee will be paid only for those public holidays they work at 275% of the ordinary hourly rate for hours worked

Social, Community, Home Care and Disability Services Industry Award Employees:

(a) between midnight Friday and midnight Saturday –175% of the ordinary hourly rate; and

(b) between midnight Saturday and midnight Sunday –225% of the ordinary hourly rate.

(c) A casual employee will be paid 275% of the ordinary rate of pay for hours worked on public holidays (inclusive of the casual loading).

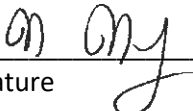
7. Broken Shifts

Where the Social, Community, Home Care and Disability Services Industry Award is relevant to an employee, then broken shifts will be paid as follows:

(a) An employee required to work a broken shift with 1 unpaid break will be paid an allowance of 1.7% of the standard rate, per broken shift.

(b) An employee who agrees to work a broken shift with 2 unpaid breaks will be paid an allowance of 2.25% of the standard rate, per broken shift.

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


Signature

21 October 2022
Date