



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**South Eastern Nursing and Home Care Association Incorporated T/A
South Eastern Community Care**
(AG2018/2506)

SOUTH EASTERN COMMUNITY CARE COMMUNITY AND DISABILITY SUPPORT WORKERS ENTERPRISE AGREEMENT 2018

Social, community, home care and disability services

DEPUTY PRESIDENT SAUNDERS

SYDNEY, 21 DECEMBER 2018

*Application for approval of the South Eastern Community Care Community and Disability
Support Workers Enterprise Agreement 2018.*

[1] An application has been made for approval of an enterprise agreement known as the *South Eastern Community Care Community and Disability Support Workers Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by South Eastern Nursing and Home Care Association Incorporated T/A South Eastern Community Care. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (the Undertakings). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

[5] Subject to the Undertakings, 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.

[6] The Health Services Union of Australia and the Australian Nursing and Midwifery Federation being bargaining representatives for the Agreement, have given notice under s.183

of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 December 2018. The nominal expiry date of the Agreement is 30 June 2020.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/2506

Applicant: South Eastern Community Care

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Helen Pollard, Chief Executive Officer for South Eastern Community Care give the following undertakings with respect to the *South Eastern Community Care Community and Disability Support Workers Agreement 2018* ("the Agreement"):

1. I have the authority given to me by South Eastern Community Care to provide this undertaking in relation to the application before the Fair Work Commission.
2. Clause 37 of the Agreement will be amended to include the following:

(8) First aid allowance

(a) A weekly first aid allowance of \$17.50 per week will be paid to a full-time employee where:

- (i) an employee is required by the employer to hold a current first aid certificate; and
- (ii) an employee, other than a home care employee, is required by their employer to perform first aid at their workplace; or
- (iii) a home care employee is required by the employer to be, in a given week, responsible for the provision of first aid to employees employed by the employer.

(b) First aid allowance—casual and part-time employees

The first aid allowance in 8(a) will apply to eligible part time and casual employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38.

3. Clause 15 shall be amended as follows:

15 UNSCHEDULED CANCELLATIONS

(1) Where an Employee has not been notified by 5:00pm prior to the day that the service was to have taken place that they are not required to work, the employee will be entitled to receive payment for their minimum specified hours on that day.

(2) Where the Employee arrives to deliver services to a client and an unscheduled cancellation occurs (e.g. client not home) the Employee will be provided with other work, within their scope, for the duration of that engagement or alternatively payment for that engagement period if work is unable to be found. The payment provided will be for the total number of hours the Employee would normally have spent at that unscheduled cancellation including, if necessary, travelling time to the next client or other work as directed by the Employer.

4. Clause 13 shall be amended as follows:

13 SCHEDULE OF ENGAGEMENTS

- (1) Employees will be provided with schedules of Engagements a minimum of two weeks in advance.
- (2) Seven days' notice will be given of a change in a schedule of Engagements. However, a schedule of Engagements 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.

5. An employee engaged as Level 1 Grade 1 Community Support Worker will be paid the following hourly rates (weekly and casual rates will be calculated using these figures):

1 July 2017 – \$19.73

1 July 2018 – \$20.27

1 July 2019 – \$20.83

6. An employee engaged as a Level 5 Disability Support Worker will be paid the following hourly rates (weekly and casual rates will be calculated using these figures):

Grade 1 – \$24.61

Grade 2 – \$25.37

Grade 3 – \$26.15

Grade 4 – \$26.84

7. Clause 19 shall be amended as follows:

19 OVERTIME

(1) With the exception of sleepovers and unless provided elsewhere in this clause, approved time worked outside or in excess of ordinary hours described in the hours of work clause and shiftwork clause will be paid at the rate of time and a half for the first two hours and double time after that. Overtime rates apply to the exclusion of any penalty or shift rate.

Overtime will be paid at the rate of double time if:

Overtime will be paid at the rate of double time if:

- (a). An Employee returns to work without having had a least eight hours break between each day's work;
- (b). It is worked after 10:00pm Monday to Friday

(1a) In addition, a full-time employee will be entitled to the overtime payments in clause 19 for all work done in addition to their rostered ordinary hours on any day.

(2) Overtime worked on weekends or Public Holidays will be paid at a minimum of two hours on each occasion (whether the full two hours is worked or not) at the following rates:

- (a). Saturdays - time and a half for the first two hours and double time after that.
- (b). Sunday - double time.
- (c). Public Holidays - double time and a half.

(3) Requirement to work reasonable overtime.

An Employer may require an Employee to work reasonable overtime at overtime rates.

An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- (a). Any risk to Employee health and safety from working the additional hours;
- (b). The Employee's personal circumstances, including family responsibilities;
- (c). The needs of the workplace or enterprise in which the Employee is employed;
- (d). Whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (e). The notice (if any) given by the Employer of any request or requirement to work the additional hours;
- (f). The notice (if any) given by the Employee of his or her intention to refuse to work the additional hours;
- (g). The usual patterns of work in the industry, or the part of an industry, in which the Employee works;
- (h). The nature of the Employee's role, and the Employee's level of responsibility;
- (i). Any other relevant matter.

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



Signature

12 December 2018

Date

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



SOUTH EASTERN COMMUNITY CARE

Community & Disability Support Workers

Enterprise Agreement 2018

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1 TITLE

This Agreement shall be known as the South Eastern Community Care Community and Disability Support Workers Enterprise Agreement 2018.

2 DEFINITIONS

For the purpose of this Agreement:

Act means the *Fair Work Act 2009*.

Afternoon shift means any shift which finishes after 8.00pm and at or before 12 midnight Monday to Friday.

Agreement means the South Eastern Community Care Community and Disability Support Workers Enterprise Agreement 2018.

Award(s) means any applicable award or agreement and includes those howsoever described in the Act as an award, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a modern award, a preserved state agreement and a notional agreement preserving a state award.

Buddy means a person who provides on the job support and practical support to a new or less experienced Employee whilst on shift.

Base rate of pay means the rate of pay payable to an Employee for his or her ordinary hours of work, but not including any of the following: incentives-based payments and bonuses; loadings; monetary allowances; overtime or penalty rates; any other separately identifiable amounts.

Client means any person who received or is eligible to receive services of a type provided by the Employer under the programs it administers with funding from governments and other organisations.

Community support worker means an Employee primarily employed to deliver care and related activities in client homes and may be required to deliver care and related activities in community settings. A Community support worker works under limited direction in the application of practices, procedures and guidelines. Duties may include cleaning of the Employer's premises, vehicles and other equipment.

Day worker means an Employee other than a shift worker.

De facto partner means:

- (1) 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
- (2) Includes a former de facto partner of the Employee.

Disability Support Worker means an Employee primarily engaged to support and assist persons with a disability with their day to day living requirements in their home and/or community environment.

Employee means any person employed by the Employer, who performs duties of a Community Support Worker in accordance with the Classifications covered by this Agreement in Schedule 1.

Employer means South Eastern Nursing and Home Care Association Inc. (ABN 11 400 505 189) Trading as South Eastern Community Care.

FWC means Fair Work Commission

Immediate family member means:

- (1) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee;
or
- (2) A child, parent, grandparent or sibling of a spouse or de facto partner of the Employee

Modern Award means the *Social, Community, Home Care and Disability Services Industry Award 2010*.

Nauseous work means handling of linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such Employee in such classification. For the avoidance of doubt the changing of continence pads would not be considered to be nauseous work.

NES means the National Employment Standards as amended from time to time, which represent the minimum standards applying to the employment of each Employee.

Night shift means any shift which finishes after midnight or commences before 6:00am Monday to Friday.

Ordinary rate of pay means the rate of pay that the Employee received for Ordinary Hours of Work. This includes a casual Employee's loaded rate but does not include any penalty rate or overtime rate.

Parties to this Agreement shall mean the Employer, the Union and all of its Community and Disability Support Workers engaged in any of the classifications specified in Schedule 1 of this Agreement.

Penalty rate means the loading for work performed on a Saturday, Sunday or Public Holiday.

Period of engagement shall mean consecutive visits to one or more clients where there is a break of not more than 30 minutes between each individual visit.

Probationary period means a period where both the Employee and the Employer can assess each other's performance, capacity and suitability.

Public holidays means New Years' Day, Australia Day, Hobart Regatta Day, 8-Hour or Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Hobart Show Day, Christmas Day and Boxing Day or any day 'substituted' or made 'additional to' any of the aforementioned days.

Public holiday shift means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

Sleepover shift means when an Employer required an Employee to sleep overnight at premises where the client for whom the Employee is responsible is located.

Sleepover allowance means an allowance the Employee will receive for each night on which they sleep over.

Spouse includes a former spouse

Shift worker means an Employee specifically engaged to work regularly outside the span of ordinary hours of work of a day worker.

Union means The Health Services Union of Australia, Tasmania Branch.

3 APPLICATION OF AGREEMENT

- (1) This Agreement applies to the Employer and Employees employed in the Community and Disability Support Worker Classifications in Schedule 1.
- (2) The definitions for employment classification levels are contained in Schedule 1. The Employer shall notify Employees in writing of their classification upon commencement and any subsequent changes to their classification.
- (3) At the end of each 12 months of continuous employment, an Employee will be eligible for progression from one Grade to the next within a level if the Employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each grade within the level. Movement to a higher classification will only occur by way of promotion or re-classification.
- (4) This Agreement shall come into operation on the first full pay period seven days following receipt of a notice issued by the FWC.
- (5) The Agreement has a nominal expiry date of 30 June 2020 unless otherwise terminated or varied beforehand by the mutual agreement of the parties or operation of law. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the Act.
- (6) The Employer, Union and any other bargaining representatives agree to hold discussions for a new collective agreement to succeed this Agreement at least 6 months before the nominal expiry date of this Agreement with the intention of concluding these negotiations prior to the nominal expiry date.
- (7) Before submitting a variation, termination or replacement Agreement for the approval of the Employees covered by the Agreement, the Employer will negotiate with the Health Services Union, Tasmania Branch or any other bargaining representative.

4 DISPUTE RESOLUTION PROCEDURE

- (1) If a dispute arises about this Agreement, the NES (including subsections 65(5) or 76(4) of the Act), or any other work-related matter (including a dispute about whether workplace rights have been breached), the parties to the dispute will attempt to resolve the dispute at the workplace by first notifying the other party in writing (including email) that there is a formal dispute and commencing discussions between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- (2) If the matter cannot be resolved, a party may refer the dispute to the FWC for resolution using any of its powers (including powers under section 595(3) and 739(4) of the Act) provided that the dispute is attempted to be resolved through FWC Mediation at first instance. Where the FWC is of the view that the dispute is unlikely to be resolved through mediation, the FWC may exercise its powers under the Act to arbitrate the dispute.
- (3) Union members are entitled to be represented by their union or any other person they choose. Non-members are entitled to be represented by the Union (if it agrees) or by any other person they choose. The Employer shall recognise the representative for all purposes involved with the resolution of the dispute.
- (4) While the parties are trying to resolve the dispute:
 - (a). An Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety.
 - (b). An Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace unless:
 - (i). the work is not safe; or
 - (ii). applicable workplace health and safety legislation would not permit the work to be performed; or
 - (iii). the work is not appropriate for the Employee to perform; or
 - (iv). there are other reasonable grounds for the Employee to refuse to comply with the direction.
 - (c). The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

5 FLEXIBILITY ARRANGEMENTS

- (1) To meet the genuine needs of individual Employees and the Employer, the parties may agree to vary the effect of this Agreement in relation to the following terms of the Agreement:
 - (a). hours of work;
 - (b). overtime rates of pay;
 - (c). penalty rates of pay;
 - (d). allowances; and
 - (e). leave loading;

- (2) An individual flexibility arrangement must be initiated by the Employee.
- (3) The Employer must ensure that any individual flexibility arrangement:
- (a). Is about the matters that would be permitted matters if the arrangement was an Enterprise Agreement.
 - (b). Does not include a term that would be an unlawful term if the arrangement was an Enterprise Agreement
 - (i). The flexibility term must require that any individual flexibility arrangement is genuinely agreed to by the Employer and the Employee.
 - (ii). The Employer must ensure that any individual arrangement agreed to under the term must result in the Employee being better off overall than the Employee would have been if no flexibility arrangement were agreed to.
 - (iii). The Employer must ensure that any flexibility arrangement agreed to by the Employer and the Employee under the term does not require the approval or consent of another person.
 - (iv). The flexibility arrangement must require the Employer to ensure than an individual flexibility arrangement agreed to under the term must be able to be terminated:
 - By either the Employee, or the Employer, giving written notice of not more than 28 days; or
 - By the Employee and the Employer at any time if they agree, in writing, to the termination.
- (4) The Employer must ensure that any flexibility arrangement:
- (a). Is agreed in writing and signed by the Employer and the Employee; and
 - (b). If the Employee is under 18 years of age, is also signed by a parent or guardian of the Employee; and
 - (c). State each term of this Agreement that the employer and employee have agreed to vary, and how the application of each term has been varied;
 - (d). Detail how the agreement results in the Employee being better off overall in relation to the Employee's terms and conditions of employment;
 - (e). A copy of the individual flexibility arrangement agreed to must be given to the Employee within 14 days after it is agreed to; and
 - (f). States the commencement date of the agreement.

6 MODES OF EMPLOYMENT

- (1) Full-time employment.

A full-time Employee is one who is engaged to work 38 hours per week or an average of 38 hours per week in each four-week period.

(2) Part-time employment.

A part-time Employee is an Employee engaged to work less than 38 hours per week or less than an average of 38 hours per week in each four-week period, on a reasonably regular and systematic basis.

Before commencing employment, the Employer and Employee will agree in writing on a regular pattern of work including the minimum number of hours to be worked each week and the usual days of the week and starting and finishing times each day. Changes to hours may only be made by agreement in writing between the Employer and Employee. Any agreed variation will be recorded in writing. Changes in days of work can be made by the employer giving one week's notice in advance of the changed days.

- (a). The minimum period of engagement is two hours.
- (b). Leave provisions apply on a pro-rata basis based on the ordinary hours of work and overtime hours.
- (c). Where the Employee is offered and accepts in writing more hours than their usual or contracted hours these hours shall not be considered overtime provided that the hours are less than 38 in a week and occur during the span of ordinary hours.
- (d). Subject to Clause 8(2) above, hours may be reduced as a result of a reduction of client needs. Where this occurs the Employer, where reasonably practicable, will provide the Employee with additional hours to make up their hours to their usual level.

(3) Casual employment.

- (a). A casual Employee is an Employee who is engaged on an as is and when required basis.
- (b). In addition to the base rate of pay receives an additional loading of 25% in lieu of annual leave, personal leave and public holidays. ("casual loading")
- (c). Each period of employment stands alone.
- (d). The minimum period of engagement is two hours.
- (e). The notice period is two hours.
- (f). Casual Employees are entitled to penalty and overtime rates, but these are calculated on the base rate of pay (i.e. casual loading is added separately and not compounded) [e.g. time and a half = $(150\% + 25\%) = 175\%$].

7 MULTIPLE PERIODS OF ENGAGEMENT

- (1) There may be more than one period of engagement in any one day (i.e. multiple period of engagement)
- (2) Multiple periods of engagement, on any day, will not be worked outside the hours of 6:00am and 10:00pm and the break between the periods of engagement shall be in excess of 60 minutes and does not include travel.
- (3) Employees working multiple period of engagement will be paid a multiple period of engagement allowance at the rate specified in Schedule 3 for each break between periods of

engagement on any one day, but will not include cancellations. The intention of the allowance in this sub-clause is to compensate for the inconvenience of breaks of work flow and consequential or associated travel of a personal or work nature.

- (4) During the break between periods of engagement, in any day, Employees receiving a multiple periods of engagement allowance under this clause shall not be entitled to the travel reimbursement. Provided that during engagement periods the travel reimbursement shall apply.
- (5) Employees working multiple periods of engagement may, with mutual agreement of the Employee and Employer, be engaged for a minimum period of one hour for one period of engagement provided there is at least one other period of engagement of at least one hour in that day.
- (6) In the event a multiple period of engagement finishes in afternoon or night shift hours then the applicable shift penalties are to apply to the entire multiple period of engagement; i.e. to all periods of work that make up the multiple periods of engagement.
- (7) All work performed beyond the maximum span of 12 hours for multiple periods of engagement will be paid at double time.

8 CONSULTATION

- (1) If the Employer is seriously considering major workplace changes that are likely to have significant effect on the Employees covered by this Agreement, the Employer must consult with the Employees who will be affected by the decision and their representative (which may be the Union).

"A major change is likely to have a significant effect on Employees" if it results in:

- the termination of the employment of Employees; or
- major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- the alteration of hours of work; or
- the need to retrain Employees; or
- the need to relocate Employees to another workplace; or
- the restructuring of jobs; or
- changes to the legal or operational structure of the Employer or business

- (2) As soon as practicable the Employer must discuss with the relevant Employees the introduction of the change and the effect the change is likely to have on the Employees. The Employer must discuss measures to avert or mitigate the adverse effect of the change on the Employees.

- (3) For the purposes of the discussion the Employer will provide the relevant Employees in writing:
- (a). all relevant information about the change including the nature of the change proposed;
 - (b). information about the expected effect of the change on the Employees; and
 - (c). any other matters likely to affect the Employees.
- (4) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (5) As soon as a final decision has been made, the Employer must notify the Employees affected, in writing, and explain the effects of the decision.
- (6) While the process described in this clause is underway, the parties will respect the status quo.
- (7) Consultation about changes to rosters or hours of work
- (a). Where an Employer proposes to change an Employee's regular roster or ordinary hours or work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
 - (b). The Employer must:
 - (i). 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);
 - (ii). 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
 - (iii). 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.
 - (c). The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
 - (d). These provisions are to be read in conjunction with other agreement provisions concerning the scheduling of work and notice requirements.

9 INCREASES TO WAGES

The following increases will apply to base rates of pay as set out in Schedule 2:

- 5% Increase from the first full pay period on or after 1 July 2017
- 2.75% Increase from the first full pay period on or after 1 July 2018
- 2.75% Increase from the first full pay period on or after 1 July 2019

If, during the life of the Agreement the annual increase specified by the FWC in its Annual Wage Decision is greater than the amounts specified above, the percentage increase specified by the FWC will apply.

In addition to the annual wage increases set out above (payable the fpp after 1 July) for Employees at Levels 5, 6 and 7 the Employer will, on the first full pay period after the 1st December each year this agreement is operation, apply a percentage increase to applicable Employees' wages in line with the terms for the FWC's Equal Remuneration Order (ERO).

10 ORDINARY HOURS OF WORK

- (1) The ordinary hours of work of a full-time day worker, exclusive of meal times, will be an average of 38 hours per week over a four week period and the ordinary hours of work for all day workers will be worked between 7:00am and 8:00pm Monday to Friday provided all time worked by a part-time or casual Employee in excess of 76 hours per fortnight will be paid at rates described in the overtime clause.
- (2) The ordinary hours for a full-time Shift Worker are an average of 38 hours per week over a 4 week period provided all time worked by a part-time or casual Employee in excess of 76 hours per fortnight will be paid at the rates described in the overtime clause.
- (3) The maximum ordinary hours to be worked on a day or shift is 8. By mutual written agreement the maximum ordinary hours to be worked on a day or shift may be extended to 10 (worked between 7:00am and 8:00pm).

11 SHIFT WORK

- (1) A shift worker who works an afternoon shift will be paid a loading of 12.5% of their ordinary rate of pay for the whole of such shift.
- (2) A shift worker who works a night shift will be paid a loading of 15% of their ordinary rate of pay for the whole of such shift.
- (3) A shift worker who works on a Saturday will be paid a loading of 50% of their ordinary rate of pay for the whole of such shift.
- (4) A shift worker who works on a Sunday will be paid a loading of 100% of their ordinary rate of pay for the whole of such shift.
- (5) A shift worker who works a public holiday shift will be paid a loading of 150% of their ordinary rate of pay for that part of such shift which is on the public holiday.

- (6) The shift penalties in clause (2) and (3) will not apply to shiftwork performed by an Employee on Saturday, Sunday and public holiday where the extra payment prescribed by clause 11 (4), (5) or (6) applies.
- (7) No Employee who is employed at the commencement of this Agreement in a day worker position will be required to work as a shift worker unless agreed to by both parties.

12 SLEEPOVERS

- (1) A sleepover means where the Employer requires an Employee to sleep overnight at premises where the client for whom the Employee is responsible is located.
- (2) An Employee may refuse a sleepover, but only with reasonable cause. Provided that any Employee who, on initial engagement with the employer, entered into a specific agreement not to perform sleepovers will be exempt from this clause.

(3) **Span of Sleepovers**

The span for a sleepover will be a continuous period of 8 hours between 10.00pm to 8.00am

(4) **Payment for Sleepover**

Employees who are required to perform sleepover duties will be paid **\$80.00** per sleep over.

(5) **Disturbances**

For the purposes of this clause a disturbance is where an Employee is required to work to respond to a resident(s) who requires support / assistance.

Disturbances do not include:

- external noises, activities or distraction unless they pose a real and immediate threat of personal harm to resident/s or staff
- normal household activities where residents independently access resources within their home such as getting a drink, watching TV, self-toileting
- a resident/s clock alarm going off
- actions initiated but not required by staff

Disturbances may include (but are not limited to):

- resident/s initiating contact with staff which in turn requires an intervention by that staff person
- resident/s causing excessive disturbance to the household necessitating intervention
- resident/s requiring assistance following urine or faecal soiling
- resident/s requiring assistance during and/or following an epileptic episode
- incidents which necessitate use of prompt intervention to redirect a resident, or avert the onset of a more serious incident

- incidents where residents are in severe stress or in need of continuing assistance or support.

All disturbances must be recorded in the Sleepover Disturbance Book and recorded on the Employee's Time Sheet. This will assist to identify any issues or other strategies required during the period of sleepover and to calculate Employee entitlements to payment for disturbances.

(6) Payment for Disturbances

In the event of the Employee on sleepover being required to perform work during the sleepover period, the Employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed rate for the duration of the work.

An Employee who is entitled to overtime payment under this clause shall receive at least 30 minutes' payment for each disturbance.

(7) An Employee who is entitled to the allowance prescribed by subclause (a) of this clause, for any period spent on sleep-over shall be provided with:

- (i) wherever practicable single bedrooms and under no circumstances shall an Employee be required to share a bed,
- (ii) bed linen, blankets and use of cutlery and crockery without charge to the Employee;
- (iii) reasonable storage facilities for securing personal belongings;
- (iv) access to shower and toilet facilities that can be made secure for private use.

(8) Sleep-overs will be established in accordance with a roster (as defined) setting out clearly the names of the rostered Employees (as defined) and the days, dates and hours during which each Employee is required to attend for duty. The roster (as defined) shall provide for a system of scheduled days off and shall not be implemented or changed until after the expiration of four weeks' notice or in the case of an individual Employee after the expiration of one weeks' notice or the payment of one weeks' pay in lieu of notice.

PROVIDED that such notice of payment in lieu of notice shall not apply in an emergency situation where agreement is reached between the Employer and Employee concerned.

PROVIDED FURTHER that Employees shall not be required to work consecutive shifts and sleep-overs unless agreed by the Employer and Employee/s affected. The Employee/s will not unreasonably withhold agreement.

(9) An employer will roster an Employee to perform work immediately before and/or immediately after the sleepover period, but must roster the Employee or pay the Employee for at least 4 hours' work for at least one of these periods of work.

13 SCHEDULE OF ENGAGEMENTS

Except in circumstances beyond the reasonable control of the Employer, Employees will be provided with schedules of Engagements on Friday of each week, prior to the following week of engagements.

14 UNSCHEDULED ENGAGEMENTS

Where an Employee has been requested to work an engagement that has not been scheduled with at least two hours' notice on the day that the work is to be performed they shall be paid for at least a minimum of two hours work for the unscheduled engagement.

15 UNSCHEDULED CANCELLATIONS

- (1) Where an Employee has not been notified by 5:00pm prior to the day that the service was to have taken place that they are not required to work, a payment equal to the amount of work cancelled up to a maximum two hours of work shall be made.
- (2) Where the Employee arrives to deliver services to a client and an unscheduled cancellation occurs (e.g. client not home) the Employee will be provided with other work, within their scope, for the duration of that engagement or alternatively payment for that engagement period if work is unable to be found. The payment provided will be for the total number of hours the Employee would normally have spent at that unscheduled cancellation including, if necessary, travelling time to the next client or other work as directed by the Employer.

16 HIGHER DUTIES

An Employee who is directed by the Employer to perform temporarily the duties of a higher classification, shall be paid at the higher rate for the time worked. Provided that no such higher rate payment shall be made where the Employee is undergoing training.

17 MEAL AND REST BREAKS

- (1) Except during the 8 hour period of a sleepover, or with an alternative agreement of the Employee and Employer, an Employee is entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes after at least five hours work. By agreement between an Employee and the Employer, the taking of the meal break can be delayed until the Employee has worked six hours of work.
- (2) An Employee is also entitled to a paid 10 minute rest break during every three hours of work.
- (3) The rest break can be taken at any time in the course of the engagement.
- (4) Where an Employee is required by the Employer to have a meal with a client or clients as part of the normal work routine or client program, the Employee will be paid for the duration of the meal period at the ordinary rate of pay, and subclause (1) and (2) do not apply.

18 CLOTHING AND EQUIPMENT

- (1) Employees required by the Employer to wear uniforms will be supplied, free of cost to the Employees, with an adequate number of items comprising the uniform. Such items are to remain the property of the Employer and be laundered by the Employee free of cost to the Employer.
- (2) Where the Employer requires Employees to wear personal protective or safety equipment for work performed, those items shall be supplied by the Employer free of cost to Employees.

19 OVERTIME

- (1) With the exception of sleepovers and unless provided elsewhere in this clause, approved time worked outside or in excess of ordinary hours described in the hours of work clause and shiftwork clause will be paid at the rate of time and a half for the first two hours and double time after that. Overtime rates apply to the exclusion of any penalty or shift rate.

Overtime will be paid at the rate of double time if:

- (a). An Employee returns to work without having had a least eight hours break between each day's work;
 - (b). It is worked after 10:00pm Monday to Friday
- (2) Overtime worked on weekends or Public Holidays will be paid at a minimum of two hours on each occasion (whether the full two hours is worked or not) at the following rates:
 - (a). Saturdays - time and a half for the first two hours and double time after that.
 - (b). Sunday - double time.
 - (c). Public Holidays - double time and a half.
 - (3) Requirement to work reasonable overtime.

An Employer may require an Employee to work reasonable overtime at overtime rates.

An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- (a). Any risk to Employee health and safety from working the additional hours;
- (b). The Employee's personal circumstances, including family responsibilities;
- (c). The needs of the workplace or enterprise in which the Employee is employed;
- (d). Whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (e). The notice (if any) given by the Employer of any request or requirement to work the additional hours;

- (f). The notice (if any) given by the Employee of his or her intention to refuse to work the additional hours;
- (g). The usual patterns of work in the industry, or the part of an industry, in which the Employee works;
- (h). The nature of the Employee's role, and the Employee's level of responsibility;
- (i). Any other relevant matter.

20 ANNUAL LEAVE

- (1) Full and part-time Employees will be entitled to receive four weeks paid annual leave per year.
- (2) For the purposes of the NES a shiftworker is an employee who works for more than four ordinary hours on 10 or more weekends and is entitled to an additional week's annual leave on the same terms and conditions.

Employees (other than a casual employee) who work for more than four ordinary hours on 10 or more weekends are entitled to an additional week's annual leave on the same terms and conditions.

- (3) Employees will be paid in the regular pay period
- (4) Leave loading

Employees shall receive a loading of 17.5% or their projected roster whichever is the greater on the payment made for annual leave.

- (5) Taking leave

Annual leave provided for in this clause will be taken as provided for in the National Employment Standards, as varied from time to time, for a period agreed between an Employee and his or her Employer. The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

- (6) Excessive leave

- (a) Definitions

An Employee has an excessive leave accrual if:

- (i) The Employee is not a shiftworker and has accrued more than eight weeks' paid annual leave; or
- (ii) The Employee is a shiftworker and has accrued more than 10 weeks' paid annual leave.

- (b) Eliminating excessive leave accruals

(i) Dealing with excessive leave accruals by agreement

Before an Employer or Employee can direct that leave be taken the Employer or Employee must seek to confer with the other and must genuinely attempt to agree upon steps that will be taken to reduce or eliminate the Employee's excessive leave accrual.

(ii) The Employer may direct that leave be taken if:

- (I) The Employee has excessive leave accrual; and
- (II) Agreement has been attempted pursuant to subclause (b)(i); and
- (III) The direction does not result in the Employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks (taking into account all other paid annual leave that has been agreed; and
- (IV) The direction does not require the Employee to take any period of leave less than one week; and
- (V) The direction does not require the Employee to take any period of leave commencing less than eight weeks after the day the direction is given to the Employee; and
- (VI) The direction does not require the Employee to take any period of leave commencing more than 12 months after the day the direction is given to the Employee; and
- (VII) The direction is not inconsistent with any leave arrangement agreed between the Employer and Employee.

(7) Proportionate Leave on Termination of Service

If an Employee leaves their employment or the employment is terminated by the Employer, the Employee will be paid their annual leave entitlement including leave loading on a pro rata basis.

(8) Annual Leave Exclusive of Public Holidays

If a Public Holiday, as listed in this Agreement, falls within an Employee's period of annual leave, and the Employee would normally have been scheduled to work that day, there will be added the hours that would have been worked on each Public Holiday that occurs.

(9) Illness or injury during Leave

An Employee who becomes ill or injured during their annual leave will be entitled to personal leave instead of annual leave if the Employee has sufficient personal leave. The Employee must provide the Employer with a medical certificate stating the period of illness or injury. The annual leave not taken will remain to the Employee's credit.

(10) Cashing out of Annual Leave

This Agreement enables an Employee to cash out annual leave at their written request. Due to Workplace Health and Safety purposes, the Employer understands that Employees need to have a break. Cashing out of annual leave will be upon approval by the Employer and under extenuating circumstances.

The Employer may agree to cash out a minimum of one weeks' annual leave entitlement, so long as the Employee will have at least four weeks accrued entitlement to annual leave remaining.

Each cashing out of a particular amount of paid annual leave must be by separate agreement in writing between the Employer and Employee.

Leave cannot be cashed out in advance of it being credited. Payment for cashed-out leave must be at a rate no less than the Employee's ordinary hourly rate of pay at the time the election is made and must be given within a reasonable period. Payment will include leave loading.

Nothing in this clause or in this Agreement shall be taken in any way as forcing an Employee to forgo an entitlement to take an amount of annual leave or to exert undue influence or undue pressure in relation to the making of a decision by the Employee to request to cash out annual leave.

(11) For part-time Employees, annual leave is accrued on all ordinary time at the rate of 0.0769 hours for each hour.

21 PERSONAL LEAVE

(1) Employees (other than casual Employees) will be entitled to 10 days paid personal leave per year. This leave will be taken in accordance with the following provisions.

(2) The provisions of this clause apply to an Employee, other than a casual. The entitlements of casual Employees are set out in subclause (10) Casual Employees - Caring Responsibilities.

(3) Taking Leave

An Employee may take paid personal leave when they are absent at times when they normally would have been scheduled for work (personal leave during annual leave notwithstanding):

(a). Due to personal illness or injury; or

(b). For the purposes of providing care or support for an immediate family or household member who required care or support because of:

A personal illness, or personal injury, affecting the member; or

An unexpected emergency affecting the member.

- (4) An Employee (other than a casual) will be entitled to paid personal leave subject to the following conditions and limitation:

- (a). Worker's compensation.

An Employee will not be entitled to personal leave for any period the Employee is entitled to worker's compensation.

- (b). Personal leave will accrue as per an Employee's ordinary hours of work.

- (5) Leave cumulative.

Personal leave will be cumulative from year to year; and any unused personal leave will be credited to the Employee without a reduction of the next year's entitlements.

- (6) Not payable upon termination.

An Employer will not be required to make payment in respect of accumulated personal leave credits to an Employee upon termination of employment.

- (7) Employee must give notice.

An Employee will as soon as practicable (which may be at the time after the leave has started), inform their Employer or place of work of their inability to attend work and as far as may be practicable state the nature of the illness or injury and estimated duration of absence.

- (8) Evidence supporting claim

- (a). An Employee will give the employer evidence that would satisfy a reasonable person that the leave is taken for reason specified in subclause (3)

- (b). Evidence may include a statutory declaration

- (9) Unpaid personal leave

Where an Employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who require care or support because of a personal illness or personal injury affecting the member or because of an unexpected emergency affecting the member. The Employer and the Employee will agree on the period. In the absence of agreement, the Employee is entitled to take up to two days per occasion, provided the requirements of subclauses (7) and (8) are met.

(10) Casual employees - Caring responsibilities

Subject to the evidentiary and notice requirements in subclauses (7) and (8), casual Employees are entitled to unpaid personal leave to provide care or support for members of their immediate family or household, or who require care or support due to an unexpected emergency, or the birth of a child.

The Employer and the Employee will agree on the period for which the Employee will be entitled to unpaid personal leave. In the absence of agreement, the Employee is entitled to personal leave of up to two days per occasion.

An Employer must not fail to re-engage a casual Employee because the Employee accessed the personal leave entitlements. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

- (11) For part-time Employees personal leave is accrued on all ordinary time and overtime at the rate of 0.0385 hours for each hour.

22 PUBLIC HOLIDAYS

- (1) An Employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes. However the Employer may request an Employee to work on a public holiday if the request is reasonable. An employee may refuse the request if the refusal is reasonable.
- (2) Payment for holidays with pay mentioned in subclause (1) of this clause which are taken and not worked, will be at the base rate of pay which would have applied to the Employee concerned, when, if it were not for such holiday he/she had been at work.
- (3) An Employee required to work on a public holiday will be paid at the rate of double time and one half, with a minimum payment of two hours.

23 PARENTAL LEAVE

Parental Leave is provided by the NES. Employees who have completed 12 months of service and who are the primary carer after the birth or adoption of a child will be entitled to receive a minimum of 52 weeks unpaid parental leave.

24 COMMUNITY SERVICE LEAVE

Community Service Leave is provided by the NES.

- (1) Employees are entitled to be absent from employment for taking part in eligible community service leave. This leave is unpaid. This leave will be taken in accordance with the following provisions.
- (2) An Employee who is a registered volunteer in a specified emergency service organisation and attends an emergency response situation or is involved in a voluntary emergency management activity during normal working hours may be entitled to paid leave on application.
- (3) Community service leave arrangements apply in respect to Employees who are registered volunteers with the following emergency service organisations:
 - Tasmania Fire Service;
 - Tasmanian Ambulance Service;
 - State Emergency Service; and
 - Other emergency service consistent with the NES definition.
- (4) The leave applies where a registered volunteer is requested to respond to an emergency situation involving volunteer assistance during normal working hours. Regular rostered activities/events or training are not included.
- (5) The Employer will grant approval for an Employee to be absent from duty so the Employee can assist with an emergency situation, providing the following conditions are met:
 - The Employee has informed the management and their direct supervisor as soon as practicable regarding the requirement for the absence and its likely duration;
 - The Employee is able without undue disruption to the operational requirements of the organisation to be released to assist in responding to the emergency; and
 - If required by the Employer, the Employee can obtain from the relevant emergency organisation proof of the request for and duration of the attendance in response to the emergency situation.

The Employer will not unreasonably refuse a request of absence to attend an emergency situation.

- (6) When an Employee has attended and rendered assistance as a volunteer in response to an emergency situation, the following leave and related arrangements will apply:
 - The attendance will not affect entitlements for leave accruals and related benefits;
 - An injury sustained by the Employee whilst attending an emergency situation will not form the basis of a claim against the Employer; and
 - The return to normal work duties by the Employee should be as soon as practicable following the completion of functions associated with the emergency situation including, where relevant, debriefing or counselling. Furthermore, the timing of the return to work should be managed consistent with appropriate health and safety considerations such as the fatigue status of the Employee.

25 JURY DUTY LEAVE

Jury Duty Leave is provided by the NES.

- (1) Employees (other than casual Employees) are entitled to receive payment for up to 10 days of jury duty. This leave and payment for such will be in accordance with the following provisions.
- (2) An Employee who has received a summons to appear for jury duty by a court that impacts on the Employee's ability to undertake their duties must advise the Employer as soon as practicable and discuss the circumstances of the summons.
- (3) In the event that a full-time or part-time Employee is required to serve on a jury, that Employee will not be financially disadvantaged in terms of their wages, superannuation or accrued leave entitlements for serving as a juror.
- (4) Any Employee who receives payment for out of pocket wages from a court for serving on a jury, and wishes to take advantage of this policy, must produce to the Employer documentation showing the amount the Employee has received for compensation of loss of wages whilst serving as a juror.
- (5) On production of the required documentation, the Employee will receive their fortnightly gross wage minus the amount received from the Courts. All superannuation normally paid by the Employer in a normal pay period, including salary sacrifice and the Superannuation Guarantee will remain the same as if the Employee had been at work.
- (6) Time served on a jury will be deemed to be time served in employment with the Employer for the purpose of accruing leave entitlements.
- (7) Any taxation liability arising from the receipt of out of pocket wages from a court for serving on a jury is the sole responsibility of the Employee.

26 BLOOD DONORS

- (1) A full-time or part-time Employee (as defined) who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay for period involved on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.

PROVIDED THAT such Employee shall arrange as far as practicable for his/her absence to be as close as possible to the beginning or the ending of ordinary working hours.

- (2) The Employee shall notify his/her Employer as soon as possible of the time and date upon which he/she is requesting to be absent for the purpose of donating blood.

- (3) Reasonable proof of the attendance of the Employee at the recognised place for the purpose of donating blood and the duration of such attendance shall be furnished by the Employee to his/her Employer.

27 LONG SERVICE LEAVE

- (1) Except as provided for in this Agreement, Long service leave entitlements for Employees shall be in accordance with the provisions of the *Long Service Leave Act (Tasmania) 1976*.
- (2) The entitlement for Employees is for 13 weeks after 10 years of continuous service.
- (3) The entitlement for part-time Employees is accrued on all ordinary time and overtime at the rate of 0.025 hours for each hour.

28 COMPASSIONATE AND BEREAVEMENT LEAVE

- (1) An Employee is entitled to three days of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family or a member of the Employee's household:
- (a). contracts or develops a personal illness that poses a serious threat to his or her life;
 - or
 - (b). sustains a personal injury that poses a serious threat to his or her life.
- (2) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken for the purpose of spending time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury.
- (3) An Employee may take compassionate leave for a particular permissible occasion as:
- a single continuous period of three days; or
 - three separate periods of one day each; or
 - any separate periods to which the Employee and his or her Employer agree.
- (4) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (5) Except that there shall be no entitlement to paid compassionate or bereavement leave if it coincides with any other period of leave being taken by the Employee or in respect of time when the Employee was not scheduled to work.
- (6) An Employee is entitled to bereavement leave on the death of a member of the Employee's immediate family or a member of the Employee's household as follows:
- (a). five consecutive days, not including Saturday or Sunday, on the death of a member of the Employee's immediate family or a member of the Employee's household;

- (b). five days personal leave may be taken in addition to the period of bereavement leave;

Note: The notice and evidence requirements of NES must be complied with.

- (7) 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 ordinary rate of pay for the Employee's ordinary hours of normally scheduled work in the period. For casual employees, compassionate leave is unpaid leave.

29 CEREMONIAL LEAVE

- (1) 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 10 working days in any one calendar year:
 - (a). for the observation of a recognised religious occasion; or
 - (b). where there is a cultural day of significance to the Employee.
- (2) A statutory declaration or other satisfactory evidence must be submitted to the relevant Manager.
- (3) An Employee taking leave for cultural or religious purposes as defined may opt to take annual leave instead of leave without pay.
- (4) Under normal circumstances the Employee must provide at least two weeks' notice in writing of the Employee's intention to take leave pursuant to this clause.
- (5) The granting of leave is subject to the operational requirements of the Employer, including the capacity to make alternative staffing arrangements.

30 FAMILY VIOLENCE LEAVE

- (1) The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.
- (2) For the purposes of this clause the definition of 'family violence' has the same meaning as in the *Family Violence Act 2004 (Tas)* that includes assault (including sexual assault), verbal abuse or emotional abuse by a spouse or partner.
- (3) The Employer may require proof of family violence 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.
- (4) All personal information concerning family violence will be kept confidential in line with the Employer's policy and relevant legislation.

- (5) The Employer will identify a contact who will be trained in family violence and privacy issues.
- (6) An Employee experiencing family violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- (7) An Employee experiencing family violence will have access of up to five days per year of paid leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval. At its discretion, the Employer may approve additional leave.
- (8) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer (subject to the requirements of the workplace) will approve any reasonable request from an Employee experiencing family violence for:
 - (a). changes to their span of hours or pattern or hours and/or shift patterns;
 - (b). a change to their telephone number or email address to avoid harassing contact.
- (9) An Employee experiencing family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources.

31 ATTENDANCE AT FUNERALS

When a client dies, the Employee who has provided services to that client on a regular and ongoing basis may be paid for up to a maximum of two hours at ordinary rate of pay for attending the late client's funeral.

32 TRAVEL

- (1) Employees who are required to use their own motor vehicle in the course of their work will receive a travel reimbursement as outlined in Clause 37(1) of this Agreement.
- (2) Employees will not be paid wages for time taken to travel between clients.
- (3) No reimbursement is payable for travel to the first client and from the last client in any one period of engagement.
- (4) It is a condition of employment under this Agreement that an Employee must at all times possess a current drivers licence.

33 WAGE RATES

- (1) The ordinary rate of pay for an Employee shall be equal to the minimum rates prescribed in Schedule 2, save for any Employee eligible for the Supported Wage System. Support Wage System Employees shall be paid in accordance with the Supported Employment Services Award 2010.
- (2) In addition to the annual wage increases set out in Schedule 2 (payable the ffpp after 1 July) and Clause 9 for Employees at Levels 5, 6 and 7 the Employer will, on the first full pay period after the 1st December each year this agreement is operation, apply a percentage increase to applicable Employees' wages in line with the terms for the FWC's ERO.
- (3) In the event that the ordinary rate of pay as set out in Schedule 2 of this Agreement is less than the equivalent rate on the Modern Award then the Award rate would apply.
- (4) The ordinary rate of pay will be used in calculating all service related benefits and notice payable on termination.
- (5) For a full-time Employee the ordinary rate of pay may be expressed as a weekly or hourly amount.
- (6) Wages shall be paid by Electronic Funds Transfer fortnightly (i.e. in arrears) into an account nominated by the Employee on pay day unless there are circumstances beyond the control of the Employer.
- (7) Pay day may be changed at the discretion of the Employer provided that the Employer gives a minimum of four weeks' notice to the Employees.
- (8) Employees must fill out and sign their timesheets.
- (9) Failure to correctly fill out the time sheet may result in unavoidable delays in payroll processing.

34 CHANGES TO AWARD RATES OF PAY

- (1) In ensuring the wage rates in this Agreement are not less than the Award the parties are to have reference to the following table outlining where Agreement classification levels sit in comparison to the Modern Award Home Care stream levels.

Modern Award	Agreement
Level 1 Pay Point 1	Level 1 Grade 1
Level 1 Pay Point 1	Level 1 Grade 2
Level 2 Pay Point 1	Level 2 Grade 1

Level 2 Pay Point 2	No requirement to apply
Level 3 Pay Point 1	Level 3 Grade 1
Level 3 Pay Point 2	Level 3 Grade 2
Level 3 Pay Point 2	Level 3 Grade 3
Level 4 Pay Point 1	No requirement to apply
Level 4 Pay Point 2	Level 4 Grade 1

- (2) In ensuring the wage rates in this Agreement are not less than the Award (plus any amount payable pursuant to an applicable Equal Remuneration Order) the parties are to have reference to the following table outlining where Agreement classification levels sit in comparison to the Social and Community Services stream levels applicable for Disability Support Workers.

Modern Award	Agreement
Level 2 Pay Point 1	Level 5 Grade 1
Level 2 Pay Point 2	Level 5 Grade 2
Level 2 Pay Point 3	Level 5 Grade 3
Level 2 Pay Point 4	Level 5 Grade 4
Level 3 Pay Point 1	Level 6 Grade 1
Level 3 Pay Point 2	Level 6 Grade 2
Level 3 Pay Point 3	Level 6 Grade 3
Level 3 Pay Point 4	Level 6 Grade 4
Level 4 Pay Point 1	Level 7 Grade 1
Level 4 Pay Point 2	Level 7 Grade 2
Level 4 Pay Point 3	Level 7 Grade 3
Level 4 Pay Point 4	Level 7 Grade 4

35 SUPERANNUATION

- (1) The subject of superannuation is covered by the Commonwealth legislation including the *Superannuation Guarantee (administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* or as amended. This legislation governs the rights and obligations of the parties including Employers and their Employees.
- (2) In accordance with the superannuation legislation the Employer will make all superannuation contributions on monthly basis to the names fund and for this purpose the names fund is HESTA Superannuation Fund.
- (3) Upon commencement of their employment the Employer will provide Employees with the Product Disclosure Statement for the HESTA Superannuation Fund.

- (4) Employees may elect to make voluntary contributions to the nominated fund in accordance with the rules of that fund.
- (5) A Superannuation Guarantee (SG) contribution calculated in accordance with superannuation legislation will be paid monthly to the HESTA Superannuation Fund on behalf of Employees. Where an Employee participates in salary packaging and/or salary sacrifice arrangements, the SG contribution will be calculated as if those arrangements did not exist.
- (6) Wages paid for overtime work are to be taken into account for the purposes of calculating the Superannuation Guarantee contribution under subclause 35 (5).
- (7) An Employee may make additional voluntary contributions by way of deductions from (after-tax) salary to a specified complying superannuation fund. On receiving written authorisation to make such deductions from after-tax salary together with the required documentation including a certificate that the fund to which the voluntary contributions are to be made is a complying fund, the Employer will commence making authorised deductions for payment into the specified fund.

36 SALARY PACKAGING AND SACRIFICE

- (1) Employees may elect to participate in Salary Packaging and Sacrifice arrangements as set out in the Employer's policies provided that the Employer maintains its current Fringe Benefits Tax (FBT) exemption and no actual FBT liability is incurred by the Employer as a consequence of such arrangements.
- (2) The rate of pay specified in this Agreement may be packaged in accordance with the Employer's salary packaging program.
- (3) The Employer agrees to permit all Employees, excluding casual employees, covered by this Agreement who elect in writing to do so, to convert a proportion of their base salary, up to the amount allowed in the relevant legislation, to packaged benefits.
- (4) The Employer agrees that the terms and conditions of such a package must be subject to the following provisions:
 - (a). overtime and shift penalties must be calculated on the salary level which would have applied to the Employee in the absence of the Employee participating in salary packaging under the terms of this Agreement;
 - (b). 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 worker's annual or other leave with pay;
 - (c). 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;
- (d). 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;
 - (e). superannuation payments required to be paid under the superannuation legislation, including 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)* as amended from time to time must be calculated on the Agreement rate of pay if no salary packaging agreement was in place;
 - (f). annual leave loading entitlements must be calculated in the Agreement rate of pay as if no salary packaging agreement was in place;
 - (g). 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 agreement.
- (5) 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.
- (6) The Employer further agrees that in the promotion and implementation of salary packaging to Employees it will advise each Employee in writing:
- (a). that there is no compulsion for any Employee to participate in salary packaging;
 - (b). that all employment conditions, other than salary packaging as provided for in this Agreement, will continue to apply;
 - (c). that the structure of any agreed package complies with taxation and other relevant laws;
 - (d). 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;
 - (e). 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, the Employee must be provided with a printout of the relevant information.
 - (f). where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will not be carried forward to the next period and will be subject to PAYG deductions;
 - (g). that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled 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.;

- (h). prior to signing a salary packaging agreement, Employees shall be entitled to consult with the union.

37 ALLOWANCES AND REIMBURSEMENT

(1) Travel payment and reimbursement.

Subject to the other conditions below:

- (a). An Employee who is required to use his/her own motor vehicle in the course of work for travel between clients shall be paid at the rate of \$1.20 per kilometre.
- (b). An Employee who is required to use his/her own motor vehicle in the course of their work for travel with clients shall be reimbursed \$0.85 per kilometre

(2) Buddy allowance.

An allowance per day shall be paid to an Employee who is appointed to act as a buddy for any shift while so acting. This allowance is listed in Schedule 3.

(3) Qualification allowance.

An allowance of 2% of the ordinary hourly rate per hour worked shall be paid to Employees classified at Level 3 as per Schedule 1 and having a nationally accredited medication competency for administering, and making available, medications to clients. For the avoidance of doubt this subclause is expressly excluded from an increase to an allowance. This allowance will increase with wage increases in any event.

(4) Nauseous allowance.

An allowance shall be paid to an Employee for each occasion an employee performs nauseous work. This allowance is listed in Schedule 3.

(5) Telephone allowance.

When an Employee makes a telephone call using the Employee's private telephone on matters relating to a Client's care needs or in respect of work scheduling, the Employee shall be entitled to be reimbursed for each such telephone call at the rate of \$0.28 per call.

(6) Meal allowance

Allowances related to meals shall be paid to Employees when:

- (a). in the course of providing social support to a client an Employee accompanies the client to a food premises and chooses to have a meal with that client, the Employee shall be paid a meal allowance equivalent to the actual cost of the Employee's meal up to a maximum of the amount listed in Schedule 3; or

- (b). an Employee is required to work more than one hour of overtime shall be paid an allowance of the amount listed in Schedule 3 provided that the Employee could not reasonable return home for a meal within the meal break.

(7) Increases to allowances.

Increases to allowances are as per Schedule 3

38 TERMINATION

(1) Notice

- (a). An Employer or an Employee must not terminate employment unless they have given the other party written notice of the day of the termination (which cannot be before the day of notice is given).
- (b). Employment must not be terminated unless:
- (i). The time between giving the notice and the day of termination is at least the period (the minimum period of notice) worked out under clause (c); or
 - (ii). The Employer has made payment in lieu of notice of at least the amount they would have been liable to pay the Employee at the full rate of pay for the hours he or she would have worked had the employment continued until the end of the minimum period of notice.
- (c). Work out the minimum period of notice as follows:
- (i). First, work out the period using the following table:

Employee's period of continuous service	Period of Notice
Not more than 1 year	2 weeks
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (ii). then increase the period by 1 week if the Employee is over 45 years old and has completed at least two years on continuous service with the Employer at the end of the day notice is given. Except where the Employee is giving notice. For the avoidance of doubt an Employee is not required to provide the increase in notice above.

(2) Termination payments

- (a). On termination of employment the Employee will be paid any accrued annual leave, long service leave (if applicable) and/or notice entitlement.
- (b). All payments made as a result of termination of employment will occur upon termination.

(3) Items deliverable to the Employer

- (a). Upon termination the Employee must without any further demand deliver to the Employer documents in their possession or control relating in any way to any trade secret and/or intellectual property and/or confidential information, or the business or affairs of the Employer or any member of the Employer's related entity and any property of the Employer.
- (b). Further an Employee is not permitted to retain a copy of documents in (a) above.

(4) Failure to provide notice

If an Employee fails to give the required notice the Employer may withhold from any monies due to the Employee on termination under this Agreement or the NES, as amount not exceeding the amount the Employee would have been paid in respect of the period of notice required by this clause less any period of notice actually given by the Employee provided that any deduction cannot be made without the Employee's written authorisation.

(5) Summary termination

- (a). The Employer may terminate the employment of an Employee without notice i.e. summarily for serious misconduct as defined in the Act and Fair Work Regulations 2009.
- (b). In this case the Employee is entitled only to payment for time worked up to the time of termination.

39 REDUNDANCY

- (1) The parties agree that it is not desirable to lose the services of staff members through redundancy. It is the parties preferred option to seek redeployment and retraining opportunities within the organisation should the occasion arise.

(2) Consultation

The Employer agrees to consult with the Employees prior to any proposed redundancy.

(3) Redeployment and retraining

In the event of a position being made redundant, the following will apply:

- (a). The Employer will actively explore all internal redeployment opportunities for staff surplus to requirements.
- (b). A staff member seeking redeployment may be retrained for an available position on condition that the staff member can demonstrate that he or she possesses the necessary capacity for that position.
- (c). Where retraining is required, the Employer will provide and pay for any training which the Employer deems necessary for the staff member to perform the duties of the position to which the staff member is being redeployed. The Employee will be entitled to undertake this training during work time.

- (d). All reasonable attempts will be made to ensure that a staff member's area of choice, hours of work, previous employment classification and previous roster patterns are met.

(4) Notice of redundancy

- (a). The Employer undertakes to provide the maximum possible notice of the need to make a position(s) redundant or reduce or alter hours which causes a loss of Employees income. In all cases however, the minimum period of notice for Employees subject to termination or reduction or alteration of hours which causes a loss of Employees income, will be as follows:
- I. The required period of notice in the event that a position is made redundant or hours are reduced or altered to cause a loss of Employees income is four weeks.
 - II. The required notice period will be increased by one week if the Employee is over 45 years of age and has completed at least two years of service with the Employer at the time of termination.

(5) Redundancy

- (a). In the event that it is necessary for the Employer to make a position(s) redundant, or reduce or alter hours which causes a loss of Employees income, the Employer will, in the first instance, seek expressions of interest from all staff, in volunteering for redundancy package.
- (b). In assessing applications for voluntary redundancy, the parties acknowledge that the Employer will take into account the skill and operational requirements of the enterprise.
- (c). In normal circumstances involuntary redundancies will only be considered where there are no, or insufficient volunteers from existing staff and/or the operational requirements or business needs of the Employer cannot reasonably be met. However, the parties accept that in assessing applications for voluntary redundancy, either as a result of a position(s) being redundant or though the loss of an Employee's income, the Employer will be entitled to take into account the operational requirements of the business. Where the Employer is aware that the employee is a member of the Union, the Employer will consult with the union where the Employer has rejected an application for voluntary redundancy in favour of an involuntary redundancy.

(6) Redundancy package

- (a). Where redeployment or retraining opportunities are not available, the separation package to be paid to redundant staff is as follows:

Redundancy Pay Period

	Employee's period of continuous service with the Employer on termination	Redundancy pay period
1.	At least 1 year but less than 2 years	4 weeks

2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8 weeks
5	At least 5 years but less than 6 years	10 weeks
6	At least 6 years but less than 7 years	11 weeks
7	At least 7 years but less than 7 years	13 weeks
8	At least 8 years but less than 9 years	14 weeks
9	At least 9 years but less than 10 years	16 weeks
10	At least 10 years	12 weeks

(b). A weeks' pay means:

- (i). The hours worked per week as averaged over the previous three months, excluding any period of leave or other extraordinary absence such as leave without pay, paid at the ordinary rate for the classification; and
- (ii). Any penalties as averaged over the previous three months, excluding any period of leave or other extraordinary absence; and
- (iii). Any all-purpose work related allowances.

(7) Time off to seek other employment

- (a). All Employees who are made redundant will be given assistance by the Employer in seeking suitable alternative employment. Such Employees will be granted a minimum of one day's time off without loss of pay during each week of notice for the purpose of seeking other employment or to make arrangements for training or re-training.
- (b). 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.

(8) Financial counselling

- (a). The Employer undertakes to provide access up to 3 hours paid time for each Employee who is offered a redundancy, or who expresses an interest in a redundancy, to consult a financial adviser.
- (b). The Employer will provide to each Employee a fully detailed pay statement at the time when the offer of redundancy is made.

40 PROBATIONARY PERIOD

- (a) Employment is subject to a Probationary Period of 3 months.
- (b) Where an Employee determines that the Employer has not for any reason met their requirements they may inform the Employer at any time during the Probationary Period that they wish to terminate their employment at their own initiative and provide 1 weeks' notice of the termination of employment or payment in lieu thereof.
- (c) The Employer shall complete a Probationary Review at any time prior to the conclusion of the Probationary Period and inform the Employee of the outcome of this review under the following terms:
 - (i) Where the Employer has determined that the Employee has satisfactorily completed probation, employment will continue as per this Agreement save for references to the Probationary Period; or
 - (ii) Where the Employer, as a consequence of the Probationary Review, has determined that the Employee has not for any reason met their requirements the Employer may extend the Probationary Period up to a maximum of a further three (3) months if the Employee has demonstrated the capacity to meet the Employee's requirements with further development. If the Employer determines that the Employee does not have the capacity to meet their requirements the Employee will be given 1 weeks' notice of the termination of employment or payment in lieu thereof.

41 UNION DELEGATES RIGHTS

- (1) Union delegates of elected workplace representatives, with approval of the union and upon application in writing, shall be granted up to two days leave with pay each calendar year, non-cumulative, to:
 - Represent members in bargaining;
 - Represent the interests of members to the Employer and industrial tribunals;
 - Consult with the union members and other Employees for whom the delegate is a bargaining representative;
 - Participate in the operation of the Union;
 - Attend union education;
 - Address new Employee's about the benefits of union membership at the time that they enter employments;
 - Attend courses conducted by an approved training provider, that as 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;
 - Attend union annual Delegates Conference.

- (2) Without limiting the above, shall be available as follows:

Number of Employees covered by the Agreement	Number of delegates or workplace representatives eligible for 5 days paid leave in any 12 month period
Between 1 and 15	1
More than 15 but not more than 30	2
More than 30 but not more than 50	3
More than 50 but not more than 100	4
More than 100	5


- (3) The application to the Employer must be in writing, and include the nature, content and duration of the course to be attended, and normally be provided with 14 days' notice of the proposed training. An Employee may request leave in addition to the minimum entitlement under this clause which may be granted at the Employer's absolute discretion.
- (4) The granting of 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.
- (5) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- (6) Each Employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" for an Employee means the classification rate, over-award payment, superannuation, which otherwise would have been payable.
- (7) 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.
- (8) An Employee may be required to satisfy the Employer of attendance at the course to qualify for payment of leave.

(9) 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.

(10) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the Agreement.


42 ENDORSEMENT OF AGREEMENT

Signed for and on behalf of the Employer

Signed:	
Date:	5 June 2018
Name in full (printed):	Helen Pollard
Address:	12 Somerville street Sorell TAS 7172
Position Title	Chief Executive Officer

Signed for and on behalf of the Union

(HEALTH SERVICES UNION, TASMANIA
BRANCH)

Signed:	
Date:	7/6/18
Name in full (printed):	TIM JACOBSON
Address:	11 Centre St. New Town TAS 7018
Position Title	STATE SECRETARY

SCHEDULE 1 - CLASSIFICATIONS

CLASSIFICATION	DESCRIPTION
Level 1	<p>No formal Aged Care qualification is required for an Employee at this level.</p> <p>The Employee performs a broad range of tasks involving the utilisation of a range of basic skills, in the provision of domestic assistance and/or home, garden maintenance, car cleaning and other ancillary duties.</p> <p>Employees are responsible for the quality and timeliness of work performed, and for the care of Employer assets entrusted to them.</p> <p>Employees require basic verbal communication skills with clients, members of the public and other Employees, and basic literacy and numeracy skills to enable relevant documentation and legislative requirements to be maintained.</p>
Level 2	<p>An Employee at this level hold a formal nationally accredited Aged Care Certificate II or is working towards an Aged Care or Home and Community Care Certificate III</p> <p>The Employee performs a broad range of tasks in the provision of domestic assistance and support tasks such as shopping assistance.</p> <p>Employees are responsible for the quality and timeliness of work performed, and for the care of Employer assets entrusted to them.</p> <p>Employees require basic verbal communication skills with clients, other Employees and members of the public, and basic literacy and numeracy skills to enable relevant documentation and legislative requirements to be maintained.</p> <p>Employees at this level are not required to have a nationally accredited medication competency, for administering, and making available medication to clients.</p>
Level 3	<p>An Employee at this level holds a formal nationally accredited qualification in Aged Care and/or Home and Community Care Certificate III.</p> <p>The Employee performs a broad range of tasks in the provision of assistance with activities of daily living to clients and other carers.</p> <p>Employees are accountable for the quality and timeliness of work performed and for the care of Employer assets entrusted to them.</p>

	<p>Employees are required to have a high standard of verbal communication skills with clients, other Employees and members of the public, and proficient literacy and numeracy skills to enable relevant documentation and legislative requirements to be maintained.</p> <p>An Employee may act as a preceptor or provide guidance for new Community Support Workers or Vocational Students.</p>
Level 4	<p>An Employee at this level holds a formal nationally accredited qualification in Aged Care and/or Home and Community Care Certificate IV.</p> <p>The Employee performs a broad range of tasks in the provision of assistance with activities of daily living to clients and carers.</p> <p>Employees are required to have a high standard of verbal communication skills with clients, other employees and members of the public, and proficient literacy and numeracy skills to enable relevant documentation and legislative requirements to be maintained.</p> <p>An Employee may act as a Buddy or provide guidance for new Community Support Workers or Vocational Students and may be required to provide assistance with the review of client services and development of care plans.</p>
Level 5 (Disability Support Only)	<p>An Employee at this level will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.</p> <p>General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures.</p> <p>Employees will be expected to have an understanding of work procedures relevant to their work area.</p> <p>Employees will be responsible for managing time, planning and organising their own work. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.</p> <p>Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be Grade 2.</p>
Level 6 (Disability Support Only)	<p>An Employee at this level will work under general direction in the application of procedures, methods and guidelines which are well established.</p>

	<p>Positions at this level allow Employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.</p> <p>At this level, Employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.</p> <p>Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers.</p> <p>Those with supervisory responsibilities may be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.</p> <p>Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than grade 3. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than grade 4.</p>
Level 7 (Disability Support Only)	<p>A person employed at this level will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.</p> <p>General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.</p> <p>Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.</p> <p>Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.</p> <p>Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.</p> <p>Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.</p>

Notes

- (1) At the end of 12 months' continuous employment, an Employee will be eligible for progression from one grade to the next within a level if the Employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each level within the level and:
 - (i) the Employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the Employer; or
 - (ii) where an Employer has adopted a staff development and performance appraisal scheme and has determined that the Employee has demonstrated satisfactory performance for the prior 12 months' employment.
- (2) New Employees who can verify previous comparable experience which was gained with another Employer engaged in the Community or Disability Services Industry shall have such experience taken into account when determining the appropriate grade which that person is entitled to occupy. Such experiences includes that prior to the agreement or classification variation taking place.
- (3) The Employer shall notify Employees in writing of their classification upon commencement and any subsequent changes to their classification.

SCHEDULE 2 - WAGE RATES

Community Support Worker

Classification	Grade	FFPP on/after 1 July 2017 (5%)			FFPP on/after 1 July 2018 (2.75%)			FFPP on/after 1 July 2019 (2.75%)		
		Weekly	Hourly	Casual	Weekly	Hourly	Casual	Weekly	Hourly	Casual
Level 1	Grade 1	\$ 747.90	\$ 19.68	\$ 24.60	\$ 768.47	\$ 20.22	\$ 25.28	\$ 789.60	\$ 20.78	\$ 25.97
	Grade 2	\$ 772.41	\$ 20.33	\$ 25.41	\$ 793.65	\$ 20.89	\$ 26.11	\$ 815.48	\$ 21.46	\$ 26.82
Level 2	Grade 1	\$ 800.03	\$ 21.05	\$ 26.32	\$ 822.03	\$ 21.63	\$ 27.04	\$ 844.63	\$ 22.23	\$ 27.78
Level 3	Grade 1	\$ 825.23	\$ 21.72	\$ 27.15	\$ 847.92	\$ 22.31	\$ 27.89	\$ 871.24	\$ 22.93	\$ 28.66
	Grade 2	\$ 850.30	\$ 22.38	\$ 27.97	\$ 873.68	\$ 22.99	\$ 28.74	\$ 897.71	\$ 23.62	\$ 29.53
	Grade 3	\$ 873.10	\$ 22.98	\$ 28.72	\$ 897.11	\$ 23.61	\$ 29.51	\$ 921.78	\$ 24.26	\$ 30.32
Level 4	Grade 4	\$ 917.42	\$ 24.14	\$ 30.18	\$ 942.65	\$ 24.81	\$ 31.01	\$ 968.57	\$ 25.49	\$ 31.86

Disability Support Worker: Note wages will increase as prescribed by Clause 9.

		FFPP on/after 1 December 2017		
		Weekly	Hourly	Casual
Level 5	Grade 1	\$ 933.16	\$ 24.56	\$ 30.70
	Grade 2	\$ 962.34	\$ 25.32	\$ 31.66
	Grade 3	\$ 991.63	\$ 26.10	\$ 32.62
	Grade 4	\$ 1,018.16	\$ 26.79	\$ 33.49
Level 6	Grade 1	\$ 1,035.82	\$ 27.26	\$ 34.07
	Grade 2	\$ 1,065.62	\$ 28.04	\$ 35.05
	Grade 3	\$ 1,088.27	\$ 28.64	\$ 35.80
	Grade 4	\$ 1,110.56	\$ 29.23	\$ 36.53
Level 7	Grade 1	\$ 1,179.24	\$ 31.03	\$ 38.79
	Grade 2	\$ 1,210.06	\$ 31.84	\$ 39.80
	Grade 3	\$ 1,241.12	\$ 32.66	\$ 40.83
	Grade 4	\$ 1,268.78	\$ 33.39	\$ 41.74

SCHEDULE 3 – ALLOWANCES

Type	FFPP on/after 1 July 2017	FFPP on/after 1 July 2018	FFPP on/after 1 July 2019
Multiple Periods of Engagement (per break)	\$17.45	\$17.89	\$18.33
Buddy (per hour)	\$1.63	\$1.67	\$1.71
Nauseous (per occasion)	\$12.37	\$12.68	\$13.00
Meal Allowance (per occasion)	\$13.21	\$13.54	\$13.88

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/2506

Applicant: South Eastern Community Care

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Helen Pollard, Chief Executive Officer for South Eastern Community Care give the following undertakings with respect to the *South Eastern Community Care Community and Disability Support Workers Agreement 2018* ("the Agreement"):

1. I have the authority given to me by South Eastern Community Care to provide this undertaking in relation to the application before the Fair Work Commission.
2. Clause 37 of the Agreement will be amended to include the following:

(8) First aid allowance

(a) A weekly first aid allowance of \$17.50 per week will be paid to a full-time employee where:

- (i) an employee is required by the employer to hold a current first aid certificate; and
- (ii) an employee, other than a home care employee, is required by their employer to perform first aid at their workplace; or
- (iii) a home care employee is required by the employer to be, in a given week, responsible for the provision of first aid to employees employed by the employer.

(b) First aid allowance—casual and part-time employees

The first aid allowance in 8(a) will apply to eligible part time and casual employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38.

3. Clause 15 shall be amended as follows:

15 UNSCHEDULED CANCELLATIONS

(1) Where an Employee has not been notified by 5:00pm prior to the day that the service was to have taken place that they are not required to work, the employee will be entitled to receive payment for their minimum specified hours on that day.

(2) Where the Employee arrives to deliver services to a client and an unscheduled cancellation occurs (e.g. client not home) the Employee will be provided with other work, within their scope, for the duration of that engagement or alternatively payment for that engagement period if work is unable to be found. The payment provided will be for the total number of hours the Employee would normally have spent at that unscheduled cancellation including, if necessary, travelling time to the next client or other work as directed by the Employer.

4. Clause 13 shall be amended as follows:

13 SCHEDULE OF ENGAGEMENTS

- (1) Employees will be provided with schedules of Engagements a minimum of two weeks in advance.
- (2) Seven days' notice will be given of a change in a schedule of Engagements. However, a schedule of Engagements 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.

5. An employee engaged as Level 1 Grade 1 Community Support Worker will be paid the following hourly rates (weekly and casual rates will be calculated using these figures):

1 July 2017 – \$19.73

1 July 2018 - \$20.27

1 July 2019 - \$20.83

6. An employee engaged as a Level 5 Disability Support Worker will be paid the following hourly rates (weekly and casual rates will be calculated using these figures):

Grade 1 – \$24.61

Grade 2 - \$25.37

Grade 3 - \$26.15

Grade 4 - \$26.84

7. Clause 19 shall be amended as follows:

19 OVERTIME

(1) With the exception of sleepovers and unless provided elsewhere in this clause, approved time worked outside or in excess of ordinary hours described in the hours of work clause and shiftwork clause will be paid at the rate of time and a half for the first two hours and double time after that. Overtime rates apply to the exclusion of any penalty or shift rate.

Overtime will be paid at the rate of double time if:

Overtime will be paid at the rate of double time if:

- (a). An Employee returns to work without having had a least eight hours break between each day's work;
- (b). It is worked after 10:00pm Monday to Friday

(1a) In addition, a full-time employee will be entitled to the overtime payments in clause 19 for all work done in addition to their rostered ordinary hours on any day.

(2) Overtime worked on weekends or Public Holidays will be paid at a minimum of two hours on each occasion (whether the full two hours is worked or not) at the following rates:

- (a). Saturdays - time and a half for the first two hours and double time after that.
- (b). Sunday - double time.
- (c). Public Holidays - double time and a half.

(3) Requirement to work reasonable overtime.

An Employer may require an Employee to work reasonable overtime at overtime rates.

An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- (a). Any risk to Employee health and safety from working the additional hours;
- (b). The Employee's personal circumstances, including family responsibilities;
- (c). The needs of the workplace or enterprise in which the Employee is employed;
- (d). Whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (e). The notice (if any) given by the Employer of any request or requirement to work the additional hours;
- (f). The notice (if any) given by the Employee of his or her intention to refuse to work the additional hours;
- (g). The usual patterns of work in the industry, or the part of an industry, in which the Employee works;
- (h). The nature of the Employee's role, and the Employee's level of responsibility;
- (i). Any other relevant matter.

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



Signature

12 December 2018

Date