

HOME INSTEAD SINGLE INTEREST ENTERPRISE AGREEMENT 2023

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1. Title

- 1.1** This Agreement will be known as the Home Instead Single Interest Enterprise Agreement 2023 (**Agreement**).

2. Parties Bound

- 2.1** This Agreement will cover and apply according to its terms upon the following:

- (a) All Employers set out in Schedule D;
- (b) All Employees of the Employers set out in Schedule D who are engaged to perform work in the classifications listed in Schedule A and Schedule B of this Agreement.

3. Relationship to Agreements and Awards

- 3.1** This is a comprehensive Agreement encompassing all terms and conditions of employment.
- 3.2** This Agreement operates to the exclusion of any modern or pre-modern award (including the Award), or any other industrial instrument that may otherwise apply to the parties covered by this Agreement, except as expressly provided for within this Agreement.
- 3.3** This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**) set out in the Act. Where there is any inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply.

4. Commencement and expiry

- 4.1** This Agreement will commence on 31 July 2023 or on the seventh day after the date of approval by the Fair Work Commission, whichever date is the latter.
- 4.2** This Agreement will have a nominal expiry date of four years from the date of approval.

5. Access to the Agreement and the NES

- 5.1** The Employer will ensure that a copy of the Agreement and the NES are available to all Employees to whom they apply in a convenient location easily accessible to those Employees or through electronic means.

6. Definitions and interpretation

- 6.1** Where a term of this Agreement has a corresponding definition in the Act, the Regulations or the NES, the definition in the Act, the Regulations or the NES will apply. Any such terms that are also defined in this Agreement are defined only for the

convenience of the Parties and will be overridden to the extent of any inconsistency with the definition found in the Act, the Regulations or the NES.

6.2 For the purposes of this Agreement:

‘**Act**’ means the *Fair Work Act 2009* (Cth).

‘**Agreement**’ means the Home Instead Single Interest Enterprise Agreement 2023.

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

‘**base rate of pay**’ has the meaning given by section 16 of the Act.

‘**CAREGiver**’ means an Employee who is engaged to perform work in one of the classifications listed in Schedule A of this Agreement.

‘**casual Employee**’ has the meaning given by section 15A of the Act.

‘**day worker**’ means an Employee who is engaged to work between 6.00am and 8.00pm Monday to Sunday.

‘**default fund Employee**’ means an Employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

‘**Employee**’ means any of the employees described in clause 2.1(b).

‘**Employer**’ means any of the entities described in Schedule D where an Employee is engaged to work.

‘**Home Care sector**’ means the provision of personal care, domestic assistance or home maintenance to an aged person or a person with a disability in a private residence.

‘**Key Player**’ means an Employee who is engaged to perform work in one of the classifications listed in Schedule B.

‘**NES**’ means the National Employment Standards as contained in sections 59 to 131 of the Act.

‘**On call and remote Employee**’ means either a CAREGiver or Key Player that is employed with the predominant purpose of doing only work that attracts either an on-call allowance pursuant to clause 17.10 or is subject to clause 21.10 regarding remote work, or both. An On call and remote Employee may still, from time to time, do other work that does not attract an on-call allowance or is not subject to clause 21.10.

‘**Regulations**’ means the *Fair Work Regulations 2009* (Cth).

‘**standard rate**’ means the minimum wage for a social and community services employee level 3 pay point 3 as set out in the Award.

7. Individual flexibility arrangements

7.1 An Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:

(a) the arrangement deals with one or more of the following matters:

- (i) arrangements for when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) annual leave loading; and
 - (b) the arrangement meets the genuine needs of the Employer and the Employee in relation to one or more of the matters mentioned in clause 7.1(a); and
 - (c) The Employer and the Employee must genuinely agree, without duress or coercion to any variation of the Agreement provided for by an arrangement.
- 7.2** An arrangement may only be made after the individual Employee has commenced employment with the Employer.
- 7.3** An Employer who wishes to initiate the making of an arrangement must:
- (a) give the Employee a written proposal; and
 - (b) if the Employer is aware that the Employee has, or reasonably should be aware that the Employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the Employee understands the proposal.
- 7.4** An arrangement must result in the Employee being better off overall at the time the arrangement is made than if the arrangement had not been made.
- 7.5** An arrangement must do all of the following:
- (a) state the names of the Employer and the Employee;
 - (b) identify the Agreement term or terms, the application of which is to be varied;
 - (c) set out how the application of the Agreement term or terms, is or are varied;
 - (d) set out how the arrangement results in the Employee being better off overall at the time the arrangement is made than if the arrangement had not been made; and
 - (e) state the date the arrangement is to start.
- 7.6** An arrangement must be:
- (a) in writing; and
 - (b) signed by the Employer and the Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- 7.7** Except as provided in clause 7.6(b), an arrangement must not require the approval or consent of a person other than the Employer and the Employee.
- 7.8** The Employer must keep the arrangement as a time and wages record and give a copy to the Employee.
- 7.9** An arrangement may be terminated:

- (a) at any time, by written agreement between the Employer and the Employee; or
- (b) by the Employer or Employee giving 13 weeks' written notice to the other party.

7.10 An arrangement terminated under clause 7.9(b) ceases to have effect at the end of the period of notice required under that clause.

7.11 The right to make an arrangement under clause 7 is additional to, and does not affect, any other term of this Agreement that provides for an arrangement between an Employer and an Employee.

8. Consultation about major workplace change

8.1 This term applies if the Employer:

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

Major change

8.2 For a major change referred to in clause 8.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) clauses 8.3 to 8.9 apply.

8.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

8.4 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the employer of the identity of the representative,

the Employer must recognise the representative.

8.5 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion – provide, in writing, to the relevant Employees:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the Employees; and
- (iii) any other matters likely to affect the Employees.

8.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

8.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

8.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clauses 8.2(a), 8.3 and 8.5 are taken not to apply.

8.9 In this term, a major change is **'likely to have a significant effect on Employees'** if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

8.10 For a change referred to in clause 8.1(b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) clauses 8.11 to 8.15 apply.

8.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

8.12 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the representative,

the Employer must recognise the representative.

8.13 As soon as practicable after proposing to introduce the change, the Employer must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion – provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

8.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

8.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

8.16 In this term, ‘**relevant Employees**’ means the Employees who may be affected by a change referred to in clause 8.1.

9. Dispute resolution procedures

9.1 Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this Agreement or in relation to the NES.

9.2 A party to the dispute may appoint a person, organisation or association to support or represent them for the purposes of these procedures.

9.3 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the Employee or Employees concerned and the relevant supervisor or supervisors.

9.4 If the dispute is not resolved through discussions as mentioned in clause 9.3, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the Employee or Employees concerned and more senior levels of management, as appropriate.

9.5 If the dispute is unable to be resolved at the workplace and the parties to the dispute have taken all appropriate steps under clauses 9.3 and 9.4, a party to the dispute may refer the dispute to the Fair Work Commission.

9.6 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

9.7 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.

9.8 While procedures are being followed under clause 9 in relation to a dispute:

- (a) work must continue in accordance with this Agreement and the Act; and

- (b) an Employee must not unreasonably fail to comply with any direction given by the Employer about performing work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.

9.9 Clause 9.8 is subject to any applicable work health and safety legislation.

10. Types of employment

10.1 Employment categories and engaging Employees

- (a) Employees under this Agreement will be employed in one of the following categories:
 - (i) full-time employment;
 - (ii) part-time employment; or
 - (iii) casual employment.
- (b) At or before the time of engagement, the Employer will inform each Employee in writing of the basis of their employment.
- (c) The Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training, consistent with the respective classification.

10.2 Full-time employment

- (a) A full-time Employee is one who is engaged to work 38 ordinary hours per week or an average of 38 ordinary hours per week.

10.3 Part-time employment

- (a) A part-time Employee is one who is engaged to work less than 38 ordinary hours per week or an average of less than 38 ordinary hours per week and who has reasonably predictable hours of work.
- (b) The terms of this Agreement will apply to part-time Employees on a pro-rata basis, on the basis that the ordinary weekly hours of work for full-time Employees are 38 hours.
- (c) Before commencing employment, the Employer and the part-time Employee will agree in writing on:
 - (i) a regular pattern of work including the number of ordinary hours to be worked each week in accordance with clause 10.3(a) (**the guaranteed hours**); and
 - (ii) the days of the week the Employee will work and the starting and finishing times each day.
- (d) The agreement made pursuant to clause 10.3(c) does not necessarily have to provide for the same guaranteed hours each week.
- (e) The agreement made pursuant to clause 10.3(c) may subsequently be varied by agreement between the Employer and Employee in writing. Any such agreement may be ongoing or for a specified period of time.

- (f) The Employer must not require a part-time Employee to work additional hours in excess of their guaranteed hours. However, a part-time Employee may agree to work hours that are additional to their guaranteed hours.
- (g) Part-time Employees will be paid for a minimum of two hours, at the appropriate rate, for each shift or period of work in a broken shift.
- (h) **Review of guaranteed hours**
 - (i) Where a part-time Employee has regularly worked more than their guaranteed hours for at least 12 months, the part-time Employee may request in writing that the Employer vary the agreement made under clause 10.3(c), or as subsequently varied under clause 10.3(e), to increase their guaranteed hours.
 - (ii) The Employer must respond in writing to the Employee's request within 21 days.
 - (iii) The Employer may refuse the request only on reasonable business grounds.
 - (iv) Before refusing a request made under clause 10.3(h)(i), the Employer must discuss the request with the Employee and genuinely try to reach agreement on an increase to the Employee's guaranteed hours that will give the Employee more predictable hours of work and reasonably accommodate the Employee's circumstances.
 - (v) If the Employer and Employee agree to vary the agreement made under clause 10.3(c), the Employer's written response must record the agreed variation.
 - (vi) If the Employer and Employee do not reach agreement, the Employer's written response must set out the grounds on which the Employer has refused the Employee's request.
 - (vii) Clause 10.3(h)(i) is intended to operate in conjunction with clause 10.3(e) and does not prevent an Employee and Employer from agreeing to vary the agreement made under clause 10.3(c) in other circumstances.
 - (viii) An Employee cannot make a request for a review of their guaranteed hours when:
 - (A) the Employee has refused a previous offer to increase their guaranteed hours in the last six months; or
 - (B) the Employer refused a request from the Employee to increase their guaranteed hours based on reasonable business grounds in the last six months.

10.4 Casual employment

- (a) A casual Employee will be paid per hour at the minimum hourly wage rate applicable to their classification as set out in clause 15.1(b) or 15.3(b). The minimum hourly wage rates set out in clause 15.1(b) and 15.3(b) include a

casual loading of 25%, payable instead of entitlements from which casuals are excluded by the terms of this Agreement and the NES.

- (b) Casual Employees will be paid for a minimum of two hours, at the appropriate rate, for each shift or period of work in a broken shift.

10.5 Offers and requests for casual conversion

- (a) Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES. Any dispute about offers or requests for casual conversion is to be dealt with under clause 9 – Dispute resolution procedures.

11. Termination of employment

11.1 Notice of termination by the Employer

- (a) The Employer must not terminate the employment of a full-time or part-time Employee unless it has given the Employee either:
 - (i) written notice of at least the period set out in the table below, according to the Employee’s period of continuous service with the Employer; or
 - (ii) payment in lieu of notice calculated in accordance with clause 11.1(d).

| Employee’s period of continuous service with the Employer at the end of the day the notice is given | Period of notice |
|---|------------------|
|---|------------------|

| | |
|----------------------|--------|
| Not more than 1 year | 1 week |
|----------------------|--------|

| | |
|--|---------|
| 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 |
|-------------------|---------|

- (b) If at the end of the day the notice is given an Employee is over 45 years old and has completed at least two years of continuous service with the Employer, the Employee will be entitled to one additional week of notice.
- (c) For the purpose of this clause, ‘**continuous service**’ has the same meaning as in section 117 of the Act.
- (d) The amount of payment instead of notice must be at least the amount the Employer would have been liable to pay to the Employee at the full rate of pay for the hours that the Employee would have worked had their employment continued until the end of the minimum notice period.
- (e) The period of notice in clause 11.1(a) does not apply to:
 - (i) an Employee engaged for a specific period of time or for a specific task or tasks;

- (ii) an Employee whose employment is terminated because of serious misconduct, as that term is defined in section 1.07 of the Regulations;
- (iii) a casual Employee; or
- (iv) an Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specific period of time or is, for any reason, limited to the duration of the training arrangement.

11.2 Notice of termination by an Employee

- (a) The notice of termination required to be given by a full-time or part-time Employee to the Employer is the same as that required by the Employer under clause 11.1(a), except that the Employee does not have to give additional notice based on the age of the Employee.

11.3 Job search entitlement

- (a) Where the Employer has given notice of termination to an Employee, the Employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 11.3(a) is to be taken at times that are convenient to the Employee, after consultation with the Employer.

12. Redundancy

12.1 Redundancy pay

- (a) A full-time or part-time Employee is entitled to be paid redundancy pay if the Employee’s employment is terminated:
 - (i) at the Employer’s initiative because the Employer no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
 - (ii) because of the insolvency or bankruptcy of the Employer.
- (b) The amount of redundancy pay equals the total amount payable to the Employee for the redundancy pay period worked out using the following table at the Employee’s base rate of pay for their ordinary hours of work:

| Employee’s period of continuous service | Redundancy pay period |
|--|------------------------------|
| Less than 1 year | No entitlement |
| At least 1 year but less than 2 years | 4 weeks |
| At least 2 years but less than 3 years | 6 weeks |
| At least 3 years but less than 4 years | 7 weeks |
| At least 4 years but less than 5 years | 8 weeks |

| Employee's period of continuous service | Redundancy pay period |
|--|------------------------------|
| At least 5 years but less than 6 years | 10 weeks |
| At least 6 years but less than 7 years | 11 weeks |
| At least 7 years but less than 8 years | 13 weeks |
| At least 8 years but less than 9 years | 14 weeks |
| At least 9 years but less than 10 years | 16 weeks |
| At least 10 years | 12 weeks |

- (c) In clause 12.1(b) and the accompanying table, '**continuous service**' has the same meaning as in section 119 of the Act.

12.2 Nothing in clause 12.1 affects any right, exclusion or limit regarding redundancy pay set out in sections 120 to 123 of the Act. To confirm, clause 12 does not apply to:

- (a) an Employee engaged for a specific period of time or for a specific task or tasks;
- (b) an Employee whose employment is terminated because of serious misconduct;
- (c) a casual Employee; or
- (d) an Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specific period of time or is, for any reason, limited to the duration of the training arrangement.

12.3 **Transfer to lower paid duties on redundancy**

- (a) Clause 12.3 applies if, because of redundancy, an Employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The Employer may:
 - (i) give the Employee notice of the transfer of at least the same length as the Employee would be entitled to under clause 11.1 as if it were a notice of termination given by the Employer; or
 - (ii) transfer the Employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the Employer pays the Employee as set out in clause 12.3(c).
- (c) If the Employer acts as mentioned in clause 12.3(b)(ii), the Employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the Employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the Employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the Employee in the second role for the period for which notice was not given.

12.4 Employee leaving during redundancy notice period

- (a) An Employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by clause 11.1.
- (b) The Employee is entitled to receive the benefits and payments they would have received under clause 12.1 had they remained in employment until the expiry of the notice.
- (c) However, the Employee is not entitled to be paid for any part of the period of notice remaining after the Employee ceased to be employed.

12.5 Job search entitlement

- (a) Where an Employer has given notice of termination to an Employee in circumstances of redundancy, the Employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by clause 11.1 for the purpose of seeking other employment.
- (b) If an Employee is allowed time off without loss of pay of more than one day under clause 12.5(a), the Employee must, at the request of the Employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 12.5(b).
- (d) An Employee who fails to produce proof when required under clause 12.5(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 11.3.

13. Classifications

13.1 The definitions for the classification levels in clause 15 are contained in Schedule A and Schedule B.

13.2 Employers must advise their Employees in writing of their classification upon commencement and of any subsequent changes to their classification.

13.3 Progression

- (a) At the end of each 12 months' continuous employment, an Employee will be eligible for progression from one pay point 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.
- (b) Movement to a higher classification will only occur by way of promotion or re-classification.

14. Salary Packaging

- (a) Where agreed between the Employer and a full-time or part-time Employee, an Employer may introduce remuneration packaging in respect of salary, as provided for in clause 15. The terms and conditions of such a package must not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement.

15. Minimum hourly wage rates

15.1 Minimum hourly wage rates for CAREGivers

- (a) The following minimum hourly wage rates apply from the date that this Agreement commences to operate to Employees employed on a full-time or part-time basis performing work in the classifications set out in Schedule A of this Agreement:

| Classification level | Pay Point | Per hour |
|----------------------|-----------|----------|
| Level 1 | 1 | \$23.34 |
| Level 2 | 1 | \$24.66 |
| | 2 | \$24.83 |
| Level 3 | 1 | \$25.16 |
| | 2 | \$25.92 |
| Level 4 | 1 | \$27.41 |
| | 2 | \$27.95 |
| Level 5 | 1 | \$29.36 |
| | 2 | \$30.51 |

- (b) The following minimum hourly wage rates (which are inclusive of casual loading) apply from the date that this Agreement commences to operate to Employees employed on a casual basis performing work in the classifications set out in Schedule A of this Agreement:

| Classification level | Pay Point | Per hour |
|----------------------|-----------|----------|
| Level 1 | 1 | \$29.08 |
| Level 2 | 1 | \$30.73 |
| | 2 | \$30.94 |

| | | |
|----------------|---|---------|
| Level 3 | 1 | \$31.35 |
| | 2 | \$32.30 |
| Level 4 | 1 | \$34.16 |
| | 2 | \$34.84 |
| Level 5 | 1 | \$36.60 |
| | 2 | \$38.04 |

Note: The minimum hourly wage rates set out in clause 15.1(a) and 15.1(b) are such that the minimum hourly wage rates for a CAREGiver under the Agreement are \$0.40 per hour higher than for their equivalent classification level under the Award. The effect of clause 15.4 is that this \$0.40 per hour difference in minimum wages between this Agreement and the Award will be maintained, despite any subsequent increases to the minimum wages set out in the Award.

15.2 Stepped wage increases for CAREGivers

- (a) For the purposes of this clause:
- (i) ‘**test time**’ means the end of the final day of either April, August or December in any year;
 - (ii) ‘**continuous service**’ has the meaning set out in section 22 of the Act.
- (b) In addition to the minimum hourly wage rates set out in clause 15.1, CAREGivers will be eligible for increases to their minimum hourly wage rates in accordance with the total number of hours that they work in a classification under this Agreement from the date this Agreement commences to operate, as follows and subject to clauses 15.2(c) to 15.2(e).

| Stepped wage increase level | Minimum number of total hours worked from when the Agreement commences to operate | Increase to minimum hourly wage rate |
|------------------------------------|--|---|
| Increase 1 | 1000 hours | \$0.30 per hour |
| Increase 2 | 1800 hours | \$0.30 per hour |

- (c) A CAREGiver will be eligible to receive an increase to their minimum hourly wage rate pursuant to clause 15.2(b) if, at any test time, the CAREGiver has completed, as part of a single period of continuous service, the minimum number of total hours of work from the date this Agreement commences to operate necessary to be eligible for the relevant increase to their minimum hourly wage rates. The CAREGiver’s new minimum hourly wage rate will apply from the start of their next pay period after the relevant test time.

- (i) For clarity, any time during the span of a sleepover period under clause 21.7 that a CAREGiver does not work does not count towards their total hours of work under this clause. Any time that a CAREGiver spends working during the span of a sleepover period under clause 21.7 counts towards their total hours of work under this clause.
- (d) For CAREGivers employed on a casual basis, the increases to minimum hourly wage rates set out in clause 15.2(b) shall apply to the CAREGiver’s minimum hourly wage rate inclusive of the casual loading set out in clause 10.4(a).
- (e) Once a CAREGiver receives an increase to their minimum hourly wages pursuant to clause 15.2(b):
 - (i) the CAREGiver will benefit from the relevant increase to their minimum hourly wage rate for all subsequent work under this Agreement as a CAREGiver, unless there is a break in their continuous service; and
 - (ii) the CAREGiver can never again benefit from the same increase to their minimum hourly wage rate under clause 15.2(b).

Example: After the date this Agreement commences to operate, a CAREGiver performs 1,000 hours of work and works their 1,000th hour on 15 June of a given year. At the next **test time** (30 August), their Employer confirms that the CAREGiver’s minimum hourly wage rate will increase by \$0.30 per hour, effective from the start of the CAREGiver’s next pay period.

The CAREGiver can never again benefit from the same increase. Once the CAREGiver performs 1,800 hours of work after the date the Agreement commences to operate, their minimum hourly wage rate will increase by another \$0.30 per hour.

If the CAREGiver performs **another** 1,000 hours of work under this Agreement, they would not receive any further increases to their minimum hourly wage rate under clause 15.2.

If the CAREGiver finishes working with one Employer and starts working as a CAREGiver with another Employer without breaking their continuous service, they would maintain their stepped wage increases in their work with the new Employer.

15.3 Minimum hourly wage rates for Key Players

- (a) The following minimum hourly wage rates apply from the date that this Agreement commences to operate to Employees employed on a full-time or part-time basis in the classifications set out in Schedule B of this Agreement:

| Classification level | Pay Point | Per hour |
|----------------------|-----------|----------|
| Level 1 | 1 | \$25.16 |
| | 2 | \$25.92 |
| Level 2 | 1 | \$27.41 |

| | | |
|----------------|---|---------|
| | 2 | \$27.95 |
| Level 3 | 1 | \$29.36 |
| | 2 | \$30.51 |

- (b) The following minimum hourly wage rates apply from the date that this Agreement commences to operate to Employees employed on a casual basis performing work in the classifications set out in Schedule B of this Agreement:

| Classification level | Pay Point | Per hour |
|-----------------------------|------------------|-----------------|
| Level 1 | 1 | \$31.35 |
| | 2 | \$32.30 |
| Level 2 | 1 | \$34.16 |
| | 2 | \$34.84 |
| Level 3 | 1 | \$36.60 |
| | 2 | \$38.04 |

Note: The minimum hourly wage rates set out in clause 15.3(a) and 15.3(b) are such that the minimum hourly wage rates for a Key Player under the Agreement are \$0.40 per hour higher than for the equivalent classification level under the Award. The effect of clause 15.4 is that this \$0.40 per hour difference in minimum hourly wage rates between this Agreement and the Award will be maintained, despite any subsequent increases to the minimum wages set out in the Award.

15.4 Minimum wages to increase in line with Award wage increases

- (a) While this Agreement is in force and until its nominal expiry date, the minimum hourly wage rates set out in clause 15.1 and 15.3 will be adjusted to account for any increase to the minimum wages for the equivalent classification level in the Award, such that the minimum hourly wage rate for an Employee (inclusive of any casual loading) is always \$0.40 per hour higher than their equivalent minimum wage under the Award.

15.5 Supported wage system

- (a) For Employees who, because of the effects of a disability, are eligible for a supported wage, see Schedule C.

16. National Training Wage

- 16.1** Schedule E to the *Miscellaneous Award 2020* sets out minimum wage rates and conditions for Employees undertaking traineeships.

16.2 This Agreement incorporates the terms of Schedule E to the *Miscellaneous Award 2020* as at 1 July 2022. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2020* is to be read as referring to this Agreement and not the *Miscellaneous Award 2020*.

17. Allowances

17.1 Clothing and equipment

- (a) Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to Employees. Such items are to remain the property of the Employer and be laundered and maintained by the Employer free of cost to the Employee.
- (b) Instead of the provision of such uniforms, the Employer may, by agreement with the Employee, pay such Employee a uniform allowance at the rate of \$1.23 per shift or part thereof on duty or \$6.24 per week, whichever is the lesser amount. Where such Employee’s uniforms are not laundered by or at the expense of the Employer, the Employee will be paid a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week, whichever is the lesser amount.
- (c) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- (d) Where an Employer requires an Employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an Employee, the Employer must reimburse the Employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the Employer.

17.2 Laundering of clothing other than uniforms

- (a) If during any day or shift, the clothing of an Employee (other than a uniform) is soiled in the course of the performance of their duties, the Employee will be paid a laundry allowance of \$0.32 cents per shift provided that:
 - (i) As soon as reasonably practicable the Employee provides notice of the soiling and, if requested, evidence that would satisfy a reasonable person of the soiling and/or how it occurred; and
 - (ii) At the time the clothing was soiled the Employee had complied with any reasonable requirement of the Employer in relation to the wearing of personal protective equipment either provided or paid for by the Employer in accordance with clause 17.1(d).

17.3 Repair and replacement of clothing other than uniforms

- (a) If the clothing of an Employee is soiled or damaged (excluding normal wear and tear) in the course of the performance of their duties, to the extent that its

repair or replacement is necessary, the Employer must reimburse the Employee for the reasonable cost incurred in repairing or replacing the clothing with a substitute item, provided that:

- (i) as soon as reasonably practicable the Employee provides notice of the soiling or damage and, if requested, evidence that would satisfy a reasonable person of the soiling or damage, how it occurred, and the reasonable repair or replacement costs;
 - (ii) at the time the clothing was soiled or damaged the Employee had complied with any reasonable requirement of the Employer in relation to the wearing of personal protective equipment either provided or paid for by the Employer in accordance with clause 17.1(d); and
 - (iii) the damage or soiling of an Employee's clothes is not caused by the negligence of the Employee.
- (b) This clause will not apply where an Employee is permitted or required to wear a uniform supplied by the Employer or is otherwise entitled to any payment under clause 17.1.

17.4 Meal allowances

- (a) An Employee will be supplied with an adequate meal where an Employer has adequate cooking and dining facilities or be paid a meal allowance of \$14.10 in addition to any overtime payment as follows:
- (i) when required to work more than one hour after the usual finishing hour of work or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour; and
 - (ii) provided that where such overtime work exceeds four hours a further meal allowance of \$14.10 will be paid.
- (b) Clause 17.4(a) will not apply when an Employee could reasonably return home for a meal within the meal break.
- (c) On request, meal allowance will be paid on the same day as overtime is worked.

17.5 First aid allowance

(a) **First aid allowance—full-time Employees**

- (i) A weekly first aid allowance of 1.67% of the standard rate per week will be paid to a full-time Employee where the Employee is required by the Employer to:
 - (A) hold a current first aid certificate; and
 - (B) be, in a given week, responsible for the provision of first aid to any employee of the Employer.

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

- (ii) The first aid allowance in 17.5(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 hours.

Note: For clarity, first aid allowances are payable only to Employees who are directed by the Employer to be responsible for providing first aid to their co-workers.

17.6 Travelling, transport and fares

- (a) Where an Employee is required and authorised by their Employer to use their motor vehicle in the course of their duties, the Employee is entitled to be reimbursed at the rate of \$0.92 per kilometre.
- (b) For clarity, if an Employee uses their motor vehicle to travel between locations at which they are rostered to perform work:
- (i) without there being a break in their shift pursuant to clause 21.6, the Employee will be entitled to the reimbursement set out at clause 17.6(a);
- (ii) during a break in their shift pursuant to clause 21.6, they will not be entitled to the reimbursement set out at clause 17.6(a).

Note: For clause 17.6(b)(ii), an Employee eligible to receive a broken shift allowance pursuant to clause 21.6 would receive that allowance.

- (c) When an Employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipted account(s) or other evidence acceptable to the Employer.
- (d) Provided that the Employee will not be entitled to reimbursement for expenses referred to in clause 17.6(c) which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.
- (e) An Employee required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to the Employer by the Employee.

17.7 Telephone allowance

- (a) Where the Employer requires an Employee to install and/or maintain a telephone for the purpose of being on call, the Employer will refund the installation costs and the subsequent rental charges on production of receipted accounts.

17.8 Heat allowance

- (a) Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius Employees will be entitled to 20 minutes rest after every two hours' work without deduction of pay.
- (b) It will be the responsibility of the Employer to ascertain the temperature.

17.9 Board and lodging

- (a) Where the Employer provides board and lodging, the wage rates prescribed in this Agreement will be reduced by the following amounts per week:
 - (i) Employees receiving full adult rate of pay—\$27.60; or
 - (ii) where the Employee buys their meals at ruling cafeteria rates, by an additional amount of—\$17.18.

17.10 On call allowance

- (a) An Employee required by the Employer to be on call (i.e. available for recall to duty at the Employer's or client's premises and/or for remote work) will be paid an allowance of:
 - (i) 2.0% of the standard rate (\$21.57) for any 24-hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday; or
 - (ii) 3.96% of the standard rate (\$42.72) in respect of any other 24-hour period or part thereof, or any public holiday or part thereof.

17.11 Broken shift allowance

- (a) An Employee required to work a broken shift with one unpaid break in accordance with clause 21.6(b) will be paid an allowance of 1.7% (\$18.34) of the standard rate, per broken shift.
- (b) An Employee who agrees to work a broken shift with two unpaid breaks in accordance with clause 21.6(c) will be paid an allowance of 2.25% (\$24.27) of the standard rate, per broken shift.

Note: Clause 21.6 sets out when an Employee works a broken shift.

18. Allowance adjustments

- 18.1** On and from the date that this Agreement commences to operate, the allowances in clause 17 will not fall below the corresponding allowances in the Award.

19. Superannuation

19.1 Superannuation legislation

- (a) 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)*, deals with the superannuation rights and obligations of employers and employees.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

19.2 Employer contributions

- (a) An Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

19.3 Voluntary Employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 19.2.
- (b) An Employee may adjust the amount the Employee has authorised their Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to their Employer.
- (c) The Employer must pay the amount authorised under clauses 19.3(a) or 19.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (b) was made.

19.4 Superannuation fund

- (a) To comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 19.2 to a superannuation fund that is chosen by the employee. If the Employee does not choose their superannuation fund or the Employee does not have a stapled superannuation fund, the Employer will make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or (b) to Australian Retirement Trust (previously known as Sunsuper), being the Employer's default superannuation fund.

20. Payment of wages

20.1 Wages will be paid weekly or fortnightly by cash, cheque or electronic funds transfer into the bank or financial institution account nominated by the Employee.

20.2 Payment on termination of employment

- (a) The Employer must pay an Employee no later than seven days after the day on which the Employee's employment terminates:
 - (i) the Employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the Employee under this Agreement and the NES.
- (b) The requirement to pay wages and other amounts in clause 20.2(a) is subject to further order of the Fair Work Commission, and the Employer making deductions authorised by this Agreement or the Act.

21. Ordinary hours of work and rostering

21.1 Ordinary hours of work

- (a) The ordinary hours of work will be 38 hours per week or an average of 38 hours per week and will be worked either:
 - (i) in a week of five days in shifts not exceeding eight hours each;
 - (ii) in a fortnight of 76 hours in 10 shifts not exceeding eight hours each; or
 - (iii) in a four week period of 152 hours to be worked as 19 shifts of eight hours each, subject to practicality.
- (b) By agreement, the ordinary hours in clause 21.1(a) may be worked up to 10 hours per shift.

21.2 Span of hours

(a) Day worker

- (i) The ordinary hours of work for a day worker will be worked between 6.00 am and 8.00 pm Monday to Sunday.

(b) Shiftworker

- (i) A shiftworker is an Employee who works shifts in accordance with clause 25—Shiftwork.

21.3 Rostered days off

- (a) Employees, other than a casual Employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, days off will be consecutive.

21.4 Rest breaks between rostered work

- (a) An Employee will be allowed a break of not less than 10 hours between the end of one shift or period of work and the start of another;
- (b) Notwithstanding the provisions of clause 21.4(a), by agreement between the Employee and the Employer, the break between:
 - (i) the end of a shift and the commencement of a shift contiguous with the start of a sleepover; or
 - (ii) a shift commencing after the end of a shift contiguous with a sleepover, may not be less than eight hours.

21.5 Rosters

- (a) The ordinary hours of work for each Employee will be displayed on a fortnightly roster in a place conveniently accessible to Employees. The roster will be posted at least two weeks before the commencement of the roster period.

- (b) Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email, facsimile or any electronic means of communication.
- (c) It is not obligatory for the Employer to display any roster of the ordinary hours of work of casual or relieving staff.
- (d) **Change in roster**
 - (i) Seven days' notice will be given of a change in a roster.
 - (ii) However, a roster may be changed at any time:
 - (A) if the change is proposed by an Employee to accommodate an agreed shift swap with another Employee, subject to the agreement of the Employer; or
 - (B) to enable the service of the organisation to be carried on where another Employee is absent from duty on account of illness, or in an emergency.
 - (iii) Clause 21.5(d) will not apply where the only change to the roster of a part-time Employee is the mutually agreed addition of extra hours to be worked such that the part-time Employee still has four rostered days off in that fortnight or eight rostered days off in a 28-day roster cycle, as the case may be.
- (e) Where practicable, accrued days off (ADOs) will be displayed on the roster.
- (f) **Client cancellation**
 - (i) Clause 21.5(f) applies where a client cancels a scheduled home care or disability service, within seven days of the scheduled service, which a full-time or part-time Employee was rostered to provide. For the purposes of clause 21.5(f), a client cancellation includes where a client reschedules a scheduled home care or disability service.
 - (ii) Where a service is cancelled by a client under clause 21.5(f)(i), the Employer may either:
 - (A) direct the Employee to perform other work during those hours in which they were rostered; or
 - (B) cancel the rostered shift or the affected part of the shift.
 - (iii) Where clause 21.5(f)(ii)(A) applies, the Employee will be paid the amount payable had the Employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.
 - (iv) Where clause 21.5(f)(ii)(B) applies, the Employer must either:
 - (A) pay the Employee the amount they would have received had the shift or part of the shift not been cancelled; or
 - (B) subject to clause 21.5(f)(v), provide the Employee with make-up time in accordance with clause 21.5(f)(vi).

- (v) The make-up time arrangement can only be used where the Employee was notified of the cancelled shift (or part thereof) at least 12 hours prior to the scheduled commencement of the cancelled service. If less than 12 hours' notice is provided, clause 21.5(f)(iv) applies.
- (vi) Where the Employer elects to provide make-up time:
 - (A) despite clause 21.5(a), the Employer must provide the Employee with seven days' notice of the make-up time (or a lesser period by agreement with the Employee);
 - (B) the make-up time must be worked within six weeks of the date of the cancelled service;
 - (C) the Employer must consult with the Employee in accordance with clauses 8.10 to 8.16 about changes to rosters or hours of work regarding when the make-up time is to be worked;
 - (D) the make-up time can include work with other clients or in other areas of the Employer's business provided the Employee has the skill and competence to perform the work; and
 - (E) an Employee who works make-up time will be paid the amount payable had the Employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.
- (vii) Clause 21.5(f) is intended to operate in conjunction with clause 21.5(d) and does not prevent an Employer from changing a roster under clause 21.5(d)(i) or 21.5(d)(ii).

21.6 Broken shifts

- (a) For the purpose of this clause, **broken shift** means a shift worked by an Employee that includes one or more unpaid breaks of more than 60 minutes each.
- (b) **Broken shift with one unpaid break**
 - (i) The Employer may only roster an Employee to work a broken shift of two periods of work with one unpaid break (other than a meal break).
 - (ii) The Employee rostered to work a broken shift with one unpaid break must be paid the allowance in clause 17.11(a).

Example: An Employee rostered to work from 8.00am to 10.00am at one location, then travel to a second location and work from 11.00am to 1.00pm would not get a broken shift allowance. In that case, the Employee would work a continuous shift of five hours including time spent travelling between each location of work. They would also receive the travel allowance set out in clause 17.6.

Example: An Employee rostered to work from 8.00am to 10.00am and then from 2.00pm to 4.00pm would get the broken shift allowance set out in clause

17.11(a). They would not be paid for any travel time during the break in their shift.

Example: An Employee rostered to work from 8.00am to 10.00am and then from 11.00am to 3.00pm would not get a broken shift allowance. Because they would work for more than five hours, they would be entitled to an unpaid meal break under clause 23.1, which the Employee would take between 10.00am and 11.00am.

(c) **Agreement to work a broken shift with two unpaid breaks**

- (i) Despite clause 21.6(b), the Employer and an Employee may agree that the Employee will work a broken shift of three periods of work with two unpaid breaks (other than meal breaks).
- (ii) An agreement under clause 21.6(b)(i) must be made before each occasion that the Employee is to work a broken shift with two unpaid breaks unless the working of the two break broken shift is part of the agreed regular pattern of work in an agreement made under clause 10.3 or subsequently varied.
- (iii) An Employee who works a broken shift with two unpaid breaks must be paid the allowance in clause 17.11(b).

Example: An Employee rostered (with agreement) to work from 8.00am to 12.00pm (first period of work), then from 2.00pm to 4.30pm (second period of work) and then from 6.00pm to 8.00pm (third period of work) with an unpaid break between each period of work would be paid the allowance in clause 17.11(b). The Employee would also be entitled to an unpaid meal break.

Example: An Employee rostered to work a shift from 8.00am to 12.00pm (first period of work), then from 1.00pm to 4.30pm (second period of work) and then from 6.00pm to 8.00pm would not be paid the broken shift allowance in clause 17.11(b). The unpaid break between the first and second periods of work is not more than 60 minutes, so it would count as an unpaid meal break under clause 23.1. The unpaid break between the second and third periods of work is more than 60 minutes, so the Employee would be paid the broken shift allowance in clause 17.11(a).

- (d) Where a break in work falls within a minimum payment period in accordance with clause 10.3(g) or 10.4(b) then it is to be counted as time worked and does not constitute a break in a shift for the purposes of clause 21.6(a)(i) or clause 21.6(b)(i).
- (e) Payment for a broken shift will be at ordinary pay with weekend, overtime and public holiday penalty rates to be paid in accordance with clauses 22—Saturday and Sunday work, 24—Overtime and penalty rates and 32—Public holidays.
- (f) An Employee must be paid the shift allowances in accordance with clause 25—Shiftwork in relation to work performed on a broken shift, provided that:
 - (i) the shift allowances are only payable in respect of periods of work in a broken shift that satisfy the definitions of afternoon shift, night shift and

public holiday shift (as defined by clause 25.2 and in accordance with clause 21.6(f)(i)).

- (ii) the night shift allowance is not payable for work performed on a night shift that commences before 6.00am.
- (g) The span of hours for a broken shift is up to 12 hours. All work performed beyond a span of 12 hours will be paid at double time.
- (h) An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

Example: If an Employee performs work on a broken shift from 8.00 am to 11.00am (first period of work) and then from 5.30 pm to 8.30 pm (second period of work), the afternoon shift allowance would be payable on the second period of work only.

21.7 Sleepovers

- (a) A sleepover means when the Employer requires an Employee to sleep overnight at premises where the client for whom the Employee is responsible is located (including respite care) and is not a 24-hour care shift pursuant to clause 21.8 or an excursion pursuant to clause 21.9.
- (b) The provisions of 21.5 apply for a sleepover. An Employee may refuse a sleepover in the circumstances contemplated in 24.5(d)(i) but only with reasonable cause.
- (c) The span for a sleepover will be a continuous period of eight hours. Employees will be provided with a separate room with a bed and clean linen, the use of appropriate facilities (including access to food preparation facilities and staff facilities where these exist) and free board and lodging for each night when the Employee sleeps over.
- (d) The Employee will be entitled to a sleepover allowance of 4.9% of the standard rate for each night on which they sleep over.
- (e) In the event of the Employee on sleepover being required to perform work during the sleepover period, the Employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.
- (f) An Employer may roster an Employee to perform work immediately before and/or immediately after the sleepover period, but must roster the Employee or pay the Employee for at least four hours' work for at least one of these periods of work. The payment prescribed by 21.7(d) will be in addition to the minimum payment prescribed by this subclause.
- (g) The dispute resolution procedure in clause 9 of this Agreement applies to the sleepover provisions.

21.8 24-hour care

- (a) A 24-hour care shift requires an Employee to be available for duty in a client's home for a 24-hour period. During this period, the Employee is required to provide the client with the services specified in the care plan. The Employee is required to provide a total of no more than eight hours of care during this period.
- (b) The Employer may only require an Employee to work a 24-hour care shift by agreement.
- (c) The Employee will be afforded the opportunity to sleep for a continuous period of eight hours during a 24-hour care shift and Employees will be provided with a separate room with a bed and clean linen, the use of appropriate facilities (including access to food preparation facilities and staff facilities where these exist) and free board and lodging for each night when the Employee sleeps over.
- (d) The Employee will be paid eight hours' work at 155% of their appropriate rate for each 24-hour period.
- (e) If the Employee is required to perform more than eight hours' work during a 24-hour care shift, that work shall be treated as overtime and paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half. The Employer and Employee may utilise the 'time off in lieu' arrangement in accordance with clause 24.2.
- (f) An Employee may refuse to work more than eight hours' work during a 24-hour care shift in circumstances where the requirement to work those additional hours is unreasonable.

21.9 Excursions

- (a) Where an Employee agrees to supervise clients in excursion activities involving overnight stays from home, the following provisions will apply:
 - (i) **Monday to Friday excursions**
 - (A) Payment at the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
 - (B) The Employer and Employee may agree to accrual of time instead of overtime payment for all other hours.
 - (C) Payment of sleepover allowance in accordance with the provision of clause 21.7.
 - (ii) **Weekend excursions**
 - (A) Where an Employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.

21.10 Remote work

- (a) This clause applies where an Employee is required by the Employer to perform remote work.
- (b) For the purpose of this clause, ‘**remote work**’ means the performance of work by an Employee at the direction of, or with the authorisation of, the Employer that is:
 - (i) not part of their ordinary hours of work rostered in accordance with clause 21.5 (or, in the case of casual Employees, not a designated shift); and
 - (ii) not additional hours worked by a part-time Employee under clause 27.1(b)(iii) or 10.3(e) or overtime contiguous with a rostered shift; and
 - (iii) not required to be performed at a designated workplace.
- (c) **Minimum payments for remote work**
 - (i) Where an Employee performs remote work, they will be paid for the time spent performing remote work, with the following minimum payments applying:
 - (A) where the Employee is on call between 6.00 am and 10.00 pm—a minimum payment of 15 minutes’ pay;
 - (B) where the Employee is on call between 10.00 pm and 6.00am—a minimum payment of 30 minutes’ pay;
 - (C) where the Employee is not on call—a minimum payment of one hour’s pay;
 - (D) where the remote work involves participating in staff meetings or staff training remotely—a minimum payment of one hour’s pay.
 - (ii) Any time worked continuously beyond the minimum payment period outlined above will be rounded up to the nearest 15 minutes and paid accordingly.
 - (iii) Where multiple instances of remote work are performed on any day, separate minimum payments will be triggered for each instance of remote work performed, save that where multiple instances of remote work are performed within the applicable minimum payment period, only one minimum payment period is triggered.
- (d) **Rates of pay for remote work**
 - (i) Remote work will be paid at the Employee’s minimum hourly rate unless one of the following exceptions applies:
 - (A) remote work performed outside the span of 6.00am to 8.00pm will be paid at the rate of 150% of the minimum hourly rate for the first two hours and 200% of the minimum hourly rate thereafter or, in the case of casual Employees, at 175% of the minimum hourly rate

for the first two hours and 225% of the minimum hourly rate thereafter;

- (B) remote work performed in excess of 38 hours per week or 76 hours per fortnight will be paid at the applicable overtime rate prescribed in clause 24.1;
 - (C) remote work performed in excess of 10 hours per day will be paid at the rate of 150% of the minimum hourly rate for the first two hours and 200% of the minimum hourly rate thereafter or in the case of casual Employees, 175% of the minimum hourly rate for the first 2 hours and 225% of the minimum hourly rate thereafter;
 - (D) remote work performed on a Saturday will be paid at the rate of 150% of the minimum hourly rate or, in the case of casual Employees, 175% of the minimum hourly rate;
 - (E) remote work performed on a Sunday, it will be paid at the rate of 200% of the minimum hourly rate or, in the case of casual Employees, 225% of the minimum hourly rate;
 - (F) remote work performed on a public holiday will be paid at the rate of 250% of the minimum hourly rate or, in the case of casual Employees, 275% of the minimum hourly rate.
- (ii) The rates of pay in clause 21.10(d)(i) above are in substitution for and not cumulative upon the rates prescribed in clauses 22—Saturday and Sunday work, 24—Overtime and penalty rates, 25—Shiftwork and 32—Public holidays.

(e) **Other requirements**

- (i) An Employee who performs remote work must maintain and provide to their Employer a time sheet or other record acceptable to the Employer specifying the time at which they commenced and concluded performing any remote work and a description of the work that was undertaken. Such records must be provided to the Employer within a reasonable period of time after the remote work is performed.

(f) **Miscellaneous provisions**

- (i) For the purpose of this clause, the term ‘**minimum hourly wage rate**’ means the minimum hourly wage rates prescribed by clause 15.
- (ii) Where remote work is performed, the minimum payments at clauses 10.3(g) and 10.4(b) do not apply.
- (iii) The performance of remote work will not count as work or overtime for the purpose of the following clauses:
 - (A) Clause 21.3—Rostered days off;
 - (B) Clause 21.4—Rest breaks between rostered work;
 - (C) Clause 24.3—Rest period after overtime;

(D) Clause 24.5—Rest break during overtime.

22. Saturday and Sunday work

- 22.1** Employees whose ordinary working hours include work on a Saturday and/or Sunday will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at 150% of the ordinary rate of pay, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at 200% of the ordinary rate of pay.
- 22.2** The rates in clause 22.1 are in substitution for and not cumulative upon the shift premiums prescribed in clause 25—Shiftwork and are not applicable to overtime worked on a Saturday and Sunday.
- 22.3** Casual Employees will be paid the casual loading in clause 10.4(a) in addition to the Saturday and Sunday rates at clause 22.1.
- 22.4** A casual Employee who works on a weekend will be paid at the following rates:
- (a) between midnight Friday and midnight Saturday – 175% of the ordinary rate of pay (inclusive of the casual loading); and
 - (b) between midnight Saturday and midnight Sunday – 225% of the ordinary rate of pay (inclusive of the casual loading).

23. Breaks

23.1 Meal breaks

- (a) Each Employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken at a mutually agreed time after commencing work.
- (b) Where an Employee is required to work during a meal break and continuously thereafter, they will be paid overtime for all time worked until the meal break is taken.
- (c) Where an Employee is required by the Employer to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at the ordinary rate of pay, and clause 23.1(a) does not apply. This paid meal period is to be counted as time worked.

23.2 Tea breaks

- (a) Every Employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the Employer and Employee.
- (b) Tea breaks will count as time worked.

24. Overtime and penalty rates

24.1 Overtime rates

(a) Full-time Employees

- (i) A full-time Employee will be paid the following payments for all work done in addition to their rostered ordinary hours on any day and, in the case of day workers, for work done outside the span of hours under clause 21.2(a):
 - (A) for all authorised overtime on Monday to Saturday, payment will be made at the rate of time and a half for the first two hours and double time thereafter;
 - (B) for all authorised overtime on a Sunday, payment will be made at the rate of double time;
 - (C) for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half; and
 - (D) overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause 25—Shiftwork, and Saturday and Sunday work premiums prescribed in clause 22—Saturday and Sunday work.

(b) Part-time Employees and casual Employees

- (i) All time worked by part-time or casual Employees in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
- (ii) All time worked by part-time or casual Employees which exceeds 10 hours per day, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
- (iii) Time worked up to the hours prescribed in clause 24.1(b)(ii) will, subject to clause 24.1(b)(i), not be regarded as overtime and will be paid for at the ordinary rate of pay (including the casual loading in the case of casual Employees).
- (iv) All time worked outside the span of hours by part-time and casual day workers will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
- (v) Overtime rates payable under clause 24.1(b) will be in substitution for and not cumulative upon the shift premiums prescribed in clause 25—Shiftwork and are not applicable to ordinary hours worked on a Saturday or Sunday.

24.2 Time off instead of payment for overtime

- (a) An Employee and Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
- (b) Any amount of overtime that has been worked by an Employee in a particular pay period and that is to be taken as time off instead of the Employee being paid for it must be the subject of a separate agreement under clause 24.2.
- (c) The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked.
- (d) Time off must be taken:
 - (i) within the period of three months after the overtime is worked; and
 - (ii) at a time or times within that period of three months agreed by the Employee and Employer.
- (e) If the Employee requests at any time, to be paid for overtime covered by an agreement under clause 24.2 but not taken as time off, the Employer must pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.
- (f) If time off for overtime that has been worked is not taken within the period of three months mentioned in clause 24.2(d), the Employer must pay the Employee for the overtime, in the next pay period following those three months, at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.
- (g) The Employer must keep a copy of any agreement under clause 24.2 as an Employee record.
- (h) An Employer must not exert undue influence or undue pressure on an Employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (i) An Employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the Employer and the Employee, instead of being paid for overtime worked by the Employee. If the Employer agrees to the request then clause 24.2 will apply, including the requirement for separate written agreements under clause 24.2(b) for overtime that has been worked.
- (j) If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which clause 24.2 applies has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.

24.3 Rest period after overtime

- (a) An Employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement

of their ordinary work on the next day or shift that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

- (b) If, on the instructions of the Employer, such an Employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

24.4 Recall to work overtime

- (a) An Employee who is recalled to work overtime after leaving the workplace and requested by their Employer to attend a workplace in order to perform such overtime work will be paid for a minimum of two hours' work at the appropriate rate for each time recalled. If the work required is completed in less than two hours the Employee will be released from duty.

24.5 Rest break during overtime

- (a) An Employee recalled to work overtime after leaving the Employer's or client's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime. All such time will be counted as time worked.
- (b) The meals referred to in clause 24.5(a) will be allowed to the Employee free of charge. Where the Employer is unable to provide such meals, a meal allowance, as prescribed in clause 17.2, will be paid to the Employee concerned.

25. Shiftwork

25.1 Engagement in shiftwork

- (a) Where an Employer wishes to engage an Employee in shiftwork, the Employer will advise the Employee in writing, specifying the period over which the shift is ordinarily worked.

25.2 Definitions

- (a) **Afternoon shift** means any shift which finishes after 8.00pm and at or before 12 midnight Monday to Friday.
- (b) **Night shift** means any shift which finishes after 12.00am (midnight) or commences before 6.00am Monday to Friday.
- (c) A **public holiday shift** means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

25.3 Shift allowances and penalty rates

- (a) An Employee 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.
- (b) An Employee who works a night shift will be paid a loading of 15% of their ordinary rate of pay for the whole of such shift.
- (c) An Employee 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.

25.4 Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepovers, except where broken in accordance with clause 21.6.

26. Higher duties

26.1 An Employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate as follows:

- (a) for two hours or less—the time so worked; or
- (b) where the time so worked exceeds two hours—a full day or shift.

27. Requests for flexible working arrangements

27.1 Employee may request change in working arrangements

- (a) Clause 27 applies where an Employee has made a request for a change in working arrangements under section 65 of the Act, in addition to that section of the Act.

27.2 Responding to the request

- (a) Before responding to a request made under section 65 of the Act, the Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:
 - (i) the needs of the Employee arising from their circumstances;
 - (ii) the consequences for the Employee if changes in working arrangements are not made; and
 - (iii) any reasonable business grounds for refusing the request.

27.3 What the written response must include if the Employer refuses the request

- (a) Clause 27.3 applies if the Employer refuses the request and has not reached an agreement with the Employee under clause 27.2.
- (a) The written response under section 65(4) of the Act must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

- (b) If the Employer and Employee could not agree on a change in working arrangements under clause 27.2, the written response under section 65(4) of the Act must:
 - (i) state whether or not there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances; and
 - (ii) if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

27.4 What the written response must include if a different change in working arrangements is agreed

- (a) If the Employer and the Employee reached an agreement under clause 27.2 on a change in working arrangements that differs from that initially requested by the Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

27.5 Dispute resolution

- (a) Disputes about whether the Employer has discussed the request with the Employee and responded to the request in the way required by clause 27, can be dealt with under clause 9—Dispute resolution.

28. Annual leave

28.1 Annual leave is provided for in the NES. This clause contains additional provisions.

28.2 Additional annual leave for shiftworkers

- (a) For the purpose of the NES, a shiftworker is:
 - (i) an Employee who works for more than four ordinary hours on 10 or more weekends during the yearly period in respect of which their paid annual leave accrues; or
 - (ii) an Employee who works at least eight 24-hour care shifts in accordance with clause 21.8 during the yearly period in respect of which their paid annual leave accrues; and

is entitled to an additional week's paid annual leave on the same terms and conditions.

28.3 Annual leave loading

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

28.4 Annual leave in advance

- (a) An Employer and Employee may agree in writing to the Employee taking a period of paid annual leave before the Employee has accrued an entitlement to the leave.
- (b) An agreement for an Employee to take annual leave in advance must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (c) The Employer must keep a copy of any agreement under clause 28.4 as an employee record.
- (d) If, on the termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 28.4, the Employer may deduct from any money due to the Employee on termination an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

28.5 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 28.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 28.5.
- (c) An Employer and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- (d) An agreement under clause 28.5 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 28.5 must be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than four weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is two weeks.
- (i) The Employer must keep a copy of any agreement under clause 28.5 as an Employee record.

28.6 Excessive leave accruals: general provision

- (a) An Employee has an **excessive leave accrual** if the Employee has accrued more than eight weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 28.2).
- (b) If an Employee has an excessive leave accrual, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 28.7 sets out how an Employer may direct an Employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 28.8 sets out how an Employee who has an excessive leave accrual may require an Employer to grant paid annual leave requested by the Employee.

28.7 Excessive leave accruals: direction by Employer that leave be taken

- (a) If an Employer has genuinely tried to reach agreement with an Employee under clause 28.6(b) but agreement is not reached (including because the Employee refuses to confer), the Employer may direct the Employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the Employer under clause 28.7(a):
 - (i) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than six weeks when any other paid annual leave arrangements (whether made under clause 28.6, 28.7 or 28.8 or otherwise agreed by the Employer and Employee) are taken into account; and
 - (ii) must not require the Employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the Employee to take a period of paid annual leave beginning less than eight weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the Employer and Employee.
- (c) The Employee must take paid annual leave in accordance with a direction under clause 28.7(a) that is in effect.
- (d) An Employee to whom a direction has been given under clause 28.7(a) may request to take a period of paid annual leave as if the direction had not been given.

28.8 Excessive leave accruals: request by Employee for leave

- (a) If an Employee has genuinely tried to reach agreement with an Employer under clause 28.6(b) but agreement is not reached (including because the Employer refuses to confer), the Employee may give a written notice to the Employer requesting to take one or more periods of paid annual leave.
- (b) However, an Employee may only give a notice to the Employer under clause 28.8(a) if:

- (i) the Employee has had an excessive leave accrual for more than six months at the time of giving the notice; and
 - (ii) the Employee has not been given a direction under clause 28.7(a) that, when any other paid annual leave arrangements (whether made under clause 28.6, 28.7 or 28.8 or otherwise agreed by the Employer and Employee) are taken into account, would eliminate the Employee's excessive leave accrual.
- (c) A notice given by an Employee under clause 28.8(a) must not:
- (i) if granted, result in the Employee's remaining accrued entitlement to paid annual leave being at any time less than six weeks when any other paid annual leave arrangements (whether made under clause 28.6, 28.7 or 28.8 or otherwise agreed by the Employer and Employee) are taken into account; or
 - (ii) provide for the Employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the Employee to take a period of paid annual leave beginning less than eight weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the Employer and Employee.
- (d) An Employee is not entitled to request by a notice under clause 28.8(a) more than four weeks' paid annual leave (or five weeks' paid annual leave for a shiftworker, as defined by clause 28.2) in any period of 12 months.
- (e) The Employer must grant paid annual leave requested by a notice under clause 28.8(a).

29. Personal/carer's leave and compassionate leave

29.1 Personal/carer's leave and compassionate leave are provided for in the NES.

30. Parental leave

30.1 Parental leave is provided for in the NES.

31. Community service leave

31.1 Community service leave is provided for in the NES.

32. Public holidays

32.1 Public holidays are provided for in the NES. This clause contains additional provisions.

32.2 Payment for working on a public holiday

- (a) An Employee required to work on a public holiday will be paid double time and a half of their ordinary rate of pay for all time worked.
- (b) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.
- (c) A casual Employee will be paid the casual loading in clause 10.4(a) in addition to the public holiday penalty rate in clause 32.2(a).
- (d) A casual Employee will be paid 275% of the ordinary rate of pay for hours worked on public holidays (inclusive of the casual loading).

33. Ceremonial leave

- 33.1 An Employee who is legitimately required by indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the Employer.

34. Family and domestic violence leave

- 34.1 Family and domestic violence leave is provided for in the NES.

35. Long service leave

- 35.1 Employees are entitled to Long Service Leave in accordance with provisions of the State or Territory legislation for the place in which they work.

36. Signatories to the Agreement

Signed for and on behalf of each of the Employers set out in Schedule D by the authorised representative of M & S Warner Pty. Ltd. ACN 093 485 628 ATF The Trustee for M & S Master Trust, Level 2, 601 Coronation Drive, Toowong QLD 4066, in the presence of:

^ _____
Signature of authorised representative

^ _____
Signature of witness

^ _____
Name of authorised representative (print)

^ _____
Name of witness (print)

^ _____
Position of authorised representative

Signed by [Employee bargaining representative to be inserted], in the presence of:

^ _____
Signature of employee

^ _____
Signature of witness

^ _____
Name of employee

^ _____
Name of witness (print)

^ _____
Position of employee

Schedule A – Classification Definitions—CAREGivers

A.1 CAREGiver level 1 (Home Care employee level 1 under the Award)

A position in this level has the following characteristics:

- (a) A person appointed to this position will have less than 12 months' experience in the industry.

A.1.2 Accountability and extent of authority

An Employee in this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and support and is responsible for the quality of their work.

A.1.3 Judgment and decision-making

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An Employee may resolve minor problems that relate to immediate work tasks.

A.1.4 Specialist knowledge and skills

Indicative but not exclusive tasks include: the undertaking of semi-skilled work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, minor maintenance jobs, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, other domestic services to keep a home tidy organising appointments, assistance with care of pets and care of indoor and outdoor pot plants.

A.1.5 Interpersonal skills

Positions in this level may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other Employees.

A.1.6 Qualifications and experience

An Employee in this level will have commenced on-the-job training which may include an induction course.

A.2 CAREGiver level 2 (Home Care employee level 2 under the Award)

A position in this level has the following characteristics:

A.2.1 Accountability and extent of authority

An Employee in this level performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures. May assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed.

A.2.2 Judgment and decision-making

In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented. Employees in this level are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

A.2.3 Specialist knowledge and skills

Indicative but not exclusive tasks include: the provision of personal care, supervising daily hygiene, laying out clothes and assisting in dressing, make beds, tidy rooms, other domestic services to keep a home tidy, preparation and cooking of meals and assistance with meals, dry cleaning, perform gardening duties, undertake basic repairs, clean, fitting and removal of aids and appliances, monitoring medications, fitting and changing of catheters, assistance with communication, accompanying clients on outings, domestic assistance and organising appointments.

A.2.4 Interpersonal skills

Positions in this level require oral communication skills and where appropriate written skills, with clients, members of the public and other Employees.

A.2.5 Qualifications and experience

As a minimum an Employee in this level will have satisfactorily completed the requirements of level 1 or equivalent. Indicative but not exclusive of the qualifications required in this level include Home Care Certificate or equivalent; or relevant experience/on-the-job training commensurate with the requirements of work in this level.

A.3 CAREGiver level 3 (Home Care employee level 3 under the Award)

A position in this level has the following characteristics:

A.3.1 Accountability and extent of authority

Employees perform work under general supervision. Employees in this level have contact with the public or other Employees which involves explanations of specific procedures and practices. Employees in this level are accountable for the quality,

quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

A.3.2 Judgment and decision-making

These positions require personal judgment. The nature of work is usually specialised with procedures well understood and clearly documented. The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

A.3.3 Specialist knowledge and skills

Indicative but not exclusive tasks include: computer and other office skills; prepare meals and special functions; provide input into meal planning; order foodstuffs and commodities; schedule work programs on a routine and regular basis; co-ordinate and direct the work of support staff including maintenance (no more than four); oversee and assist with the provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis and carry out general maintenance falling within the scope of trades skills.

A.3.4 Interpersonal skills

Positions in this level require skills in oral and written communication with clients, other Employees and members of the public.

A.3.5 Qualifications and experience

Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate 3 and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

A.4 CAREGiver level 4 (Home care employee level 4 under the Award)

A position in this level has the following characteristics:

A.4.1 Accountability and extent of authority

Employees are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level may provide direction, leadership, administration and rostering of direct care Employees.

A.4.2 Judgment and decision-making

The objectives of the work are well defined but the particular method, process of equipment to be used must be selected from a range of available alternatives. For

Employees undertaking rostering duties, the process often requires the quantification of the amount of resources needed to meet those objectives.

A.4.3 Specialist knowledge and skills

- (a) Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- (b) Indicative but not exclusive of the skills required include: the manipulation of data e.g. modify fields of information and create spreadsheets; create new forms of files or records using a computer based records system; access and extract information from external sources e.g. local authorities; roster staff and direct work programs; oversee the work and training of lower level Employees; provide guidance and counselling; assist in the development of budgets; order consumables and routine stock items used in domestic support areas; develop client care plans and oversee the provision of domestic services.

A.4.4 Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from members of the public and other Employees in the performance of well-defined activities. Employees in this level may also be expected to write reports in their field of expertise.

A.4.5 Qualifications and experience

An Employee in this level will have satisfactorily completed the requirements of a CAREGiver level 3 or equivalent as well as have relevant experience.

A.5 CAREGiver level 5 (Home care employee level 5 under the Award)

A position in this level includes care co-ordinator, foreperson and maintenance supervisor. A position in this level has the following characteristics:

A.5.1 Accountability and extent of authority

- (a) Positions in this level may co-ordinate resources and/or give support to more senior Employees or be engaged in duties of a specialist nature.
- (b) In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior Employees and a regular reporting mechanism to ensure adherence to plans.
- (c) Whatever the nature of the position, Employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.
- (d) Employees with co-ordination responsibilities are also required to ensure that all Employees under their direction are trained in safe working practices and in

the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

A.5.2 Judgment and decision-making

In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives. However, problems in this level are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required. Guidance and counsel may be available within the time available to make a choice.

A.5.3 Specialist knowledge and skills

Co-ordinators in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Co-ordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised Employees or groups of Employees.

A.5.4 Management skills

- (a) These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised Employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
- (b) The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and Employees' training and development.

A.5.5 Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from clients, members of the public and other Employees in the administration of defined activities and in the supervision of other Employees or groups of Employees. Employees in this level are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

A.5.6 Qualifications and experience

The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate or associate diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this level.

Schedule B – Classification Definitions—Key Players

B.1 Key Player level 1 (Home Care employee level 3 under the Award)

A position in this level has the following characteristics:

B.1.1 Accountability and extent of authority

Employees perform work under general supervision. Employees in this level have contact with the public or other Employees which involves explanations of specific procedures and practices. Employees in this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

B.1.2 Judgment and decision-making

These positions require personal judgment. The nature of work is usually specialised with procedures well understood and clearly documented. The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

B.1.3 Specialist knowledge and skills

Indicative but not exclusive tasks include: computer and other office skills; maintain mail register and records; schedule work programs on a routine and regular basis; co-ordinate and direct the work of support staff including maintenance (no more than four) and schedule maintenance work programs on a routine and regular basis.

B.1.4 Interpersonal skills

Positions in this level require skills in oral and written communication with clients, other Employees and members of the public.

B.1.5 Qualifications and experience

Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate 3 and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

B.2 Key Player level 2 (Home Care employee level 4 under the Award)

A position in this level has the following characteristics:

B.2.1 Accountability and extent of authority

Employees are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level may provide direction, leadership, administration and rostering of CAREGivers.

B.2.2 Judgment and decision-making

The objectives of the work are well defined but the particular method, process of equipment to be used must be selected from a range of available alternatives. For Employees undertaking rostering duties, the process often requires the quantification of the amount of resources needed to meet those objectives.

B.2.3 Specialist knowledge and skills

- (a) Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- (b) Indicative but not exclusive of the skills required include: the manipulation of data e.g. modify fields of information and create spreadsheets; create new forms of files or records using a computer based records system; access and extract information from external sources e.g. local authorities; roster staff and direct work programs; oversee the work and training of lower level Employees; provide guidance and counselling; assist in the development of budgets and order consumables and routine stock items used in domestic support areas.

B.2.4 Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from members of the public and other Employees in the performance of well-defined activities. Employees in this level may also be expected to write reports in their field of expertise.

B.2.5 Qualifications and experience

An Employee in this level will have satisfactorily completed the requirements of Key Player Level 1 or equivalent as well as have relevant experience.

B.3 Key Player level 3 (Home Care employee level 5 under the Award)

A position in this level has the following characteristics:

B.3.1 Accountability and extent of authority

- (a) Positions in this level may co-ordinate resources and/or give support to more senior Employees or be engaged in duties of a specialist nature.
- (b) In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior Employees and a regular reporting mechanism to ensure adherence to plans.
- (c) Whatever the nature of the position, Employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.

- (d) Employees with co-ordination responsibilities are also required to ensure that all Employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

B.3.2 Judgment and decision-making

In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives. However, problems in this level are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required. Guidance and counsel may be available within the time available to make a choice.

B.3.3 Specialist knowledge and skills

Co-ordinators in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Co-ordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised Employees or groups of Employees.

B.3.4 Management skills

- (a) These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised Employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
- (b) The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and Employees' training and development.

B.3.5 Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from clients, members of the public and other Employees in the administration of defined activities and in the supervision of other Employees or groups of Employees. Employees in this level are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

B.3.6 Qualifications and experience

The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate or associate diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this level.

Schedule C– Supported Wage System

C.1 This schedule defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

C.2 In this Schedule:

“approved assessor” means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual’s productive capacity within the supported wage system.

“assessment instrument” means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

“disability support pension” means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.

“relevant minimum wage” means the minimum wage prescribed in this Agreement for the class of work for which an Employee is engaged.

“supported wage system” (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au.

“SWS wage assessment agreement” means the document in the form required by the Department of Social Services that records the Employee’s productive capacity and agreed wage rate.

C.3 Eligibility criteria

C.3.1 Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

C.3.2 This Schedule does not apply to any existing Employee who has a claim against the Employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their employment.

C.4 Supported wage rates

C.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

| Assessed capacity (clause C.5) | Relevant minimum wage |
|---------------------------------------|------------------------------|
| % | % |
| 10 | 10 |
| 20 | 20 |
| 30 | 30 |
| 40 | 40 |
| 50 | 50 |
| 60 | 60 |
| 70 | 70 |
| 80 | 80 |
| 90 | 90 |

C.4.2 Provided that the minimum amount payable must be not less than **\$95** per week.

C.4.3 Where an Employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

C.5 Assessment of capacity

C.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the Employer and Employee and, if the Employee so desires, a union which the Employee is eligible to join.

C.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the Employer as a time and wages record in accordance with the Act.

C.6 Lodgement of SWS wage assessment agreement

C.6.1 All SWS wage assessment agreements under the conditions of this Schedule, including the appropriate percentage of the relevant minimum wage to be paid to the Employee, must be lodged by the Employer with the Fair Work Commission.

C.6.2 All SWS wage assessment agreements must be agreed and signed by the Employee and Employer parties to the assessment. Where a union which has an interest in the Award is not a party to the assessment, the assessment will be referred by the Fair

Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

C.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

C.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

C.9 Workplace adjustment

An Employer wishing to employ a person under the provisions of this Schedule must take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

C.10 Trial period

- C.10.1** In order for an adequate assessment of the Employee's capacity to be made, an Employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- C.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- C.10.3** The minimum amount payable to the Employee during the trial period must be no less than **\$95** per week.
- C.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- C.10.5** Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

Schedule D – Employers to which this Agreement covers and applies

- D.1.1** For the purpose of clause 2.1(a), this Agreement covers and applies to each of the following entities:

- (a) Masajoda Pty Ltd ACN 112 329 496 ATF The Trustee for HISC1 Trust ABN 19 017 362 244;
- (b) Lindsay Senior Care Pty Ltd ACN 654 117 932;
- (c) Hodges Care Pty Ltd ACN 638 496 901 ATF The Trustee for AM Hodges & AM Klemm Trust ABN 93 968 649 020;
- (d) A & V Meyers Pty Ltd ACN 162 524 629;
- (e) FJWR Pty Ltd ACN 159 469 584 ATF The Trustee for FJWR Unit Trust ABN 95 332 865 539;
- (f) Lomman Waigh Enterprises Pty Ltd ACN 155 390 935;
- (g) WMCC Ageing Pty Ltd ACN 656 880 518 ATF The Trustee for Strydom Family Trust ABN 60 492 535 768;
- (h) Skoric & Herbert Pty Ltd ACN 617 520 180 ATF The Trustee for B. Skoric & J. Herbert Family Trust ABN 77 511 915 958;
- (i) Vamjam Pty Ltd ACN 142 721 819 ATF The Trustee for Beaufort Family Trust ABN 67 832 075 132;
- (j) Taulien Pty Ltd ACN 630 272 392;
- (k) G & G Healthcare Pty Ltd ACN 624 972 863;
- (l) Sumac (Vic) Pty Ltd ACN 65 153 249 686;
- (m) R.V Warwick Pty. Ltd. ACN 054 685 120;
- (n) Kerrie Ward Enterprises Pty Ltd ACN 637 759 150;
- (o) Cocoon Care Services Pty Ltd ACN 633 907 838;
- (p) Beaufort & Sons Pty Ltd ACN 626 965 526;
- (q) Jemima J Pty. Limited ACN 145 344 627;
- (r) Yours In Caring Pty Ltd ACN 611 951 896;
- (s) Bismatro Pty Ltd ACN 143 618 384;
- (t) With You Home Care Pty Ltd ACN 628 578 227 ATF The Trustee for the Conte Family Trust ABN 55 717 955 846;
- (u) Companions in Care Pty Ltd ACN 616 452 718 ATF The Trustee for Companions in Care Unit Trust ABN 42 543 425 919;
- (v) Miscim Pty Ltd ACN 612 743 254;
- (w) Perth Senior Care Pty Ltd ACN 637 906 796;
- (x) Senior Care Group Pty Ltd ACN 605 592 541 ATF The Trustee for Senior Care Group Trust ABN 98 951 882 015;
- (y) Amberlie Pty Limited ACN 615 246 967;

- (z) B & W Chinsson Pty Ltd ACN 609 412 062 ATF The Trustee for B & W Chinsson ABN 59 538 394 391;
- (aa) Vanguard Tiger Pty Ltd ACN 609 412 062;
- (bb) Long & Stamps Pty Ltd ACN 601 224 426;
- (cc) S. T. McGarry Pty Limited ACN 142 795 855;
- (dd) OIY Pty Ltd ACN 119 740 457;
- (ee) Grace and Ease Pty Ltd ACN 625 269 070;
- (ff) Sawinaro Pty Ltd ACN 161 836 451.