



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Calvary Home Care Services Ltd
(AG2020/716)

CALVARY HOME CARE SERVICES LIMITED SUPPORT WORKERS AND ADMINISTRATIVE AND OPERATIONAL EMPLOYEES (NSW AND ACT) - ENTERPRISE AGREEMENT 2019

Social, community, home care and disability services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 18 MAY 2020

Application for approval of the Calvary Home Care Services Limited Support Workers and Administrative and Operational Employees (NSW and ACT) - Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *Calvary Home Care Services Limited Support Workers and Administrative and Operational Employees (NSW and ACT) - Enterprise Agreement 2019 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

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

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

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

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The Health Services Union of Australia being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to

cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 25 May 2020. The nominal expiry date of the Agreement is 31 January 2023.



DEPUTY PRESIDENT

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Annexure A

FAIR WORK COMMISSION

MATTER NO: AG2020/716

APPLICANT: Calvary Home Care Services Limited

UNDERTAKINGS

I, Kelsie Mitchell, Director Human Resources, give the following undertakings on behalf of the Applicant employer, in accordance with section 190 of the Fair Work Act 2009, in regard to the *Calvary Home Care Services Limited Support Worker and Administrative and Operational Employees (NSW and ACT) Enterprise Agreement 2019 (Agreement)*:

1. Clause 20(d) is to be amended to include clause 20(d)(iv) as follows:

(d) Time off instead of payment for overtime

....

(iv) If the employee requests at any time, to be paid for overtime covered by an agreement under this subclause (d) 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.

2. Clause 29(d) of the Agreement will be replaced, and a new subclause 29(e) will be included, as follows:

(d) The provision of mandatory training and skills updates is a joint responsibility between the Employer and Employee. Attendance at mandatory training and skills update sessions provided by the Employer is the responsibility of the Employee.

(e) Mandatory training:

(1) undertaken during ordinary hours will be paid at the ordinary rate of pay and, as applicable, per the applicable shift or penalty rate for such hours.

(2) may be offered via e-learning packages supplied by the Employer. Where training is undertaken via e-learning, the Employee will undertake such training during the Employee's ordinary hours of work, at a time/ times allocated and agreed with the Employer, unless otherwise approved by the Employer.

(3) approved by the Employer to be undertaken outside of ordinary hours will be paid in accordance with clause 20 – Overtime.

3. A new clause 34(f) is to be included in the Agreement as follows:

First aid allowance—full-time employees

(a) A weekly first aid allowance of \$16.51 per week will be paid to a full-time employee where:

(i) an employee is required by the employer to hold a current first aid certificate; and

(ii) an employee, other than a home care employee, is required by their employer to perform first aid at their workplace; or

(iii) a home care employee is required by the employer to be, in a given week, responsible for the provision of first aid to employees employed by the employer.

First aid allowance—casual and part-time employees

(b) The first aid allowance in (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.



Kelsie Mitchell
Director Human Resources
Date: 15/05/20

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

CALVARY HOME CARE SERVICES LIMITED

**SUPPORT WORKER AND ADMINISTRATIVE
AND OPERATIONAL EMPLOYEES (NSW and
ACT)**

ENTERPRISE AGREEMENT

2019

ENTERPRISE AGREEMENT

1. ARRANGEMENT

The Agreement is arranged as follows:

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2. NAME OF THE AGREEMENT

This Agreement shall be known as the *Calvary Home Care Services Limited Support Worker and Administrative and Operational Employees (NSW and ACT) –Enterprise Agreement 2019*.

3. DEFINITIONS

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

- (a) **Fair Work Act** means the *Fair Work Act 2009* as amended or substituted from time to time.
- (b) **FWC** means the Fair Work Commission, the statutory body established under the Fair Work Act or any successor organisation established under Commonwealth legislation which performs the functions of conciliation and arbitration.
- (c) **Employer** means Calvary Home Care Services Ltd (ABN 44 118 225 559)
- (d) **Immediate family** of an Employee means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
 - (iii) spouse includes a former spouse.
 - (iv) de facto partner of an Employee:
 - (1) means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and
 - (2) includes a former de facto partner of the Employee.
- (e) **Service and Continuous Service** shall be as defined in s.22 of the Fair Work Act.
- (f) **Employees** means all support workers and operational employees (as defined) employed by the Employer in the classifications set out at Schedule 1.
- (g) **Agreement** means the *Calvary Home Care Services Limited Support Worker and Administrative and Operational Employees –Enterprise Agreement 2019*.
- (h) **NES** means the National Employment Standards, being the legislated minimum standards for employment conditions under the Fair Work Act
- (i) **HSU** means the Health Services Union – NSW Branch
- (j) **Superannuation Law** means any requirement under the Superannuation Industry (Supervision) Act 1993 (Cth), Superannuation Industry (Supervision) Regulations 1994 (Cth), Superannuation Guarantee (Administration) Act 1992 (Cth), Superannuation Guarantee (Administration) Regulations 1993 (Cth), Superannuation Guarantee Charge Act 1992 (Cth), and any other present or future legislation which the Employer must comply with to satisfy its superannuation obligations to the Employees.

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- (k) **Ordinary rate of pay** means the rate of pay set out in Appendix 1 as applicable to an Employee, as adjusted in accordance with 11, but does not include overtime, penalty rates, allowances, loadings, shift penalties, incentives, bonuses and other ancillary payments of a like nature.

4. **COVERAGE**

The Agreement shall cover:

- (a) Calvary Home Care Services Limited (ABN 44118 225 559) ("the Employer"); and
- (b) Employees employed by the Employer in the State of New South Wales and the Australian Capital Territory, as classified in Schedule 1 of this Agreement; and
- (c) It is the intention of this Agreement that the HSU will be covered by this Agreement. However, the HSU will only be covered by this Agreement if notice is provided in accordance with section 183 of the Fair Work Act.

5. **SCOPE OF THE AGREEMENT**

The Agreement sets out the minimum terms and conditions of employment for Employees.

6. **RELATIONSHIP TO NES**

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

7. **DATE AND PERIOD OF OPERATION**

This Agreement will commence operation from the 7th day after the Agreement is approved by the FWC and will remain in force until the nominal expiry date of 31 January 2023 and thereafter in accordance with the Fair Work Act.

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

8. **POSTING OF THE AGREEMENT**

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

9. **CONSULTATION REGARDING CHANGE**

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

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- (ii) a proposal to introduce a change to their regular roster or ordinary hours of work.
 - (c) The relevant Employees may appoint a representative, which may be a representative from the HSU for the purposes of the procedures in this term.
 - (d) If:
 - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise the Employer of the identity of the representative;the Employer must recognise the representative.
 - (e) As soon as practicable after making its decision, the Employer must
 - (i) discuss with the relevant Employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the Employees; and
 - (3) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (ii) for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the Employees; and
 - (3) any other matters likely to affect the Employees.
 - (iii) Subject to (e)(i) and (ii), for a change to the Employees' regular roster or ordinary hours of work, the Employer is required to:
 - (1) to provide information to the Employees about the change; and
 - (2) to invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (3) to consider any views given by the Employees about the impact of the change.
 - (f) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
 - (g) If a term in the enterprise 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 subclauses (b),(c) and (e) are taken not to apply.
 - (h) In this term, a major change is **likely to have a significant effect on Employees** if it results in the termination of the employment of Employees; or major change to the composition, operation or size of the Employer's workforce or to the skills
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required of Employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain Employees; or the need to relocate Employees to another workplace; or the restructuring of jobs.

- (i) In this term, **relevant Employees** means the Employees who may be affected by the major change.

10. DISPUTE RESOLUTION PROCEDURE

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

11. WAGES

- (a) The wage rates, as adjusted in accordance with subclause (c), are set out at Appendix 1 of the Agreement.
- (b) The wage rates effective from the date the Agreement comes into operation are set out in Appendix 1.
- (c) The wage increases will be payable as follows:-
- (i) 2.0% will be payable from the beginning of the first full pay period to commence on or after 1 February 2021;
- (ii) 2.0% will be payable from the beginning of the first full pay period to commence on or after 1 February 2022.
- (d) Any further wage increase will be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.
- (e) Payment of Wages will be by electronic transfer into the Employee's nominated financial institution account at the end of each fortnightly pay period, along with an

electronic pay advice. Wherever practicable such payment shall be available for withdrawal by Employees on the designated pay day. Any other form of payment will be at the discretion of the Employer by agreement with the Employee.

- (f) Where the wages are not available to the Employee by such time due to circumstances beyond the Employer's control, the Employer shall not be held accountable for such delay.
- (g) If a public holiday falls on a normal payroll processing day, payment may be delayed by one day.

12. PAY SLIPS

- (a) In accordance with the Fair Work Act and the *Fair Work Regulations 2009* each Employee will be provided a payslip, which may be in electronic form.
- (b) Employees have the right to request information about any of their leave balances at any time via the MyKiosk.

13. SALARY SACRIFICE/PACKAGING ARRANGEMENTS

- (a) Employees may be able to make voluntary pre-tax contributions or payments through a written salary sacrifice/packaging agreement between the Employer and the Employee. The Employer will pay the salary sacrifice/packaging amount in accordance with the salary sacrifice/packaging agreement.
- (b) An Employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrifice/packaging contribution for their benefit.
- (c) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice/packaging arrangement was not in place. The Employees will be offered the opportunity to choose from the list of benefits, which will be paid by the Employer, through the provider of the service, instead of receiving gross salary. Gross salary is reduced by the amount of the benefits paid by the Employer. The new gross salary is then subject to PAYG tax.
- (d) The Employer will nominate a provider of salary sacrifice/packaging services to manage these arrangements. The cost of the administration of the salary sacrifice/packaging arrangement is to be borne by the Employee and deducted from the Employee's account each fortnight.
- (e) The Employer shall meet the cost of implementing the administrative and payroll arrangements, necessary for the operation of salary sacrifice/packaging arrangements, under this Agreement.
- (f) All existing entitlements such as superannuation, leave loading, penalties and overtime etc., will be based on the pre-packaged salary.
- (g) The parties recognise the need for Employees to seek independent financial and taxation advice and strongly recommend that Employees consider such advice prior to entering into salary sacrifice/packaging arrangements.
- (h) The Employees covered under this Agreement will have access to salary sacrifice/packaging arrangements subject to the following provisions:
 - (i) Accessing a salary sacrifice/packaging arrangement is a voluntary decision to be made by the individual Employee.
 - (ii) The Employee wishing to enter into a salary sacrifice/packaging arrangement will be required to sign a document which indicates that:

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- (1) The Employee has understood and decided on the need for independent and expert advice in relation to entering into such an arrangement and;
 - (2) The Employee understands that in the event that Fringe Benefits Tax (FBT) becomes payable on the benefit items which are selected, the salary sacrifice/packaging arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary sacrificing to the Employer does not increase.
 - (3) If the Employee elects to continue with sacrificing, the cost of the payment of the FBT will be passed back to the Employee, or benefit items can be converted back to the agreed salary as per this Agreement.
 - (4) that upon resignation or termination of employment the Employer shall be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.
- (i) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the Employer will advise the Employee concerned. The salary sacrifice/packaging contribution arrangement will be terminated or amended to comply with such laws.
 - (j) Unless otherwise agreed by the Employer, an Employee may terminate their salary sacrifice/packaging arrangement by giving written notice of not less than one month, provided the terms of any other agreement relating to the salary sacrifice/packaging benefit are met.

14. SUPERANNUATION

(a) Employer Contributions

The Employer will make superannuation contributions to an Employee's Fund for the benefit of the Employee at such amount as is required so as to avoid the Employer being required to pay the superannuation guarantee charge under the Superannuation Law with respect to that Employee.

(b) "The Fund" for the purpose of this Agreement shall mean:

- (i) Health Employees Superannuation Trust of Australia (HESTA) established and governed by a trust deed as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
 - (ii) a complying fund other than that specified in subclauses (b)(i) chosen by the Employee.
- (c) Upon commencement of employment, the Employer will provide each Employee with membership forms for the Fund listed at clause 14(b) and will forward the completed membership forms for the Employee's choice of fund within 28 days. In the event the Employee has not completed an application form within 28 days, the Employer will forward contributions and Employee details to HESTA (**Default Fund**). The Default Fund offers a MySuper product.
 - (d) In addition to the Employer's statutory contributions to the Fund an Employee may make additional contribution from their salary, and on receiving written authorisation from the Employee, the Employer must commence making contributions to the Fund in accordance with the Superannuation Law.

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- (e) Superannuation fund payments will be made in accordance with trust fund deeds.
 - (f) Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

15. HOURS OF WORK

- (a) The ordinary hours of work for a full-time Employee will be an average of 38 hours per week, 76 hours per fortnight or 152 hours over 28 days.
- (b) The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- (c) Rostered days off

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.

- (d) Rest breaks between rostered work
 - (i) 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;
 - (ii) Notwithstanding the provisions of subclause (i), by agreement between the Employee and the Employer, the break between:
 - (1) the end of a shift and the commencement of a shift contiguous with the start of a sleepover; or
 - (2) a shift commencing after the end of a shift contiguous with a sleepovermay not be less than eight hours.

- (e) Broken shifts

This clause only applies to support workers.

- (i) A **broken shift** means a shift worked by an Employee that includes one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours.
- (ii) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clause 22—Shift and Weekend Work, with shift allowances being determined by the finishing time of the broken shift.
- (iii) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (iv) An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.
- (v) Where an Employee works a broken shift in accordance with this clause, effective from the first full pay period on or after (**EFFPPOA**) 1 July 2021, full-time and part-time Employees will be entitled to payment of a broken shift allowance of \$10.13 per shift.

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- (vi) Employees covered by the *CatholicCare (Diocese of Maitland-Newcastle) Aged Care Enterprise Agreement 2008-2009* prior to this Agreement coming into operation as listed in Appendix 2 will be covered by a 'grandparenting' arrangement by which they will receive a broken shift allowance of \$20 per fortnight effective from the date of operation of this Agreement. This 'grandparenting' arrangement will cease to apply EFPPOA 1 July 2021.

(f) Sleepovers

- (i) A sleepover means when the Employer requires an Employee to sleep overnight at premises where the client for whom the Employee is responsible is located (including respite care) and is not a 24 hour care shift pursuant to clause (g) or an excursion pursuant to clause (h).
- (ii) Sleepovers will be rostered in accordance with clause 21. An Employee may refuse a sleepover in the circumstances where they have not been given 7 days' notice of such but only with reasonable cause.
- (iii) The span for a sleepover will be a continuous period of eight hours. Employees will be provided with a separate room with a bed (or other acceptable sleeping arrangements in exceptional circumstances), use of appropriate facilities (including staff facilities where these exist) and free board and lodging for each night when the Employee sleeps over.
- (iv) The Employee will be entitled to a sleepover allowance as listed in Appendix 1 for each night on which they sleep over.
- (v) In the event of the Employee on sleepover being required to perform work during the sleepover period, the Employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.
- (vi) The Employer may roster an Employee to perform work immediately before and/or immediately after the sleepover period, but must roster the Employee or pay the Employee for at least four hours' work – which may be made up of hours immediately before and/ or after the sleepover period. The payment prescribed by (iv) will be in addition to the minimum payment prescribed by this subclause.
- (vii) The dispute resolution procedure in clause 10 of this Agreement applies to the sleepover provisions.

(g) 24 hour care

This clause only applies to support workers.

- (i) A **24 hour care** shift requires an Employee to be available for duty in a designated client location for a 24 hour period. During this period, the Employee is required to provide the client with the services specified in the care plan. The Employee is required to provide a total of no more than eight hours of care during this period. Subject to prior approval from the Employer, an Employee may undertake care hours in excess of eight during such period and will be paid at the overtime penalty rate of double time.
- (ii) The Employee will normally have the opportunity to sleep during a 24 hour care shift and, where appropriate, a bed in a private room or suitable alternative will be provided for the Employee.

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- (iii) The Employee engaged will be paid eight hours work at 155% of their appropriate rate for each 24 hour period.

- (h) Excursions

Where an Employee agrees to supervise clients in excursion activities involving overnight stays at designated locations, the following provisions will apply:

- (i) Monday to Friday excursions

- (1) 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.
- (2) The Employer and Employee may agree to accrual of time instead of overtime payment for all other hours.
- (3) Payment of sleepover allowance in accordance with the provision of clause 15 (f).

- (ii) Weekend excursions

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.

16. SPAN OF HOURS

- (a) The ordinary hours of work for a day worker will be worked between 6.00 am and 8.00 pm Monday to Sunday.
- (b) A shiftworker is an Employee who works shifts in accordance with clause 22 of this Agreement.

17. FULL-TIME EMPLOYMENT

A full-time Employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 15(a) of this Agreement.

18. PART-TIME EMPLOYMENT

- (a) A part-time Employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours up to but not exceeding an average 38 hours in any one week. Where the Employee is employed on a part-time basis he or she shall be paid the ordinary appropriate hourly rate prescribed for the classification in which they are employed.
- (b) The provisions of this Agreement shall apply on a pro rata basis to part-time Employees.
- (c) Before commencing employment, the Employer and Employee shall agree in writing on:
 - (i) the number of hours of work which is guaranteed to be provided and paid to the Employee each fortnight (**the guaranteed hours**); and
 - (ii) the days of the week, and the periods in each of those days, when the employee will be available to work the guaranteed hours (**the Employee's availability**).

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- (d) A part-time support worker Employee will be engaged on any one day for no less than two hours.

- (e) Review of part-time hours

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

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

19. CASUAL EMPLOYMENT

- (a) A casual Employee is an Employee engaged on an irregular or occasional basis to supplement the workforce to meet fluctuations in the needs of programs or in place of an Employee who is absent, or in an emergency.
- (b) A casual Employee shall be engaged by the day or by the hour, at the discretion of the Employer, provided that the minimum engagement on any one day is no less than
 - (i) Employees (excluding support workers) —3 hours;
 - (ii) support workers —1 hour;
- (c) An Employee so engaged shall be paid for all time worked at an hourly rate calculated on the basis of 1/38th of the appropriate weekly rate of pay for the classification in which engaged, plus a casual loading of 25%.
- (d) A casual Employee will be paid:
 - (i) shift penalties calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay;
 - (ii) weekend, public holiday and overtime penalties calculated on the ordinary rate of pay in lieu of the casual loading. Provided that, effective the first full pay period on or after 1 July 2020 - weekend, public holiday and overtime penalties will be calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- (e) Casual Employees are paid a casual loading instead of paid leave entitlements accrued by full-time employees. Casual employees are not entitled to paid annual leave, paid personal leave or payment for public holidays not worked.

(f) Client Cancellation – Casual Support Workers

Where a client cancels or changes their scheduled appointment and:

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

the Employee shall be paid for the hour(s) worked, provided that he/she receive no less than 1 hour's ordinary pay for that day.

(g) Casual Conversion

- (i) A casual Employee who has been rostered on a regular and systematic basis over 26 weeks, (provided that the rostering pattern has not resulted from coverage for extended absences such as parental leave, long service leave, workers compensation leave and extended sick leave), has the right to request conversion to permanent employment and that request will not be unreasonably refused by the Employer.
- (ii) The Manager may consent to or refuse the request. The request will be refused where the hours worked are as a result of a casual Employee covering absences of permanent staff that are expected to return to work or fluctuations in occupancy/ resident care requirements.

20. OVERTIME

- (a) Where a full-time Employee is required and authorised by the Employer to work in excess of their rostered ordinary hours on any day such excess hours are to be paid as follows:

- (i) Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter;
- (ii) Sunday—double time; and
- (iii) Public holidays—double time and a half.

- (b) Where a part-time or casual Employee is required and authorised by the Employer to work in excess of:

- (i) 10 hours per day; or
- (ii) 76 hours in a fortnight

the Employee will be paid the overtime penalty rates set out at clause (a)(i), (a)(ii) and (a)(iii)

- (c) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend penalty rates prescribed in clause 22 Shift and Weekend Work and the casual loading set out at clause 19(c).

- (d) Time off instead of payment for overtime

- (i) An Employee and the Employer may agree in writing for the Employee to take time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
- (ii) The period of time off that an Employee is entitled to take off is the same as the number of overtime hours worked (time for time).

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- (iii) If time off for overtime that has been worked is not taken within the period of 3 months or on termination of employment, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.
 - (e) Rest period after overtime
 - (i) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
 - (ii) An Employee, other than a casual Employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (iii) If, on the instruction of the Employer, an Employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The Employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.
 - (f) Rest break during overtime

An Employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.
 - (g) Recall to work overtime

An Employee recalled to work overtime after leaving the Employer's or client's premises will be paid for a minimum of two hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than two hours the Employee will be released from duty.
 - (h) Rest break during overtime
 - (i) 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.
 - (ii) The meals referred to in clause (i) 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 34(e), will be paid to the Employee concerned.
 - (i) Recall to work when on call

An Employee, who is required to be on call and who is recalled to work, will be paid for a minimum of two hours work at the appropriate overtime rate.
 - (j) Recall to work when not on call
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- (i) An Employee who is not required to be on call and who is recalled to work after leaving the Employer's premises will be paid for a minimum of three hours work at the appropriate overtime rate.
 - (ii) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an Employee is recalled within three hours of their rostered commencement time, and the Employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
 - (iii) An Employee who is recalled to work will not be obliged to work for three hours if the work for which the Employee was recalled is completed within a shorter period.
 - (iv) If an Employee is recalled to work, the Employee will be provided with transport to and from their home or will be refunded the cost of such transport.

21. ROSTERS

- (a) The Employer shall provide a roster seven (7) days in advance, noting that as a minimum the roster will be provided on a Friday for the following week.
- (b) Rostering arrangements and subsequent changes to rosters may be communicated by telephone, direct contact, mail, email or facsimile.
- (c) Client Cancellation (Part Time and Full Time staff)
 - (i) Where a client cancels for reasons other than those outlined in subclause (c)(ii), permanent Employees shall be entitled to receive payment for their guaranteed minimum number of contracted hours in that pay period. The Employer may direct the Employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other home care clients.
 - (ii) Where the Employer is unable to meet the guaranteed minimum number of contracted hours of a permanent Employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:
 - (1) Work shall be re-allocated from casual Employees to the permanent Employee; or
 - (2) Hours shall be reallocated from another Employee who is working hours additional to their guaranteed minimum number of hours; or
 - (3) Where the Employee requests, the Employee may have access to annual or long service leave; or
 - (4) Nothing in this clause shall prohibit the Employee and Employer reaching agreement as to a period of authorised unpaid leave.

22. SHIFT AND WEEKEND WORK

- (a) In addition to any other rates prescribed elsewhere in this Agreement an Employee rostered to work ordinary hours of duty on afternoon shift or night shift shall be paid the following penalties in addition to the ordinary rate of pay for such period of shift work
 - (i) afternoon shift - 12.5% penalty

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- (ii) night shift - 15% penalty
 - (iii) public holiday - 150% penalty
 - (b) For the purposes of this Agreement
 - (i) **Afternoon shift** means any shift which finishes after 8.00 pm and at or before 12 midnight Monday to Friday.
 - (ii) **Night shift** means any shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday.
 - (iii) A **public holiday shift** means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.
 - (c) Weekend work

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 the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of double time. These extra rates will be in substitution for and not cumulative upon the shift penalties prescribed in clause (a) and the casual loading prescribed in clause 19(c), subject to the provisions of clause 19(d)(ii), and are not applicable to overtime hours worked on a Saturday or a Sunday.

23. MEAL AND REST BREAKS

- (a) Each Employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken 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(a) does not apply. This paid meal period is to be counted as time worked.
- (d) Tea breaks
 - (i) Every Employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the Employer and Employee.
 - (ii) Tea breaks will count as time worked.

24. PARENTAL LEAVE

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

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- (ii) Employees who are eligible for paid parental leave are entitled to such leave as follows:

Years of Continuous Service	Paid Maternity/Adoption Leave Entitlement^{1, 2}	Paid Partner Leave Entitlement
40 weeks to 1 year and thereafter	9 weeks	1 week To be taken at any time within four weeks from the birth of the child

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

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

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

(b) Right to request

- (i) An Employee entitled to parental leave pursuant to the provisions of this Clause may request the Employer to allow the Employee:
- (1) To extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
 - (2) To return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

- (ii) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The Employee's request and the Employer's decision made under (i) and (ii) must be recorded in writing
- (iv) Request to return to work part-time

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

25. ANNUAL LEAVE

- (a) Employee's (excluding casual Employees) entitlement to leave
- (i) Employees will be entitled to four weeks annual leave in respect of any 12 months service with the Employer.

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- (ii) A shiftworker (as defined herein) will be entitled to five weeks annual leave for each 12 months service with the Employer. A shift worker for the purposes of the NES and this clause is an Employee who:

- (1) works for more than four ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues and is entitled to an additional week's annual leave on the same terms and conditions.

- (iii) Counter Leave

- (1) In addition to the annual leave entitlement set out at subclause (a)(i), full-time and part-time Employees:
- (2) covered by the *CatholicCare (Diocese of Maitland-Newcastle) Aged Care Enterprise Agreement 2008-2009* prior to this Agreement coming into operation as listed in Appendix 2; and
- (3) who are rostered to work their ordinary hours on Sundays and/or public holidays during each 12-month period of continuous service;

will be entitled to receive additional paid annual leave as follows:

Sunday and/ or PH shifts	Full-time Employee Additional Leave entitlement	Part-time Employee Additional Leave entitlement
4 -10 shifts	1 day	0.2 weeks
11 -17 shifts	2 days	0.4 weeks
18 - 24 shifts	3 days	0.6 weeks
25 - 31 shifts	4 days	0.8 weeks
32 or more shifts	5 days	1 week

- (4) Provided that any entitlement to additional annual leave for Employees set out above at (iii)(1)(A) will be in accordance with either:

- (5) subclause (a)(iii)(1); or

- (6) subclause (a)(ii);

whichever gives the greater entitlement.

- (iv) Annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

- (b) Employee taken to not be on paid annual leave at certain times

- (i) If the period during which an Employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid annual leave on that public holiday.

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- (ii) Where other periods of leave occur (other than unpaid parental leave), or a period of absence from employment for community service leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence. Where such absence is a personal leave absence the Employee will be required to supply a medical certificate to the Employer for the period of absence.
 - (c) Effect of termination on annual leave

On the termination of their employment, an Employee will be paid for their accrued, untaken annual leave.
 - (d) Payment for leave
 - (i) An Employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period. In addition to their ordinary pay, the Employee will be paid an annual leave loading of 17.5% of their ordinary pay.
 - (ii) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - (1) an annual leave loading of 17.5% of their ordinary rate of pay; or
 - (2) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.
 - (e) Time of taking leave
 - (i) Paid annual leave may be taken for a period agreed between an Employee and the Employer. The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave. Notwithstanding the provisions of this clause (e)(i), the Employer may direct an Employee to take a period of annual leave in accordance with clause (e)(ii).
 - (ii) Annual leave shall be given at a time fixed by the Employer after an Employee has accrued more than 8 weeks paid annual leave (or 10 weeks paid leave for a shiftworker – as defined at clause 25(a)(ii)) and after not less than eight weeks' and not more than 12 months' notice to the employee, provided:
 - (1) the Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than six weeks within a period of six months (**leave reduction plan**);
 - (2) the Employer will not unreasonably refuse to agree to an Employee's annual leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee.
 - (3) the Employee cannot be directed to take annual leave where such direction would result in the Employee being directed to reduce the accrued leave to less than 6 weeks.
 - (f) Pay in lieu of an amount of annual leave
 - (i) The Employer and Employee will enter into a separate written agreement for each cashing out of a particular amount of annual leave, subject to the following:

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- (1) Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (2) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employer will pay the Employee the amount of pay that the Employee is entitled to receive in lieu of the amount of annual leave, plus leave loading that would otherwise have been payable.

(g) Payment of annual leave on termination

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

26. PUBLIC HOLIDAYS

(a) Prescribed public holidays in this Agreement are as follows:

1 January (New Year's Day); 26 January (Australia Day); Good Friday; Easter Monday; 25 April (Anzac Day); the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory); 25 December (Christmas Day); 26 December (Boxing Day); any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations from counting as a public holiday.

(b) Payment and entitlements

- (i) Employees (other than casual Employees and Employees who do not normally work on the day on which the public holiday falls) must be allowed the public holidays prescribed in (a) without loss of pay.
- (ii) Employees (other than casual Employees) who would normally work on the day of the public holiday and are not required to work on such day will be paid at ordinary rate of pay as if they had worked their normal number of hours on that day.
- (iii) Employees (other than casual Employees) will be paid double time and a half the ordinary hourly rate of pay, as defined, for actual hours worked, on the public holidays as prescribed in (a).
- (iv) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

(c) Casual Employees

A casual Employee shall be paid for all time worked on a public holiday at the rate of double time and a half (this penalty is inclusive of the applicable casual loading) the ordinary hourly rate of pay, subject to the provisions of clause 19(d)(ii).

27. PERSONAL/CARER'S LEAVE

- (a) An Employee (excluding a casual Employee) is entitled to accrue paid personal/ carer's leave in accordance with the NES.

(b) Notice and Evidence

- (i) Where an Employee is unfit due to illness/injury the Employee is required to provide certification of such absence to the Employer. Satisfactory evidence shall be production of a medical certificate or statutory declaration.

However, unless required by the Employer, up to two days of personal leave absence may be allowed without the production of a medical certificate, or other reasonable evidence.

- (ii) Employees who are absent on personal leave either side of a public holiday are required to provide a medical certificate, statutory declaration or other evidence satisfactory to the Employer within five working days after their return to work.
- (iii) Each Employee shall notify her or his Employer of an absence from work due to illness or injury prior to the commencement of her or his rostered shift or as soon as practicable thereafter and shall, as far as possible, inform the Employer of the estimated duration of the absence.

- (c) An Employee, other than a casual Employee, with responsibilities in relation to a class of person set out in (d), who requires the Employee's care or support, shall be entitled to use, in accordance with this subclause, any accrued personal leave entitlement, for absences to provide care or support for such persons when they are ill, injured or in the case of an unexpected emergency. Such leave may be taken for part of a single day.

- (d) The Employee shall, if required, establish either by production of a medical certificate from a registered health practitioner or statutory declaration, the relationship of the person concerned to the Employee and that the person is suffering from an illness/injury such as to require care or support by another person. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

- (e) The entitlement to use personal leave in accordance with this subclause is subject to the person concerned being a member of the Employee's immediate family or household. The term 'immediate family' is defined at Clause 3 of this Agreement.

(f) Unpaid Carers Leave

An Employee, including casual Employees, shall be entitled to up to two days unpaid carers leave per occasion in accordance with the Fair Work Act.

- (g) An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

28. COMPASSIONATE LEAVE

- (a) An Employee is entitled to two days of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household

- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (ii) sustains a personal injury that poses a serious threat to his or her life; or
- (iii) dies.

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

29. STAFF DEVELOPMENT

- (a) The Employer recognises that training/education is essential for the maintenance and development of skill based practice. The Employer will continue to provide and support training/education opportunities where possible.
- (b) The responsibility for staff development is shared between Employees and the Employer. Employees are expected to participate in professional skill development to ensure that they perform at a standard consistent with required competencies relevant to their classification.
- (c) On the basis of assessed needs, a range of programs/topics relevant to care delivery will be provided by the Employer and Employees are encouraged to attend.
- (d) The provision of mandatory training and skills updates is a joint responsibility between the Employer and Employee. Attendance at mandatory training and skills update sessions provided by the Employer is the responsibility of the Employee. Mandatory training will be paid at the appropriate rate as per the applicable shift rate for those on duty and at the ordinary rate of pay for those attending in their own time. Training may be offered via e-learning packages supplied by the Employer. Where training is undertaken via e-learning, the Employee will undertake such training during the Employee's ordinary hours of work, at a time/ times allocated and agreed with the Employer, unless otherwise approved by the Employer. Where practicable, the Employer will deliver the mandatory training within an employee's ordinary hours of work. Where this is not practicable, up to 8 hours of mandatory training per year may be held outside of an employee's ordinary hours and be paid at the ordinary rate. Mandatory training that falls outside

an employee's ordinary hours and is in excess of 8 hours per year will be paid at the applicable overtime penalty rate.

30. TERMINATION OF EMPLOYMENT

(a) Notice of termination by the Employer

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

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

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

(b) Notice of termination by the Employee

- (i) The notice of termination required to be given by the Employee is the same as that required of the Employer, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- (ii) In respect of any forfeiture by the Employee of wages in lieu of providing notice, the Employee may at any time authorise the Employer to deduct from their wages payable up to, or on, termination relevant wages payable in lieu of notice.
- (iii) Should an Employer not receive such an authorisation from the Employee, the Employer may recover such outstanding amount from the Employee in the appropriate statutory tribunal. It is acknowledged that the Employee has the same rights to pursue an Employer for underpayment in the appropriate jurisdiction.

(c) Instant dismissal

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- (i) The Employer shall have the right to dismiss the Employee without notice for conduct that justifies instant dismissal including but not limited to neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only.

31. REDUNDANCY

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

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

- (ii) "Weeks' pay" means the ordinary time rate of pay for the Employee concerned.
- (e) Employee Leaving During Notice Period
 - (i) An Employee whose employment is terminated by reason of Redundancy may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with the Employer until the expiry of such notice. Provided

in such circumstances the Employee shall not be entitled to payment in lieu of notice.

(f) Alternative Employment

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

(g) Time off Period of Notice

- (i) During the period of notice of termination given by the Employer an Employee shall be allowed time off, up to one day, without loss of pay during each week of notice for the purpose of seeking other employment.
- (ii) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, produce proof of attendance at an interview or she or he shall not receive payment for the time absent.
- (iii) For this purpose a statutory declaration will be sufficient.

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

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

(i) Employees Exempted

- (i) This clause shall not apply where employment has been terminated because the conduct of an Employee justifies instant dismissal or in the case of casual Employees, or Employees engaged for a specific period of time or for a specified task or tasks.

32. INCREMENTAL PROGRESSION

(a) Incremental payments

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

33. HIGHER DUTIES

- (a) A support worker engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate as follows:

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

- (b) All other Employees who are called upon to perform the duties of another Employee in a higher classification under this Agreement for a period of five consecutive working days or more will be paid for the period for which duties are

assumed at a rate not less than the minimum rate prescribed for the classification applying to the Employee so relieved.

34. ALLOWANCES

(a) Travel Time and Mileage

- (i) Where an Employee is required to work at different locations they shall be paid at their ordinary rate of pay and any applicable shift and weekend penalty rates for the time reasonably required to travel from one client engagement to the next - from the location of the preceding client to the location of the next client. Such time shall be treated as ordinary time worked and will not attract overtime penalties. This clause does not apply to travel from the Employee's home to the location of a client nor does it apply to travel from the location of a client to the Employee's home.
- (ii) Employees required to travel at the direction of the Employer must be reimbursed all expenses actually and reasonably incurred in undertaking such travel, excluding travel from the Employee's home to the place of work and travel from the place of work to the Employee's home. 'Place of work' includes an Employee's designated office or hot desk, or the location of client services for that day, including but not limited to the client's home address, the service centre, and/or the respite centre.
- (iii) If the Employee is required to use a private motor vehicle for such travel, the Employee must be reimbursed at the rate of 78 cents per kilometre
- (iv) If the distance between the Employee's home and their first and last place of work is greater than 25 kilometres, then the Employees will be reimbursed at the rate of 78 cents per kilometre for every kilometre travelled in excess of 25 kilometres in each direction. The exception to this is
 - (1) where an office-based Employee lives more than 25 kilometres from the office and the office is the first place of work; or
 - (2) the employee has been engaged a total of 3 hours or more on that day.

(b) On call allowance

- (i) An employee required by the employer to be on call (i.e. available for recall to duty) will be paid on call allowance A as set out in Appendix 1 in respect to any 24 hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday.
- (ii) On call allowance B as set out in Appendix 1 will be paid in respect of any other 24 hour period or part thereof, or any public holiday or part thereof.

(c) Uniform and Laundry

- (i) Where Employees are required by the Employer to wear uniforms;
 - (1) such uniforms will be supplied free of cost to Employees. Such items are to remain the property of the Employer;
 - (2) instead of the provision of such uniforms, the Employer may pay such employee a uniform allowance of \$1.23 per shift or part thereof on duty or the allowance of \$6.24 per week, whichever is the lesser amount. Where such Employee's uniforms are not laundered by or at the expense of the Employer, the Employee will

be paid a laundry allowance of \$0.32 per shift or part thereof on duty or the allowance of \$1.49 per week, whichever is the lesser amount.

- (ii) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

(d) Clinical Assistance Allowance

- (i) Where Employees hold credentialing acceptable to the employer and they are required to assist clients with higher care needs, in recognition of the higher level requirements, a clinical assistance allowance of \$1.85 per hour will be paid for the delivery of this service.

(e) Overtime Meal Allowance

- (i) An Employee will be supplied with an adequate meal where an Employer has adequate cooking and dining facilities or be paid an Overtime Meal Allowance in addition to any overtime payment as follows:
 - (1) when the overtime work on any shift exceeds one hour an overtime meal allowance of \$13.29 will be paid.
 - (2) where such overtime exceeds four hours on any shift a further overtime meal allowance of \$13.29 will be paid.
- (ii) Clause (i) will not apply when an Employee could reasonably return home for a meal within the meal break.

35. LONG SERVICE LEAVE

- (a) An Employee's entitlement to long service leave will be in accordance with section 113 of the Fair Work Act. Therefore,
 - (i) if there are applicable award-derived long service leave terms in relation to an Employee, the Employee is entitled to long service leave in accordance with those terms (**Award – Derived Term**);
 - (ii) if there is no applicable Award- Derived Term, the Employee is entitled to long service leave in accordance with State or Territory laws that deal with long service leave applicable to the State or Territory in which the Employee predominantly performs work for the Employer.

36. REPRESENTATIVE LEAVE

- (a) Leave to attend trade union and union delegate courses/ seminars shall be as follows:
 - (i) To a maximum of five (5) days per year (1 January to 31 December) for each State for the totality of all applications of paid trade union, union delegate training leave, attendance at association conferences, meetings and courses provided that:

-
- (1) The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute procedures;
 - (2) That two (2) weeks' notice is provided to the Employer;
 - (3) The approval of leave must have regard to the operational requirements of the Employer;
 - (4) This leave shall be paid at the ordinary time rate of pay.
 - (b) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

37. WORKLOAD MANAGEMENT

- (a) The parties to this agreement acknowledge that Employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on Employee/s and the quality of care.
- (b) To ensure that Employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
 - (i) In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (ii) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager, within their work site/location, for further discussion.
 - (iii) If a solution still cannot be identified and implemented, the matter should be referred to the Area Manager or equivalent for further discussion and possible consultation with specialist leads such as Human Resources, WHS, Clinical or other as required to determine a solution.
 - (iv) The outcome of the discussions at each level and any proposed solutions should be recorded and fed back to the affected Employees.
- (c) Management will respond at staff meetings to all workload matters that have been recorded and will outline actions that have been taken in respect to those specific issues.
- (d) If the issue is still unresolved, the Employee/s may advance the matter through Clause 10 - Dispute Resolution Procedure.

38. FLEXIBILITY ARRANGEMENTS

- (a) The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (i) the arrangement deals with one or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;

-
- (4) allowances;
 - (5) leave loading; and
 - (ii) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (i); and
 - (iii) the Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
 - (b) The Employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
 - (c) The Employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Employer and Employee; and
 - (iii) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (iv) includes details of:
 - (1) the terms of the Agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
 - (d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
 - (e) The Employer or Employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Employer and Employee agree in writing — at any time.

39. COMMUNITY SERVICE LEAVE AND NATURAL DISASTER LEAVE

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

40. CEREMONIAL LEAVE

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

41. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

- (a) This clause applies to all Employees, including casuals.

(b) Definitions

- (i) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

family member means:

- (1) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (2) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- (3) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

- (ii) A reference to a spouse or de facto partner in the definition of family member in clause 41(b)(i) includes a former spouse or de facto partner.

(c) Entitlement to leave

- (i) An Employee is entitled to 10 days' leave to deal with family and domestic violence, as follows:

- (1) The entitlement to leave is paid for full and part time employees and unpaid for casual employees;
- (2) the leave is available in full at the start of each 12 month period of the Employee's employment; and
- (3) the leave does not accumulate from year to year;

- (ii) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

- (iii) The Employer and Employee may agree that the Employee may take additional unpaid leave to deal with family and domestic violence.

(d) Taking leave to deal with family and domestic violence

- (i) An Employee may take leave to deal with family and domestic violence if the Employee:

- (1) is experiencing family and domestic violence; and

-
- (2) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.
 - (ii) The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.
- (e) Service and continuity
- The time an Employee is on leave to deal with family and domestic violence, which is:
- (i) paid leave – does count as service for all purposes.
 - (ii) unpaid leave - does not count as service but does not break the Employee's continuity of service
- (f) Notice and evidence requirements
- (i) Notice
- An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:
- (1) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (2) must advise the Employer of the period, or expected period, of the leave.
- (ii) Evidence
- (1) An Employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 41(d).
 - (2) Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.
- (g) Confidentiality
- (i) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 41(f), is treated confidentially, as far as it is reasonably practicable to do so.
 - (ii) Nothing in clause 41(g) prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Employer may consult with such Employees regarding the handling of this information.

(h) Compliance

An Employee is not entitled to take leave under clause 41 unless the Employee complies with clause 41.

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

K Mitchell

SIGNATURE

Kelsie Mitchell

PRINT NAME AND TITLE

Address: 551 Blackburn Road
Mount Waverley VIC 3149

Director of HR

Date

12.03.2020

I am authorised to sign this Agreement as a bargaining representative on behalf of the Health Services Union, New South Wales Branch



GERARD HAYES

Secretary HSU NSW Branch

Address: Level 2, 109 Pitt Street, Sydney NSW 2000

Date: 20/4/2020

Authority to sign Agreement on behalf of employees is in accordance with Rule 48 of the Rules of the Health Services Union.

SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS

Support Worker New Entrant

New entrant with less than 12 months experience in the role who may perform domestic assistance or personal assistance under supervision. May be studying towards a Certificate III or equivalent qualification. Progression to Support Worker Level 1 upon completion of 12 months service. Includes kitchen and catering assistance in community respite centres and facilities.

Support Worker Level 1

Support Worker with greater than 12 months experience who only performs domestic assistance, kitchen or catering assistance within aged and/or disability care services, and includes service provision for aged and disability care services in the community, which may include a community respite centre.

Support Worker Level 2

Support Workers who have a Certificate III or equivalent qualification will be appointed at this level. May perform both domestic assistance and personal care, and includes service provision for aged and disability care services in the community, which may include a community respite centre. A Clinical Assistance Allowance is applicable to Support Workers at this level pursuant with clause 34(d) who hold certification deemed acceptable to the employer to provide complex personal care services under the supervision of a clinical nurse.

Cook

A Cook will hold a Certificate IV or equivalent, and will work with the Service Coordinator and associated support employees to deliver food service to clients. Such food service will be nutritionally sound and meet the needs of clients.

Recreational Officer

A Recreational Officer will hold a Certificate IV or equivalent, and will specialise in ensuring the activity and lifestyle programmes are developed with consideration to the needs, preferences and capabilities of each client whilst providing the carers and the care recipients with a higher quality of life through participation of meaningful activities during their participation in respite care programs.

Maintenance Officer

A Maintenance Officer will tend to the working order and outdoor environment of the Calvary Community Care centres, including Respite Centres and houses to ensure the upkeep and appearance is maintained.

Team Leader - Support Worker Level 1

Team Leader - Support Workers Level 1 is responsible for the leadership, management and mentoring of Support Workers in a single site or area. They ensure high quality of client service delivery and monitor and manage the performance of Support Workers.

Team Leader - Support Worker Level 2

Team Leader - Support Workers Level 2 is responsible for the leadership, management and mentoring of Support Workers in multiple sites or areas and/or manage Support Workers delivering client care through complex programs. This may include but not restricted to clinical assistance. They ensure high quality of client service delivery and monitor and manage the performance of Support Workers.

Admin New Entrant

New entrant with less than 12 months experience in the role. Positions in this classification provide general administrative and reception support to the Service Centre. Progression to Level 1 is upon completion of 12 months of service.

Administration Level 1 - Pay Points 1 to 4

Progression to Level 1 upon 12 months service or related experience deemed suitable by the employer. Administration Level 1 provide general administrative and reception support to the Service Centre. Pay point progression as per Clause 32. Incremental Payments.

Positions may include: Administration Officer and Receptionist

Administration Level 2 - Pay Points 1 to 4

Administration Level 2 work within a specified service area and liaise with between clients, care employees, Case Managers and families to ensure that all client care and service requirements are met through appropriate planning and action. They may also be responsible for the administration of intaking new clients. Pay point progression as per Clause 32. Incremental Payments.

Positions may include: Client Service Officers, Intake Officers

Team Leader Level 1

Team Leader Level 1 leads an administration team and ensure delivery of information flow, records management and day-to-day back office activities. Positions covered under this classification typically leads staff who are classified under Administration Level 1.

Positions may include: Team Leader - Business Administration

Team Leader Level 2

Team Leader Level 2 are typically responsible for the effective leadership of the staff classified under Administration Level 2. Responsibilities include implementation of operational strategies and the delivery of customer service standards established by the organisation.

Positions may include: Rostering Team Leader (Centre Support Coordinator), Service Support Team Leader, Disability House Team Leader (Disability House Support), Team Leader – Intake Officers, Partnerships Coordinator

Service Coordinator Level 1

Service Coordinator Level 1 are responsible for Service Delivery in their specified area, ensuring that all service requests are responded to in the agreed manner and timeframe. Responsible for the provision of leadership and support for a diverse team through analysing and monitoring end to end service delivery which matches the needs of the clients. Service Coordinator Level 1 typically works under the leadership of Service Coordinator Level 3 or 4.

Positions may include: – Service Coordinators, Respite Coordinators

Service Coordinator Level 2

Service Coordinator Level 2 may have **sole responsibility** for Service Delivery in their specified area, ensuring that all service requests are responded to in the agreed manner and timeframe. Responsible for the provision of leadership and support for a diverse team through analysing and monitoring end to end service delivery which matches the needs of the clients. Positions in this classification may lead the delivery of complex services that require higher skilled staff and has a complex reporting or compliance requirement.

Positions may include: Service Coordinators, Respite Coordinators

Service Coordinator Level 3

Service Coordinator Level 3 are responsible for the overall day to day operational management of the Service Centres within a **single area or site**. Responsible to ensure that all services match contractual requirements, KPIs, reflect the Calvary Customer Experience and maintain a high level of service excellence.

Positions may include: Senior Service Coordinator

Service Coordinator Level 4

Service Coordinator Level 4 are responsible for the overall day to day operational management of the Service Centres within **multiple areas/sites or a facility**. Responsible to ensure that all services match contractual requirements, KPIs, and maintain a high level of service excellence.

Positions may include: Senior Service Coordinator and Facility Service Coordinator

Case Manager Level 1

Case Manager Level 1 are responsible for delivering case management that is person centred and enablement focussed.

Positions may include: Case Managers

Case Manager Level 2

Case Manager Level 2 are responsible for providing leadership and direction for employees including Case Manager Level 1 in the provision of person centred and enablement focussed service delivery within a budget framework. Responsible for managing and prioritising package referrals and leads. Responsible for **less than 500 packages**.

Positions may include: Case Manager Team Leaders

Case Manager Level 3

Case Manager Level 3 are responsible for providing leadership and direction for employees including Case Manager Level 1 in the provision of person centred and enablement focussed service delivery within a budget framework. They manage and prioritise package referrals and leads. Responsible for **more than 500 packages**.

Positions may include: Case Manager Team Leaders

Care Adviser Level 1

Care Adviser Level 1 provide complex care coordination to clients across various funding streams. Responsibilities may include data entry, managing prospective customers through the first stages of their contact, providing prospective customers with information about services, funding arrangements, and transitioning customers through to service delivery.

Positions may include: Care Advisers and Care Coordinators.

Team Leader

Team Leaders are responsible for driving transition, business growth and increasing the number of program participants accessing Calvary Community Care (CCC) services and products. Responsible to actively participate in promoting client access, undertake client assessments, coordination and reviews.

Positions may include: Care Coordinator Team Leader (NDIS Coordinator)

Care Manager

Employees in this classification are accountable to manage the customer pipeline from enquiry to signing with Calvary Community Care (CCC). Responsibilities may include maintaining prospective customer relationship, provision and analysis of relevant sales metrics and optimising prospective customer service in order to increase sales opportunities.

Positions may include: Manager Care Advisers

Corporate Support Level 1

Corporate Support Level 1 provide administrative support to corporate support functions such as Finance. Pay point progression as per Clause 32. Incremental Payments.

Positions may include: Accounts Payable/Receivable officers, Accounts Administrators

Corporate Support Level 2

Corporate Support Level 2 assist with or provide a range of records management services. They are proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. Pay point progression as per Clause 32. Incremental Payments.

Positions may include: Data Integrity and Reporting Officer, Quality and Document Management Officer, System Administration and Support Officer

Corporate Support Level 3

Corporate Support Level 3 ensure appropriate levels of compliance, accuracy and efficiency is maintained in systems and data. Pay point progression as per Clause 32. Incremental

Payments.

Positions may include: Assistant Accountant, Quality Officer

Corporate Support Level 4

This classification may manage a Corporate Support team who support a data, document or finance system. They may provide subject matter expertise in the system or process which they manage. Pay point progression as per Clause 32. Incremental Payments.

Positions may include: System Administration and Support Coordinator, Quality Coordinator and Privacy Officer, Manager – Accounts Receivable

Executive Assistant

Executive Assistant provides high level of professional administrative support to the Executive team.

APPENDIX 1 –WAGE RATE SCHEDULE

Classification	From the date of operation of this Agreement	FFPPOA 1-Feb-21	FFPPOA 1-Feb-22
	1.5%	2%	2%
	Per Hour	Per Hour	Per Hour
	(\$)	(\$)	(\$)
Support Worker			
SW New Entrant	\$ 22.54	\$ 22.99	\$ 23.45
SW Level 1	\$ 23.06	\$ 23.52	\$ 23.99
SW Level 2	\$ 24.06	\$ 24.54	\$ 25.03
Cook			\$ -
Cook	\$ 26.20	\$ 26.72	\$ 27.26
Recreational Officer			\$ -
Recreational Officer	\$ 28.32	\$ 28.88	\$ 29.46
Maintenance Officer		\$ -	\$ -
Maintenance Officer	\$ 28.58	\$ 29.15	\$ 29.74
Team Leader			
Team Leader - Support Worker Level 1	\$ 33.02	\$ 33.68	\$ 34.35
Team Leader - Support Worker Level 2	\$ 35.77	\$ 36.48	\$ 37.21
Administrative Staff (Service Delivery)			
Admin New Entrant	\$ 25.11	\$ 25.61	\$ 26.13
Admin Level 1 Pay Point 1	\$ 27.16	\$ 27.70	\$ 28.26
Admin Level 1 Pay Point 2	\$ 28.01	\$ 28.57	\$ 29.15
Admin Level 1 Pay Point 3	\$ 28.87	\$ 29.44	\$ 30.03
Admin Level 1 Pay Point 4	\$ 29.64	\$ 30.23	\$ 30.84
Admin Level 2 Pay Point 1	\$ 29.10	\$ 29.68	\$ 30.28
Admin Level 2 Pay Point 2	\$ 29.64	\$ 30.23	\$ 30.84
Admin Level 2 Pay Point 3	\$ 30.72	\$ 31.34	\$ 31.97
Admin Level 2 Pay Point 4	\$ 31.84	\$ 32.48	\$ 33.13
Team Leader (Administrative and Office Based Staff)			
Team Leader Level 1	\$ 33.02	\$ 33.68	\$ 34.35
Team Leader Level 2	\$ 34.59	\$ 35.28	\$ 35.99
Service Coordination Staff			
Service Coordinator Level 1	\$ 38.51	\$ 39.28	\$ 40.06
Service Coordinator Level 2	\$ 42.84	\$ 43.70	\$ 44.57
Service Coordinator Level 3	\$ 43.02	\$ 43.88	\$ 44.75
Service Coordinator Level 4	\$ 49.49	\$ 50.48	\$ 51.49
Case Management Staff			
Case Manager Level 1	\$ 38.51	\$ 39.28	\$ 40.06

Case Manager Level 2	\$	41.39	\$	42.22	\$	43.06
Case Manager Level 3	\$	45.36	\$	46.27	\$	47.19
Care Adviser and Coordinator Staff						
Care Adviser Level 1 Pay Point 1	\$	31.84	\$	32.48	\$	33.13
Care Adviser Level 1 Pay Point 2	\$	32.24	\$	32.88	\$	33.54
Team Leader	\$	35.77	\$	36.48	\$	37.21
Care Manager	\$	45.55	\$	46.46	\$	47.39
Administrative and Professional Staff (Non-Service Delivery)						
Corporate Support Level 1 Pay Point 1	\$	29.10	\$	29.68	\$	30.28
Corporate Support Level 1 Pay Point 2	\$	29.64	\$	30.23	\$	30.84
Corporate Support Level 1 Pay Point 3	\$	30.72	\$	31.34	\$	31.97
Corporate Support Level 1 Pay Point 4	\$	31.84	\$	32.48	\$	33.13
Corporate Support Level 2 Pay Point 1	\$	32.40	\$	33.05	\$	33.71
Corporate Support Level 2 Pay Point 2	\$	33.02	\$	33.68	\$	34.35
Corporate Support Level 2 Pay Point 3	\$	33.58	\$	34.25	\$	34.93
Corporate Support Level 3 Pay Point 1	\$	34.67	\$	35.37	\$	36.07
Corporate Support Level 3 Pay Point 2	\$	35.54	\$	36.25	\$	36.97
Corporate Support Level 3 Pay Point 3	\$	36.38	\$	37.11	\$	37.85
Corporate Support Level 3 Pay Point 4	\$	37.19	\$	37.93	\$	38.69
Corporate Support Level 4 Pay Point 1	\$	40.99	\$	41.81	\$	42.64
Corporate Support Level 4 Pay Point 2	\$	43.54	\$	44.41	\$	45.30
Executive Assistant						
Executive Assistant	\$	37.74	\$	38.49	\$	39.26

Allowances	Date of EA coming into operation	FFPPOA 1-Feb-21	FFPPOA 1-Feb-22
		2%	2%
	(\$)	(\$)	(\$)
Sleepover Allowance	48.45	49.42	50.41
On Call Allowance A (Monday to Friday)	19.78	20.18	20.58
On Call Allowance B (Saturday, Sunday, and Public Holiday)	39.16	39.94	40.74

APPENDIX 2 – GRANDPARENTING ARRANGEMENTS

The following is the list of employees covered by the *CatholicCare (Diocese of Maitland-Newcastle) Aged Care Enterprise Agreement 2008-2009* prior to this Agreement

Employee Number	First Name	Last Name
1855575	Sharon	Allen
1855419	Joanne	Barry
1855424	Gillian	Bettinson
1855428	Debra	Brennan
1855433	Shane	Butcher
1855436	Brooke	Carbury
1855465	Margherita	Casumaro
1855443	Lynette	Denny
1855446	Pamela	Dodds
1855449	Jacqueline	Drinkwater
1855577	Heather	Field
1855456	Diane	Foster
1855462	Julie	Gibbons
1855463	Kylie	Gibbs
1855466	Bozena	Goerke
1855468	Asuncion	Gooley
1855471	Karen	Griffiths
1855500	Natalie	Gurney
1855472	Mandy	Harris
1855480	Kyeonghee	Hong
1855484	Kelli	Jenkinson
1855486	Rozana	Jurin
1855489	Kay	Kirby
1855647	Tina	Lawrence
1855584	Jennifer	Manefield
1855496	Kay	Martin
1855501	Tracey	Mayberry
1855512	Kristyanne	Murphy
1855514	Emerlina	Najdovski
1855520	Julianna	O'Meley
1855521	Bronwyn	Oram
1855540	Kathy	Rudling
1855542	Daniela	Savaiinaea
1855551	Anne	Scicluna
1855543	Pasqualina	Scott
1855546	Kallyan	Sin
1855547	Kazimiera	Slotwinski
1855552	Tracey	Stamm
1855590	Julie-Ann	Steadman
1855553	Roseen	Stewart
1855554	Christene	Sullivan
1855560	Ian	Trembath
1855591	Donna	Walker
1855564	Donna	Waterson
1855565	Sharon	Welsh
1855568	Louise	Whybrow

FAIR WORK COMMISSION

MATTER NO: AG2020/716

APPLICANT: Calvary Home Care Services Limited

UNDERTAKINGS

I, Kelsie Mitchell, Director Human Resources, give the following undertakings on behalf of the Applicant employer, in accordance with section 190 of the Fair Work Act 2009, in regard to the *Calvary Home Care Services Limited Support Worker and Administrative and Operational Employees (NSW and ACT) Enterprise Agreement 2019 (Agreement)*:

1. Clause 20(d) is to be amended to include clause 20(d)(iv) as follows:

(d) Time off instead of payment for overtime

...

(iv) If the employee requests at any time, to be paid for overtime covered by an agreement under this subclause (d) 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.

2. Clause 29(d) of the Agreement will be replaced, and a new subclause 29(e) will be included, as follows:

(d) The provision of mandatory training and skills updates is a joint responsibility between the Employer and Employee. Attendance at mandatory training and skills update sessions provided by the Employer is the responsibility of the Employee.

(e) Mandatory training:

(1) undertaken during ordinary hours will be paid at the ordinary rate of pay and, as applicable, per the applicable shift or penalty rate for such hours.

(2) may be offered via e-learning packages supplied by the Employer. Where training is undertaken via e-learning, the Employee will undertake such training during the Employee's ordinary hours of work, at a time/ times allocated and agreed with the Employer, unless otherwise approved by the Employer.

(3) approved by the Employer to be undertaken outside of ordinary hours will be paid in accordance with clause 20 – Overtime.

3. A new clause 34(f) is to be included in the Agreement as follows:

First aid allowance—full-time employees

(a) A weekly first aid allowance of \$16.51 per week will be paid to a full-time employee where:

(i) an employee is required by the employer to hold a current first aid certificate; and

(ii) an employee, other than a home care employee, is required by their employer to perform first aid at their workplace; or

(iii) a home care employee is required by the employer to be, in a given week, responsible for the provision of first aid to employees employed by the employer.

First aid allowance—casual and part-time employees

(b) The first aid allowance in (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.



Kelsie Mitchell
Director Human Resources
Date: 15/05/20