



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Churches of Christ Community Care in NSW T/A Fresh Hope Care
(AG2018/1325)

FRESH HOPE CARE HOME CARE ENTERPRISE AGREEMENT 2017

Social, community, home care and disability services

COMMISSIONER SAUNDERS

NEWCASTLE, 3 OCTOBER 2018

Application for approval of the Fresh Hope Care Home Care Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Fresh Hope Care Home Care Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Churches of Christ Community Care in NSW T/A Fresh Hope Care. The Agreement is a single enterprise agreement.

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

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

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

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

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

[6] The Health Services Union of Australia and Australian Nursing and Midwifery Federation being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 October 2018. The nominal expiry date of the Agreement is 30 October 2020.



COMMISSIONER

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Annexure A

FAIR WORK COMMISSION

MATTER NO: AG2018/1325

UNDERTAKINGS

Fresh Hope Care provides the following undertakings in accordance with section 190 of the Fair Work Act 2009:

1. The dispute settlement term set out at clause A10 shall be read to allow for the settlement of disputes about a matter arising under the Agreement or a dispute in relation to the NES. Further, an employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
2. The classification/ role of Home Care Case Manager is the same as that of Home Care Coordinator, referred to in the Agreement.
3. Notwithstanding clause F10b. of the Agreement,
 - (i) all rostered ordinary time worked by a part-time or casual employee classified as a Home Care Employees Grade 1 – 3 and Home Care Coordinators Grade 1 and 2 on Sunday, will be paid at a minimum Sunday penalty rate of 95%, provided that where an employee works less than half their ordinary hours on a Sunday (calculated each fortnight), the Sunday penalty rate applied will be 82%.
 - (ii) Clerical employees are not engaged to work ordinary hours on a weekend under this Agreement.
4. On call undertaken on weekends and public holidays will apply only to Home Care Case Managers and BSO (clerical classifications). No other employee classifications are rostered on call during weekends and public holidays.

Sleepover

5. Where an employee is required to undertake any work during a sleepover period such employee shall be entitled to a minimum payment of 1 hour.
6. The span for a sleepover will be a continuous period of 8 hours. An employee:
 - (i) may be rostered to work before and/ or after a sleepover period. The rostered work before or after shall each be referred to herein as the Work Period; and
 - (ii) will be paid a minimum of 4 hours for at least one Work Period.
7. 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.



John Favaloro
Human Resources Manager
GROUP OPERATIONS | HUMAN RESOURCES

26/9/2018

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.



Home Care Enterprise Agreement 2017

Table of Contents

A.	GENERAL	4
A1.	TITLE.....	4
A2.	COVERAGE.....	4
A3.	DATE AND PERIOD OF OPERATION.....	4
A4.	SCOPE.....	4
A5.	AGREEMENT FLEXIBILITY.....	4
A6.	NATIONAL EMPLOYMENT STANDARDS.....	5
A7.	AVAILABILITY OF AGREEMENT.....	6
A8.	WORKLOAD MANAGEMENT.....	6
A9.	INTRODUCTION TO CHANGE.....	7
A10.	GRIEVANCE AND DISPUTE RESOLUTION.....	8
A11.	UNION REPRESENTATION RIGHTS.....	9
B.	DEFINITIONS	10
B1.	DEFINITIONS.....	10
C.	EMPLOYMENT RELATIONSHIP	11
C1.	ENGAGEMENT.....	11
C2.	NATIONAL CRIMINAL HISTORY RECORD CHECKS.....	11
C3.	EMPLOYMENT CATEGORIES.....	11
C4.	ANNUAL REVIEW OF HOURS FOR PART-TIME AND CASUAL EMPLOYEES.....	12
D.	FLEXIBLE WORK ARRANGEMENTS	13
D1.	INTRODUCTION.....	13
D2.	REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS.....	13
D3.	FLEXIBLE WORK PATTERNS.....	14
D4.	FLEXIBLE WORK PRACTICES.....	14
E.	EMPLOYMENT CLASSIFICATIONS	15
E1.	RECOGNITION OF SERVICE AND EXPERIENCE.....	15
E2.	CLASSIFICATIONS DESCRIPTORS.....	15
F.	HOURS OF WORK	25
F1.	ORDINARY HOURS OF WORK.....	25
F2.	ARRANGEMENT OF HOURS.....	27
F3.	MINIMUM HOURS.....	27
F4.	MINIMUM BREAKS BETWEEN SHIFTS.....	27
F5.	BREAKS.....	28
F6.	BROKEN SHIFTS.....	28
F7.	REASONABLE ADDITIONAL HOURS.....	29
F8.	OVERTIME.....	29
F9.	TIME IN LIEU OF OVERTIME.....	31
F10.	SHIFT AND WEEKEND WORK.....	31
F11.	PUBLIC HOLIDAYS.....	32
F12.	ATTENDANCE AT MEETINGS.....	34
F13.	ROSTERS.....	34
F14.	CONSUMER CANCELLATION.....	34
G.	ALLOWANCES	36
G1.	VEHICLE ALLOWANCE /TRAVELLING TIME.....	36
G2.	UNIFORMS AND LAUNDRY ALLOWANCE.....	36
G3.	ON CALL ALLOWANCE.....	37
G4.	CONTINUING EDUCATION ALLOWANCE.....	38
G5.	HIGHER DUTIES ALLOWANCE.....	38
H.	REMUNERATION AND BENEFITS	40
H1.	REMUNERATION.....	40

H2.	SALARY INCREASES	40
H3.	SALARY PACKAGING	41
H4.	PAYMENT OF WAGES.....	41
H5.	SUPERANNUATION.....	41

I. LEAVE43

I1.	ANNUAL LEAVE	43
I2.	PURCHASED LEAVE	45
I3.	PAID PERSONAL LEAVE (SICK AND CARER'S LEAVE).....	45
I4.	UNPAID PERSONAL LEAVE	46
I5.	COMPASSIONATE (BEREAVEMENT) LEAVE	46
I6.	COMMUNITY SERVICE LEAVE.....	47
I7.	PARENTAL LEAVE.....	48
I8.	LONG SERVICE LEAVE.....	49
I9.	LEAVE WITHOUT PAY.....	50
I10.	NATURAL DISASTER LEAVE.....	50
I11.	CEREMONIAL LEAVE.....	51
I12.	FAMILY VIOLENCE LEAVE	51

J. STAFFING AND DEVELOPMENT 53

J1.	TRAINING	53
J2.	PROFESSIONAL DEVELOPMENT AND STUDY LEAVE	53
K.	TERMINATION OF EMPLOYMENT	54
K1.	RESIGNATION.....	54
K2.	TERMINATION ON NOTICE	54
K3.	REDUNDANCY	55
	SCHEDULE 2 – ALLOWANCES	59

Fresh Hope Care Home Care Enterprise Agreement 2017

A. GENERAL

A1. TITLE

This Agreement is called the *Fresh Hope Care Home Care Enterprise Agreement 2017* (“Agreement”).”

A2. COVERAGE

The Agreement shall cover:

- a. Churches of Christ Community Care in the State of New South Wales (ABN: 41 041 851 866) trading as “Fresh Hope Care” (Employer);
- b. Employees employed by Fresh Hope Care in classifications set out at [Clause E2](#) of the Agreement; and
- c. In accordance with section 183 of the Fair Work Act 2009 (Cth),
 - (1) the New South Wales Nurses and Midwives’ Association and the Australian Nursing and Midwifery Federation NSW Branch;
 - (2) the HSU New South Wales Branch;

A3. DATE AND PERIOD OF OPERATION

This agreement will commence operation from the seventh day after it is approved by Fair Work Commission and will remain in force until 30 October 2020 and thereafter in accordance with the Fair Work Act 2009.

The parties agree that discussions will commence for a new agreement no later than six (6) months prior to the nominal expiry date of the Agreement.

A4. SCOPE

- a. The Agreement contains the terms and conditions of employment for employees covered by the Agreement and will apply to all employees employed by Fresh Hope pursuant to the classifications listed at [Clause E2](#).

A5. AGREEMENT FLEXIBILITY

- a. Fresh Hope Care 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:
 1. The arrangement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances, including the inclusion in ordinary pay;
 - (v) leaving loading, including the inclusion in ordinary pay; and

1. The arrangement meets the genuine needs of Fresh Hope Care and the employee in relation to one (1) or more of the matters mentioned in paragraph a.; and
 2. The arrangement is genuinely agreed to by Fresh Hope Care and the employee without coercion or duress.
- b. Fresh Hope Care must ensure that the terms of the individual flexibility arrangement:
1. are about permitted matters under section 172 of the Fair Work Act 2009; and
 2. are not unlawful terms under section 194 of the Fair Work Act 2009; and
 3. result in the employee being better off overall than the employee would be if no arrangement was made.
- c. Fresh Hope Care managers seeking to enter into an agreement with an individual employee must provide a written proposal to the employee.
- d. Fresh Hope Care must ensure that the individual flexibility arrangement:
1. is in writing; and
 2. includes the name of Fresh Hope Care and the employee; and
 3. is signed by Fresh Hope Care and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 4. includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) 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
 5. states the day on which the arrangement commences.
- e. Fresh Hope Care must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- f. Except as provided in subclause d.3. above, the agreement must not require the approval or consent of a person other than Fresh Hope Care and the individual employee.
- g. Fresh Hope Care or employee may terminate the individual flexibility arrangement:
1. by giving no more than 28 days written notice to the other party to the arrangement;
or
 2. at any time, if Fresh Hope Care and employee agree in writing.

A6. NATIONAL EMPLOYMENT STANDARDS

- a. It is the intention of this Agreement that the National Employment Standards (NES), as it may be varied from time to time, shall apply to the employees who are the subject of this Agreement. Any provisions of the NES that are also referred to or set out in this Agreement are for the convenience only of the parties.

- b. Where the NES provides, or is varied to provide, a condition or entitlement more favourable (to the employee) in a particular respect than that set out in this Agreement, the condition or entitlement set out in this Agreement shall be overridden to the extent that it is less favourable than the NES.

A7. AVAILABILITY OF AGREEMENT

- a. Fresh Hope Care will ensure that copies of this Agreement and the NES are available to all employees via the Fresh Hope Care Enterprise Agreement Communications Folders, the Fresh Hope Care “FreSHare” intranet site and/ or through other electronic means to enable accessibility.

A8. WORKLOAD MANAGEMENT

- a. Balanced Workload

The parties to this Agreement acknowledge that management and employees have a responsibility to maintain a balanced workload and recognise the adverse effects that unjust, unreasonable and excessive workloads have.

- b. Workload and Change

The parties further agree and acknowledge that employees and management should ensure that as changes or new processes are adopted, every reasonable endeavour is made to achieve a balanced workload for all employees.

The parties will actively strive to improve all communication processes between management and employees in relation to workloads with the specific objective of ensuring that workload issues raised by employees are investigated, understood and resolved.

If a group or individual on a floor or unit identifies workload issues relating to staff shortages, increased consumer demands or for any other reason, they should in the first instance, discuss the issue with the coordinator or supervisor of that work unit and where appropriate, explore solutions.

Where an individual has identified a workload issue, then they should identify any tasks they are safely not able to complete during the course of the shift and advise the coordinator or supervisor of these tasks.

The unit co-ordinator or supervisor shall notify the management within 24 hours, where practicable, of the following:

- i. whether there is agreement between the individual and the coordinator or supervisor that the problems exist, and
- ii. any suggestions that could be taken to rectify the situation.

If the work unit does not receive a response from the management within 48 hours, where practicable, (unless agreed otherwise) or the response does not satisfy the concerns of the work unit employees, the employees shall notify the management of their concerns and may notify the respective union representatives. A meeting shall be convened between the parties concerned to discuss the issue.

Workload management will be an agenda item at staff meetings on at least a monthly basis. As part of the discussions management will seek feedback from employees present about the adequacy of the staff levels in ensuring care standards are maintained.

A9. INTRODUCTION TO CHANGE

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

Major change

- b. For a major change referred to in paragraph a.i.:
 - i. the employer must notify the relevant employees of the decision to introduce the major change; and
 - ii. subclauses c. to i. apply.
- c. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 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.
- f. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- g. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- h. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph b.i. and subclauses c. and e. are taken not to apply.
- i. In this term, a major change is **likely to have a significant effect on employees** if it results in:
 - i. the termination of the employment of employees; or
 - ii. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- iv. the alteration of hours of work; or
- v. the need to retrain employees; or
- vi. the need to relocate employees to another workplace; or
- vii. the restructuring of jobs.

Change to regular roster or ordinary hours of work

- j. For a change referred to in paragraph a.ii.:
 - i. the employer must notify the relevant employees of the proposed change; and
 - ii. subclauses k. to o. apply.
- k. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- l. If:
 - i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - ii. the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
- m. As soon as practicable after proposing to introduce the change, the employer must:
 - i. discuss with the relevant employees the introduction of the change; and
 - ii. for the purposes of the discussion—provide to the relevant employees:
 - 1. all relevant information about the change, including the nature of the change; and
 - 2. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - 3. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - iii. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- n. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- o. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- p. In this term:

relevant employees means the employees who may be affected by a change referred to in subclause a.

A10. GRIEVANCE AND DISPUTE RESOLUTION

- a. In the event of a dispute during the life of this Agreement, in the first instance the parties will attempt to resolve the matter at the workplace by discussion between the employee or employees concerned and the relevant supervisor or management representatives 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. Reasonable time limits must be allowed for discussion at each level of authority.
- c. At any stage of the process the employee(s) may elect to be represented by the appropriate union or a union workplace representative.

- d. If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to Fair Work Commission for resolution. The parties agree that Fair Work Commission shall have the power to do all such things as are necessary for the just resolution of the dispute including: mediation, conciliation and arbitration.
- e. While the dispute resolution procedure is being conducted, work must continue according to the custom and practice prior to the dispute arising, subject to applicable Work Health and Safety (WHS) legislation, an employee must not unreasonably fail to comply with a direction by Fresh Hope Care to perform work that is safe and appropriate for the employee to perform.

A11. UNION REPRESENTATION RIGHTS

- a. A recognised workplace representative will be released from the performance of normal duty for reasonable periods to:
 - represent employee members in bargaining;
 - represent the interests of employee members to Fresh Hope Care and to industrial tribunals or courts;
 - undertake necessary preparation for bargaining or other meetings in which they will represent employee members' interests. This includes consulting with the employee members that they represent;
 - meet the management of Fresh Hope Care to represent employee member interests;
 - address new employees about the benefits of union membership at the time they enter employment; and
 - distribute official union publications at a time convenient to their manager.

While undertaking the activities listed in the preceding clause on a normal rostered day on duty, the recognised workplace representative will be regarded as being on duty and will not be required to apply for leave. They will be paid "ordinary time earnings" i.e. the classification rate, superannuation and shift loading which would otherwise be paid. The recognised workplace representative will not be entitled to overtime at the end of the roster cycle as a consequence of undertaking these activities.

- b. Recognised workplace representatives will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where available) for the purpose of carrying out work as a recognised workplace representative including consulting with workplace colleagues and their union.
- c. Fresh Hope Care will allow the recognised workplace representatives to access annual leave or a reasonable amount of leave without pay to attend accredited union training or to participate in the operation of the union except where workplace arrangements cannot be adjusted to permit the absence of the workplace representative.

B. DEFINITIONS

B1. DEFINITIONS

For the purposes of this Agreement:

Act means the *Fair Work Act 2009* (as amended and applies from time to time) and includes the Regulations.

Day worker means an Employee who works their ordinary hours from Monday to Friday inclusive and who commences work on such days from 6:00am and at or before 10:30am, otherwise than as part of a shift system.

Employee means an employee employed by Fresh Hope Care and covered by this Agreement.

Home Care Services means community care services provided by Fresh Hope Care.

Immediate family means the following members of an employee's immediate family:

- a. A spouse, de facto partner, parent (including foster parent, legal guardian), a child (including a stepchild, or adopted, foster, ex-nuptial or adult child), grandparent, grandchild or sibling of the employee; or
- b. A child (including a stepchild, or adopted, foster, ex-nuptial or adult child), parent (including foster parent, legal guardian), grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- c. A spouse for the purposes of this definition includes a former spouse;
 - i. A de facto partner for the purposes of this definition: 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
 - ii. includes a former de facto partner of the employee.

Ordinary pay includes base pay and over award payments for ordinary hours of work; and leading hand allowance. It does not include shift or weekend penalties.

Shift worker, for the purposes of additional annual leave under the National Employment Standards, means an Employee who:

- a. in the case of a Home Care employee, 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;
- b. in the case of a nurse, is regularly rostered over seven days of the week; and regularly works on weekends.

C. EMPLOYMENT RELATIONSHIP

C1. ENGAGEMENT

- a. Fresh Hope Care will at the time of appointment confirm to each new employee the terms of their engagement.

C2. NATIONAL CRIMINAL HISTORY RECORD CHECKS

- a. Where an employee is required by Fresh Hope Care to undergo regular National Criminal History Record Checks (**NCHR Checks**) during the course of their employment, Fresh Hope Care will pay for such NCHR Checks.

C3. EMPLOYMENT CATEGORIES

- a. A **Full-Time Employee** is employed to work either a full-time week of 38 hours or an average of 76 hours per fortnight.
- b. A **Part-Time Employee** is employed to work a regular number of hours of less than 76 hours per fortnight.

Part-Time Employees will accrue entitlements provided for in this Agreement on a pro-rata basis in the same proportion as their ordinary hours of work bear to full-time hours.

- c. A **Maximum Term Employee** is employed for a maximum term to undertake a task or project on either a full-time or part-time basis for a period of one month or more. A maximum term employee is entitled to the same terms and conditions as full time or part time employees including salary packaging (refer to [Clause H3](#)).

Fresh Hope Care may employ Maximum Term Employees where such employment is necessary to meet the genuine operational requirements of Fresh Hope Care, including:

- the temporary replacement of employees on leave (including parental leave);
- limited term funding arrangements;
- long-term relief;
- forthcoming service reductions;
- the temporary provision of specialist skills that are required within the organisation;
or
- to fill short term vacancies during the recruitment and selection process resulting from the cessation of employment of a permanent employee.

Maximum term employees are employed in accordance with a maximum term contract for a specified period of time, task, project, or season without an expectation of ongoing work after the specified end date, completion of the task or project. Maximum term contract employees will only be used for genuine maximum term arrangements and it is not intended that they will be used to undermine the job security of permanent employees.

Where the Maximum Term position becomes a permanent position and becomes available within the organisation the Maximum Term employee may be offered the position upon application.

- d. A **Casual Employee** is employed on an hourly basis as and when required and:
- is hired by the hour;
 - will be paid for actual time worked;
 - is not entitled to payment for public holidays not worked, nor payment for paid leave of any type (other than long service leave), nor leave loading and severance payments;
 - is not covered by [Clause F13 – Rosters](#) and [Clause I1 – Annual Leave](#);
 - will be entitled to unpaid parental leave if they are a “regular casual employee”; and
 - can be terminated by notice to the end of the current shift worked.

C4. ANNUAL REVIEW OF HOURS FOR PART-TIME AND CASUAL EMPLOYEES

- a. The adjustment outlined in either b. or c. below can occur if Fresh Hope Care accepts that the adjustment is appropriate based upon:
- the operational requirements of Fresh Hope Care;
 - the pattern of hours;
 - whether the increase in hours is as the direct result of other employees being absent on leave;
 - whether the increase in hours is due to a temporary increase in hours, for example because of the specific needs of a consumer or service.
- b. A Part-Time Employee may request Fresh Hope Care to review their hours of work once each year. Where the employee is regularly working more than their specified contract hours at the request of Fresh Hope Care they may request an adjustment of the contract hours.

The need to review the minimum hours can be initiated by the employee in writing, based on the employee’s period of employment and the requirements of the employee and Fresh Hope Care to have the contracted hours reviewed.

- c. A casual employee who has worked on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
- on a full-time basis where the employee has worked on a full-time basis throughout the period of casual employment; or
 - on a part-time basis where the employee has worked on a part-time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between Fresh Hope Care and the employee.
- d. Fresh Hope Care may consent to or refuse the request in b. or c. above, but must not unreasonably withhold agreement.

D. FLEXIBLE WORK ARRANGEMENTS

D1. INTRODUCTION

- a. Fresh Hope Care is committed to being a responsive, flexible organisation providing excellent care to its residents, patients, and consumers. Support will be given to employees in balancing their work and life commitments as far as practicable, taking into consideration the employee's personal situation and the operational needs of Fresh Hope Care. It is recognised that balancing these needs will create a more effective, productive and harmonious workplace.
- b. Work Life Balance initiatives include:
- Part-time work;
 - Career breaks;
 - Job-share;
 - Paid parental and adoption leave;
 - Flexible return to work options; and
 - Transition to retirement for mature-aged employees.

D2. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 4 of the Act).

- a. In the following are the circumstances:
- the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - the employee is a carer (within the meaning of the Carer Recognition Act 2010);
 - the employee has a disability;
 - the employee is 55 or older;
 - the employee is experiencing violence from a member of the employee's family;
 - the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.
- b. The employee is not entitled to make the request unless:
- for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with Fresh Hope Care immediately before making the request; or
 - for a casual employee—the employee:
 - (i) is a long term casual employee of Fresh Hope Care immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by Fresh Hope Care on a regular and systematic basis.

- c. The request must:
- be in writing; and
 - set out details of the change sought and of the reasons for the change.
- d. Fresh Hope Care must give the employee a written response to the request within 21 days, stating whether Fresh Hope Care grants or refuses the request.

D3. FLEXIBLE WORK PATTERNS

- a. At the written request of an employee, Fresh Hope Care may agree to temporarily change the pattern of working hours of the employee on the following terms:
- Fresh Hope Care cannot be compelled to agree to such request;
 - The arrangement must not change or affect any other employee's number or pattern of working hours unless by mutual agreement between the employees concerned; and
 - For operational reasons, Fresh Hope Care may require the employee to revert to the original work pattern.

D4. FLEXIBLE WORK PRACTICES

- a. To support the need for flexibility for employees in their working arrangements, employees may be engaged for duties in two or more different locations or service units of Fresh Hope Care. The arrangement may be at the request of the employee and would be subject to the following conditions:
- the arrangement must be in writing and agreed to by the employee and Fresh Hope Care, either in the initial engagement letter or a letter to amend conditions of employment;
 - the employee must advise Fresh Hope Care if their hours of work under both engagements exceed 76 hours per fortnight in total; and
 - the arrangement must take into account clauses relating to Minimum Breaks Between Shifts ([Clause F4](#)), Maximum Ordinary Hours of Work ([Clause F1](#)) and Breaks ([Clause F5](#)).

E. EMPLOYMENT CLASSIFICATIONS

E1. RECOGNITION OF SERVICE AND EXPERIENCE

- a. Fresh Hope Care will recognise service and experience that is of a similar nature with another Fresh Hope Care to the employee's current employment with Fresh Hope Care for the purposes of classifying employees in Employment Classifications where there are progression criteria.
- b. Fresh Hope Care will recognise the prior service and experience, and/or the concurrent service of an employee with other employers, upon production of documentary evidence. This evidence, in the absence of any other documentary evidence, may take the form of a statutory declaration.
- c. The employee's new classification will apply from the date the evidence is received by Fresh Hope Care.

The employee's classification will be back-dated for prior service if the evidence is received by Fresh Hope Care within three months of the employee's initial engagement.

- d. A Registered Nurse or Enrolled Nurse who has been registered or enrolled outside of New South Wales will be paid as a Registered Nurse or Enrolled Nurse as from the date the employee notifies Fresh Hope Care in writing that the employee is eligible for registration or enrolment as a Registered Nurse or Enrolled Nurse. An employee seeking recognition of training outside New South Wales must make application for registration within seven days after being notified that the employee is eligible for registration.
- e. For the purpose of yearly progression based on service and experience an employee must complete 1976 hours of work less any Annual Leave taken during the year.

E2. CLASSIFICATIONS DESCRIPTORS

1. GENERAL EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

Home Care Service Employee	
Home Care Manager or Home Services Program Manager	
Home Care Case Manager	Grade 1
Home Care Case Manager	Grade 2
Home Care Employee	Grade 1
Home Care Employee	Grade 2
Home Care Employee	Grade 3

Clerical & Administration	
Clerical & Administration Employee	Grade 1
Clerical & Administration Employee	Grade 2
Clerical & Administration Employee	Grade 3
Clerical & Administration Employee	Grade 4
Clerical & Administration Employee	Grade 5

Nursing
Enrolled Nurse
Enrolled Nurse (without medication qualification)
Registered Nurse

The Employment Classifications are not intended to, and do not constitute the full position descriptions for each position. Position requirements, and not individual qualifications, will be the primary determination of an employee's appropriate Employment Classification.

2. OTHER DESIGNATIONS

“Home Care Manager” or “Home Services Program Manager” means an employee who is required to manage a community aged care program and be responsible to the planning and management of others, working with other professional staff to manage the day to day home care of consumers living in their own home where the employees visits them to provide care and assistance as required.

3. HOME CARE EMPLOYEES

Home Care Employee means an employee who performs the duties associated with the provisions of Home Care Services to Home Care Consumers in their private residence, which may include cleaning, child minding, gardening, handy work (within the employee's skills and competencies), cooking, laundry, shopping, personal errands, escorting consumers and associated driving, personal care services and general up keeping services. A Home Care Worker would not normally live at the consumer's residence for periods in excess of 48 hours.

An employee employed as a Home Care Employee may be offered additional hours (over and above their guaranteed minimum hours) in a residential aged care facility and would be paid the rate applicable to the classification worked.

An employee employed in a residential aged care facility may be offered additional hours (over and above their guaranteed minimum hours) in home care duties and this employee would be paid the rate applicable to that of a Home Care Employee.

- (a) **Home Care Employee Grade 1** means an employee without previous relevant experience in personal care delivery. This is a trainee level, which applies to new employees. Fresh Hope Care shall provide training. At the end of a period of six months or 250 hours employment, whichever is first completed, employees who have satisfactorily completed the requirements of Grade 1 shall progress to Grade 2.

Should an employee at this Grade 1 level not satisfactorily complete the requirements of Grade 1, they will be notified in writing by Fresh Hope Care two weeks prior to the date on which they would have proceeded to Grade 2.

An employee may seek the assistance of their representative during these discussions and if there is a disagreement between the parties as to the employee's future, the matter shall be resolved as per [Clause A10 - Grievance and Dispute Resolution](#) procedure.

A Grade 1 employee shall work under general supervision.

Notwithstanding the above, employees who choose only to carry out general housekeeping duties and are not prepared to multi skill shall be paid at this grade.

- (b) **Home Care Employee Grade 2** means an employee who satisfies the requirements of Grade 1 and has progressed to Grade 2.

An employee at this level shall be competent in carrying out simple personal care, housekeeping and tasks relevant to assisting consumers to maintain their independence in their own homes and may be required to perform the duties of Handyman as defined.

Optional training shall be provided to employees at the request of the employees at this level to equip employees to apply for positions at Grade 3.

Grade 2 employees may be required to perform complex tasks required of a Grade 3 employee from time to time, within their competence, and shall be paid at the rate for Grade 3 whenever such duties are performed for periods in excess of 5 hours per week.

Where Fresh Hope Care requires the employee to perform any or all of the tasks set out below, relevant to a Grade 2 position, the employee must possess relevant skill and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be provided.

Indicative tasks an employee at this level may perform are as follows:

Grade 2 - Showering/Bathing: Excepting where consumer has severely limited/uncontrollable body movements: assisting consumers to shower/bath self or totally showering/bathing consumer; assisting with mobility or transferring to and from shower/bath; assisting or transferring consumer to commode chair; supervising children's bath; bathing a baby; total bed bath/sponge – exception level 3.

Grade 2 - Toileting: Helping people to the toilet; assisting people to use the toilet by loosening clothing; assisting consumer to change own incontinence and sanitary pads; assisting consumers with bottles; assisting self-catheterisation by holding mirror or positioning legs except where there is severely limited/uncontrollable body movements; changing babies, nappies, toileting children.

Grade 2 - Menstrual Care: Assisting with menstrual care.

Grade 2 - Skin Care: Where dressings are involved.

Grade 2 - Grooming: All hair care; limited care of nails; shaving - where there are uncontrollable body movements use electric razors only, all other shaving – electric razors recommended; all dressing/undressing or assistance with dressing/undressing except where there are uncontrollable body movements.

Grade 2 - Oral Hygiene: Assisting consumer with their own care of teeth or dentures; care of teeth and dentures for the consumer by using tooth brush/tooth paste/oral solution only.

Grade 2 - Oral Medication: Assisting consumer with or administering liquid medicines, pills, powders, nose and eye drops.

Grade 2 - Transferring/Mobility: Transferring consumer in and out of bed/chair/car and assisting with mobility - exceptions see level 3; assisting consumers to turn or sit up - exceptions level 3.

Grade 2 - Fitting of Aids/Appliances: Such as splints and callipers.

Grade 2 - Therapy: Assisting with therapy in any of the following circumstances: low level of assistance is required; carer/therapist is not on site and consumer is able to take responsibility for the therapy or carer/therapist is on site; simple instructions required rather than specialised training knowledge.

Grade 2 - Assistance with Eating: Assisting where there are no eating difficulties.

- (c) **Home Care Employee Grade 3** means an employee who performs the duties of a Grade 2 and is required to directly attend to a consumer's needs, as opposed to assisting the consumer to do for himself/herself because of the consumer's behaviour or the consumer's condition and/or home environment.

Where Fresh Hope Care requires the employee to perform any or all of the tasks set out below, relevant to a Grade 3 position, the employee must possess relevant skill and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be provided.

Grade 3 Employees will be involved in on the job training of Home Care employees where required.

Indicative tasks an employee at this level may perform are as follows:

Grade 3 - Showering/Bathing: Showering/Bathing adults and children with severely limited/uncontrollable body movements; total bed bath/sponge where there are severely limited/uncontrollable body movements or serious comfort/health considerations.

Grade 3 - Toileting: Assisting in placement/removal/emptying/care/cleaning of sheaths and leg baths; assisting with indwelling catheterisation by changing collection bag and cleaning around the insertion site; changing or assisting with urinary diversion – colostomy and drainage bags; all bowel management; continual caring of someone with bowel incontinence including washing the person and changing bowel incontinence pads; assisting the consumer with the sterilising of glass catheters.

Grade 3 - Menstrual Care: Changing tampons and sanitary pads.

Grade 3 - Skin Care: Changing simple wound dressing; application of treatment creams to genital area.

Grade 3 - Nasal Care: Cleaning noses.

Grade 3 - Grooming: All dressing/undressing where there are severely limited / uncontrollable body movements.

Grade 3 - Medication: Suppositories; assist and support diabetic consumers in the management of their insulin and diet and recognising the signs of both Hyper and Hypo-Glycaemia.

Grade 3 - Transferring/Mobility: Assisting consumers to turn/sit where consumers can offer limited/no assistance with weight bearing; using mechanical aids to lift and transfer consumers; assisting consumers with transfers/mobility where:

- (i) Consumers can offer limited/no assistance with weight bearing.
- (ii) Careful handling is required because of the consumer's health/disability.

- (iii) Some lifting or physically awkward movement is involved for employees in transfer/mobility.

Grade 3 - Therapy: Assisting with therapy in any of the following circumstances:

- (i) High degree of assistance is involved.
- (ii) Employees have total responsibility because consumer is unable to take responsibly for the therapy and carer/therapist is not on site.
- (iii) Specialised training knowledge is required.

Grade 3 - Assisting with Eating: Assisting with eating where a risk of choking, vomiting or other eating difficulty is involved.

3.5 HOME CARE CASE MANAGER

Home Care Case Manager – Grade 1

A position in this level has the following indicative characteristics:

- (a) Accountability and extent of authority:** Exercise discretion within standard practices and processes, and undertake and implement quality control measures. Provide direction, leadership, administration and rostering of care employees, as required.
- (b) Judgment and decision-making:** Determine appropriate methods and processes and resource requirements from a range of available alternatives.
- (c) Specialist knowledge and skills:**
 - (i)** Plan, direct and train staff and have an understanding of the relevant technology, procedures and processes used in the workplace
 - (ii)** Indicative skills required include: manipulation of data; create computer based records; access and extract information from external sources; roster staff and direct work programs; oversee the work and training of employees; provide guidance and counselling; assist in the development of budgets; order required consumables and stock items; develop consumer care plans and oversee the provision of domestic services.
- (d) Interpersonal skills:** Ability to gain co-operation and assistance from members of the public and other employees and write relevant reports as required.
- (e) Qualifications and experience:** An employee in this level will have satisfactorily completed the requirements of a Home Care Employee Grade 3 or equivalent as well as have relevant experience.

Home Care Case Manager – Grade 2

A position in this level has the following indicative characteristics:

- (a) Accountability and extent of authority**

- (i) Co-ordinate resources and/or give support to senior employees or be engaged in duties of a specialist nature.
- (ii) Where resource co-ordination is the primary responsibility, ensure actions are aligned to plans, objectives and/or budgets; and undertake appropriate consultation and reporting to ensure adherence to plans.
- (iii) Accountable for the quality, effectiveness, cost and timeliness for the responsible programs, projects or work plans and for the safety and security of managed assets.
- (iv) Ensure team members directed are trained in safe working practices and operation of equipment and are made aware of work health and safety policies and procedures.

(b) Judgment and decision-making: Determine appropriate methods and processes and resource requirements from a range of available alternatives. Address complex or technical problems with using creative solutions when required. Gather guidance and counsel to make appropriate choices.

(c) Specialist knowledge and skills: Plan, direct and train staff and have an understanding of the relevant technology, procedures and processes used in the workplace as well as function of the position within its organisational context. This includes relevant policies, regulations and precedents. Provide direction, leadership and structured or on-the-job training to employees.

(d) Management skills:

(i) Time management, set priorities, and plan and organise own work and that of supervised employees to achieve objectives

(ii) Understanding of and ability to implement relevant HR policies and practices

(e) Interpersonal skills: Ability to gain co-operation and assistance from consumers, members of the public and other employees to effectively undertake role activities and supervise other employees. Write reports and prepare external correspondence in field of expertise.

(f) Qualifications and experience: Relevant degree or diploma course and relevant work skills and experience commensurate with the requirements of work in this level.

4. CLERICAL & ADMINISTRATION EMPLOYEES

(a) Grades: All employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.

(b) An employee shall be graded in the grade where the principal function of his or her employment, as determined by Fresh Hope Care, is of a clerical nature and is described in subclauses (c) to (g) of this clause.

(c) A **Clerical & Administrative Employee Grade 1** position is described as follows:

(i) The employee may work under direct supervision with regular checking of progress.

- (ii) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
- (iii) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

Indicative tasks an employee at this level may perform are as follows:

Grade 1 - Information Handling: Receive and distribute incoming mail; receive and dispatch outgoing mail; collate and dispatch documents for bulk mailing; file and retrieve documents

Grade 1 - Communication: Receive and relay oral and written messages; complete simple forms.

Grade 1 - Enterprise: Identify key functions and personnel; apply office procedures.

Grade 1 - Technology: Operate office equipment appropriate to the tasks to be completed; open computer file, retrieve and copy data; close files

Grade 1 - Organisational: Plan and organise a personal daily work routine.

Grade 1 - Team: Complete allocated tasks.

Grade 1 - Business Financial: Record petty cash transactions; prepare banking documents; prepare business source documents.

(d) A **Clerical & Administrative Employee Grade 2** position is described as follows:

- (i) The employee may work under routine supervision with intermittent checking.
- (ii) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (iii) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

Indicative tasks an employee at this level may perform are as follows:

Grade 2 - Information Handling: Update and modify existing organisational records; remove inactive files; copy data on to standard forms.

Grade 2 - Communication: Respond to incoming telephone calls; make telephone calls; draft simple correspondence.

Grade 2 - Enterprise: Provide information from own function area; re-direct inquiries and/or take appropriate follow-up action; greet visitors and attend to their needs.

Grade 2 - Technology: Operate equipment; identify and/or rectify minor faults in equipment; edit and save information; produce document from written text using standard format; shutdown equipment.

Grade 2 - Organisational: Organise own work schedule; know roles and functions of other employees.

Grade 2 - Team: Participate in identifying tasks for team; complete own tasks; assist others to complete tasks.

Grade 2 - Business Financial: Reconcile invoices for payment to creditors; prepare statements for debtors; enter payment summaries into journals; post journals to ledger.

- (e) A **Clerical & Administrative Employee Grade 3** position is described as follows:
- (i) The employee may work under limited supervision with checking related to overall progress.
 - (ii) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
 - (iii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

Indicative tasks an employee at this level may perform are as follows:

Grade 3 - Information Handling: Prepare new files; identify and process inactive files; record documentation movements.

Grade 3 - Communication: Respond to telephone, oral and written requests for information; draft routine correspondence; handle sensitive inquiries with tact and discretion.

Grade 3 - Enterprise: Clarify specific needs of consumer/other employees; provide information and advice; follow-up on consumer/employee needs; clarify the nature of a verbal message; identify options for resolution and act accordingly.

Grade 3 - Technology: Maintain equipment; train others in the use of office equipment; select appropriate media; establish document structure; produce documents.

Grade 3 - Organisational: Co-ordinate own work routine with others; make and record appointments on behalf of others; make travel and accommodation bookings in line with given itinerary.

Grade 3 - Team: Clarify tasks to achieve group goals; negotiate allocation of tasks; monitor own completion of allocated tasks.

Grade 3 - Business Financial: Reconcile accounts to balance; prepare bank reconciliations; document and lodge takings at bank; receive and document payment/takings; dispatch statements to debtors; follow up and record outstanding accounts; dispatch payments to creditors; maintain stock control records.

- (f) A **Clerical & Administrative Employee Grade 4** position is described as follows:
- (i) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
 - (ii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.

- (iii) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

Indicative tasks an employee at this level may perform are as follows:

Grade 4 - Information Handling: Categorise files; ensure efficient distribution of files and records; maintain security of filing system; train others in the operation of the filing system; compile report; identify information source(s) inside and outside the organisation.

Grade 4 - Communication: Receive and process a request for information; identify information source(s); compose report/correspondence.

Grade 4 - Enterprise: Provide information on current service provision and resource allocation within area of responsibility; identify trends in consumer requirements.

Grade 4 - Technology: Maintain storage media; devise and maintain filing system; set printer for document requirements when various setups are available; design document format; assist and train network users; shutdown network equipment.

Grade 4 - Organisational: Manage diary on behalf of others; assist with appointment preparation and follow up for others; organise business itinerary; make meeting arrangements; record minutes of meeting; identify credit facilities; prepare content of documentation for meetings.

Grade 4 - Team: Plan work for the team; allocate tasks to members of the team; provide training for team members.

Grade 4 - Business Financial: Prepare financial reports; draft financial forecasts/budgets; undertake and document costing procedures.

(g) A **Clerical & Administrative Employee Grade 5** position is described as follows:

- (i) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- (ii) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- (iii) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

Indicative tasks an employee at this level may perform are as follows:

Grade 5 - Information Handling: Implement new/improved system; update incoming publications; circulate publications; identify information source(s) inside and outside the organisation.

Grade 5 - Communication: Obtain data from external sources; produce reports; identify need for documents and/or research.

Grade 5 - Enterprise: Assist with the development of options for future strategies; assist with planning to match future requirements with resource allocation.

Grade 5 - Technology: Establish and maintain a small network; identify document requirements; determine presentation and format of document and produce it.

Grade 5 - Organisational: Organise meetings; plan and organise conference.

Grade 5 - Team: Draft job vacancy advertisement; assist in the selection of staff; plan and allocate work for the team; monitor team performance; organise training for team.

Grade 5 - Business Financial: Administer PAYE salary records; process payment of wages and salaries; prepare payroll data.

5. NURSES' EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

Enrolled Nurse (EN) means a nurse enrolled with the Board who is authorised to administer medications. Upon being authorised to administer medications by the Board, an employee shall be classified as an EN.

- Where an employee was previously classified as an EN (without medication qualification) - Thereafter the employee will be paid as an Enrolled Nurse (EN) level (b).
- Where an employee was not previously classified as an EN (without medication qualification) - Thereafter the employee shall be paid at level (a).
- An employee classified at level (a) who is not required to deliver medication shall be entitled to progress to level (b) after one year's service.
- Once an EN has worked 1,000 hours in a role where they are required to deliver medication, the employee will be classified and paid at the EN Year 1 rate and thereafter be entitled to progress to the second and third years of that salary scale.
- An EN may be required to lead and/or supervise the work of others.

Enrolled Nurse (without medication qualification) means a nurse enrolled with the Board who has the following notation on their licence: "Does not hold Board-approved qualifications in medicines administration" attached to their enrolment.

Nurse includes Registered Nurses, Enrolled Nurses and Enrolled Nurses (without medication qualification).

Registered Nurse means a person registered by the Board as such.

F. HOURS OF WORK

F1. ORDINARY HOURS OF WORK

- a. The ordinary hours of work for Day Workers must not be worked over more than:
 - 76 hours per fortnight on more than 10 days; or
 - 152 hours per four weeks on more than 28 calendar days; and
 - Will be worked between 7.00am to 6.00pm Monday to Sunday.
- b. The ordinary hours of work for Shift Workers in each roster cycle must not exceed:
 - 76 hours per fortnight; or
 - 152 hours per four weeks.
- c. The ordinary hours of work for each shift will consist of no more than 10 hours.
- d. **24 Hour Care**
 1. An employee who is required to work a 24 hour shift will be paid eight hours work at 155% of their appropriate rate for each 24 hour period. This rate takes into account all incidents of employment inherent in the work and conditions of an employee working a 24 hour shift, including but not limited to, the requirement to reside at a consumer's home and to be available to perform work at all times of the day as the consumer's needs require.
 2. The following provisions will not apply to an Employee working a 24 hour shift:
 - Ordinary Hours of Work
 - Casual loading
 - Overtime
 - Shift and Weekend penalties
 - Allowances
 - Public Holiday penalties
 3. A 24 hour shift requires an employee to be available for duty in a consumer's home for a 24 hour period. During this period the Employee is required to provide the consumer with the services specified in the care plan.
 4. An employee would normally have the opportunity to sleep during a 24 hour care shift. Where possible, a private room and bed should be provided.
 5. The minimum payment for work performed under this subclause is one day.

e. **Community Care – Excursions**

Where an employee agrees to supervise consumers in excursion activities involving overnight stays from home, the following provisions will apply:

- (1) Monday to Friday excursions

- (i) Payment at the ordinary rate of pay for time worked between the hours of 7.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
- (ii) The employer and employee may agree to accrual of time instead of overtime payment for all other hours.
- (iii) Payment of overnight care allowance in accordance with the subclause (f).

(b) 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.

f. Community Care - Overnight Care

- (a) An employee who is required to work an overnight care shift is entitled to be paid an overnight care allowance of 2.2 hours of ordinary pay for the employee's classification for each overnight care shift. For casual employees, the allowance is paid in lieu of and not in addition to their casual loading.
- (b) An overnight care shift requires an employee to be available for duty in a consumer's home overnight.
- (c) An employee would normally have the opportunity to sleep during an overnight care shift. Where possible a private room and bed should be provided.
- (d) The maximum length of an overnight shift will be 10 hours. The span may be extended to a maximum of 12 hours by agreement between the Employer and the employee.
- (e) During this period, the employee may be required to provide a maximum of 3 hours of services to the consumer.
- (f) If the employee arrives at the consumer's home and believes that more than 3 hours of services may be needed to be provided during the shift, the employee will immediately advise their respective manager. If the manager obtains the permission of the consumer to perform the additional services the employee will be paid the applicable rate of pay taking into account the hours the employee has worked, and the shift penalty and overtime provisions in this Agreement.
- (g) If the employee is required to work more than 3 hours during the course of an overnight care shift and the employee could not reasonably have assessed that the consumer would need additional care at the start of the shift, the employee will be paid the applicable rate of pay taking into account the hours the employee has worked, and the shift penalty and overtime provisions in this Agreement.
- (h) There is nothing in this clause that would prevent an employee from working a shift either immediately prior, or immediately following, an overnight care shift.

F2. ARRANGEMENT OF HOURS

- a. Employees are entitled to be free from duty on four full days in each fortnight or two full days in each week and these are referred to as Rostered Days Off. The two full days per week will be consecutive, where practicable.
 - i. Notwithstanding Clause F2a, part time and casual employees may request and Fresh Hope Care may agree that the employee will be free from duty on three full days in each fortnight
- b. Employees must not work more than seven consecutive days unless mutually agreed otherwise with Fresh Hope Care.
- c. At the request of an employee, Fresh Hope Care and the employee may agree to alter the arrangement of hours.

F3. MINIMUM HOURS

The following minimum hours will apply to an employee, except with respect to: [Clause F12 Attendance at Meetings](#); and [Clause J1 Training](#).

- a. Full-Time Employees will receive a minimum payment of four hours at the employee's basic periodic rate of pay for each start in respect of ordinary hours of work.
- b. Part time employees and casual employees will receive a minimum payment of one hour for each start.

F4. MINIMUM BREAKS BETWEEN SHIFTS

- a. Unless otherwise agreed, employees must receive a minimum break of eight hours between ordinary shifts, or ten hours between broken shifts, rostered on successive days.
- b. Where an employee, other than a casual employee, works so much overtime between the termination of their ordinary shift on any day and the commencement of their ordinary shift on the next day, such that they have not had at least 10 consecutive hours off duty between those times, the employee will be released after the completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence. If on the instructions of Fresh Hope Care, the employee resumes or continues work without having had 10 consecutive hours off duty, the employee will be paid at the rate of double time as set out in [clause F8](#).until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such an absence.

F5. BREAKS

- a. Employees are entitled to a paid rest break and unpaid meal break each working day as follows:

Hours Worked	Paid Rest Break	Unpaid Meal Break
Work 4 hours but less than 6 hours	One 10 minute rest break	No meal break
Work 6 hours or more but less than 7.6 hours	Remains at one 10 minute rest break	One meal break between 30 and 60 minutes.
Work 7.6 hours or more but less than 10 hours	Two 10 minute rest breaks or one 20 minute rest break, if agreed by Fresh Hope Care.	Remains at one meal break of 30 to 60 minutes.
Work 10 hours or more	Two 10 minute rest breaks or one 20 minute rest break, if agreed by Fresh Hope Care.	Two meal breaks each of 30 minutes or one 60 min if agreed by Fresh Hope Care

- b. Rest breaks will count as working time.
- c. Meal breaks will not count as time worked.
- d. Employees must not be required to work more than six (6) hours continuously before taking the meal break. The time of taking the meal break may be varied by mutual agreement between Fresh Hope Care and employee.
- e. Fresh Hope Care will provide the employee with either a meal or a meal allowance (as set out in items 2, 3 or 4 of [Schedule 2](#)) if the employee is required to work overtime for more than two hours and such overtime goes beyond:
- i. 7:00am on a Night Shift (Item 2);
 - ii. 1:00pm on an Early morning shift, Morning shift or Day shift (Item 3); or
 - iii. 6:00pm on an Afternoon Shift (Item 4).
- f. Where Fresh Hope Care requires a Home Care employee to have a meal with a consumer or consumers as part of the normal work routine or consumer program, they will be paid for the duration of the meal period at the ordinary rate of pay, and sub-clause F5.c. above does not apply. This paid meal period is to be counted as time worked.

F6. BROKEN SHIFTS

- a. A “broken shift” means a single shift worked by an employee that includes one or more breaks in excess of that provided for meal breaks.
- b. The time between the commencement and termination of the broken shift must not exceed 12 hours.
- c. For broken shifts worked, employees will be paid the allowance set out in [Schedule 2](#) (Item 1) Shift and Weekend Allowances (determined by the commencement time) in accordance with [Clause F10](#).

- d. If the time between the commencement and termination of the broken shift is more than 12 hours, the employee will be paid double time for the hours worked after the first 12 hours.
- e. Fresh Hope Care may require an employee to work broken shifts in the following circumstances:
 - in an emergency – including staff absence; or
 - during a continuous period of up to 4 weeks; or
 - during an unexpected surge in demand for services; or
 - due to seasonal and consumer demand fluctuations in service requirements.

F7. REASONABLE ADDITIONAL HOURS

- a. An employee may not be required to work additional hours in circumstances where the working of additional hours would result in the employee working hours which are unreasonable having regards to (refer to Section 62 of the Act):
 1. any risk to employee health and safety from working the additional hours;
 2. the employee's personal circumstances, including family responsibilities;
 3. the needs of the workplace or enterprise in which the employee is employed;
 4. whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 5. any notice given by Fresh Hope Care of any request or requirement to work the additional hours;
 6. any notice given by the employee of his or her intention to refuse to work the additional hours;
 7. the usual patterns of work in the industry, or the part of an industry, in which the employee works;
 8. the nature of the employee's role, and the employee's level of responsibility; and
 9. any other relevant matter.

F8. OVERTIME

- a. All overtime (including time in lieu of overtime) must be agreed to by Fresh Hope Care prior to such overtime being worked.
- b. Overtime is paid in the following circumstances:
 1. Where a full time employee works in excess of their ordinary hours;
 2. Where a part time employee:
 - i. works in excess of 10 hours per shift;
 - ii. works in excess of 76 hours per fortnight, where employed by the fortnight;

- iii. works in excess of 152 hours per four weekly period, where employed on a four weekly basis;
 - iv. works on their RDO (subject to the provisions set out at [Clause C4, H](#) and [F13](#))
 3. Where a casual employee:
 - i. works in excess of 10 hours per shift; and/or
 - ii. works in excess of 76 hours per fortnight.
 - c. Overtime shall be paid at the base rate of pay in accordance with the following:
 1. Monday to Saturday - Overtime shall be paid time and one half up to two (2) hours each day and thereafter double time;
 2. Sunday - Overtime shall be paid at double time;
 3. Public Holidays - Overtime shall be paid double time and one-half;
 4. Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in [Clause F10 - Shift and Weekend Work](#) and the casual loading in [Clause H1\(c\)](#).
 - d. Where the next shift is due to commence before the employee has had their break, one of the following will apply:
 1. The employee will be released prior to, or after the completion of their shift to permit them to have their break without loss of pay for the working time occurring during such absence.
 2. If at the request of Fresh Hope Care an employee works without their break, they shall be paid until they are released from duty at overtime rates. Once released from duty such employees shall be entitled to be absent from work until they have had their break without loss of pay for working time occurring during such an absence.
 - e. If an employee agrees to work without an appropriate break as set out in [Clause F4](#), they will be paid overtime rates as set out above.
 - f. Employees who are recalled to work overtime after leaving their place of work must be paid:
 - a minimum of four hours at the applicable overtime rate (and employees will not be required to work the full four hours if work is completed earlier, except in unforeseen circumstances); and
 - the lesser of the actual travel expenses incurred to return to work or the allowance set out in Item 5 of [Schedule 2](#) where the employee elects to use the employee's own vehicle.
- This does not apply to employees working broken shifts.
- g. For the purposes of assessing overtime:
 - each day stands alone; and
 - where overtime worked is continuous and extends beyond midnight, all overtime hours will be considered as one day.

h. Overtime will not apply in circumstances as specified in [Clause J1\(b\) \(5\)](#).

F9. TIME IN LIEU OF OVERTIME

- a. Time off in lieu of overtime (Time in Lieu) must be agreed to between Fresh Hope Care and the employee and pre-approved by Fresh Hope Care before being worked.
- b. Instead of receiving payment for authorised overtime, employees may be compensated by way of Time in Lieu on the following basis:
- Employees cannot be compelled to take Time in Lieu and Fresh Hope Care cannot be compelled to agree to provide the employee with Time in Lieu.
 - Time in Lieu is taken on the basis of one hour for each hour of overtime worked.
 - Payment for Time in Lieu is to be paid at the basic periodic rate of pay plus applicable shift and weekend allowances in accordance with [Clause F10](#) as if the time was worked when taking such Time in Lieu.
 - Fresh Hope Care will maintain records of all Time in Lieu owing and taken by employees.
 - Where no election is made, the employee shall be paid overtime rates in accordance with this Agreement.
 - Time in Lieu must be taken within four months of it being accrued at a mutually agreed time. Where it is not possible to take Time in Lieu within the four month period, it is to be paid out at the appropriate overtime rate based on the rates applying at the time payment is made.

F10. SHIFT AND WEEKEND WORK

- a. Full Time Employees, (and Part Time where their rostered shifts commence prior to 6.00am or finish after 7.00pm) are entitled to the following shift allowances calculated on their basic periodic rate of pay for shifts rostered:

Shift	Commencement Time	Allowance Payment
Early morning shift	From 4.00am and before 6.00am	10%
Day shift	From 6.00am and before 10.30am	No allowance
Morning shift	From 10.30am and before 1.00pm	10%
Afternoon shift	From 1.00pm and before 4.00pm	12.5%
Night Shift	From 4.00pm and before 4.00am	15%

- b. Casual Employees are entitled to casual loading in [Clause H1](#) and the allowances above, where applicable.
- c. Employees are entitled to the following weekend shift penalty allowances calculated on their ordinary pay for ordinary hours worked on a weekend:

Day	Allowance Payment
Saturday (midnight Friday to midnight Saturday)	50%
Sunday (midnight Saturday to midnight Sunday)	75%

Weekend shift penalty allowances are paid instead of shift allowances and casual loadings, where applicable.

- d. Where an employee works hours, which would entitle that employee to payment for more than one of the allowances payable in accordance with the overtime, public holidays, shift and penalty provisions of this Agreement, only the highest of any such allowance will be payable.

F11. PUBLIC HOLIDAYS

- a. An Employee is entitled to a day off on a public holiday, subject to subclauses (b) and (c) below.
- b. Fresh Hope Care may request an employee to work on a particular public holiday.
- c. The employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so. In determining whether an employee has reasonable grounds for refusing a request to work on a public holiday regard must be had to the matters set out in Section 114 of the Act. This Agreement expressly contemplates that Fresh Hope Care will require work on public holidays, or particular public holidays, and the parties acknowledge that the nature of the work performed by the employee, the type of employment (for example, whether full-time, part-time, casual or shift work) and the nature of Fresh Hope Care's workplace or enterprise (including its operational requirements) will require work on public holidays, or particular public holidays.
- d. Public holidays shall be allowed to employees without loss of ordinary pay. If the employee does not have ordinary hours of work on the public holiday, the employee is not entitled to payment under this section. For example, the employee is not entitled to payment if the employee is a casual employee who is not rostered on for the public holiday, or is a part-time employee whose part-time hours do not include the day of the week on which the public holiday occurs.

For the purposes of this clause in determining public holiday payment eligibility the provisions of the Consumer Cancellation [Clause F14](#) do not apply where a consumer cancels a service on a public holiday.

Therefore, a part-time employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday unless he/she is required to work on the public holiday, notwithstanding the following:

- (i) In determining whether a part-time employee who works a variable roster is entitled to receive payment for a particular public holiday not worked, Fresh Hope Care will determine this by reviewing the roster pattern of the individual over the preceding three months. If the rosters show that the employee has worked 50% or more of the days on which a particular public holiday falls, the employee shall be entitled to receive the 'rostered off' benefit for that public holiday.
- (ii) Where an employee does not meet the eligibility criteria in subclause d. (i) above the manager will review the employee's roster pattern in the preceding 4 weeks and where possible up to the 4 weeks rostered after the public holiday. This is to determine whether the employee has worked 50% or more of the days on which a

particular public holiday falls in this period and would likely have been rostered for the day had it not been a public holiday. If so, the employee is eligible to be paid the public holiday not worked.

- (1) For the purposes of this clause the 'rostered off' benefit shall be calculated by adding together the hours worked by the employee on the particular day of the week on which the public holiday falls over the over the relevant period reviewed as set out above and averaging those hours in respect of those days worked by the employee.

e. For the purposes of this agreement, the following shall be deemed to be public holidays:

- i. New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day;
- ii. any other day, or part-day, declared or prescribed by or under a law of the State of NSW to be observed generally within the State as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday; and
- iii. any other day, or part-day, declared or prescribed by or under a law of the State of NSW to be observed within a region of the State, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday, and that is applicable to Fresh Hope Care in accordance with the State legislation.
- iv. If, under (or in accordance with a procedure under) a law of the State of NSW, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause (e), then the substituted day or part-day is the public holiday.

f. Additional Public Holiday

Where, in accordance with clause (e) (iii) above, less than a full day is proclaimed and observed as a public holiday, within the calendar year and within the area in which the facility is situated, a full day will be observed as a public holiday between Christmas and New Year, within the days Monday to Friday inclusive and not coinciding with a date that is already a declared public holiday for that calendar year.

Fresh Hope Care and employees may agree to substitute another day for a public holiday.

g. An employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other shift penalties (except broken shift allowances), weekend penalties, casual loading, as follows:

- (i) **Full-time Employees:** The Employee will be paid at the rate of double time and a half the ordinary rate of pay for all time worked on a public holiday. Alternatively, if the employee elects, time and a half for all time and have one ordinary working day added to be taken in conjunction with the period of annual leave.
- (ii) **Part-time Employees:** Double and a half for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary pay. Alternatively, if the employee elects, half-time extra for all time worked in addition to the weekly rate and have the equivalent number of hours worked added to be taken in conjunction with the period of annual leave.

- (iii) **Casual Employees:** Double time and one-half the basic periodic rates of pay for casuals for all time worked. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in subclause [H1 \(c\)](#).

The election referred to in subclause g. (i) and (ii) above is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during that period of employment.

F12. ATTENDANCE AT MEETINGS

Wherever possible, Fresh Hope Care will hold mandatory management or staff meetings within the employee's ordinary hours. Any employee required by Fresh Hope Care to attend such meetings outside the employee's ordinary hours shall be entitled to receive their base rate of pay for the actual time spent in attendance at such meetings. Employees may take time off in lieu of receiving payment, with the agreement of Fresh Hope Care. Such time spent over and above their contracted hours shall not be viewed as overtime for the purposes of this Agreement.

F13. ROSTERS

- a. At least 14 days in advance of the roster period, Fresh Hope Care shall display on a roster in a place conveniently accessible to employees:
- (i) the ordinary hours of work for each employee;
 - (ii) each overnight care shift, 24 hour shift and excursions; and
 - (iii) RDOs where applicable.
- b. The roster and changes to the roster may be conveyed to employees by alternate means such as telephone communication, direct contact, mail, email, facsimile or displayed in an electronic roster arrangement for homecare consumer operations.
- c. Fresh Hope Care is not obliged to display or communicate any roster of ordinary hours of work for Casual Employees or relieving staff.
- d. Fresh Hope Care may alter and communicate changes in the roster at any time if there is a genuine need, such as unplanned employee absences or emergencies.
- f. Where the alteration requires a Full-Time Employee to work on a day which would have been the employee's day off, or a Part Time Employee to work on a day which would have been the employee's Rostered Day Off, (subject to the arrangements where an employee may agree to alter the day(s) which constitute their RDO and work on such day(s) at the ordinary rate of pay as set out under [Clause H](#) and [C4](#)), the employee may elect to:
- be paid at overtime rates; or
 - take time in lieu at a time agreed between the employee and Fresh Hope Care.

F14. CONSUMER CANCELLATION

- a. Where a home care consumer cancels for reasons other than those outlined in subclause (b), permanent employees shall be entitled to receive payment for their guaranteed

minimum number of hours in that pay period. Fresh Hope Care 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 by performing other activities, which may include working with other home care consumers or otherwise in a residential aged care facility.

- b. Where the cancellation has occurred within 24 hours the permanent employee shall be paid the cancelled time or undertake alternative suitable duties as directed.
- c. Where Fresh Hope Care is unable to meet the guaranteed minimum number of 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:
 - (i) work shall be re-allocated from casual employees to the permanent employee; or
 - (ii) hours shall be reallocated from another employee who is working hours additional to their guaranteed minimum number of hours; or
 - (iii) where the employee agrees, the employee may have access to annual or long service leave; or
 - (iv) the employee may be stood down by Fresh Hope Care in accordance with s. 524 of the Act.
- d. Notwithstanding the provisions in subclauses (c) (i) to (c) (iv) above inclusive, if after six weeks - or earlier if by mutual agreement – Fresh Hope Care is unable to provide the guaranteed minimum number of hours, Fresh Hope Care may initiate redundancy proceedings in accordance with [Clause K4 - Redundancy](#).
- e. Nothing in this clause shall prohibit the employee and Fresh Hope Care reaching agreement as to a period of authorised unpaid leave.

G. ALLOWANCES

G1. VEHICLE ALLOWANCE /TRAVELLING TIME

- a. Where an employee is required to use his or her private vehicle in the performance of his/her duties the employee shall be paid the kilometre allowance in accordance with Item 5 of [Schedule 2](#) provided.
- (i) the kilometre allowance is applied for kilometres travelled from the location of the first consumer and ceases at the location of the last consumer for that shift;
 - (ii) between the various locations where their consumers are situated;
 - (iii) to attend other locations as directed by the employer;
 - (iv) The employee is paid the ordinary rate of pay for time taken between consumers that is not classified as a broken shift under this Agreement;
 - (v) Notwithstanding (i), employees who have been issued an organisation vehicle that is garaged at the Employer's base will be paid travel time from base to the first consumer and from the last consumer returning to base.
 - (vi) Employees that have been issued an organisational vehicle that is home garaged will not be paid travel time until they have left the first consumer appointment in accordance with the arrangements set out at (i).
 - (vii) Notwithstanding the above, where an employee is required to travel in excess of 20 kilometres from:
 - (1) their home to the first consumer; and/or
 - (2) the last consumer to their home,

Fresh Hope Care will pay the employee the kilometre allowance set out Clause G1 a. for any kilometres travelled in excess of 20 kilometres on a single journey.

G2. UNIFORMS AND LAUNDRY ALLOWANCE

- a. Employees required by Fresh Hope Care to wear uniforms will be supplied with sufficient suitable and serviceable uniforms free of cost to employees. Such uniforms remain the property of Fresh Hope Care.
- b. Upon termination, an employee will return the uniform(s) supplied by Fresh Hope Care, which is still in use by the employee, immediately prior to leaving.

In the circumstances where the employee is required by Fresh Hope Care to wear a uniform, in lieu of supplying a uniform in accordance with subclause [G2a](#), Fresh Hope Care will pay the employee the weekly allowance set out at Item 7 of [Schedule 2](#) to this Agreement.

- c. If the uniform(s) of an employee are not laundered at the expense of Fresh Hope Care, the sum per week set out in Item 12 of [Schedule 2](#) to this Agreement will be paid to the said employee. Provided that the payment of such laundry allowance will not be made to any employee on absences exceeding one week.
- d. An employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

- e. Each employee whose duties require them to work out of doors will be supplied with over boots and sufficient raincoats will be made available for use as necessary.
- f. Each employee whose duties require them to work in a hazardous situation with or near machinery will be supplied with appropriate protective clothing and equipment.

G3. ON CALL ALLOWANCE

- a. An employee is on call if the employee agrees to make themselves ready and available to return to work at short notice while off duty.
- b. An employee on call must be paid the following allowance/s where applicable:

Allowance	Brief Description	Description	Schedule 2
On Call	24 hours or part thereof	An employee on call must be paid the allowance in Item 13 of Schedule 2 for each period of 24 hours or part thereof.	Item 13
On Call During Meal Break	On call during meal break	An employee who is directed to remain on call during a meal break will be paid the meal break allowance in Item 14 of Schedule 2 .	Item 14
Recalled to Duty After Shift	Reimbursement of travel expenses	Where an employee on call leaves the workplace, and is recalled to duty at the workplace, the employee shall be reimbursed reasonable travel expenses incurred or	N/A
	Vehicle allowance	The allowance in Item 5 of Schedule 2 where the employee elects to use the employee's own vehicle.	Item 5

c. Telephone Attendances

Where an employee is on call and undertakes work via telephone attendances in lieu of returning to the workplace, the employee shall be paid, in addition to the applicable on call allowance, as follows:

- i. For all such time undertaking work via telephone attendances the employee shall be paid at the applicable overtime rate of pay. No minimum recall payment applies in these circumstances.
- ii. 30 minutes pay at the appropriate overtime rate will be paid, in addition to the on call allowance payable in accordance with the above clause, for the first disturbance (or any subsequent telephone attendances), within a 30 minute period from the first telephone disturbance, where the on call Employee receives a telephone enquiry or enquiries but can resolve the matter(s) appropriately without the need for returning to the workplace. Provided that a single telephone attendance, in excess of 30 minutes duration, will not give rise to a minimum payment of 1 hour at the applicable overtime rate, but shall be paid for at the appropriate overtime rate for such time taken in attending to the call.

Example: Where the Employee, during the on-call period, attends to a five minute telephone enquiry at 8.00pm and a further five minute telephone enquiry at 9.00pm, the employee shall be paid one hour at the appropriate overtime rate (i.e.: two payments of 30 minutes at the appropriate overtime rate of pay)

- iii. In instances where an employee agrees to respond to a telephone attendance the normal [Clause F4 Minimum Breaks Between Shifts](#) provisions do not apply where the telephone attendance overlaps the hours of 6 p.m. to 9 p.m. or 6 a.m. to 9 a.m. and the cumulative time spent on such telephone attendances is two (2) hours or less.

d. This clause does not apply to the Employment Classification of Home Care Manager.

G4. CONTINUING EDUCATION ALLOWANCE

a. An employee who has completed a higher education qualification that is additional to the qualification relevant for registration or enrolment, will be paid, the allowance in Items 15 - 18 of [Schedule 2](#) subject to the following:

- Allowances will be payable as follows:

Classification	Qualification	Allowance
Registered Nurse	Post-graduate certificate (not a hospital certificate)	Item 15
Registered Nurse	Post-graduate diploma or degree (not nursing undergraduate)	Item 16
Registered Nurse	Master's degree or doctorate	Item 17
Enrolled Nurse (without medication qualification) or Enrolled Nurse	Certificate IV qualification (unless this upgrades the qualification leading to enrolment)	Item 18

- Indicative fields of post graduate training include but are not limited to aged care, continence, gerontology, dementia care, community psychiatric, mental health/psychiatric nurse practice, psycho-geriatric nursing/mental health for older persons, palliative care, wound management, infection control, advanced nursing practice and rehabilitation.
- Fresh Hope Care will accept that the qualification is directly relevant to the competency and skills used by the employee in the duties of their position.
- An employee is only entitled to one allowance, being the allowance of the highest monetary value.
- An employee must provide evidence to Fresh Hope Care that they hold that qualification. Where an employee fails to provide evidence to Fresh Hope Care of the qualification, until such time as the employee provides such evidence to Fresh Hope Care, the employee shall not be entitled to payment of a qualification allowance. Payment of the qualification allowance shall be made on and from the date that evidence is provided.
- The allowance is not included in the employee's basic periodic rate of pay.
- Part-Time and Casual Employees are entitled to the allowance on a pro-rata basis.

b. This clause applies to Enrolled Nurses and Registered Nurses.

G5. HIGHER DUTIES ALLOWANCE

a. Subject to subclauses (b), (c) and (d) of this clause, an employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position

of a higher classification, shall be entitled to receive for the period of relief or the period during which he or she so acts the minimum payment for such higher classification.

- b. The provisions of subclause (a) of this clause shall not apply where the employee of the higher classification is off duty pursuant to [Clause F2 - Arrangement of Hours](#); nor when an employee in a higher grade is absent from duty by reason of their additional day off duty as a consequence of working a 38 hour week.
- c. Subject to subclauses (b) and (c) above, the provisions of subclause (a) shall not apply where a day worker is being relieved and is absent from duty for a period of three consecutive working days or less which have been rostered in advance.

H. REMUNERATION AND BENEFITS

H1. REMUNERATION

- a. An employee's remuneration will be paid fortnightly.
- b. Full-Time and Part-Time Employees are entitled to be paid ordinary pay in [Schedule 1](#) for the appropriate Employment Classification for all ordinary hours worked.
- c. Casual Employees are entitled to be paid ordinary pay in [Schedule 1](#) for the appropriate Employment Classification for all ordinary hours worked. In addition, a casual loading of 25% will apply.
- d. Where it is expressly stated in this Agreement that overtime, weekend payments and public holiday payments are to be made to casual employees, such payments shall be taken to be inclusive of and not in addition to the casual loading referred to in this subclause.
- e. For weekend and public holiday work, casual employees are entitled to the penalty rates prescribed in [Clause F10 - Shift and Weekend Work](#) and [Clause F11 - Public Holidays](#). Such payments are taken to be inclusive of and not in addition to the casual loading referred to in subclause [H1\(c\)](#).
- f. A casual employee will be paid shift allowances calculated on the ordinary pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- g. A casual employee is entitled to overtime in accordance with clause [F8 - Overtime](#) and taken to be inclusive of and not in addition to the casual loading referred to in subclause [H1\(c\)](#).
- h. Casual employees have the benefit of all of the other entitlements set out in this Agreement, which are applicable to casual employees, on a pro rata basis in the same proportion as their ordinary hours of work bear to full-time hours.
- i. A casual employee's entitlement to long service leave is governed by the provisions of the Long Service Leave Act 1955 (NSW).

H2. SALARY INCREASES

- a. Fresh Hope Care is committed to providing salary increases that reward employees for their efforts and that are aligned to industry standards.
- b. The hourly rates of pay for the respective classifications are set out at [Schedule 1](#) of this Agreement. Salary increases for the life of the Agreement will apply from the first full pay period on or after the dates set out at [Schedule 1](#).
- c. Any further Salary increase, other than as set out at [Schedule 1](#), shall be at the discretion of Fresh Hope Care, 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.

H3. SALARY PACKAGING

- a. Permanent employees may be able to make voluntary pre-tax contributions or payments through a written salary packaging agreement between Fresh Hope Care and the employee. Fresh Hope Care will pay the salary packaging amount in accordance with the salary packaging agreement.
- b. An employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary 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 packaging arrangement was not in place.
- d. Fresh Hope Care recognises the need for employees to consider independent financial and taxation advice and recommend that employees consider such advice prior to entering into salary packaging arrangements.
- e. In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, Fresh Hope Care will advise the employee concerned. The salary packaging contribution arrangement will be terminated or amended to comply with such laws.
- f. Unless otherwise agreed by Fresh Hope Care, an employee may revoke or vary their salary packaging contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary packaging benefit are met.

H4. PAYMENT OF WAGES

- a. Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution as nominated by the employee. Wages shall be deposited by Fresh Hope Care in sufficient time to ensure that wages are available for withdrawal by employees by the close of business on pay day. Where the wages are not available to the employee by such time due to circumstances beyond Fresh Hope Care's control, Fresh Hope Care will not be held accountable for such delay.
- b. Where the services of an employee are terminated with due notice, all moneys owing shall be paid upon cessation of employment, but in the case of termination without due notice, within five working days.
- c. Where Fresh Hope Care has overpaid an employee, Fresh Hope Care will notify the employee in writing of such overpayment and how such overpayment is made up, and may recover such amounts, with the agreement of the employee as to the amount of the overpayment and method of such recovery. This subclause authorises the use of deductions from wages for the purpose of such recovery. All such deduction from wages must be authorised in writing by the employee.

H5. SUPERANNUATION

- a. Fresh Hope Care will make Superannuation Contributions to an approved complying Fresh Hope Care will make Superannuation Contributions by the employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.

b. An 'approved fund' means:

- the Health Employees' Superannuation Trust Australia (H.E.S.T.A.);
- the First State Super;
- any agreed complying superannuation fund; nominated by the employee;
- any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme.

An employee will nominate one approved fund to which all statutory superannuation contributions shall be paid.

Should an employee fail to nominate a fund, Fresh Hope Care will make the superannuation contributions in accordance with SG legislation into HESTA (Default Fund). The Default Fund offers a MySuper Product.

- c. Fresh Hope Care supports those employees who wish to make voluntary contributions to superannuation. Employees may contribute an agreed portion or an agreed amount of their pre-tax salary to their nominated superannuation fund.
- d. Fresh Hope Care will in respect of each employee, pay a sum equal to the Superannuation Guarantee legislation, as amended from time to time, of the employee's gross ordinary time earnings into an approved fund. Such contributions shall be remitted to the approved fund on a monthly basis.

I. LEAVE

11. ANNUAL LEAVE

a. Employees are entitled to annual leave as outlined below.

b. Casual employees have no entitlement to annual leave.

c. Accrual of Annual Leave

1. All employees, other than shift workers, are entitled to four (4) weeks paid annual leave.
2. Shift workers are entitled to one (1) additional week of Annual Leave.
3. A shift worker, for the purposes of the additional week of annual leave set out at c.2. is defined as:
 - (i) in the case of a Home Care employee, 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;
 - (ii) in the case of a nurse, is regularly rostered over seven days of the week; and regularly works on weekends.
4. The entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

d. Payment of Annual Leave

1. If an employee takes annual leave during a period, the annual leave shall be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period.
2. An employee going on leave will be paid for such leave in accordance with their normal pay cycle. Provided that Fresh Hope Care may approve an employee's request in writing that the leave be paid for prior to commencing such leave.
3. Once the leave has commenced the election cannot be changed unless Fresh Hope Care agrees.
4. If the employment of an employee who has not taken an amount of accrued annual leave ends at a particular time, the employee's untaken accrued annual leave shall be paid at the employee's ordinary pay at that time.
5. Annual leave loading, if any, shall be paid in accordance with subclause h. below.

e. Taking of Annual Leave

1. An employee is entitled to take an amount of annual leave during a particular period if:
 - (i) at least that amount of annual leave is credited to the employee; and
 - (ii) Fresh Hope Care has authorised the employee to take the annual leave during that period.
2. In the taking of leave, the employee shall make written application to Fresh Hope Care, giving timely notice of the desired period of such leave.
3. Annual leave shall be taken in an amount and at a time which is approved by Fresh Hope Care subject to the operational requirements of the workplace. Fresh Hope Care shall not unreasonably withhold or revoke such approval.

f. Extensive accumulated annual leave:

1. Where the Employee has leave that has accrued for 12 months after the date upon which the right to such leave has accrued, Fresh Hope Care may direct the Employee to take some or all of that accrued annual leave, provided that:
 - (i) the employee has been given a reasonable opportunity to submit a plan to reduce the leave to 6 weeks (pro rata for part time) within six months;
 - (ii) Fresh Hope Care will not unreasonably refuse to agree to a leave reduction plan which includes saving leave for an extended vacation within 12 months; and
 - (iii) in directing that the employee take leave the Employee cannot be directed to reduce the accrued leave to less than 6 weeks.

g. Cashing out of Annual Leave

1. Annual Leave credited to an employee may be cashed out by agreement, subject to the following conditions (refer to Section 93 of the Act):
 - (i) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between Fresh Hope Care and the employee; and
 - (iii) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone.

h. Annual Leave Loading

1. In addition to their Annual Leave payment, an employee will be paid the higher of:
 - (i) an annual leave loading of 17.5% of their Annual Leave; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
2. Annual Leave loading is not payable for days which have been added to an employee's leave entitlement due to the substitution payment for Public Holidays under the previous or this Agreement.
3. Shift allowances and weekend penalties are not payable for public holidays which occur during a period of annual leave.

i. Annual Leave and Service

1. A period of annual leave does not break an employee's continuity of service and annual leave counts as service for all purposes.

j. Payment of Annual Leave on Termination

1. If, when the employment of an employee ends, the employee has a period of untaken paid annual leave and annual leave loading, Fresh Hope Care will pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

12. PURCHASED LEAVE

- a. An Employee may, if mutually agreed with the Employer, purchase up to 2 weeks additional paid leave in a twelve month period (**Purchased Leave**). The Employer may grant Purchased Leave, subject to operational requirements.
- b. The Purchased Leave is purchased by the Employee through authorised salary deductions made over the corresponding twelve month period. The amount deducted will correspond with the amount of Purchased Leave.
- c. Purchased Leave must be used in the twelve month period in which it is purchased by the Employee.
- d. An Employee may not alter a Purchased Leave arrangement within the period referred to at subclause b, except by agreement with the Employer.
- e. Where an Employee ceases a Purchased Leave arrangement in accordance with subclause d or terminates prior to the conclusion of the 12 month Purchased Leave period, the Employer will refund any salary deducted in respect of any unused Purchased Leave. Where the Employee's employment terminates and the amount of Purchased Leave taken exceeds the amount deducted, the Employer may deduct a sum equal to the negative balance from any remuneration payable to the Employee upon termination of employment.

13. PAID PERSONAL LEAVE (SICK AND CARER'S LEAVE)

- a. Full-time employees and permanent part time employees are entitled to ten (10) days paid personal leave.
- b. Casual employees have no entitlement to paid personal leave.
- c. Accrual of personal leave is progressive during a year of service and according to the employee's ordinary hours of work, and accumulates from year to year.
- d. Personal leave is either:
 - 1. sick leave taken by an employee who is not fit for work because of a personal illness or injury; or
 - 2. carer's leave taken by an employee to provide care or support to a member of the employee's immediate family (as defined) or household who requires care or support because of an illness or injury of the member or an unexpected emergency affecting the member.
- e. If the period which an employee takes paid personal/carer's leave includes a day or part day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.
- f. If the employee takes paid personal leave, Fresh Hope Care will pay the employee at the employee's ordinary pay for the ordinary hours of work in the period.
- g. Notification and Evidence
 - 1. Employees shall notify Fresh Hope Care at least 2 hours before their rostered shift, or as soon as reasonably practicable, for all instances of a personal leave absence.

2. All periods of personal leave will be certified by a certificate from a registered health practitioner or provision of a statutory declaration (**Certification**). **Registered Health Practitioner** means a health practitioner registered, or licensed, as health practitioner (or as a health practitioner of a particular type) under *The National Health Practitioner Regulation National Law Act* of a State, Territory or the Commonwealth. Fresh Hope Care will not require the employee to supply Certification where the absence does not exceed two consecutive days or where, in the Fresh Hope Care's opinion, the circumstances are such not to warrant the requirement, provided that Certification will be required for absences of less than 2 consecutive days where:
 - i. The absence is either side of a public holiday or on a public holiday;
 - ii. The absence is before or after an employee's RDO or period of paid annual leave
 - iii. Where the employee is absent without Certification for in excess of 5 days in any 12 month period.

14. UNPAID PERSONAL LEAVE

- a. Once an employee's entitlement to paid personal leave has been exhausted, or in the case of a casual employee, employees are entitled to up to two days unpaid carer's leave per occasion.
- b. Unpaid Carer's leave can be taken by an employee to provide care or support to a member of the employee's immediate family or household (as stated by the NES) who requires care or support because of an illness or injury of the member or an unexpected emergency affecting the member.
- c. An employee may seek special consideration or agreement between Fresh Hope Care and the employee for separate periods providing they have met all conditions in clauses a. and b. above.

15. COMPASSIONATE (BEREAVEMENT) LEAVE

- a. Employees are entitled to up to two (2) days paid compassionate leave per occasion:
 1. for the purposes of spending time with a person who is a member of the employee's immediate family or household (as stated by the NES) and has a personal illness, or injury, that poses a serious threat to his or her life; or
 2. after the death of a member of the employee's immediate family or household (as stated by the NES).
- b. If any additional compassionate leave is required, then employees may utilise any other form of leave as appropriate or apply for leave without pay.
- c. If the employee is paid compassionate leave, Fresh Hope Care will pay the employee at the employee's ordinary pay for the ordinary hours of work in the period.
- d. An employee may seek special consideration or agreement between Fresh Hope Care and the employee for separate periods providing they have met all conditions in clauses a. and b. above.
- e. Casual employees have no entitlement to paid compassionate leave, however casual employees are entitled to unpaid compassionate leave provided the casual employee would otherwise be entitled to such leave and complies with the provisions of this clause. Fresh Hope Care agrees not to fail to re-engage a casual employee because the employee

accessed the entitlements provided for in this subclause. The rights of Fresh Hope Care to engage or not to engage employee are otherwise not affected.

16. COMMUNITY SERVICE LEAVE

- a. Employees are entitled to community service Leave in accordance with the provisions of the NES.
- b. Eligible community service activities:
 1. entitle an employee, acting reasonably, to be absent from employment for periods including:
 - (i) time when the employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity.
 2. include:
 - (i) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - (ii) a voluntary emergency management activity; or
 - (iii) an activity prescribed in regulations made for the purpose of subsection (4) of the Act.
- c. Jury Service
 1. There is no limit on the amount of unpaid jury service leave an employee can take in a 12 month period of employment.
 2. Employees, other than casuals, are entitled to be paid:
 - (i) for the first ten (10) days when absent from work in one or more periods to attend jury service re a particular jury service summons.
 - (ii) the difference between what the employee received as jury service pay and the base rate of pay for the employee's ordinary hours of work in the period or periods.
 3. Where the duration of jury service re a particular jury service summons exceeds ten (10) days, Fresh Hope Care agrees to assist the employee as far as is reasonably practical to maintain their regular income. The assistance may include: flexibility of rosters; access to Annual Leave and/or Long Service Leave.
 4. Fresh Hope Care may require the employee to provide evidence that would satisfy a reasonable person:
 - (i) that the employee took all necessary steps to obtain any amount of jury service pay to which they were entitled; and
 - (ii) of the total amount of jury service pay, paid or payable to the employee.
 5. No payment is required where evidence is required by Fresh Hope Care and not provided by the employee.
- d. Voluntary Emergency Management Activity (VEMA)
 1. An employee engages in a VEMA if:
 - (i) they voluntarily participate;

- (ii) the activity involves dealing with an emergency or natural disaster;
- (iii) they are a member of, or have a member like association with a Recognised Emergency Management Body (REMB); and
- (iv) the REMB requests their participation.

17. PARENTAL LEAVE

- a. Employees are entitled to parental leave in accordance with the provisions of the NES.
- b. Where an employee is eligible for parental leave in accordance with the NES, the employee may also be entitled to paid parental leave as follows:
 - 1. Full-time and part-time employees are entitled to paid parental leave at ordinary pay, from the date the parental leave commences in the following circumstances:
 - (i) first claim: where eligible for unpaid parental leave; and
 - (ii) second and subsequent claims: where an employee, having returned to work from a period of parental leave, has completed 3 months of continuous service prior to each claim.
 - 2. For the purposes of the calculation of “ordinary pay” for paid parental leave purposes, an employee will be paid the higher of:
 - (i) The average of the ordinary hours actually worked by the employee in the twelve (12) month period ending at the commencement of parental leave; or
 - (ii) The ordinary hours worked by the employee at the time of the commencement of parental leave.
 - 3. Paid parental leave includes:
 - (i) nine (9) weeks paid parental leave for the primary carer in regard to the birth of a child;
 - (ii) nine (9) weeks paid adoption leave for the initial primary carer of the adopted child; and
 - (iii) one (1) week paid partner leave (non-primary carer).
 - 4. Paid partner leave will be payable to:
 - (i) partner of the primary carer; or
 - (ii) partner of the initial primary carer of an adopted child.
 - 5. Partner includes same-sex and de facto partner but does not include former de facto partners.
 - 6. Employees can commence paid parental leave six (6) weeks prior to the expected date of birth providing they have completed their twelve (12) months service.
 - 7. Employees need to provide written notice at least four (4) weeks prior to commencing any parental leave and must provide a medical certificate or other acceptable document confirming the pregnancy at least ten (10) weeks prior to the due date.
 - 8. Transfer to safe job or “no safe job leave” will be applied in accordance with the provisions of the Act.

Any period of "paid no safe job leave" taken by the employee pursuant to the "Transfer to a Safe Job" provisions of the Act shall be deducted from any period of paid leave the employee may be eligible for under this clause.

18. LONG SERVICE LEAVE

- a. An employee's entitlement to long service leave will be in accordance with the provisions of this Agreement and the Long Service Leave Act 1955 (NSW) provided that should there be any inconsistency between that legislation and the provisions of this Agreement these provisions will prevail.
- b. Each employee will be entitled to two (2) months long service leave on ordinary pay after ten (10) years' service, which may be taken on a pro-rata basis after seven (7) years' service. After ten (10) years' service, additional long service leave shall accrue on the basis of five (5) months long service leave for each ten (10) years' service. This additional leave may be taken on a pro-rata basis each five (5) years after completing the initial ten 10 year period of service.
- c. Where the services of an employee with at least five (5) years' service are terminated by Fresh Hope Care for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, they will be entitled to be paid a proportionate amount on the basis of two (2) months for ten (10) years' service.
- d. For the purpose of subclause (b):
 1. service shall mean continuous service with any one Fresh Hope Care/organisation;
 2. service shall not include any period of leave without pay except in the case of employees who have completed at least ten (10) years' service (any period of absence without pay being excluded therefrom) in which case service shall include any period without pay not exceeding six (6) months taken after 1 June 1980;
- e. Fresh Hope Care will give to each employee at least one month's notice of the date from which it is proposed that the employee's long service leave should be given and taken. Long service leave will be taken as soon as practicable having regard to the needs of the workplace, or where Fresh Hope Care and the employee agree, such leave may be postponed to an agreed date.
- f. Where Fresh Hope Care and the employee agree in writing that the taking of a period of leave be postponed at the request of an employee to an agreed future date, the period of leave at the time of the agreement being made will, when taken or paid out in accordance with subclause (i), be paid at the rate applicable at the time of the agreement.
- g. On the termination of employment of an employee, otherwise than by their death, Fresh Hope Care will pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination.
- h. Where an employee who has acquired a right to long service leave, or after having had five (5) years' service and less than ten (10) years' service dies, the widow or the widower of such employee or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower or children such person who, in the opinion of Fresh Hope Care, was at the time of the death of such an employee, a dependent relative of such employee shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had their services terminated as referred to in

subclause (b) and such monetary value shall be determined according to the salary payable to the employee at the time of his or her death.

- i. Where there is a guardian of any children entitled under this subclause the payment to which such children are entitled may be made to such guardian for their maintenance, education and advancement.
- j. Where there is no person entitled under this subclause to receive the monetary value of leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.
- k. Where an employee has been granted a period of long service leave prior to the coming into force of this Agreement, the amount of such leave shall be debited against the amount of leave due under this Agreement.
- l. Employees of Fresh Hope Care previously covered by long service leave provisions or arrangements contained in industrial instruments or State legislation will have their long service leave accrual entitlement carried over but the accrual and access to long service leave entitlements from the date of transfer shall be in accordance with this Agreement.

e.g. an employee with 15 years continuous service under an industrial instrument or State legislation at the time of transfer may have an accrued entitlement of three (3) months long service leave. From this time onwards employees would accrue their entitlements in accordance with this Agreement, at the rate of 2.5 months for each five (5) years' service as the continuity of service for long service leave purposes is not affected by the entering into of this Agreement. Thus, after 20 years continuous service the employee would be entitled to 5.5 months long service leave, made up of 3 months under the previous industrial instrument or State legislation and a further 2.5 months under this Agreement.

19. LEAVE WITHOUT PAY

- a. By agreement between Fresh Hope Care and a permanent employee, an employee may be granted a period of leave without pay.
- b. The period of leave without pay will not break the continuity of service but will not count for the purpose of:
 - 1. accruing annual leave, incremental progression, sick leave and public holidays;
 - 2. accruing long service leave except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded therefrom) in which case service shall include any period without pay not exceeding six (6) months taken after 1 June 1980;
 - 3. qualifying period for paid and unpaid parental leave; and
 - 4. the calculation of notice and severance pay in accordance with [Clause K - Termination of Employment](#) and [Clause K4 - Redundancy](#).

110. NATURAL DISASTER LEAVE

- a. Where a permanent employee is unable to attend work because of a natural disaster i.e. bushfire or flood they will be entitled to be paid ordinary pay for the shift they would otherwise have worked on that day. This entitlement will apply once per calendar year and is not cumulative from year to year.
- b. Fresh Hope Care may require the employee to provide evidence to support their claim.

I11. CEREMONIAL LEAVE

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

I12. FAMILY VIOLENCE LEAVE

The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer seeks to develop a supportive workplace in which victims of family violence can come forward for help and support.

a. Definition of Family Violence

The employer accepts the definition of family violence as stipulated in the relevant state legislation. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

b. General Measures

- (i) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse or a Family Violence Support Service or Lawyer.
- (ii) All personal information concerning family violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.
- (iii) An Employee experiencing family violence may raise the issue with their immediate supervisor/manager or designated person as identified by the employer

c. Individual Support

- (i) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer may approve a request from an Employee experiencing family violence for the following, providing the request is reasonable in all the circumstances:
 - 1. changes to their span of hours or pattern or hours;
 - 2. relocation to suitable employment within the workplace;
 - 3. a change to their telephone number or email address to avoid harassing contact;
 - 4. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (ii) An employee experiencing family violence may be referred to the Employee Assistance Program (EAP) and/or relevant local resources.

d. Leave

- (i) The employer will provide full time and part time employees who are victims of family violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements with flexibility to use their personal/carers leave for such purposes.

- (ii) In addition, the employer will provide up to five (5) paid days exceptional circumstances leave per annum. This leave may be taken as consecutive or single days or as a fraction of a day.
- (iii) This leave will not be accrued.
- (iv) The Employee will apply in advance for this leave wherever possible.
- (v) Where leave entitlements in subclauses (i) & (ii) above are exhausted the employer shall permit access to unused Annual Leave and when exhausted unpaid leave.
- (vi) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.
- (vii) Casual employees will be entitled to unpaid Family and Domestic leave.
- (viii) This leave may be taken as consecutive or single days or as a fraction of a day.

J. STAFFING AND DEVELOPMENT

J1. TRAINING

- a. Employees will be given ongoing training as necessary, relevant to their roles and responsibilities. Delivery of training may be via a variety of means including but not limited to face to face, on the job and e-learning. The organisation will facilitate access to the appropriate resources to undertake the training provided and the skills necessary to utilise those resources.
- b. Where practicable, training must be provided to employees during their normal rostered hours of work. Where it is not:
 1. Employees will attend training outside their normal rostered working hours when required to do so by Fresh Hope Care. All mandatory training must be attended by employees;
 2. Fresh Hope Care must provide employees with two weeks' notice of the requirement to attend training outside of their normal rostered working hours;
 3. Where an employee attends training they will be paid their ordinary pay and the Vehicle/Travelling Allowance (Item 5 of [Schedule 2](#)) for the travel time that is in excess of the time normally taken for the employee to attend work;
 4. Training must be arranged so that Full-Time Employees receive a minimum break as set out in [Clause F5](#). Where practicable, similar arrangements should also be made available to all other employees.
 5. Notwithstanding [Clause F3 Minimum Hours](#), [Clause F8-Overtime](#) will not apply where attendance at such training is outside the normal rostered working time of other than full-time employees and where it interrupts the applicable eight or ten hour break between shifts.

J2. PROFESSIONAL DEVELOPMENT AND STUDY LEAVE

- a. Each full time employee (pro rata, for part time employee) may make application to Fresh Hope Care in order to access study, examination, conference and professional development leave. Each application will be assessed on its merits in the context of the applicability of the conference/ seminar/ course of study or examination the number of other similar applications and the resources available to Fresh Hope Care.
- b. In accordance with subclause a. above the employee may apply to Fresh Hope Care in order to access up to 3 days paid leave per year for the purposes of attendance at approved conferences/ seminars and or access to approved studies or leave for examinations.
- c. The time and manner of taking any such approved leave under this provision is to be mutually agreed between Fresh Hope Care and the employee and the course and means of dissemination of conference/seminar information is to be approved by Fresh Hope Care.
- d. Reasonable travel, accommodation and registration costs may be paid by the employer, when Fresh Hope Care approves the employee's attendance at the conference/seminar.
- e. All staff granted leave will be required to provide an in-service to other staff on the learning from the leave and to provide a report to Fresh Hope Care on the learning's from the conference/seminar or course of study.

K. TERMINATION OF EMPLOYMENT

K1. RESIGNATION

- a. Employees may resign from their employment by giving the following notice:

Employee	Notice
Home Care Managers	Four weeks
Casual Employee	To the end of the current shift
All other Employees	One week in the first year of service and thereafter the notice provision set out at clause K2.a.

K2. TERMINATION ON NOTICE

- a. Fresh Hope Care may terminate the employee's employment by giving the following written notice, or payment in lieu, of such notice:

Employee's period of continuous service	Notice
Not more than 3 years	At least two weeks
More than 3 years but not more than 5 years	At least three weeks
More than 5 years	At least four weeks

Home Care Managers are entitled to four weeks' notice.

- b. If the employee is over 45 years of age and has completed at least two years of continuous service with Fresh Hope Care, the employee is entitled to an additional one (1) weeks' notice.
- b. Fresh Hope Care may terminate the employment of a Casual Employee by giving notice to the end of the current shift worked.

K3. REDUNDANCY

- a. Redundancy occurs where Fresh Hope Care has made a definite decision that they no longer have a business/operational requirement for the position and this is not due to the ordinary and customary turnover of labour.
- b. Upon termination of the employee's employment due to redundancy, Fresh Hope Care will pay the employee the following severance payment:

Where the employee is under 45 years of age:

Minimum years of service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and over	16 weeks pay

Where the employee is 45 years of age or over:

Minimum years of service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and over	20 weeks pay

- c. The employee is not entitled to notice ([Clause K2](#)) or severance pay where:
1. the employee's position is redundant and the employee is offered employment in another position comparable in status and remuneration to their position; or
 2. part or all of Fresh Hope Care's business is transferred by way of sale, assignment or succession and the employee is offered employment with the purchaser, assignee or

successor of the business (or part) on terms that overall are no less favourable than provided for in this Agreement.

- d. For the purposes of this clause "continuous service" means an employee's service with Fresh Hope Care during the whole of the period, including a period of authorised paid leave. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an employee but are not to be taken into account.
- e. For the purposes of this clause "weeks' pay" for employees other than casuals means the greater of:
 - 1. the employee's ordinary pay (excluding overtime), plus the following allowances (where applicable) broken shift allowance, shift and weekend work allowances, and district allowances; or
 - 2. the employee's average actual weekly earnings over the preceding twelve months from the date of termination.

DECLARATION AND SIGNATURES

I am authorised to sign this Agreement on behalf of FRESH HOPE CARE

J. Favalaro
SIGNATURE

JOHN FAVALORO
PRINT NAME AND TITLE *HR MANAGER*

Address: *LEVEL 1, 3 RIDER BOULEVARD, RHODES NSW 2138*

Date: *4 APRIL 2018*

I am authorised to sign this Agreement as a nominated employee bargaining representative

SIGNATURE

PRINT NAME AND TITLE

Address:

Date:

I am authorised to sign this Agreement as the nominated employee bargaining representative on behalf of the New South Wales Nurses and Midwives' Association/ Australian Nursing and Midwifery Federation NSW Branch

SIGNATURE

PRINT NAME AND TITLE

Address:

Date:

I am authorised to sign this Agreement as the nominated employee bargaining representative on behalf of the Health Services Union NSW Branch

SIGNATURE

PRINT NAME AND TITLE

Address:

Date

Brett Holmes

.....
Brett Howard Holmes
Branch Secretary
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

.....
WITNESS
Margaret Mary Potts
50 O'Dea Ave, Waterloo

Coral Levett

.....
Coral Vicky Levett
President
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

.....
WITNESS
Margaret Mary Potts
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.

SCHEDULE 1 – PAY RATES

Classification Stream	Current rate	First full pay period on or after 1 Nov 2017	First full pay period on or after 1 Nov 2018	First full pay period on or after 1 Nov 2019
Enrolled Nurse (without medication qualification)				
1st year	24.43	24.99	25.59	26.23
2nd year	24.95	25.52	26.14	26.79
3rd year	25.48	26.07	26.69	27.36
4th year	26.02	26.62	27.26	27.94
Thereafter	26.58	27.19	27.84	28.54
Enrolled Nurse				
Level a	26.28	26.88	27.53	28.22
Level b – 1 st year	26.82	27.44	28.10	28.80
Level b – 2 nd year	27.41	28.04	28.71	29.43
Level b – 3 rd year	28.72	29.38	30.09	30.84
Registered Nurse				
1st year	30.68	31.39	32.14	32.94
2nd year	32.55	33.30	34.10	34.95
3rd year	34.53	35.32	36.17	37.08
4th year	36.65	37.49	38.39	39.35
Thereafter	38.88	39.77	40.73	41.75
Home Care Manager or Home Services Program Manager				
10 packages, less than 60 packages	36.87	37.72	38.62	39.59
60 packages less than 120 packages	38.65	39.54	40.49	41.50
120 packages, less than 180 packages	40.77	41.71	42.71	43.78
Home Care Employees				
Grade 1	20.82	21.30	21.81	22.36
Grade 2	21.83	22.33	22.87	23.44
Grade 3	23.35	23.89	24.46	25.07
Home Care Coordinator				
Grade 1	24.56	25.12	25.73	26.37
Grade 2	27.24	27.87	28.54	29.25
Clerical & Administrative Employees				
Grade 1	22.35	22.86	23.41	24.00
Grade 2	23.66	24.20	24.79	25.40
Grade 3	25.09	25.67	26.28	26.94
Grade 4	26.18	26.78	27.42	28.11
Grade 5	27.38	28.01	28.68	29.40

NOTE: THESE ARE PERMANENT EMPLOYEES RATES OF PAY ONLY AND ARE NOT INCLUSIVE OF ANY CASUAL LOADINGS THAT APPLY TO CASUAL EMPLOYEES

SCHEDULE 2 – ALLOWANCES

Item No.	Clause	Description	Per	First full pay period on or after 1 Nov 2017 (\$)	First full pay period on or after 1 Nov 2018 (\$)	First full pay period on or after 1 Nov 2019 (\$)
1	F 6 c	Broken Shift	Shift	9.00	9.22	9.45
2	F 5 e	Overtime Breakfast	Meal	13.60	13.93	14.27
3	F 5 e	Overtime Luncheon	Meal	17.60	18.02	18.47
4	F 5 e	Overtime Evening Meal	Meal	25.66	26.28	26.93
5	F 8 f G 3 b J 1 b 3	Vehicle Allowance	Km	0.37	0.38	0.39
6	G 1 a.	Vehicle Allowance- official business	Km	0.78*	0.78*	0.78*
7	G 2 c	Uniform Allowance	Week	6.96	7.13	7.31
8	G 2 c	Shoes	Week	2.16	2.21	2.27
9	G 2 c	Cardigan or jacket	Week	2.08	2.13	2.18
10	G 2 c	Stockings	Week	3.46	3.54	3.63
11	G 2 c	Socks	Week	0.69	0.71	0.73
12	G 2 d	Laundry	Week	5.78	5.92	6.07
13	G 3 b	On call	Day	20.83	21.33	21.86
14	G 3 b	On call during meal break	Shift	11.01	11.27	11.56
15	G 4 a	Continuing Education Allowance: RN Postgraduate Certificate (not a hospital certificate)	Week	19.62	20.09	20.59
16	G 4 a	Continuing Education Allowance: RN Postgraduate Diploma or Degree (not nursing undergraduate)	Week	32.68	33.46	34.30
17	G 4 a	Continuing Education Allowance: RN Master's Degree or Doctorate	Week	39.21	40.15	41.15
18	G 4 a	Continuing Education Allowance: EN Certificate IV qualification (unless upgrades the qualification leading to enrolment)	Week	13.06	13.37	13.70

* NB: - The rate per km for the first full pay period on or after 1 Nov 2018 and 1 Nov 2019 will move in line with the Social, Community, Home Care and Disability Services Industry Award.

FAIR WORK COMMISSION

MATTER NO: AG2018/1325

UNDERTAKINGS

Fresh Hope Care provides the following undertakings in accordance with section 190 of the Fair Work Act 2009:

1. The dispute settlement term set out at clause A10 shall be read to allow for the settlement of disputes about a matter arising under the Agreement or a dispute in relation to the NES. Further, an employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
2. The classification/ role of Home Care Case Manager is the same as that of Home Care Coordinator, referred to in the Agreement.
3. Notwithstanding clause F10b. of the Agreement,
 - (i) all rostered ordinary time worked by a part-time or casual employee classified as a Home Care Employees Grade 1 – 3 and Home Care Coordinators Grade 1 and 2 on Sunday, will be paid at a minimum Sunday penalty rate of 95%, provided that where an employee works less than half their ordinary hours on a Sunday (calculated each fortnight), the Sunday penalty rate applied will be 82%.
 - (ii) Clerical employees are not engaged to work ordinary hours on a weekend under this Agreement.
4. On call undertaken on weekends and public holidays will apply only to Home Care Case Managers and BSO (clerical classifications). No other employee classifications are rostered on call during weekends and public holidays.

Sleepover

5. Where an employee is required to undertake any work during a sleepover period such employee shall be entitled to a minimum payment of 1 hour.
6. The span for a sleepover will be a continuous period of 8 hours. An employee:
 - (i) may be rostered to work before and/ or after a sleepover period. The rostered work before or after shall each be referred to herein as the Work Period; and
 - (ii) will be paid a minimum of 4 hours for at least one Work Period.
7. 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.



John Favaloro
Human Resources Manager
GROUP OPERATIONS | HUMAN RESOURCES

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