

From: Michael Robson <mrobson@asu.asn.au>

Sent: Monday, 30 August 2021 1:42 PM

To: Chambers - Ross J <Chambers.Ross.j@fwc.gov.au>; Chambers - Lee C <Chambers.Lee.c@fwc.gov.au>; Chambers - Clancy DP <Chambers.Clancy.DP@fwc.gov.au>

Cc: AMOD <AMOD@fwc.gov.au>

Subject: AM2018/26 – SCHDS Award

Dear Associates,

AM2018/26 – SCHDS Award

I refer to the matter above. The ASU filed submissions in this matter on 26 August 2021.

There were two typographical errors in the ASU's submission. The ASU seeks leave under s 586(a) to file amended submissions to correct that error. We asked that original submissions be removed from the FWC website and replaced with the attached. Please see attached **for filing** the corrected submissions.

The Errors

At paragraph 57 we said:

The parties to the Joint Proposal considered the definition proposed by the Commission. We believe the definition in the May Decision better reflects the circumstances of the SCHDS Industry.

The document should have read:

The parties to the Joint Proposal considered the definition proposed by the Commission. We believe the definition in the Joint Proposal better reflects the circumstances of the SCHDS Industry than the suggested definition in the May Decision.

At paragraph 62 we said:

Minimum engagement for work between 6.00 am and 10.00 pm when on-call.

Lodged by:

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62. The Joint Position leaves the minimum payment between 6.00 am and 10.00 pm to be determined by the Commission.

The document should have read:

Minimum engagement for work between 10.00 pm and 6.00 am when on-call.

62. The Joint Position leaves the minimum payment between 10.00 pm and 6.00 am to be determined by the Commission.

S 586

Section 586 provides as follows:

The FWC may:

- (a) allow a correction or amendment of any application, or other document relating to a matter before the FWC, on any terms that it considers appropriate; or
- (b) waive an irregularity in the form or manner in which an application is made to the FWC.

The ASU's submission of 26 August 2021 is a 'document relating to a matter before the FWC'. Section 586 (a) grants the FWC a broad discretionary power to amend or correct documents relating to matters before the FWC. There would be no prejudice to any other party if the Commission granted leave to file the corrected submissions. Further, it would ensure the proceedings run more smoothly, because the ASU will not need to clarify its position in written or oral submissions. Additionally, there is a policy interest in ensuring the Commission's record of the proceedings accurately reflects the position of the parties.

We will serve the corrected documents on the other parties to the proceedings shortly.

Best regards,

Michael Robson

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Four Yearly Review of Modern Awards – *Social, Community, Home Care and Disability Services Award 2010* –
Substantive Claims

SUBMISSION OF THE AUSTRALIAN SERVICES UNION

1. This submission regards the Four Yearly Review of the *Social, Community, Home Care and Disability Services Industry Award 2010* ('**SCHDS Award**'). It is made in accordance with the Directions issued by the Commission in the Statement¹ dated 9 August 2021 ('**9 August Statement**').
2. The submission is made response to the provisional views expressed by the Fair Work Commission in its Decision² of 4 May 2021 ('**May Decision**') regarding the remote response and damaged clothing claims and the additional items noted by the Commission at paragraph 9 of the 9 August Statement.
3. The ASU files with this submission three witness statements:
 - the Statement of Feargus John Macbeth Manning, dated 25 August 2021;
 - the statement of Paul McKenzie, dated 21 July 2021; and
 - the Statement of Daniel Trickett, 20 dated July 2021.

I – BROKEN SHIFTS

4. The ASU filed submissions regarding the Commission's provisional views on the broken shift claims and the draft determination issued by the Commission on 3 August 2021.³ We rely on those submissions. These submissions concern the matters identified in the 9 August Statement.
5. Additionally, we note the Commission has heard no evidence in these proceedings about shift work or day work outside of disability services and the home care sector. Any variation it makes should be careful not to change the industrial arrangements for employees in the Social and Community Sector, Crisis Accommodation and Family Day Care.

The issues Identified in the 9 August Statement

6. The Commission granted the parties leave to file submissions and evidence regarding a number of issues arising from the Draft Determination issued on 4 May 2020 ('**Draft Determination**') identified by the Fair Work Commission of the 9 August Statement:

1. NDS' proposal that the first sentence of clause 25.6 of the draft variation determination be amended to read:

'This clause only applies to day workers who are social and community service employees when undertaking disability services work and home care employees.' [(**NDS Day Work Proposal**)].

2. NDS' proposal that clause 25.6(d) of the draft variation determination be amended to read:

'Payment for a broken shift will be at ordinary pay with weekend and overtime penalty rates, including for time worked outside the span of hours, to be paid in accordance with clauses 26 and 28.' [(**NDS Amendment to clause 25.6(d)**)].

¹ *Four Yearly Review of the Modern Awards* [2021] FWCFB 4863

² *Four Yearly Review of Modern Awards* [2021] FWCFB 2383.

³ ASU Submissions dated 3 August 2021, [14]-[40].

3. The ASU proposal that clause 25.6(d) of the draft variation determination be amended as follows:

'Payment for a broken shift will be at ordinary pay with shift, weekend, public holiday, and overtime, penalty rates to be paid in accordance with clauses 26, and 28, 29 and 34.' [(**'the ASU Shift Penalties Proposal'**)]

4. The ASU proposal that, in the absence of a provision for paid travel time, the SCHADS Award should provide a clear statement that employees must not be required to travel between work locations during their meal breaks and that overtime should be payable until an employee is allowed a meal break free from travel. The ASU has filed a draft determination in respect of this issue.

Items 1 and 3 – Broken Shifts and Shift Work

7. Items 1 and Item 3 at paragraph 9 of the 9 August Statement concern the working of broken shifts by shift workers who are social and community services employees when undertaking disability services work (**'disability employees'** or **'disability shift workers'**) and home care employees.
8. The ASU noted in its submission of 3 August 2021,⁴ that the broken shift term in the Commission's Draft Determination of 4 May 2021 would have unintended consequences for disability and home care workers who are shift workers.
9. The draft determination replaced the clause describing how shift penalties are paid to workers working broken shifts (clause 25.6(b)) with a clause providing an entitlement to a broken shift allowance.
10. The meaning of the new clause 25.6(b) is ambiguous, but one apparent effect would be to remove a shift workers' entitlement to shift penalties and replace them with the broken shift allowance when working a broken shift. This could lead to some workers being worse off than under the current provisions and may encourage employers to roster broken shifts where they were not worked before.⁵ Other parties have suggested that this was the intended outcome.
11. NDS also identified this ambiguity and proposed a number of amendments to the draft variation, that would confine the operation of the broken shift work to day workers. The effect of the variations proposed by NDS, when read in conjunction with clause 29.4 of the Award, would be that disability and home care shift workers would be required to work their hours in a single continuous block.
12. If the Commission is minded to restrict the application of clause 25.6 to day workers, then the SCHDS Award should be varied so that disability employees and home care employees who are shift workers for the purposes of clause 29 must work their shifts *'in one continuous block of hours that may include meal breaks and sleepovers'* under clause 29.4.
13. To achieve this outcome, the Commission would simply need to adopt the variation to clause 25.6 of the draft determination proposed by NDS (Item 1 of Paragraph 9 of the 9 August Statement). To avoid ambiguity, clause 29.4 should also be amended to include an express provision to the effect that shift workers may not work broken shifts.
14. Alternatively, if the Commission was not minded to confine broken shifts to day workers, then the Commission should reject the NDS Day Work proposal and adopt the ASU's proposals regarding the payment of shift penalties (Item 3). Additionally, it should amend clause 29.4 to provide an express provision that work should be continuous except in the case of a broken shift worked in accordance with clause 25.6.
15. The Commission may also decide not resolve the controversy and simply vary the Award in the terms contemplated by the draft determination. In these circumstances, a controversy would persist about whether

⁴ ASU Submission dated 3 August, [22]-[38].

⁵ ASU Submission dated 3 August, [38].

the effect of clause 29.4 is that disability and home care employees who work broken shifts cannot be shift workers and should be treated as day workers. The Commission should not adopt this approach.

Does the SCHDS Award currently permit shift workers to work broken shifts?

16. During the hearing on 6 August, it emerged that there was controversy about the correct interpretation of the shift work and broken shift terms of the SCHDS Award, in particular the interaction of clause 29.4 and clause 25.6.⁶
17. The evidence before the Commission is that employees in the disability and home care sectors work broken shifts at times that attract a shift penalty and at times that do not. There is also evidence before the Commission that employees work broken shifts on some days and work shift work on other days. There is also evidence before the Commission that employees who work broken shifts also work sleepover shifts.
18. However, the practice of employers and employees in the industry, and the various interpretations of the Award asserted by the industrial parties, do not determine the correct interpretation of the Award.
19. The Commission cannot determine the existing rights and obligations of employers covered by the SCHDS Award. It could only form an opinion as to the existing legal rights of the employers and employees as a step in arriving at the ultimate conclusions on which the Commission bases its decision to vary the Award. In doing so, the Commission would risk creating further controversy and opening its decision to judicial review.
20. Luckily, the Commission does not need to form an opinion about the interaction of the current clause 29.4 and clause 25.6 to determine the matters before it in this proceeding. It should not do so.
21. The Commission's task in the present proceedings is to review the SCHDS Award.
22. The Commission is obliged to ensure that modern awards, together with the NES, provide a fair and relevant minimum safety net taking into account the Modern Awards Objective.⁷ It may make determinations to vary the SCHDS Award if it is satisfied that it is necessary to do so provide a fair and relevant minimum safety net.
23. The controversy over the interpretation of the Award emerges in the context of the Commission's decision to vary clause 25.6 and NDS's proposal to amend the draft determination so that the broken shifts term only applies to day workers. The controversy can and should be resolved by amendments to the draft determination without requiring the Commission to form an opinion about the current meaning of the Award.
24. The ASU reserves its rights with regard to the interpretation of the Award as it stands currently.

Should shift workers in disability services and home care work broken shifts?

25. If the Commission is minded that working broken shifts should be confined to day workers, then the draft determination should be amended so that it clearly provides that disability and home care shift workers for the purposes of clause 29 must work their shifts '*in one continuous block of hours that may include meal breaks and sleepovers*' under clause 29.4.
26. Confining the working of broken shifts to day workers would ensure that the SCHDS Award provides for fair and relevant minimum safety net for disability and home care workers who are shift workers. Working irregular hours (broken shifts) at un-sociable hours (afternoon and night shifts) is undesirable. Employees experience significant disutility when working either broken shifts or afternoon and night shifts.⁸ When broken shifts and unsociable hours coincide, the disutility is compounded.

⁶ See, for example, Transcript, 6 August 2021, PN272.

⁷ *Four Yearly Review of Modern Awards* [2014] FWCFB 1788, [60].

⁸ The disutility of work outside the day time span of hours should be assumed given that the SCHDS Award has imposed a penalty rate where an employee's shift finishes after 8.00pm or commences before 6.00am. No party has sought the review of those rates in the Four Yearly Review. Unsubstantiated submissions that the shift penalties in the SCHDS Award should be rejected.

27. The SCHDS Award must only include terms to the extent necessary to achieve the modern awards objective.⁹ To achieve the Modern Awards Objective, the safety net provided by the SCHDS Award must be fair and relevant.¹⁰ Unless there is a significant countervailing need for shift workers to work broken shifts, they should be prohibited by the SCHDS Award. If there is, they should be compensated for the disutility with appropriate allowances and penalty rates.
28. The evidence (discussed below) before the Commission suggests that there is no significant need for shift workers to work broken shifts in disability services:
- The evidence before the Commission suggests that work outside the day worker span of hours is largely worked continuously.
 - Discontinuous work outside the day time span of hours could be reorganised to be worked continuously. There may be some cases where this is impossible, but they are marginal. These cases could be dealt with by the payment of overtime to day workers, the making of an Individual Flexibility Arrangement ('IFA'), or through enterprise bargaining.
 - Some shift workers do work broken shifts during the day worker span of hours as part of their pattern of work. These shifts could be reorganised so that hours are worked continuously because they are part of a pattern of 24 hour shifts. If this is not possible, employers are able to make enterprise agreements or IFAs with those employees.
29. Alternatively, if the Commission is not minded to confine broken shifts to day workers, then shift workers who work broken shifts should be covered by clause 25.6 and should be paid the broken shift allowance in addition to their normal shift penalties.
30. In our submissions of 3 August, we explained the potential practical impact of the Draft Determination on shift workers.¹¹ Some workers would see a reduction in their income when they work a broken shift that attracts a shift penalty, for example an employee working a continuous 8 hour night shift. An 8-hour broken shift under the draft determination would cost the employer less than an 8-hour unbroken shift at afternoon or night shift rates. The Draft Determination would also encourage an employer to reduce the cost of night work by reducing the amount of paid time on a night shift: for example, turning an 8-hour active night shift into a 7.5 hour broken shift worked over an 8-hour span.
31. Further, the broken shift allowance and the clause 29 shift penalties are separate and distinct forms of compensation for different disabilities.
32. The shift penalties compensate employees for the times at which the work is performed. These penalties were not challenged by any party during the proceedings.
33. The broken shift allowance compensates employees for the disutility identified in the May Decision at [550]:
- *the length of the working day being extended because hours are not worked continuously, and*
 - *the additional travel time and cost associated with effectively presenting for work on 2 occasions.*
34. The approach of the Penalty Rates Full Bench regarding '*separate and distinct forms of compensation for different disabilities*' in the *Penalty Rates Case*¹² is relevant to this matter. The present Full Bench followed this

⁹ Fair Work Act, 138.

¹⁰ Fair Work Act, 34.

¹¹ See paragraphs [31]-[38].

¹² *Four Yearly Review of Modern Awards* [2017] FWCFB 1001, [889]-[898]. In that case weekend penalty rates and the casual loading.

approach when it decided to vary the award so that the casual loading was paid in addition to weekend, public holiday and overtime rates.¹³ It should do so again in this matter.

35. Paying the broken shift allowance in addition to shift penalties, is unlikely to significantly increase costs for employers, because:
- day workers who work outside the span of hours will be paid over-time instead of shift penalties;
 - It is unlikely that a shift worker will work a broken shift that is also a night, afternoon, or public holiday shift; and
 - employers can and should re-organise work in the most efficient way possible.

Evidence of working patterns in disability services

36. Work patterns in disability services depend on the type of service: Supported Independent Living ('**SIL**') group homes or Short Term Accommodation ('**STA**') homes (**collectively 'residential settings'**); individualised supports in the community and in private homes ('**individual supports**'); and day programs, recreation activities and sporting activities (**collectively 'group activities'**). We discuss each below.

Individual Supports

37. Almost all evidence in these proceedings concerns employees providing individual supports in the community or in private homes.
38. The evidence before the Commission demonstrates that most individual supports are provided during the dayworker span of hours (6.00 am and 8.00 pm).¹⁴ This reflects the fact these supports are directed towards assisting a person with a disability to go about their daily life at home and in the community. Employees may work for long periods of time when working broken shifts.¹⁵
39. Individual supports will only be provided after 8.00 pm if the person with a disability requires support to during the meal times and when they go to bed.¹⁶ The latest supports are likely to be provided is approximately 10.00 pm.¹⁷ In some cases, a person living in a private home may require a person to stay with them during the night. This may either be an active night shift or a sleepover shift under clause 25.7.¹⁸ In rare cases, a disability support worker may be required to attend a person with a disability who is also a shift worker while they travel to work.¹⁹ Not all disability providers offer service after 8.00 pm or before 6.00 am.²⁰
40. Employees who provide individual in-home supports do not necessarily have a recognisable pattern of work. They are likely part-time employees who work a random pattern of hours including their agreed pattern of hours, additional hours at ordinary rates of pay, and in some cases overtime.²¹

Residential Settings

41. There has not been a significant amount of evidence about the actual work practices in residential settings during these proceedings. To assist the Commission, the ASU has filed the following statements of Mr Manning, Mr Trickett and Mr McKenzie. Mr Manning's statement attaches example rosters for STA and SIL homes.

¹³ *Four Yearly Review of Modern Awards* [2019] FWCFB 6067, [153]-[158].

¹⁴ Rathbone Statement, [18]; Encabo Statement, [18]; Waddell Statement, [23]; Quinn Statement, [27]; Elrick Statement, [23]; Manning Statement, [22].

¹⁵ Kinchin Statement, [17]; Rathbone Statement, [18]; Encabo Statement, [25]; Steiner Statement, [15].

¹⁶ Miller Statement, p 5.

¹⁷ Quin Statement, [27], pp 9, 11, 16 and 18; Steiner Statement, [15] and Annexure A.

¹⁸ Encabo Statement, pp 6-9.

¹⁹ Manning Statement, [23].

²⁰ Manning Statement, [22].

²¹ Encabo Statement, pp 6-29. Steiner Statement,

42. In residential settings, working patterns reflect the needs of the client and the type of facility:
- SIL group homes provide accommodation for people with a disability who require support to live independently.²² SIL group homes are usually normal houses, units or apartments adapted to the needs of their residents. Most group homes will have between two and four people living in them. There may be SIL homes with a single occupant.²³ It is unlikely that there will be more than 6 people in a group home. SIL homes will be staffed at all hours that the residents are home according to the needs of the residents. The number of staff rostered on at any time will depend on the needs of the residents.
 - STA homes provide short term accommodation for people with a disability. This may be because they cannot live at their normal home or it may be that they choose to stay at the facility. Historically, facilities of this kind were called ‘respite’ facilities. Staffing requirements will be similar to those in SIL homes, but will change more regularly as clients move in and out of the home.²⁴
43. In most cases, the home will be staffed at all times by at least one employee.²⁵ Work in residential facilities will be organised in a pattern of day and night shifts to ensure that the home is adequately staffed at all times that clients are at home.²⁶
44. Broken shifts will only be worked during the day worker span of hours.²⁷ The reason a shift would be broken is because the staffing requirements are reduced because the clients are absent in the middle of the day for work, education or group activities. In that case, there would be a shift in the morning as the clients get out of bed, get ready for the day and travel to work. In the afternoon, there will be another shift when the clients return home.²⁸
45. At night, group homes will be staffed by either an ‘active’ night shift of up to 10 continuous hours²⁹ or a ‘sleep over’ shift under clause 25.6 (where the employee will sleep at the workplace and work ordinary hours before the sleepover, after the sleepover, or at either end). An employee in a SIL facility is likely to work both types of shift, although some will work during the day or at night as a matter of preference.
46. Supervisory staff in SIL homes tend to work full-time hours during the day time span of hours,³⁰ but some may work broken shifts.³¹

Group activities

47. Group activities occur within the day worker span of hours.

Item 2 - NDS amendment to clause 25.6(d)

48. If the Commission decides to confine the working of broken shifts to day workers, we would support an amended version of NDS amendment to clause 25.6(d).
49. Two spans of hours apply to day workers who work a broken shift. The day worker span of hours under clause 25.2(a) (6.00am to 8.00 pm) and the broken shift span of hours at clause 25.6(e) (12 hours).
50. propose the following amendment for clarity:

²² Trickett Statement, [2]-[4].

²³ Trickett Statement, [4].

²⁴ Manning Statement, [6], [19].

²⁵ Miller Statement, pp 4-5; Manning Statement, [14]; Trickett Statement, [4].

²⁶ Manning Statement, [14].

²⁷ Manning Statement, [15]-[16]; Elrick Statement, [23].

²⁸ Manning Statement, Attachment A.

²⁹ Trickett Statement, [4]; Manning Statement, [15].

³⁰ Anderson Statement, [14]; Manning Statement, [21], Attachment B; McKenzie Statement, [7]; Trickett Statement, [9].

³¹ Manning Statement, [21].

Payment for a broken shift will be at ordinary pay with weekend and overtime penalty rates, including for time worked outside the span of hours provided by clause 25.2(a), to be paid in accordance with clauses 26 and 28.

Item 4 – Travel during meal breaks

51. The ASU relies on its submissions regarding the Meal Breaks Proposal filed on 3 August 2021³² and the draft determination filed on 9 August 2021.

II – REMOTE RESPONSE

52. Several parties, including the clients of Australian Business Lawyers and Advisors, the ASU, HSU, UWU and NDS, filed a joint position regarding remote response on Monday, 23 August 2021 (**Joint Position**). It is a fair and reasonable compromise between the interests of employees and employers. It is also the proposal before the Commission that best reflects the provisional views. The Commission should adopt the Joint Position and reject all others.

53. The Commission expressed a number of provisional views about a clause dealing with work performed by employees outside of their normal working hours and away from their working location. These include:

Definitions

- the SCHDS Award should define ‘remote response work’ or ‘remote response duties’; and

Minimum engagements

- there is ‘*inherent logic*’ to the ABI minimum payment structure, but the Commission takes a different view about the minimum payments;
- a shorter minimum payment should apply where the employee is being paid an on-call allowance;
 - i. the minimum engagement for work between 6.00 AM and 10.00 PM should be 30 minutes;
 - ii. the minimum engagement for work between 10.00 PM and 6.00 AM should be 1 hour;
- that there is merit in ensuring that each discrete activity does not automatically trigger a separate minimum payment;

Rate of payment

- there was an inter-relationship between the minimum payment period and the rate of payment;
- there should be a better definition of the rate payable than ‘appropriate rate’;

Recordkeeping obligations

- there should be an obligation for an employee to keep records of their remote work and communicate those records to their employer.

54. The Joint Position broadly reflects the provisional views expressed by the Fair Work Commission in the May Decision.

55. The Joint Position leaves one matter for the Commission’s decision: the minimum payment for work between 10.00 pm and 6.00 am. The parties were not able to agree on a minimum payment for that period of time. However, they have agreed upon the rate that should be paid for that period, regardless of the length of the minimum engagement.

³² ASU Submissions dated 3 August 2021, [39]-[40].

Definition

56. The Joint Position includes a definition of 'remote work' at 25.10(b). The proposed definition reflects the subject of the claims made by ABI and the ASU, which both concerned work performed when the employee is not rostered to work and are then contacted and required to undertake certain functions remotely without physically attending the employer's premises.
57. The parties to the Joint Proposal considered the definition proposed by the Commission. We believe the definition in the Joint Proposal better reflects the circumstances of the SCHDS Industry than the suggested definition in the May Decision.

Minimum engagements

58. The Joint Position addresses each of the provisional views expressed by the Commission in respect of minimum engagements.

Minimum engagement for work between 6.00 am and 10.00 pm when on-call.

59. The Joint Position provides for a 15-minute minimum payment between 6.00am and 10.00 pm.
60. This is different to the 30-minute minimum payment proposed by the Commission in the 4 May Decision. However, this was not a concluded view, and the parties were invited to consider the inter-relationship between the minimum payment period and the rate of payment. Joint Position strike a fair and reasonable balance between the rate of payment and the minimum payment.
61. Employees will be paid at a penalty rate specified by 25.10(d) when they perform remote work. These penalty rates broadly reflect the overtime, weekend and public holiday penalty rates in the Award.

Minimum engagement for work between 10.00 pm and 6.00 am when on-call.

62. The Joint Position leaves the minimum payment between 10.00 pm and 6.00 am to be determined by the Commission.
63. The ASU supports the Commission's provisional view that the minimum payment should be 1 hour.

Minimum engagement for remote work when not on call

64. The Joint Position provides for a 1-hour minimum engagement when an employee is not required to be on call. This reflects the Commission's provisional view that there should be higher minimum engagement for remote work when an employee is not on call.

Each discrete activity does not automatically trigger a separate minimum payment

65. The Joint Position provides that where multiple instances of remote work will be performed on any day then separate minimum payments will be triggered for each instance of remote work, except that a new minimum payment will not be triggered where multiple instances of remote work are performed within the same minimum payment period.

Rate of Payment

66. The Joint Position sets out the rates payable for remote work at clause 25.10(d). Remote response is paid at the employee's minimum hourly rate of pay, except in the circumstances identified at subclauses (A) through (F).
67. Clause 25.10(d) addresses the Commission's comments about the use of the term 'appropriate rate' by clearly stating the rate of pay that is payable to a permanent or casual employees for remote work in the following circumstances:
- outside the span of 6.00 am to 8.00 pm;

- on Saturdays, Sundays and Public Holidays;
- where remote work results in an employee working more than 10 hours in one day; and
- where remote work results in an employee working more than 38 hours in a week or 76 hours in a fortnight.

68. The Commission has indicated that it believes there is an inter-relationship between the rate of pay applicable to remote work and the minimum engagement period. As noted above, to strike a balance between the minimum payment period and the rates of pay.

Additional evidence filed by the ASU

69. The ASU relies on its previous evidence and submissions about the disutility associated with remote work.

70. The additional witness statements filed by the ASU further proves the disutility associated with performing remote response work. These include:

- disruption of domestic chores and parental responsibilities, with an impact on the worker's partner and/or children;
- work at unsocial times, such as early mornings, late nights, Saturdays, Sundays and public holidays;
- a requirement to remain within areas of good mobile phone reception (a significant limitation in regional and rural areas);
- a requirement to remain close to their place of residence, because the tasks expected by their employer cannot be performed efficiently on a mobile phone or tablet;
- a requirement to hold themselves ready to return to the physical workplace even where most work would be performed remotely;
- a requirement to use their own personal property when working remotely, including personal computers and internet service; and
- significant hours of work.

71. Both Daniel Trickett and Paul McKenzie gave evidence about the ways that being rostered on-call has impacted their personal lives. Mr Trickett and Mr McKenzie both needed to remain close to home when they were rostered on-call and could not spend any time in a location that had poor mobile phone reception. This was because they needed to be able to respond immediately if required to work. They could be recalled to work at the physical work or to work remotely. Mr McKenzie reported feeling anxious due the anticipation of being called. Many employees find themselves in similar circumstances to Mr Trickett and Mr McKenzie when on-call – they do not know whether they will be required to provide a remote response or physically attend a workplace when they are called upon.

72. Mr Trickett and Mr McKenzie describe the significant impact that being on-call can have on an employee's livelihood – this will only be heightened for those employees who are required to provide remote response when not rostered on-call. An employee in these circumstances is unlikely to have made alternative arrangements in relation to caring responsibilities and food preparation, and would likely experience significant disruptions to any leisure activities.

73. Additionally, the evidence filed by the ASU in these proceedings demonstrates that employees in the SCHDS Sector can and will exceed the minimum engagements in the Joint Proposal. The evidence of Mr McKenzie demonstrates that he worked approximately 15 hours over the 2020 New South Wales June Long Weekend, including 5 hours and 45 minutes on the Queen's Birthday Public Holiday.

74. Additionally, the evidence of Mr McKenzie and Mr Trickett demonstrates that it is possible to organise work in the disability sector without relying on supervisors to work on call. Caringa, who employ both Mr Trickett and Mr McKenzie, have recently employed a number of rostering clerks to handle many of the administrative duties that were previously performed by on-call employees. As noted by Mr Trickett, the higher cost associated with paying overtime to employees on-call was a significant factor in the Caringa making this decision.

Comparisons with remote work provisions in other modern awards

75. The minimum engagements and rates of pay prescribed by the Joint Proposal are not unusual in the modern award system, nor are they in any way unusual in the modern award system. Indeed, if remote response was paid at the employee's minimum rate of pay in the SCHDS Award, it would be the only federal award to do so.

76. Relevantly:

- The *Nurses Award 2020* provides for a 1-hour minimum payment at overtime rates for employees who are required to perform work '*via telephone or other electronic communication away from the workplace*'.³³
- The *Contract Call Centres Award 2020* provides for a range of minimum engagements for remote work (between 30 minutes and 1 and a half hours depending on the time of day), paid at overtime rates. There is no on-call term in the award.³⁴
- The *Telecommunications Services Award 2020* provides for a range of minimum engagements for technical services stream employees performing remote work (between 30 minutes and 1 and a half hours depending on the time of day), paid at overtime rates.
- The *Local Government Award 2020*, the *Victorian Local Government Award 2015* and the *Water Industry Award 2020* pay overtime rates for 'remote response' as defined by the Award.
- In the *Telstra Award 2015*, an employee working at home will be paid at overtime rates for the hours actually worked when rostered on-call, and an employee who works remotely when they are not rostered on-call would receive 200% of their ordinary rate of pay.

77. The ASU has prepared a summary of remote work terms in the Modern Awards, Modern Enterprise Awards and State Reference Public Sector Awards. It is attached to this statement as **Attachment A**.

The AIG proposal

78. On 17 August 2021, AIG filed a proposal regarding the remote response claims. The ASU opposes the AIG remote response claim in its entirety.

79. Significantly, the AIG proposal significantly expands the scope of the matter beyond that of the claims advanced by the ASU, HSU and ABI. As noted by the Commission (at [647] of the May Decision) the claims focused on:

'circumstances where an employee, who is not 'at work' or otherwise rostered to work or performing work at a particular time, is contacted and required to undertake certain functions remotely without physically attending the employer's premises (such as providing information to the employer over the telephone).'

80. AIG's claim extends to all work where an employee does not have a designated workplace. AIG's drafting is ambiguous, but it appears that the intent is for their remote response clause to completely replace the ordinary hours, rostering and penalty rate provisions of the SCHDS Award.

³³ Clauses 28.5 and 28.6.

³⁴ Clause 20.7.

81. It is a completely novel proposal brought in the final stages of these proceedings and unsupported by any evidence. The Commission should reject it outright.

III – DAMAGED CLOTHING

82. The ASU notes the consent position filed by AIG on 25 August 2021. We support the consent position.

Australian Services Union

26 August 2021

Attachment A – Summary of Modern Award, Modern Enterprise Award and State Reference Public Sector Award ‘Remote Work’ terms

| Award | Clause Number | Clause |
|--|---------------|---|
| Contract Call Centres Award 2020 | 26. Overtime | <p>26.7 Remote service/support</p> <p>(a) An employee required to work overtime providing service or support over the telephone or via remote access arrangements must be paid for each occasion that such work is carried out:</p> <p>(i) for a minimum of half an hour at the appropriate overtime rate where such work commences between 5.00 am and up to 10.00 pm;</p> <p>(ii) for a minimum of one hour at the appropriate overtime rate where such work commences after 10.00 pm and up to midnight; or</p> <p>(iii) for a minimum of one and a half hours at the appropriate overtime rate where such work commences after midnight and before 5.00 am;</p> <p>except where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary hours.</p> <p>(b) Provided that, the employee will not be required to work the full half an hour or one hour or one and a half hours if the work which the employer requires to be performed is completed within a shorter period.</p> <p>(c) Notwithstanding the above, where an employee has completed the job and finished work and is required to perform further work within the half hour, one hour or one and a half hours, the balance of the minimum period for that job will be cancelled and the employee will only be paid up to the commencement of the next work period. The employee will then be entitled to be paid for a minimum of half hour, one hour or one and a half hours as the case may be for the next work period.</p> <p>(d) Overtime worked in circumstances specified in this clause will not be regarded as overtime for the purposes of clause 26.4 where the time worked is less than three hours during the work period or each work period. Provided that where the total number of hours worked on more than work period is four hours or more then the provisions of clauses 26.4(b) and (c) will apply.</p> <p>(e) Overtime worked in circumstances specified in this clause will not be regarded as overtime for the purposes of clause 26.5.</p> |
| Local Government | 21. Overtime | <p>21.6 On-call</p> |

| | | |
|--|-----------------------|---|
| <p>Industry Award 2020</p> | | <p>(a) An employee directed by the employer to be available for duty outside of the employee’s ordinary working hours will be on-call. An employee on-call must be able to be contacted and immediately respond to a request to attend work.</p> <p>(b) An employee who is on-call may be paid an on-call allowance in accordance with clause 19.2(e).</p> <p>(c) Call out</p> <p>(i) An employee who is on-call and in receipt of an on-call allowance will be paid at the appropriate overtime rate in clause 21 for time required to attend work.</p> <p>(ii) Actual time worked will be deemed to apply from the time the employee leaves home.</p> <p>(d) Remote response</p> <p>(i) An employee who is in receipt of an on-call allowance and available to immediately:</p> <p style="padding-left: 40px;">respond to phone calls or messages; provide advice (‘phone fixes’); arrange call out/rosters of other employees; and remotely monitor and/or address issues by remote telephone and/or computer access,</p> <p>will be paid the applicable overtime rate in clause 21 for the time actually taken in dealing with each particular matter.</p> <p>(ii) An employee remotely responding will be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day starting from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.</p> <p>19.2 (e) On-call allowance</p> <p>An employee who is on-call in accordance with clause 21.6 will be paid an on-call allowance as follows:</p> <p>(i) Monday to Friday, inclusive—\$23.67 per day; (ii) Saturday—\$35.51 per day; or (iii) Sunday or a public holiday—\$47.34 per day.</p> |
| <p>Nurses and Midwives (Victoria) State Reference Public</p> | <p>14. Allowances</p> | <p>25.6 Recall to work when on call</p> <p>An employee, who is required to be on call and who is recalled to work, will be paid for a minimum of three hours’ work at the appropriate overtime rate.</p> |

Where recall to duty can be managed without the employee having to return to the workplace, such as by telephone, the employee will be paid a minimum of one hour's overtime, provided that multiple recalls within a discrete hour will not attract additional payment.

25.7 Recall to work when not on call

(a) An employee who is not required to be on call and who is recalled to work after leaving the employer's premises will be paid for a minimum of three hours' work at the appropriate overtime rate.

(b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.

(c) An employee who is recalled to work will not be obliged to work for three hours if the work for which the employee was recalled is completed within a shorter period.

(d) If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport

14.4 On call allowance and additional leave

(a) An on call allowance is paid to an employee who is required by the employer to be on call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts for each 24 hour period or part thereof:

(i) between rostered shifts or ordinary hours Monday to Friday inclusive—2.35% of the standard rate;

(ii) between rostered shifts or ordinary hours on a Saturday – 3.54% of the standard rate; or

(iii) between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work— 4.13% of the standard rate.

(b) For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

(c) On Call / Recall and additional leave

The entitlement to be free from duty as described at clause 19.4 (two full days per week, four per fortnight etc.) includes on-call/recall work. If an employer cannot provide the required clear

| | | <p>days off duty in a fortnight and that employee is required to be rostered on-call:</p> <p>(i) on days that the employee is not rostered for duty; and</p> <p>(ii) is rostered for on-call duty for a minimum of two days during four or more four week roster cycles during an anniversary year,</p> <p>additional leave will accrue to the employee in accordance with the table below:</p> <table border="1" data-bbox="596 600 1402 999"> <thead> <tr> <th>Number of 4 week roster cycles on call</th> <th>Number of additional days</th> </tr> </thead> <tbody> <tr> <td>Less than 4</td> <td>0</td> </tr> <tr> <td>4 but less than 6</td> <td>1</td> </tr> <tr> <td>6 but less than 8</td> <td>2</td> </tr> <tr> <td>8 but less than 10</td> <td>3</td> </tr> <tr> <td>10 but less than 12</td> <td>4</td> </tr> <tr> <td>12 or more</td> <td>5</td> </tr> </tbody> </table> <p>(d) Between 1 December and 30 December in each year the employer will determine any entitlement under clause 14.4(c) by calculating the number of four week roster cycles worked by the employee during the 12 month period immediately preceding the date the calculation is made, during which the employee was rostered for on-call duty:</p> <p>(i) on days on which the employee was not rostered for duty; and</p> <p>(ii) was rostered for on-call duty for a minimum of two days.</p> <p>(e) Any leave accrued in accordance with this clause shall be taken by agreement between the employer and the employee subject to the operational needs of the employer.</p> <p>(f) Any leave accrued under this clause shall not attract any projected penalties or annual leave loading.</p> | Number of 4 week roster cycles on call | Number of additional days | Less than 4 | 0 | 4 but less than 6 | 1 | 6 but less than 8 | 2 | 8 but less than 10 | 3 | 10 but less than 12 | 4 | 12 or more | 5 |
|--|--|---|--|---------------------------|-------------|---|-------------------|---|-------------------|---|--------------------|---|---------------------|---|------------|---|
| Number of 4 week roster cycles on call | Number of additional days | | | | | | | | | | | | | | | |
| Less than 4 | 0 | | | | | | | | | | | | | | | |
| 4 but less than 6 | 1 | | | | | | | | | | | | | | | |
| 6 but less than 8 | 2 | | | | | | | | | | | | | | | |
| 8 but less than 10 | 3 | | | | | | | | | | | | | | | |
| 10 but less than 12 | 4 | | | | | | | | | | | | | | | |
| 12 or more | 5 | | | | | | | | | | | | | | | |
| <p>Nurses Award 2010</p> | <p>28. Overtime 16. Allowances</p> | <p>28.5 Recall to work when on call</p> <p>(a) An employee who is required to be on call and who is recalled to work at the workplace will be paid a minimum of three hours work at the appropriate overtime rate.</p> <p>(b) An employee who is required to be on call and who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hours work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's</p> | | | | | | | | | | | | | | |

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| | <p>overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.</p> <p>28.6 Recall to work when not on call</p> <p>(a) An employee who is not required to be on call and who is recalled to work at the workplace after leaving the employer's premises will be paid a minimum of three hours work at the appropriate overtime rate.</p> <p>(b) An employee who is not required to be on call and who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hours work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.</p> <p>(c) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.</p> <p>(d) An employee who is recalled to work will not be obliged to work for three hours if the work for which the employee was recalled is completed within a shorter period.</p> <p>(e) If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport.</p> <p>16.4 On call allowance</p> <p>(a) An on call allowance is paid to an employee who is required by the employer to be on call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts for each 24 hour period or part thereof:</p> <p>(i) between rostered shifts or ordinary hours Monday to Friday inclusive—2.35% of the standard rate;</p> <p>(ii) between rostered shifts or ordinary hours on a Saturday—3.54% of the standard rate; or</p> <p>(iii) between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work—4.13% of the standard rate.</p> <p>(b) For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.</p> |
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| <p>Telecommunications Services Award 2020</p> | <p>20. Overtime</p> | <p>20.8 Remote service/support—Technical stream</p> <p>(a) The provisions of clause 20.8 will only apply to classifications in the Technical Stream.</p> <p>(b) An employee required to work overtime providing service or support over the telephone or via remote access arrangements will be paid for each occasion that such work is carried out:</p> <p>(i) for a minimum of half an hour at the appropriate overtime rate where such work commences between 5.00 am and 10.00 pm;</p> <p>(ii) for a minimum of one hour at the appropriate overtime rate where such work commences after 10.00 pm and up to midnight; or</p> <p>(iii) for a minimum of one and a half hours at the appropriate overtime rate where such work commences after midnight and before 5.00 am;</p> <p>except where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary hours.</p> <p>(c) An employee will not be required to work the full half an hour or one hour or one and a half hours, as the case may be, if the work which the employer requires to be performed is completed within a shorter period.</p> <p>(d) Notwithstanding the above, where an employee has completed the job and finished work and is required to perform further work within the minimum period specified in clause 20.8(b) for that job, the balance of the minimum period for that job will be cancelled and the employee will only be paid up to the commencement of the next work period. The employee will then be entitled to be paid for a minimum of half hour, one hour or one and a half hours, as the case may be, for the next work period.</p> <p>(e) Overtime worked in circumstances specified in clause 20.8(b) will not be regarded as overtime for the purposes of clause 20.5 where the time worked is less than 3 hours during the work period or each work period. Provided that where the total number of hours worked on more than one work period is 4 hours or more then the provisions of clause 20.5(b) will apply.</p> <p>(f) Overtime worked in circumstances specified in clause 20.8(b) will not be regarded as overtime for the purposes of clause 20.6(a).</p> |
| <p>Telstra Award 2015</p> | <p>20. Overtime</p> | <p>20.8 Essential Customer Servicing</p> |

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| | <p>(a) In order to satisfy essential customer servicing requirements, Telstra may roster an employee to be available to respond to business needs outside of ordinary hours of work.</p> <p>(b) In any rostering arrangement, for the purposes of this clause, Telstra will have regard to the employee's ability to be at, or to remotely access, the worksite within a timeframe which meets Telstra's needs.</p> <p>(c) The rostering of an employee for the purposes of this clause is the responsibility of Telstra. Eligibility for the prescribed allowance is based upon Telstra expressly rostering the employee in accordance with the provisions of this clause. The provision of a pager or mobile telephone for contact purposes does not automatically attract the operation of this clause or overtime penalties.</p> <p>20.9 The rostering of an employee for the purposes of clause 20.8 should be based on a weekly cycle on the basis of the following:</p> <p>(a) On-Call: An employee who is required to remain contactable and available within a reasonable time to return to duty will be paid at 1.0453% of the standard rate per night and 2.4122% of the standard rate per day and night.</p> <p>(b) Emergent Call: An employee who is required to be available and ready to return to duty within 30 minutes will be paid at 2.0906% of the standard rate per night and 4.8244% of the standard rate per day and night.</p> <p>(c) Immediate Call: An employee who is required to remain at home and be ready for immediate recall to duty will be paid at 0.8845% of the standard rate per hour.</p> <p>20.10 For the purposes of these Essential Customer Servicing provisions, return to duty may either be undertaken via remote access, by providing technical advice over the telephone or a return to the worksite as the work requires.</p> <p>20.11 No payment will be made to an employee under these Essential Customer Servicing provisions where the employee has been appropriately rostered but does not or cannot hold themselves in the required degree of readiness to respond to a call to duty.</p> <p>20.12 An employee who is called upon to perform duty at home which can effectively be performed at home but who elects to perform the work at the worksite, will only be eligible for payment as if the work was performed at home.</p> <p>20.13 Where an employee performs work that:</p> |
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| | | <p>(a) is not continuous with ordinary work; and</p> <p>(b) involves attendances both before and after midnight,</p> <p>the payment for the whole attendance will be at least equal to the minimum overtime payment applicable to one day. Where a higher overtime rate applies on one of those days, the minimum payment will be calculated at the higher rate.</p> <p>20.14 In addition to the allowances in clause 20.9 an employee who is:</p> <p>(a) required to report to the worksite or a customer’s premises will be paid at the relevant overtime rate for actual hours worked (including travel time);</p> <p>(b) required to perform work at home will be paid at the relevant overtime rate for the actual hours worked; or</p> <p>(c) not rostered in accordance with this part but is contacted to perform duty at home will receive 200% of their ordinary rate of pay for the actual time worked, subject to the minimum overtime payment provisions.</p> |
| <p>Victorian Local Government Award 2015</p> | <p>22. Overtime</p> | <p>22.6 On call</p> <p>(a) An employee directed by the employer to be available for duty outside of the employee’s ordinary working hours will be on call. An employee on call must be able to be contacted and immediately respond to a request to attend work.</p> <p>(b) On call allowance</p> <p>Where the employee is on call, the employee will be paid an on call allowance each day equivalent to:</p> <p>(i) one hour at the standard rate for an employee on call, Monday to Friday inclusive;</p> <p>(ii) one and a half hours at the standard rate if required to be on call on a Saturday; or</p> <p>(iii) two hours at the standard rate if required to be on call on a Sunday or a public holiday.</p> <p>(c) Call out</p> <p>An employee who is on call and in receipt of an on call allowance will be paid at the appropriate overtime rate for time required to</p> |

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| | | <p>attend work. Actual time worked will be deemed to apply from the time the employee leaves home.</p> <p>(d) Remote response</p> <p>An employee who is in receipt of an on call allowance and available to immediately:</p> <p>(i) respond to phone calls or messages;</p> <p>(ii) provide advice ('phone fixes');</p> <p>(iii) arrange call out/rosters of other employees; and</p> <p>(iv) remotely monitor and/or address issues by remote telephone and/or computer access,</p> <p>will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter.</p> <p>(e) An employee remotely responding will be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.</p> |
| <p>Water Industry Award 2020</p> | <p>20. Overtime</p> | <p>20.6 On-call</p> <p>(a) An employee directed by the employer to be available for duty outside of the employee's ordinary working hours will be on-call. An employee on-call must be able to be contacted and immediately respond to a request to attend work.</p> <p>(b) On-call allowance</p> <p>Where an employee is on-call, the employee will be paid an on-call allowance each day equivalent to:</p> <p>(i) \$34.64 per day if required to be on-call on a weekday;</p> <p>(ii) \$46.18 per day if required to be on-call on a Saturday; or</p> <p>(iii) \$57.73 per day if required to be on-call on a Sunday or public holiday.</p> <p>(c) Call out</p> <p>An employee who is on-call and in receipt of an on-call allowance will be paid at the appropriate overtime rate for time worked on a</p> |

| | | |
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| | | <p>call out. Time worked will be calculated from the time the employee leaves home.</p> <p>(d) Remote response</p> <p>An employee who is in receipt of an on-call allowance and available to immediately:</p> <ul style="list-style-type: none"> (i) respond to phone calls or messages; (ii) provide advice ('phone fixes'); (iii) arrange call out/rosters of other employees; and (iv) remotely monitor and/or address issues by remote telephone and/or computer access, <p>will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter.</p> <p>(e) An employee remotely responding may be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.</p> |
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BEFORE THE FAIR WORK COMMISSION

MATTER NO. AM2014/286

S. 156 - Four yearly review of modern awards – Social, Community, Home Care and Disability Services Industry Award 2010

STATEMENT OF FEARGUS JOHN MACBETH MANNING

I, Feargus John MacBeth Manning, Roster Clerk of [REDACTED]

[REDACTED] say;

1. I am a member of the Australian Services Union, New South Wales and Australian Capital Territory Branch.

The Disability Trust

2. The Disability Trust is a not-for-profit disability service. It employs approximately 1700 permanent and casual employees and has over 4000 clients.
3. The Disability Trust a full suite of disability services.
 - a. Supported Independent Living ('SIL') in group houses,
 - b. Short Term Accommodation ('STA') or respite facilities,
 - c. 1:1 support in the community,
 - d. 1:1 support in private homes,
 - e. day programs, sport and recreation, and
 - f. supported employment.

My role

4. I am employed by the Disability Trust as a roster clerk.
5. I have been employed by the Disability Trust since May 2017. I was first employed as a roster clerk.
6. Between May and November 2018, I temporarily worked as a supervisor for a group of Short Term Accommodation ('STA') homes in the Illawarra. STA homes provide short-term accommodation for people with a disability. In the past they are what would have been called 'Respite' services. I was responsible for a team of up to 10 staff who supported clients in four homes. These includes a house that could support up to four clients, two two-client homes and a flat that could have one client.
7. After November 2018 I returned to the rostering team, where I have worked ever since.
8. I am part of the 'planned' team within the rostering department. My job is to match workers with those shifts. My duties are focused on dealing with planned absences or vacancies. Another group within my team deals with unplanned vacant shifts and absences. These

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vacancies arise because an employee is ill, on leave, because new services are being offered, because services have been rescheduled, or because new clients join the Disability Trust. Another team deals with unplanned absences or vacant shifts at shorter notice.

9. In my role, I have observed the different working arrangements that occur across the Disability Trust's workforce.
10. I am part of the rostering team that supports the Goulburn and Eurobodalla areas. In the area:
 - a. There are about 80 permanent staff and 21 casual employees in the Goulburn Eurobodalla areas;
 - b. 4 SIL homes;
 - c. 13 day group programs;
 - d. 2 supported employment programs; and
 - e. 1 STA or respite facility.
11. My role is to fill vacant shifts on the roster. Rosters for the different teams and facilities are built by local managers and supervisors who input starting and finishing times for shifts into our rostering system. They base rostering on their need for staff at different times of the day.
12. I also talk to a large number of employees on a daily basis, who tell me how they feel about their work. I know that a lot of our workforce are recent migrants to Australia on temporary visas. They tell me they do not understand the employment laws in Australia and feel vulnerable.

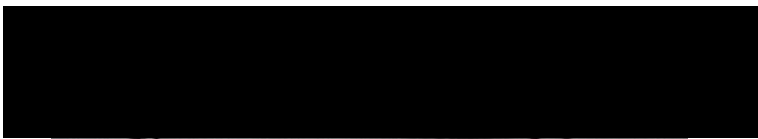
SIL houses and STA houses

13. SIL facilities are homes run by the Disability Trust for people with a disability.
14. SIL houses will have two to four people with a disability sharing a home. These facilities will be staffed at all times that the clients are home. SIL and STA facilities will be staffed by DSWs and Team Leaders.
15. At night, there are no broken shifts. We either roster an unbroken active night shift of up to 10 hour or a sleepover shift, depending on the needs of the client. A sleepover shift means one or two periods of paid work separated by an unpaid sleepover period. This is not considered a broken shift.
16. We will roster some broken shifts in SIL houses during the day, if the clients leave the home to attend work, education or recreation programs. It is likely that an employee could be rostered from 6.00am in the morning for approximately four hours, have a break, and return at 2.00 pm or 3.00 pm for another four-hour shift. The DSW would help the clients get out of bed in the morning and off to their day activities. In the afternoon, they would come back when the clients come home, help prepare dinner, clean up and then handover to the night shift or sleepover shift.
17. At a SIL house there will be a core team of DSWs who rotate through day work, active nights and sleepover shifts. Some DSWs may express a preference for working at a particular time, and so might only do, for example, active night shifts. But most DSWs in SIL will do a mix of active nights, sleepovers and day work in a four week rotating roster.

18. Attached to my statement and marked **Annexure A** are two example rosters for a group home.
19. STA is fairly similar to SIL, but with more variability. This is because we will have different clients with different needs coming in and out of the home. During the day there will be broken shifts because clients will continue to maintain their normal routine and attend day programs.
20. Attached to my statement and marked **Annexure B** is an example rosters for a respite home.
21. Both Team Leaders and DSWs could work broken shifts in SIL and STA houses, but mostly it will be DSWs.

Supports in private homes and the community

22. The Disability Trust provides supported accommodation in private homes. This would mean DSWs supporting individual clients in their own home. This work is likely to involve broken shifts. The Disability Trust rosters almost all individual supports in private homes between 6.00 am and 8.00 pm.
23. The Disability Trust also provides individualised supports in the community. Most community supports would occur during the day, when a DSW takes a client to their education or work. However, clients can be shift workers. If they work night shifts, they may need a DSW to take them to their shift and home again. There will be many broken shifts in individualised supports. This does not happen in the Goulburn Eurobodalla area at the moment, because we do not have a client who works shift work. But in my experience it can and does happen.



SIGNATURE
FEARGUS JOHN MACBETH MANNING
DATE: 25/8/2021

Annexure A - Example Rosters from SIL Group Homes

Annexure B - Example Roster from Short Term Accomodation Home

| | Mon, 2... | Tue, 3 A... | Wed, 4... | Thu, 5 A... | Fri, 6 Aug | Sat, 7 Aug | Sun, 8 A... | Mon, 9... | Tue, 10... | Wed, 11... | Thu, 12... | Fri, 13 A... | Sat, 14... | Sun, 15... | Mon, 16... | Tue, 17... | Wed, 18... | Thu, 19... | Fri, 20 A... | Sat, 21... | Sun, 22... | Mon, 23... | Tue, 24... | Wed, 25... | Thu, 26... | Fri, 27 A... | Sat, 28... | Sun, 29... | | |
|---------|--|-----------------------------------|--|-----------------------------------|---|------------|---|-----------|-----------------------------------|-----------------------------------|------------|-----------------------------------|------------|------------|------------|------------|-----------------------------------|------------|--------------|-----------------------------------|-----------------------------------|------------|------------|------------|------------|---|--|-----------------------------------|--|--|
| 5.00 | | Break Stay, Dapto DAPTO Sleepover | | Break Stay, Dapto DAPTO Sleepover | | | | | Break Stay, Dapto DAPTO Sleepover | Break Stay, Dapto DAPTO Sleepover | | Break Stay, Dapto DAPTO Sleepover | | | | | Stay, Dapto DAPTO Sleepover (Cat) | | | Stay, Dapto DAPTO Sleepover (Cat) | Stay, Dapto DAPTO Sleepover (Cat) | | | | | | Stay, Dapto DAPTO Sleepover (Cat) | Stay, Dapto DAPTO Sleepover (Cat) | | |
| 6.00 | | | ✓ 6:00am-2:00pm Client:ILS Parkside - Short Break Stay, Dapto DAPTO Short Term Accom - Original - Flat rate (Cat 1) STAR Allocated: Add Hours | | ✓ 6:00am-2:00pm Client:ILS Parkside - Short Break Stay, Dapto DAPTO Short Term Accom - Original - Flat rate (Cat 1) STAR Allocated: Add Hours | | ✓ 6:00am-2:00pm Client:ILS Parkside - Short Break Stay, Dapto DAPTO Short Term Accom - Original - Flat rate (Cat 1) STAR Allocated: Add Hours | | | | | | | | | | | | | | | | | | | 6:00am-10:00am Client:ILS Parkside - Short Break Stay, Dapto DAPTO Short Term Accom (Emp) STAR Allocated: Add Hours: Client Support | 6:00am-2:00pm Client:ILS Parkside - Short Break Stay, Dapto DAPTO Short Term Accom (Emp) STAR Allocated: Add Hours: Client Support | | | |
| 7.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12.00pm | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.00 | ✓ 2:00pm-10:00pm Client:ILS Parkside - Short Break Stay, Dapto DAPTO Short Term Accom - Original - Flat rate (Cat 1) STAR Allocated: Add Hours | | ✓ 2:00pm-10:00pm Client:ILS Parkside - Short Break Stay, Dapto DAPTO Short Term Accom - Original - Flat rate (Cat 1) STAR Allocated: Add Hours | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 8.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10.00 | ✓ 2/08/2021 10:00pm - 10:00pm | | ✓ 5/08/2021 10:00pm - 10:00pm | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

IN THE FAIR WORK COMMISSION

Matter NO.: AM2014/286

S. 156 - Four yearly review of modern awards – Social, Community, Home Care and Disability Services Industry Award 2010

STATEMENT OF PAUL FRANCIS MCKENZIE

I, Paul Francis McKenzie, Outcomes and Practice Leader, of [REDACTED]

[REDACTED] say;

1. I am a member of the Australian Services Union, New South Wales and Australian Capital Territory (Services) Branch.
2. I was born on [REDACTED] I am 53 years old.
3. I am married with three children.

Working at Caringa

4. I have been employed by Caringa Australia ('Caringa'), an organization that assist people with disabilities since 2002.
5. In or about 2007, after approximately 5 years of working as a support worker I was promoted to be a 'Senior in Training'. This role included 3 days of support work and 2 days of office duties a week. When this position commenced, part of the requirements of the role included doing an afterhours service for the company.
6. I was later promoted to Team Leader, which involved the supervision of a number of Supported Independent Living homes.
7. In 2020, my role was retitled Outcomes and Practice Leader, with substantially similar duties. I am a full time employee. I work 8.45am to 5.00pm Monday to Friday. I am employed under the *Social, Community, Home Care and Disabilities Services Industry Award 2010 ('the Award')*. I am classified at SACS Employee Level 4.
8. When I was promoted to Senior in Training, the afterhours person was paid a weekly allowance of \$200 and I performed afterhours duties on a roster system where it could be once every 8 or 9 weeks, depending on the number of people on the on-call roster. When I was rostered on-call, I would be on call for 7 days from Monday afternoon to the following Monday morning.
9. As the company was smaller than it is today this involved minimal duties and I may have had only up to 5 to 10 calls per week. As the company expanded the calls and duties also expanded. This caused fatigue and interfered with my family and social life.
10. Doing the afterhours, I was actually working for 12 days straight, because I would work on the weekend between the working week. After the afterhours 12 days straight stint, I was coming to work fatigued for the following week. I had trouble fully concentrating on my role for those days just after as I was still foggy from the lack of sleep caused by afterhours interruptions.
11. In 2020, the other team leaders, including [REDACTED] and I raised our concerns with management. During those discussions, management asked us to provide evidence to support our claims. I maintained hard-copy records of my afterhours work on a time analysis worksheet.
12. The other team leaders and I used our analysis of the hours we were working to convince my employer to replace the on-call roster with a team of rostering clerks.

Lodged by:

Australian Services Union

Address for Service:

116 Queensberry St, Carlton South, 3053

Telephone: (03) 9342 1400

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Email: info@asu.asn.au

My Task Analysis

13. I completed the time analysis worksheet over the long weekend of June 2020 ('Time Analysis').
14. The purpose was to demonstrate to my management that the afterhours requirements had a massive impact on my personal life especially over the weekend and public holidays.
15. I was rostered on-call from Monday, 1 June 2020 at 5.00 pm to Tuesday, 9 June at 8.45 am. The Time Analysis covers the period from the early evening on Friday, 6 June 2020 to Monday, 8 June 2020. Monday 8 June 2020 was the Queen's Birthday Public Holiday in New South Wales. This meant I was on-call for an additional day because I could not handover the on-call phone.
16. Being a long weekend, the duties of the afterhours service prevented me from going anywhere as you have to make sure you have reception and a computer to work from.
17. Whenever it was our turn to do an afterhours for a week and the weekend included in this period of time you made sure you weren't going anywhere so you could perform your duties.
18. Attached to this statement and marked **Annexure A** is a time analysis work sheet for the period 6 June 2020 to 8 June 2020.
19. At the top of the Time Analysis, I have made three vertical columns (left to right) for Friday, 5 June, Saturday, 6 June, Sunday, 7 June, Monday, 8 June, and Tuesday, 9 June 2020. In each column, there are three to four sub-columns:
 - a. 'Phone calls', means phone calls received or made;
 - b. 'Emplive', indicates use of Caringa's roster system, where I spent time looking for or making changes to staff;
 - c. 'CTARS', indicates the time I spent on our other system which is an information system that holds information about the clients we support;
 - d. 'TXTS updates', indicates the time I spent on the phone documenting what every phone call was about.
 - e. 'Office' indicates time I spent going into the office to retrieve resources.
20. On the side of the page, there are horizontal rows for each hour of the working day. Each row is broken into 4 sub-rows reflecting 15 minute increments. I needed to add, by hand, additional rows for the hours before 7.00 am and after 7.00 pm to record when I worked on those times. These are not broken into 15 minute increments.
21. In the 'phone call' column, I have recorded a dot when I receive a telephone call, I have also recorded a line when I was on the phone for a longer period of time. I counted the number of phone calls I made at the end of the day from the records on the afterhours phone.
22. The earliest call I received was at 5.00 am on Saturday, 6 June. The latest call I received was 10.17 pm on Monday, 8 June. During this period, I received or made 143 phone calls.
23. In the other columns, I drew a line to record the period of time I spent working in that area of activity in approximate 15 minute increments.
24. I have summarised the results of my analysis in this table:

| Day | Number of calls | Approximate Time Worked |
|------------------|-----------------|-----------------------------|
| Friday, 5 June | 5 | 45 minutes |
| Saturday, 6 June | 21 | 3 hours, 30 Minutes |
| Sunday, 7 June | 57 | 4 hours, 15 Minutes |
| Monday, 8 June | 40 | 5 hours, 45 minutes |
| Tuesday, 9 June | 20 | 1 hour |
| Total | 143 | 15 hours, 15 minutes |

25. In the other columns, I drew a line to record the period of time I spent working in that area of activity in approximate 15 minute increments.
26. A result of consultation with Caringa management, roster clerks were hired and the afterhours duties were taken off the Outcomes and Practice Leaders responsibilities from approximately the 12/10/2020. I was and still am delighted with this decision and solution. For myself it has resulted in getting my weekends back and after working 38 hours a week I was back to having a much needed break on the weekends.
27. With the introduction of the new roster clerk positions I am no longer required to complete this task I can go back to planning activities on those weekends that were affected by the afterhours
28. Also when I was doing afterhours duties out of worktime, I used to get quite anxious as I was anticipating to be called and interrupted at any time when you are at home or out in the community. I was always waiting for that call. The calls would come at those inconvenient times such as eating dinner out with the family, at the movies, enjoying other peoples company etc. It was highly inconvenient when I was driving a vehicle as I had to find a place that was safe to pull over and take the call. If this call warranted it, I would have to then head home to my computer so that I had access to computer screens to try and solve the problem.
29. I could not drive to any destination that had no service. Every time the family wanted to go somewhere on that weekend that was close by you had to make sure there was reception otherwise you could not go. This has all ceased with the introduction of the roster clerks system.



SIGNATURE

PAUL FRANCIS MCKENZIE

DATE: 21/07/2021

BEFORE THE FAIR WORK COMMISSION

MATTER NO. AM2014/286

S. 156 - Four yearly review of modern awards – Social, Community, Home Care and Disability Services Industry Award 2010

STATEMENT OF DANIEL TIMOTHY TRICKETT

I, Daniel Timothy Trickett, Outcomes and Practice Leader, of [REDACTED], say;

1. I am a member of the Australian Services Union, New South Wales and Australian Capital Territory (Services) Branch.

Personal Details

2. I was born on [REDACTED]. I am 40 Years old.
3. I have a son, [REDACTED]. I am single father; I share care equally with my ex-wife. I have [REDACTED] one week, and she will have him the next. We have a very friendly relationship, and I will often help out during her week if she needs me to.
4. I hold Certificate IV in Community Services, and Certificate in Assistant in Nursing.

My Current Employment

5. I work for Caringa, a disability services provider based in Grafton, New South Wales. I have worked for Caringa since 2004.
6. In or about November 2017, I started working as a Team Leader. Since 2017, the title of my role has changed, I am now called an Outcomes and Practice Leader (**'Practice Leader'**). Attached and marked **Annexure A** is a copy of my position description.
7. I am a full time employee.
8. I am employed under the *Social, Community, Home Care and Disabilities Services Industry Award 2010* (**'the Award'**). I am classified at Social and Community Services Employee Level 4.
9. I work Monday to Friday from 8.45 am to 5.00 pm.

My Current Role

1. As a Practice Leader, I lead a team of disability support workers in two Supported Independent Living (**'SIL'**) homes and a number community access day programs.
2. My duties as a Practice Leader involve supporting our staff and our clients. I am work with m team for ensuring that each client in our homes is able to exercise choice and control. I coach and supervise my team to ensure they meet NDIS standards and follow our protocols and guidelines. In the past, I had a significant number of administrative duties, including rostering.

| | |
|--|------------------------------------|
| Lodged by: Australian Services Union | Telephone: (03) 9342 1400 |
| Address for Service: 116 Queensberry St, Carlton South, 3053 | Fax: N/A Email: info@asu.asn.au |

3. The purpose of SIL is to help people with a disability have an empowered life and to live as independently as possible.
4. The two SIL homes are side-by-side in a duplex. These homes should not be considered a single unit. Each duplex unit is a home for the people who live in them. The two homes have capacity for 6 clients. Currently, we only have 6 clients in the SIL. Each house is staffed 24 hours a day, seven days a week. There will be at least two employees in each house during the day. At night, there will be at least one staff rostered between the two houses on an active shift.
5. My clients have physical disabilities, intellectual disabilities, cognitive impairments. They each have individual NDIS support packages.
6. At Caringa, we take pride that we work with the most challenging clients there are. We try not to turn anyone away, and we try to find a way to support anyone who comes to us. This means many of my clients potentially will have recently been in prison, have drug and alcohol problems or have a mental illness.
7. Many of my clients display 'behaviours of concern'. These are behaviours that could put themselves or others at risk, including aggression towards others (both clients and staff), running away, damaging the group home or stealing.
8. Caringa has protocols and policies in place to manage behaviours of concern. It is my responsibility to ensure the people in my team follow the protocols and policies.

My experience with working remotely

9. In the past, I regularly worked remotely through an on-call roster. This had an impact on my health and my personal life. As I stated below, I have since negotiated new arrangements with my employer to reduce the impact of out-of-hours work on my life.
10. When I started working as a team leader I was regularly rostered to be on-call. I was on a nine-week roster with the seven other team leaders and two other staff who volunteered to act-up for career development.
11. When I was rostered on-call, I was expected to be available afterhours (5.00 pm to 8.45 am) during the week and all day/night on weekends. If there was a public holiday during my on-call week, I would be expected to be available on that day/night as well.
12. The purpose of being on-call was to respond to any operational matters across the business, this included:
 - a. dealing with rostering issues (mostly short-notice sick leave),
 - b. responding to emergencies, such as police call-outs and hospitalisations,
 - c. supporting staff professionally (such as advising them how to deal with behaviours of concern or how to respond to an emergency according to the best practice and company policy),
 - d. debriefing staff after incidents; and
 - e. updating case notes.
13. Most of this work could be done from home. But, I was expected to be ready to return to the workplace if needed. This was usually when a person called in sick and I could not find someone to fill the shift.

14. I was paid an allowance of \$200.00 for the seven-day period. This seemed fair to me when I was receiving a few calls each week. It was inadequate when I began to receive 50 to 100 calls each week.

The impact of working remotely

15. When I started working as a team leader, there were very few calls during my on-call week, sometimes as little as one or two. on-call work was an inconvenience. I was expected to be available at all times during my on-call roster. This limited where I could go and what I could do. I live in a regional area, so I had to be careful that anywhere I went had mobile phone reception. I also could not do anything that couldn't be interrupted, like go to the movies.
16. I also found it difficult to use the tablet provided by my employer, so it was better to stay at home where I could use my personal computer in my home office.
17. But then Caringa started growing and taking on more clients. The number of calls grew until I could expect to be called between 50 and 100 times each week. I want to stress that each call meant follow up actions were required too. Depending on the issue, I could have several hours of work from home after responding to a call.
18. As the number of calls grew, working on-call became very fatiguing and started interfering with my life. I was regularly working at night during the week. I could receive calls at any time of night, including after midnight. Then I would be expected to attend work the next day at 8.45 am. I was also working regularly on the weekends. Often I would do four or five hours each day.
19. As soon as the phone rang, it was my responsibility to answer it. This would mean waking up at night, burning dinners, and sometimes missing dinners. I remember sitting on the side of the road in my car after taking my son to an appointment answering sick calls and ensuring we had shift coverage. I missed birthday parties and sports, I couldn't make plans when I was on-call. My son had to grow up pretty quickly. He said to me that he knew that if I was in my study I was busy, so he knew not to bother me. I was lucky because he is pretty responsible, but I feel sorry for him.
20. The impact grew after the two staff doing higher duties on the on-call roster pulled-out. They found it too stressful and got burnt out.

My current after-hours arrangements

21. In 2020, my colleagues, including Paul McKenzie, and I raised our problems with the on-call arrangements with my employer. We recorded the details of the work we performed while on-call to support our arguments. I no longer have copies of my records for the hours I worked while on-call.
22. After discussions, my employer agreed that the current on-call arrangements needed to change. We put a proposal to them to have a rostering team to support the team leaders. After more consideration and discussions, Caringa accepted our proposal. An important argument in our favour was that it was cheaper to put on a rostering team than to pay the overtime to team leaders working on-call.
23. Now, I am not required to work on-call. Instead, we have three rostering clerks called who are rostered in two shifts between 5.45 am and 10.45 pm on seven days of the week. During those hours, the rostering team is the first point of contact for rostering issues. This includes finding staff members to cover shifts at short notice. Between the hours of 10.45 pm and 5.45 am staff are now asked to call a rotating member of the management team.

24. In addition to rostering, they now handle tasks house shopping and car bookings. I have more time to support the team, because the rostering team is taking on more administrative work as they grow in their roles. I am expected to work with my team so that contingencies are covered and the houses are working smoothly. This helps to reduce the number of practice-related calls I receive out of hours. If I am contacted, I am paid according to the Award.
25. I still receive calls out of hours, but not as many. I would only be called because they need my knowledge about the client or the staff member.
26. I think this new way of working is fantastic. It allows me to focus on supporting my team and the people in our homes. It also means less interruption of my personal life and I am not fatigued like I used to be.

SIGNATURE

DANIEL TIMOTHY TRICKETT

DATE: 20/07/2021

POSITION DESCRIPTION

| | |
|------------------------|--|
| JOB TITLE: | Outcomes and Practice Leader |
| CLASSIFICATION: | Level 4 |
| AWARD: | Social, Community, Home Care and Disability Services Industry Award (SCHADS) |
| REPORTS TO: | Client Services Coordinator |
| DELEGATES: | Support Workers |

CARINGA'S MISSION

To support and empower people with disability

POSITION OVERVIEW

DESCRIPTION

The Outcomes and Practice Leader (OPL) supports and supervises Disability Support Workers (DSWs) who work with people with disability to achieve their goals as stated in their NDIS Plans.

The Outcomes and Practice Leader forms relationships and works with a broad range of people who include clients, families, health professionals, support coordinators and external advocates. The Outcomes and Practice Leader works with external agencies, other NDIS providers and internal and external stakeholders.

SCOPE AND PURPOSE

The Outcomes and Practice Leader ensures that services and supports provided to Caringa's clients respect their choices and control and maximises their personal expression and independence. The OPL ensures that DSWs have the necessary skills and abilities to support clients to enjoy a healthy and complete life. The OPL supports, supervises and improves a DSWs ability to support a client's right to enjoy a valued role within their community, have privacy and live free from discrimination, neglect and abuse.

KEY PERFORMANCE REQUIREMENTS

1. Mission, Vision and Values

- Undertake your role within the mission, vision and values of Caringa and in line with Caringa's Strategic Directions.
- Develop a DSW culture consistent with Caringa values with a focus on Zero Tolerance for abuse, neglect and exploitation of people with disability.
- Demonstrate values alignment through your personal leadership style.

2. Service Delivery

- Understand each client's goals and create supports to attain these. Coach, support and supervise staff to deliver these supports effectively.
- Involve clients and support clients in decisions that affect them, including the design of responsive supports to meet their personal goals.
- Work collaboratively with individuals, their families / carers and other stakeholders to deliver services and supports aligned to client goals.
- Actively lead, support and engage DSWs to deliver quality services and client outcomes by frequent face-to-face engagement. This includes but is not limited to coaching and mentoring of DSWs at their worksite.
- Nurture positive and supportive relationships with clients, families, carers and other supports.
- Implement customer-focused services.
- Coach and support DSWs to engage with clients in ways that promote choice and control, and which engage client participation at home, in community and in employment.
- Coach DSWs to support clients to actively develop and maintain meaningful relationships with family, friends and people external to Caringa.
- Coach DSWs to support and enhance client health and wellbeing.
- Coordinate, monitor and review client service strategy, communication and resources for effective outcomes.

POSITION DESCRIPTION

- Develop and maintain knowledge of the NDIS, particular with respect to NDIS and NDIS Quality and Safeguarding commission rules and regulations, and how they impact service delivery.
- Monitor the delivery of services, including identifying service gaps, assessing possible solutions and delivering continuous improvement processes in liaison with System Development and Quality Coordinator and Line manager
- Ensure frontline compliance with NDIS Quality and Safeguarding Commission rules and regulations, in addition to other relevant legislative and funding body requirements
- Ensure your team meets industry standards, contractual requirements and legal obligations, by:
 - Conducting audits, procedural reliability observations and spot checks at the frontline;
 - Implementing Caringa’s Periodic Service Review (PSR);
 - Facilitate coaching sessions for team members to ensure capability and standards are met.
- Engage in relevant financial transactional tasks and processes as required.
- In collaboration with line management, ensure that the service is operating within budget
- Maintain confidentiality and provide effective service to both internal and external stakeholders who may be from culturally diverse backgrounds.
- Provide on-call services as per roster.

3. Leadership

- Actively lead, monitor and implement Caringa’s Zero Tolerance stance to abuse, neglect and exploitation of People with Disability.
- Develop, improve and maintain DSW skill and capacity by:
 - Implement comprehensive worksite induction, client orientation, coaching, instruction, supervision and feedback;
 - Undertake, implement, document and review DSW performance improvement and performance management;
 - Seek advice for complex or escalated performance issues or queries from the People and Culture Officer.
- Lead, mentor, support and supervise staff – communicate Caringa messaging including but not limited to values, policy and procedure, strategic plan and conduct/performance expectations.
- Manage and resolve conflict. Document outcomes.
- Undertake formal evidence-based supervision and appraisal for DSW direct report in line with policy.
- Conduct regular and productive meetings with a focus on communicating methods to improve client outcomes.
- Protect client privacy and data integrity by reinforcing privacy standards and expectations with DSWs.

4. Quality and Compliance

- Understand each client’s goals and create supports to attain these.
- Implement Caringa’s Quality Management System within your area of responsibility
- Report monthly using Periodic Service Review Dashboard Reporting.
- Report to your Line Manager as per stated requirements.
- Report unauthorised use of Restrictive Practices to Line Manager and undertake necessary investigation and information gathering within mandated timeframes.
- Implement Caringa’s Policies and Procedures at all times
- Coach DSWs on compliance and quality through training, resource production and instruction.
- Understand and apply NDIS terms of Business and Operational Guidelines (with Support from Systems Development and Quality Coordinator, and Line Manager)
- Understand and apply the NDIS Quality and Safeguarding Framework (with Support from Systems Development and Quality Coordinator, and operations Manager)
- Keep current with NDIS issues and good practice service delivery.
- Protect and preserve Caringa assets – cars, buildings, IT tools etc. Coach, mentor and manage DSWs to do the same.

5. Teamwork and Communication

- Attend and participate in team meetings and other training as required.
- Communicate with Line Manager in an effective and transparent way.

POSITION DESCRIPTION

- Share knowledge, work cooperatively, receive feedback and support co-workers.
- Ensure all documentation is concise, objective and accurate
- Participate as a member of your team and the Caringa team.
- Reflect on professional practice through Annual Performance Appraisals.
- Continuously seek to improve your own practice and standards.
- Complete all documentation necessary and share information accurately to appropriate parties only

6. Workplace Health and Safety

- Adhere to safe work practices at all times
- Implement established systems to ensure a safe workplace for all DSWs and members of the public.
- Create safe homes and hubs for clients.
- Report incidents and hazards immediately in line with organisational procedures
- Take immediate action to mitigate or eliminate identified / reported workplace health and safety matters in line with hierarchy of controls / organisational requirements.

7. Other Duties

- Other duties as directed.

PERSONAL ATTRIBUTES

- Ability to take direction and delegate.
- Effective time management and task prioritization to meet deadlines and achieve outcomes.
- Personal and professional integrity.
- Self-motivated and ability to work autonomously.
- Team player.
- Ability to work in a busy environment both autonomously and as a valued team member
- Professionally presented.
- Initiative and innovation thinking.
- Caringa ambassador.
- Customer focused
- Effective decision-making and problem solving.
- High level communication skills
- Effective communicator.
- Resilience and agility.
- High level of attention to detail and accuracy

REQUIRED EDUCATION/ QUALIFICATIONS

- Relevant qualifications and/or equivalent experience in Disability, Community Services, Social Science or related field.
- Current NSW Drivers License - Minimum Class C
- Must have an NDIS Worker Check Clearance
- Current and clear Working with Children Check (Employee) or be able to obtain one prior to commencement of employment (employee responsibility)
- Must be contactable via phone
- Demonstrated ability to communicate with a diverse range of people
- Demonstrated ability to use initiative
- Demonstrated commitment to and experience in working with people with Disability
- Demonstrated knowledge of WHS requirements and an ability and commitment to maintaining a safe workplace.
- Demonstrated ability to work effectively in a team environment
- Demonstrated ability to manage stressful and/or fluid environments
- Willing and able to work flexible hours
- Demonstrated ability to use computer software eg. Microsoft Office, internet explorer
- Demonstrated ability to use and learn CRM and financial software (e.g. CTARs, EMPLIVE, MYOB)
- Good communication and administrative skills

POSITION DESCRIPTION

REQUIRED KNOWLEDGE/ EXPERIENCE

These are specialised abilities that demonstrate the knowledge or experience required to perform this position:

- Values alignment with Caringa Australia Limited.
- Ability to interpret and apply relevant legislative, policies, procedures and service delivery guidelines
- Knowledge and understanding of adults with intellectual and physical disabilities or Dual Diagnosis
- Knowledge of community resources
- Ability to communicate with and relate to people with disabilities and their family members
- Well-developed written, oral communication and interpersonal skills, including communicating effectively with stakeholders from a diverse range of backgrounds and groups
- Demonstrate effective time management skills and the ability to be flexible and responsive to operational requirements
- Ability to maintain confidentiality and privacy and to work in a position of trust

DUTIES

- Lead, implement and support a client-focused service culture of excellence for DSWs.
- Coach, mentor, support and supervise DSWs to deliver good practice support services to clients with the aim of achieving their NDIS goals.
- Communicate with clients, their families and/or carers and all other stakeholders to deliver services that are responsive to their needs, wants and goals.
- Report and document information, practices, as needed.
- Maintain up to date client information in Caringa's CRM and other systems.
- Contribute to Caringa strategy.

REPORTING



Outcomes and Practice Leaders report to the Client Services Coordinators. It is the responsibility of the Outcomes and Practice Leader to liaise and report to their line manager concerns, issues or other information regarding:

- Business Development
- Issues of significant Program Risk (WHS, operational, Workforce, or Client related)
- Recommendations regarding HR / workforce scheduling / programmatic issues
- Status of implementation of Client My Support Plans
- Other significant operational or other concerns

POSITION DESCRIPTION SIGN OFF

Please sign and date below to indicate that you have read and understood the requirements of the Outcomes and Practice Leader position.

| | | | |
|--------------|--|-------------------|--|
| DATE: | | | |
| NAME: | | SIGNATURE: | |