

**IN THE FAIR WORK COMMISSION
FAIR WORK ACT 2009**

*Application to vary the Social, Community, Home Care and Disability Services
Industry Award*

Matter No: AM2021/65

STATEMENT OF SUSAN DIGNEY

I, Susan Digney of, [REDACTED] state as follows:

A. Personal Information

1. I am [REDACTED] years old and was born in [REDACTED]
2. I am employed as a Support Worker by Integrated Living Australia (ILA), a Home Care company based at Muswellbrook NSW.
3. This statement is from my own knowledge and belief unless otherwise stated. Where statements are not made from my own knowledge, they are made to the best of my knowledge, information and belief and I have set out the sources of my knowledge, information, and belief.

B. Employment History

4. I got interested in the industry at an early age. I have a caring nature and really enjoy helping people in the community. When I left school, I worked in as an assistant in nursing at St. John of God Hospital in Goulburn NSW. I worked there for 6 or 7 years after I left school and realised, I'd be interested in nursing. While working in Goulburn, I was offered formal nursing training but was busy in my personal life so put training on the backburner.
5. After leaving St John of God, I spent about 12 months working at Tennison Hostel for retired sister for St Joseph's, just ensuring they received all their medications in the evening. Following the birth of my daughters I did some

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private nursing working directly for clients. We left NSW about 25 years ago and I worked at a range of different jobs, including running my own embroidery business. I've now been employed in the home-care industry for 17 years and I really enjoy what I do.

6. I commenced working with Community Care Tasmania (**CCT**) in 2018 while still working with ILA. I used to work with CCT on Monday and Tuesdays to complement my role at ILA for the other three days but have recently left that role to work less days a week. I worked with them for just over a year. While working with CCT, I planned on doing caseworker training, so I could move into that work later into my career but have not yet had the chance to commence that training.
7. I reduced my hours about 4 years ago to 3 days a week with Family Based Care (**FBC**). FBC integrated with ILA, in about 2014 and were then taken over completely by ILA.
8. ILA is an organisation which offers care to clients in their home. This involves services such as personal care, social support, taking people out to activities and providing domestic assistance. I was hired as a support worker with FBC and continued in that role when they were later taken over by ILA.

C. Training and Qualifications.

9. ILA require staff to be trained and hold either a Certificate II or Certificate III in age care services. With new employees who only hold a Certificate II, ILA have sent them to TAFE to do the Certificate III in Individual Support – Ageing.
10. We regularly do update training like Medi-health and hygiene training. Staff undertake a manual handling refresher every 12 months which is an online course through Medi-health. We are also required to update the CPR part of first aid training 12 monthly and undertake a full first aid refresher course every three years. Our working with vulnerable people clearance [police check] must be renewed every three years, but since July this year it is being paid for by our employer.

11. I hold a Certificate III in Home and Community Care which I completed in 2008. I did this certificate while working with FBC. I'm currently thinking about doing some further training to get a certificate in casework management and am also considering doing a Certificate IV in Ageing so that I can take up a coordinator position.

D. Work

12. I currently work three days per week, and 30 hours fortnightly, occasionally more.
13. When I was first employed with FBC, as a support worker I used to do a lot of personal care work, such as assisting a client to shower or dress, and very basic domestic work such as making the bed, maybe put a load of washing on the line. Since the takeover, I have performed more domestic assistance work.
14. My work can be incredibly diverse and challenging. I have worked with clients who have mental health issues, frailties, cognitive decline, or advanced dementia. It's lots of chopping, changing and adjusting to the requirements of a day as they present. On a given day, I can go from Mowbray, north of Launceston, to St. Leonards about 9 kms and 11 minutes south, and then even as far out as Lilydale about 41 kms and at least 40 minutes' drive north of Lilydale, so I cover a wide area across Northern Tasmania.
15. I feel like we are not given enough time to travel from location to location and if you are not given enough travel time in the morning then the rest of your day tends to fall behind. On most days, I do not get to have my full 30-minute lunch break as I try and get from client to client and make sure all my duties are completed. I once travelled from Lilydale to Launceston in my thirty-minute lunch break, but it is at least a 40 minutes' drive depending on traffic. I find this kind of scheduling sets up employees to fail but many workers are too scared to speak up through fear that clients would be removed from their roster without explanation.

16. I am expected to do showers within 30 minutes, but I find this is not enough when I'm trying to attend to a client who is frail and elderly. It can take 15 minutes to organise their clothing and walk to the bathroom. A 30-minute shower is often not enough time to do the work properly.
17. I find that most clients I deal with are under allocated in the care packages they have. The expectation that the clients be showered in 30 minutes is not enough. The client's expectations can be quite high in what they expect in a 30-minute period. I find that 30-minute appointments are too short to do anything of substance. For an elderly client, 30 minutes is simply insufficient. The packages do not consider the greater complexity of a client who has mobility issues and how much harder this will make showering.
18. Cleaning packages are also insufficient. It's expected that we do 'full' domestic duties. Some clients are only given an hour domestic for an entire house. This is simply too much pressure on an employee. We have to sprint around the house to complete these allocations.
19. When I started working in home care, I would be allocated personal care work or a light domestic duties shift. Now we are being asked to do both during the same shift and the expectation is to undertake full domestic duties which means washing and vacuuming floors, cleaning the bathrooms, including the toilet/s & showers, cleaning kitchens and living space, making beds and wiping down all surfaces. Sometimes clients have different expectations. I can be booked to provide 'in home social support' to a client, but they actually want domestic assistance instead. Or the service is booked for domestic assistance, but it is social support a client wants, so I take them to appointments, shopping, or to do their banking. This means I can't be sure what I'm doing until I arrive at the client's home.
20. The employer charges clients in blocks of 30 minutes and the clients tend to choose the cheapest option. It's often the case that pricing systems are not reflective of the work that needs to be done or how the work gets done. I have often noticed that clients require more than what we can offer in such a short period. This puts pressure on the carer who is often the only person that the

client will see in a day. We try to provide social care and mental health assistance but are often too time constrained to do this adequately.

21. On a social support shift I can be taking a client out to the shops to do anything from their groceries to window shopping, heading to a café for lunch or morning tea, taking them to craft or social groups which they regularly attend. One of my clients regularly has seizures and must always have a carer with her, others might be able to be left at a social group until they are ready to be taken home.
22. One of the problems experienced with domestic assistance shifts is that the packages don't account for the difference between a full clean in a small unit versus the time required for a family home. This is sometimes managed by marking down shifts as social support when they are really to undertake domestic work. The packages can be very rigid, and this incentivises case managers and clients to mislabel what work will be done. This issue stems from the requirement for employers to recruit clients. Clients will be told they can access more domestic help than a package provides, and the provider ensures they get the assistance they want by calling it something else.
23. I saw a client a few weeks ago who appeared really depressed. I offered to shower this client, but she was too depressed to engage with that request. This was my first time seeing her and I hadn't been briefed about her complex mental health needs. The depression was apparent, even though I believe it was undiagnosed. When I went into the house, the client was crying, uncommunicative and distant.
24. Despite the client being distant, I convinced her to work with me to wash her while she was in her chair. I washed her hair and rinsed this with a cup and a bucket. After this, she said she felt so much better and thanked me for urging her to have a shower.
25. She told me that when she refuses to shower some other workers leave and do not engage with her. Sometimes she does not feel up to washing but workers are under too much pressure and they don't have time to talk to her or take the time that's needed to convince her to shower.

26. After this shift with the client, the client told me she'd rung my coordinator to tell her that my engagement with her had really improved her day, even going as far to say that I had 'saved her life'. This is worth more than any payment for the jobs, seeing people improve and being part of their recovery. When I saw her a couple of weeks later, when I next saw her, she told me that on the day when I had told to her to speak up, she rang the hospital and was admitted. She had some fluid drained, before being sent home. Now she tells her carers what she wants done and how.
27. I've also noticed an increase in clients with dementia as they remain in their homes longer rather than going into full-time care. I went to a lady last week who I usually do meal preparation for on a Friday. When I arrived on this Friday, the client was so pleased to see me because she thought we hadn't spoken for many months even though I had been there the previous Friday. I told the client's case manager about the incident.
28. I attended another client I hadn't seen for a while. I was there to some meal preparation for her, she had many uneaten meals in the fridge, but none of the containers were labelled. This can be dangerous because the client can lose track of what food is spoiled. I saw she had lost weight and reported to the Case Manager. I believed she hadn't been eating properly, partly because she couldn't remember when her food had been made for her. I had to throw some of the food out because it looked off. Everything is now labelled and dated by all carers.
29. Before working the first shift with a complex client, we are rarely told about their conditions, and we go in blind. It would be hard for an inexperienced worker to pick up on these conditions without the briefing. If someone 'goes down for the count', I wouldn't know what medication the client was on or what their specific needs were. This could be dangerous, particularly if I was required to conduct emergency CPR or call an ambulance.
30. Years ago, I showered a client and noticed a mole on her back. I told her family, and this was checked by a doctor. This turned out to be a dangerous mole and it was removed by the doctor. Providers often caution carers against getting close to the client, but that connection is what makes it possible to provide

quality service. It is important that a consistent group of workers go to a client regularly.

E. Person Emotional Toll

31. Dealing with these issues can take an emotional toll on support workers, although the ability to deal with that improves with experience. I understand that it's my job to provide quality care and take note of changes. When I first started in the role, it did take a huge toll because I got fond of clients, but I've learned that you can't take all of this on with clients. It can be difficult to understand this relationship with clients and maintain a distance. I still care deeply about each client I work with, but you learn you can't deal with it all on your own and you just have to provide quality care and know you are making a difference to this client.
32. A few years ago, a client I know collapsed on the floor of the news agency when I was there. While the newsagent called the ambulance, I performed CPR and then put them in the recovery position. The client was conscious and distressed when the ambulance arrived, and requested I go to the hospital with her. My employer refused to release me from my work. This was emotionally difficult for me because the client needed my support, but my employer would not allow me to assist.
33. The most difficult clients I work with are the ones who aren't being too friendly. Sometime clients can just snap at you, and you must learn not to take it personally. I understand that everyone we deal with has a story and complex set of issue and some people can be snappy. My job as a carer is to talk to people and help them.
34. The greatest obstacle I deal with are the massive time constraints we must manage. The time allocated is too short for the necessary work, and workers are often under the pump. When working with clients with high care needs, we are given more time to provide the care. Sometimes we deal with clients who have [eg:] catheter bags and this is advanced special needs and complex care. A client who requires bowel care needs the bathroom to be set up in a special way which takes a lot of time.

F. Work Environment

35. I find that there are often lots of obstacles in the client's home. Aged care facilities are managed and controlled but clients' homes are so varied and not as well looked after and there can be large range of hazards. Sometimes a carer will go into a house without an OHS report having been done on the home. There may be frayed cords or leads or any manner of obstacle that could be in a home.
36. At ILA, we are expected to complete a Workplace Health and Safety analysis on a client's home. A check is now a rostered shift, these should only be a review of the initial safety analysis, although on some occasions I have been required to undertake the first check. I don't believe that as carers we are qualified to make an assessment on all the matters in the home safety check. We are not trained in how to undertake this analysis.
37. Workers are now doing checks for clients when they need an update, or some work done. We are required to complete training so we can fill in the forms. We must plug in a power checker, and check that are taps labelled properly. This used to be done by case managers before we entered the property. Now we are allocated 10 minutes as part of a care or support package. Attached to this statement and marked **SD-01** is a copy of the Workplace Health and Safety - Home Check.
38. Previously when we reported faults or hazards, we used an app called EKEY which included all the workplace forms, policies and procedures. Now we are required to report to our team leader who completes the safety report and files it. There is no feedback loop. I don't know if it's been reported let alone acted upon. One other worker told me they'd reported a slippery path, but nothing was done about it.
39. When working with a new client, I found the cleaning solution as instructed. It was not labelled and smelt strongly of beach. I asked if he knew what was in the container and was told words to the effect of 'I don't know a man fills it from another container when it runs out'. I told him we're not supposed to use bleach products. I reported it and it was followed up and corrected.

40. I've had another worker complain to me that when she was driving a client, he reached over and stroked her leg during the drive. When she reported the incident, she was told words to the effect of 'oh yes he does that'. She stopped working with client. I was later told by another young worker that she'd had the same thing happen. There was nothing in client's notes and no-one had warned her about him touching up other workers. I don't believe anything has yet been done to protect the workers.
41. A client I saw regularly once confided in me that her son was suffering from some serious mental health issues. He had once thrown petrol on his father and threatened to light it. Her son lived at home and was regularly around when I was assisting his mother. The story really disturbed me, and it added to my existing sense of unease about the son. I reported the story to work and told work didn't feel comfortable to continue attending. ILA tried to tell me I was required to continue working with the client, but I refused. I know she is still a client; I don't know if anything has been done or whether workers have been warned. If you refuse a shift you get paid an hour less than your contracted hours.
42. Since the Coronavirus pandemic started, clients are feeling much more vulnerable, anxious, and the hygiene expectations of clients are becoming more advanced. I always wear gloves, apron and shoe covers when I shower a client, and I hook a sanitiser on my belt.
43. In April and May last year, in the middle of the COVID outbreak I struggled to get enough PPE and hygiene supplies. We are expected to wear PPE but there have been times in the last 18 months where I have gone without supplies. When you go into a client's house there is also the risk that they could have family or friends visiting and they could be from hot spots – I am required to ask these questions before entering the household.
44. There hasn't been additional time allocated to a shift to account for donning and doffing full COVID PPE, so it usually had an impact on my break times or the time it took to 'travel' between clients. It is very hot and quite uncomfortable working in PPE, doing either a personal care shift or domestic work. I had a client that had suspected Covid, so I was required to don full PPE, a hat, mask,

gown, gloves and safety goggles before entering the house. Again, there was no additional time for donning and doffing PPE, and the difficulty of providing the scheduled care within the rostered time was also impacted by the difficulty of working in full PPE because it makes you slower.

45. On public holidays ILA cancel many of my regular shifts. Sometimes because the client cancels because they don't want to pay higher rates, sometimes it's the employer that cancels the shift for the same reason. Despite my shifts being cancelled I am still required by ILA to be available and pick up any shift that are allocated. ILA tells me that this is in my availability window therefore I must be available and willing to do anything that arises. I'm only paid for the time I actually work.

G. Reporting and Supervision

46. I feel that we do not receive enough oversight and supervision at work. I often have to call the mainland to speak to someone in a more senior role when an issue presents at work. Sometimes, a client is not at their house and there hasn't been any advice from the coordinator or case manager. For example, the client may be in hospital and this message hasn't been passed on. If I get no answer when I knock at the door, I have to go around the house and see if I can see the client, I'm then required to ring the coordinator, who rings the family or emergency contact and gets back to me. If I can't see the client, I ring the call centre on the mainland. If I can see the client and can see there's a problem, they are lying on the floor then I ring 000. I must assume the worst like the client has fallen or there's been an emergency. I feel unsupported when this kind of thing happens.
47. There are different stages and steps when a client has issue, or we notice a change in that client's wellbeing.
48. Since around 2018/19 we use an app called MTA. I use it to sign on and off, I click start on arrival and then complete when I am leaving a client's house. It is also used to record my travel kilometres and to make notes about the client's care, their health and any changes. Currently it doesn't work very well and often freezes during the day, so I write all my kilometres in a logbook as I go and enter it into the app at the end of the day.

49. If the matter is more urgent, I ring the coordinator as I leave the client, to report a change or concern immediately, particularly as I may not have time to do the report between clients, or the app may not be working at the time. I don't drive while I am talking to the coordinator which then slows me up for the next client.
50. ILA is now implementing a new HR app 'my one app'. It will allow us to update all our personnel records, carry copies of all our qualifications and licences such as our Driver Licence, comprehensive care insurance, first aid currency, and vulnerable persons check, anything we hold or are required to hold and update. We will be required to upload our licence, insurance, and first aid renewals rather than copying or scanning and sending into the office. I don't know whether it will be easier or not for us, it will mean we are responsible for changing the records instead of administration.
51. If it's a minor change in the client, we record these things through MTA in the client notes which is part of the app. MTA gives access to our rosters and allows us the ability to report clients' issues directly to the employer. We just write it in the notes which then takes you through to outlook so you can email the notes to the team leader. This does not leave a record or notes for the next support worker to read. Some client's still maintain a book/ diary that support staff can write in for other staff to see, but most do not. This is done in our in own time and often at the end of the day, or in the time allocated for travel, it's not part of the service time.
52. We are expected to record notes on clients in this app, but this can be almost impossible while the app is almost non-functional. When we only have 15 minutes to travel from one client to another, there is not enough time to stop and update notes in the app.
53. Prior to the introduction of the app, we used to print out paperwork and get the client to sign it at the end of the shift. The app has been good for removing this obligation; however, the paper version was a pretty fail proof system. Working through the technology on the app can be difficult. This app also requires me to log my kilometres that I have travelled in a day.
54. In an emergency I call the ambulance then call the mainland customer service centre [CCS] when it's safe to do so. The CCS do the incident report while

speaking to me, at end of day I write in the client notes what has happened and what I told CCS. I don't see the incident reports and don't know if what CCS has put in the report reflects what happened. Nor will I receive any follow up about what has happened.

55. To perform the role properly you need to have appropriate skills, including attention to detail. For example, you need to be able to ascertain whether a client has a mental health issue. That isn't always obvious. If you aren't adequately trained or experienced, you won't necessarily be able to identify those issues and adapt to the situations that present with a client. It's very important with clients to make good notes. Unfortunately, because of the system we now use the next care worker can't read our notes and does not know what has already been done or what has happened to the client.
56. I am often required to switch to new clients without much notice or explanation. I then have to start again with the new client and try to figure out a way of interacting with them that works.
57. This is something I consider vital to know. Proper detailed reporting is essential to providing quality care. For example, recently, I learned that a client had suffered a stroke. This had not been passed on to me as a support worker. From my view, I suddenly wasn't rostered to work with her, I didn't know why, I not told she'd had a stroke or that she was in hospital. When she came home, I found out from her about her stroke. There was nothing in her notes about the stroke or that she'd been found by another worker who called the ambulance for her. This is important for many reasons, including potential changes in care needs, but also because a client's behaviour changes, they are nearly all more cautious following a fall or medical emergency, even without changes in their care needs I need to know that a person might need more reassurance and support. ILA says that they don't tell any of us for privacy reasons.
58. Another situation occurred recently where a client had an earlier fall, and I was not told prior to providing home care to this client. He was incredibly nervous. If this had been reported to me before the shift, I would have had a chance to prepare to deal with those issues. It is not easy to just pick up and deal with something like that in the moment.

H. Work Value

59. When ILA took over the operation from FBC, they wanted all the staff to sign new contracts with reduced minimum hours. I was offered about half the hours I had been working with FBC. I didn't want to reduce my hours, but I didn't have a choice when all the hours I'd been working were no longer offered to me.
60. People certainly consider leaving the sector or have gone to other care companies because of how difficult the role is. The turnover in employees is a serious problem, especially at ILA. I find that a lot of people want more hours and there are others who tell me they want significantly less – it's varied and there aren't great mechanisms to ensure that workers are getting either enough work or not overworking and exhausting themselves.
61. Some employees have left because after having done their Certificate III the employer is still not giving them any personal care or support work. This isn't the same in all agencies.
62. The needs of my clients have become more complex and there are more expectations placed on me by the client and my employer. There is no longer a central office for our employer which makes it harder for us. Staff used to drop into the office to collect PPE and relevant report forms, speak to a case manager instead of trying to call them and waiting for their return call. I find I'm now having to buy a lot of my own equipment, from some PPE like hand sanitizer or masks, to home office equipment and paper because I now have to print forms at home. When I raised this with ILA, I was told I could claim it on my tax. There is a greater expectation that I will know how to use technology and how to adapt to the changing expectation of clients and the community, but the remuneration has not kept pace with increased community expectations.
63. Home care workers are expected to maintain such a high level of service and there's been a lot of good workers that have left because of the conditions in the industry.

64. I have been working as a support worker most recently since 2004. I hold a Certificate III in Home and Community Care and I am employed under the Family Based Care, Direct Care Worker Employee Collective Agreement 2009-2012 as a Support Worker Level 2 Grade 2. I am currently paid \$29.37 per hour.
65. Attached to this statement and marked **SD-02** is a copy of the Family Based Care, Direct Care Worker Employee Collective Agreement 2009-2012

Date: 27 October 2021

Workplace Health and Safety – Home Check

Name: _____

Address: _____

Instructions for use in Client Home

If areas are not applicable – tick N/A.

This form is to be completed:

- On first visit with client – before services commence.
- When a follow up inspection is indicated to review mitigating actions.
- At annual agreement and client plan review.
- In the event of identification of further hazards or change of living situation.

Once complete, scan this document to your supervisor, and destroy (burn/shred) the original. Your supervisor will help assess and try to mitigate any hazards identified.

Check completed by	Signature	Date

Any highlighted answers require further information to be detailed in the 'Other' section.

A. Exterior of Home		Yes	No	N/A
1.	Exterior lighting is adequate	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	Driveways and paths are accessible in good condition and free of slip and trip hazards	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	Steps/ramps/verandas in good condition, non-slip with handrails	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.	Front/back doors are accessible and safe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.	Emergency Key available. Note location:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.	Evidence of pests, wasps or vermin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Staff able to leave the home quickly in the event of an emergency (i.e. second exit etc) Note of other exits AND note closest to staff car:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8.	The client or visitors showing signs of aggression or agitation (Includes potential for violence or threats)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Pet hygiene: waste disposed of hygienically	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10.	Pressurised cylinders checked and tagged (date is current)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11.	Poisons or flammable substances are safely contained.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B. All Rooms				
12.	Lighting is adequate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	If smoke detectors are in place, they are working	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14.	Floor surfaces are safe and free from trip hazards and clutter – room to work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	Electrical leads, plugs, sockets and power points are safe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.	Heater/air conditioner is in good working order (remote has charged batteries)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17.	Are there any sharps visible (e.g. needles)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.	Sharps container present	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Kitchen/Laundry				
19.	Kitchen furniture is stable, bench or table is adequate working height	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20.	Food preparation equipment is safe to use (no cracks)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21.	Taps labelled correctly	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
22.	Cleaning products meet our policy for staff safety; including being stored in original containers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
23.	Vacuum cleaner/carpet sweeper is in good working order (no frayed cord, broken plug)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
24.	Mop bucket, broom/dust pan are readily available for use	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Workplace Health and Safety – Home Check

Name: _____

Address: _____

Any highlighted answers require further information to be detailed in the 'Other' section.

C. Kitchen/Laundry (continued)

	Yes	No	N/A
25. Washing machine is in good working order (no leaks or faulty cords)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26. Laundry basket/trolley is safe to use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27. Dryer (lint filter clean - if requires cleaning, remove lint)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. Microwave is in good order (no frayed cord or broken seals)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29. Refrigerator is in good order (no broken seals or splintered handles)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30. Oven <input type="checkbox"/> Gas <input type="checkbox"/> Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31. Is there a cut off switch located in the electrical box, or near oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32. Cooktop <input type="checkbox"/> Gas <input type="checkbox"/> Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33. Electric jug/kettle is in good working order (no leaks)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. Bedroom

34. The bed height is appropriate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35. Check bed does not have a bed poles or bed sticks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36. The mattress is particularly heavy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37. Suitable access to both sides of the bed – adequate room to work safely (linen change and personal care)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38. Flooring is appropriate if wheeled equipment is to be used	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39. If electric blanket is used, is it in good working order	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

E. Bathroom

40. Floor surfaces are suitable (non-slippery)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41. Adequate work space for you, and/or equipment to move easily	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42. Required equipment for personal care and manual handling tasks is available (no cracks, loose pieces, non-slip feet)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43. Bath and fixtures are easy to reach (for cleaning and providing personal care assistance)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44. Shower (access is suitable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
45. Hand-held shower hose is available	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
46. Toilet is accessible (client/staff)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
47. Drainage and ventilation is adequate (no slip hazard)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
48. Taps are labelled appropriately	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Supervisor comments, hazard mitigation assessment, anything remaining has been entered in iKey.



Family Based Care (North) Inc.
Direct Care Worker Employee Collective Agreement



Direct Care Worker
Employee Collective Agreement
2009-2012

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Family Based Care (North) Inc. Direct Care Worker Employee Collective Agreement

1 PART ONE – AGREEMENT APPLICATION AND OPERATION

1.1 Title

This agreement shall be called the Family Based Care Direct Care Worker Employee Collective Agreement 2009.

1.2 Parties Bound

This agreement applies to Family Based Care Association (Northern Region) Inc. (ABN 37031249391) 22 Earl Street Launceston 7250 and those employed as a Direct Care Worker.

1.3 Explanation of key terms

“Act”	Workplace Relations Act 1996 as amended or replaced from time to time.
“Award”	The Community Services Award, a 'Notional' Agreement Preserving a State Award (NAPSA) and formerly an Award of the Tasmanian Industrial Commission.
“CA”	Collective Agreement which covers terms and conditions of employment.
“Clients”	Frail aged clients, with disabilities, and carers.
“Direct Care Worker”	Umbrella term to include all Home Help, Respite and Support Workers, excluding volunteers.
“Employee”	Direct Care Worker
“Employer”	FBC
“FBC”	Family Based Care (North)
“Home Help Assistant”	An Employee who provides domestic / social support to clients of the Employer, requiring interaction with frail aged and clients with disabilities. Duties exclude personal care.
“Standard Rates”	Hourly rates as listed in Appendix A
“Support Worker”	An Employee who provides support services specifically including personal care. Duties may include respite, social support, and home help to clients of the Employer. This excludes Home Help Assistants and any persons engaged to perform services under the Host Family Program.
“Trainee”	An Employee who is a party to a contract of training that provides for the Employee to undergo a training program leading to a qualification under the Australian Qualifications Framework.
“Contract of Training”	Agreement or a contract between an Employer and a trainee in force under Division 1 of Part 6 of the <i>Vocational Education and Training Act 1994</i> .

Family Based Care (North) Inc.
Direct Care Worker Employee Collective Agreement

1.4 Application and intention

Nothing in this Agreement will be deemed or construed to reduce the contingent rights to any forms of leave, including personal leave, annual leave, long service leave or parental leave, which any Employee may have accrued prior to the introduction to the agreement.

This CA is made under Section 327 of the Act to:

- a) offer an agreement made in good faith aiming at a balance of providing fair working conditions with unique and often essential service delivery needs.
- b) provide Employees with the opportunity for work life balance through flexible working hours.
- c) provide the Employer with the means of continuing to deliver community care which allows for consideration of client choices.
- d) cover all conditions of employment. It shall operate to the exclusion of other agreements or awards unless otherwise noted but will meet legal requirements of the Act.
- e) Provide the extra benefits provided in this Agreement are offered as incentives to long term Employees.

1.5 Industry

- a) This agreement is established in respect of the industry of community services in which the primary functions/industrial pursuits include:
 - i. social and practical support with the aim of assisting functioning of the individual family or community.
 - ii. personal care for the frail aged and for persons who have an intellectual, physical, psychiatric, and or sensory disability in locations others than those covered by the disability service providers award and the nursing homes award.
 - iii. provision of respite for clients and carers.

Family Based Care (North) Inc. Direct Care Worker Employee Collective Agreement

1.6 Relationship to organisation policy and workplace change

This agreement is supported by policies and procedures determined by the Employer.

- a) The Employee must comply with all FBC policies and procedures, as established and varied from time to time.
- b) Such policies are for the benefit of FBC and do not form part of the Employee's contract of employment nor creates any contractual right or entitlement in the Employee's favour.
- c) These policies and procedures will not reduce Employee substantive entitlements contained in the award.

1.7 Duration

- a) This Agreement will become operational on the seventh day after the date specified on the notice from the Workplace Authority advising that the Agreement has passed the no disadvantage test.
- b) The Agreement shall remain in force for a period of **three (3) years**, unless otherwise terminated or varied beforehand by the mutual agreement of the parties or operation of law.
- c) After the Agreement has reached its nominal expiry date, either party may unilaterally terminate the Agreement in accordance with s392 of the *Workplace Relations Act 1996*. Any person who lodges a declaration to terminate this Agreement must lodge the termination documents with the Workplace Authority (or equivalent body).

1.8 Access to agreement and supporting documents

All successful applicants will be supplied with a copy of this agreement on offer of employment. Current Employees will be provided with an individual copy of the agreement at least seven days prior to the voting process.

The compulsory Government Statement on Workplace Agreements will be supplied prior to any employment under the agreement as required by the Workplace Authority.

Employees are encouraged to read this agreement in conjunction with the Direct Care Worker handbook, relevant policies, and procedures. Employees have ongoing access to these documents.

Family Based Care (North) Inc.
Direct Care Worker Employee Collective Agreement

2 PART TWO - OPERATIONAL REQUIREMENTS

2.1 Mutual Understanding

- a) Employment is predominantly in the private homes of clients as directed by the Employer, on behalf of the client. Social support activities may require work within the community, shopping. Limited additional work may be available in respite and activity centres.
- b) FBC is funded by both State and Commonwealth Government and must therefore adhere to program guidelines and meet audit requirements. This requirement combined with the need for compliance with National Legislation results in strict policy and procedures that must be adhered to by DCWs.
- c) It is understood that clients have the right to request a change of their support staff without explanation, repercussion, or loss of service.
- d) Working with vulnerable clients within their home or community requires a high degree of flexibility and close team work between DCWs and office based staff. Duty of care to clients and consideration of client preferences are of the utmost importance and critical to service delivery.
- e) FBC is committed to providing a high quality service and has a zero tolerance to any behaviour that places a client at risk or any breach of confidentiality.
- f) The General Manager, or delegated senior Manager, may negotiate additional conditions of employment to enable piloting and introduction of new programs or to meet special individual needs of clients. No variation will diminish the terms and conditions defined in this agreement.
- g) It is the intention of all parties to this Agreement to prevent and eliminate discrimination based on race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, or social origin.
- h) This agreement is supported by policies and procedures, determined by the Employer from time to time, to meet the changing needs of its industry, clients, and government requirements.

Family Based Care (North) Inc.
Direct Care Worker Employee Collective Agreement

2.2 Contract of Service

- a) Employees are employed on an **“as needed basis”** with hours of work being at times appropriate to the needs of the Employer (based on daily needs of client) and are dependent upon client acceptance of individual DCW.
- b) Because of 2.2 (a) all Employees are employed on a casual basis for the first twelve months of employment.
- c) The Employer provides Position Descriptions upon employment and clear direction of duties through the provision of care plans/tasks lists.
- d) The Employer requests each DCW to complete an availability form on appointment. Work will be offered within the stated availability. This forms the basis of each individual's master roster.
- e) The Employer will monitor individual availability and allocate work with the aim of ensuring DCWs have ongoing rosters but cannot guarantee hours due to variation of client need.
- f) It is essential that Employees advise rostering staff of any changes to their availability as this may affect scheduling of client bookings.
- g) The Employer requires seven days notice for changes resulting in the need to reallocate previously booked client services to another Employee. Immediate changes will be facilitated when the Employee is ill or has urgent need.
- h) The Employer seeks to accommodate the Employee's preferred hours of work where possible, however, to meet client service needs the Employer may request the Employee to work additional hours outside of their stated preferred hours.
- i) Employees must comply with FBC procedures when cancelling previously accepted shifts. Where practicable, this should occur before the commencement of the Employee's working day.

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2.3 Probation

- a) New Employees are required to undertake a probationary period of six months upon commencement of employment. Employment during this period is casual.
- b) The purpose of the probationary period is to enable the Employee and the Employer to consider their suitability and capability of working together.
- c) Where a probationary Employee has worked insufficient hours for reasonable feedback and assessment, an extended probationary period may be negotiated. For the purpose of this clause less than 200 hours is deemed as insufficient for an assessment.
- d) An Employee may request an earlier probation assessment where the Employee has averaged over 15 hours per week for six or more consecutive pay periods.

2.4 Confidentiality

- a) Employees will not, without prior authority of the Employer, convey any information to any person regarding clients, intellectual property or any information about the affairs of the Employer unless it is done in the course of properly performing duties and the person receiving the information is an authorised person.
- b) These obligations shall apply during the time of the Employee's employment with the Association and after leaving the Association's employment.
- c) Employees must take all reasonable steps to protect confidential information from disclosure to all unauthorised persons. This includes:
 - i. Client personal details which become known to the Employee during their employment
 - ii. Disclosing personal details about another Employee to clients
 - iii. Information relating directly or indirectly to the business and operations of the Employer
- d) Nothing in this Agreement shall be taken as in any way prohibiting or restricting disclosure of details of this Agreement or matters relating thereto by either party to any other person.
- e) Breach of confidentiality is listed as dismissible – see clause 8b.

Family Based Care (North) Inc.
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2.5 Other Responsibilities

It is recognised that both Employer and Employee has responsibilities in relation to the employment contract.

The Employer agrees to:

- a) Take all reasonable steps and precautions to provide a safe and secure workplace for the Employee and to adhere to workplace health and safety legislation. See also 2.6
- b) Protect the Employee's right to privacy under the Federal Privacy Act. No personal, medical, or financial details of the Employee, that the Association may have gathered, will be revealed to anyone by the Employer, except with the express permission of the Employee, or where the Employer is under a legal requirement to do so. e.g. Centrelink requests for information.
- c) Provide Position Descriptions giving clear outline of duties and responsibilities.
- d) Provide sufficient training to clearly outline Employer expectations and work standards (see Clauses 2.7 and 6)
- e) Provide feedback on performance through probation and annual reviews.
- f) Supply individual client care plans/task lists
- g) Provide the opportunity for DCW to give feedback individually through anonymous surveys, Self Assessment and Organisational Feedback forms provided as part of Probation and Annual review procedures. (includes terms and conditions ratings)

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The Employee agrees to:

- a) Perform all duties and responsibilities in a professional manner adhering to FBC policy and procedures at all time and to retain copies of policy, procedures and other guidelines supplied by the Employer.
- b) Perform tasks listed on care plans/task lists to the best of their abilities and in accordance with training.
- c) Abstain from making public statements about the Employer or clients as per FBC policy which limits public statements to Senior Management only.
- d) Comply strictly with cash handling procedures concerning the handling of funds on behalf of a client, and only where cash handling has been authorised, following guidelines on receipt /offer of gifts from clients.
- e) Abide by the Employer's guidelines in ensuring that neither family nor other household members or friends help them to perform their paid duties for the Employer or attend the property of clients of the Employer.
- f) Declare known interest or relationship with a client prior to accepting bookings to attend that client as a paid Employee and to declare any involvement with the Employer's client that transcends Employer/Employee relationship.
- g) Not sign documents that relate to private client business including witnessing wills, providing a personal testimonial or any other business document without the express consent of the Employer.
- h) Inform the Employer of any items removed from the workplace by the Employee - in order to carry out their work - so that the Employer may record and keep track of Family Based Care or client property to avoid any misunderstanding. e.g. wheelchair.
- i) Return FBC property including Identification badge, Operations Manual and where applicable Salary Packaging card as covered in other parts of this agreement upon resignation.
- j) Attend and participate in probation and annual reviews.

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2.6 Health and Safety in the workplace

The Employer agrees to:

- a) Comply with State and Commonwealth Occupational Health & Safety laws and any relevant industry codes of practice.
- b) Promote safe work practices through policy, procedures, training and best practice.
- c) Allow and encourage representation on an Occupational Health and Safety committee.
- d) Provide clear processes on accident and incident reporting
- e) Supply disposable gloves, aprons, and booties to be worn as part of infection control guidelines, as needed for work purposes.
- f) Support the rights of an Employee who reports unsafe working conditions in client homes including the right not to work in a smoking environment.
- g) Monitor and provide reminders when an Employee has not completed manual handling refresher within a two year period.
- h) Promote opportunities to attend manual handling refresher training.
- i) Provide opportunity for flu injection in the workplace once a year
- j) Provide masks in situations where it is deemed necessary to the health of client and / or worker.
- k) Provide access to OH&S officer to discuss OH&S related concerns.

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The Employee agrees to:

- a) Comply with policies and decisions made by the Employer to promote and maintain a safe workplace required by relevant Occupational Health and Safety legislation. This includes any further requirements specific to the Employer's industry and workplace even if not specified in the legislation.
- b) To complete and submit accident/incident forms in accordance with procedure.
- c) Wear appropriate footwear when required and use appropriate safety equipment as required by the Employer.
- d) Advise the Employer if a medical condition (either existing or past) or medication may affect or limit their ability to carry out normal job tasks, particularly where failure to do so may put the client or Employee at risk of injury or aggravation of prior condition.
- e) Not to smoke neither in the company of clients nor on the premises of clients e.g. on shopping trips.
- f) To ensure combined working hours where the Employee has other employment is reasonable and does not affect their ability to carry out their duties in a safe and responsible manner.
- g) To give notice as soon as is practicable of any injury that may result in a worker's compensation claim.
- h) Note any hazards arising from the clients home, the equipment used or the work procedures and either solving the problem on site or reporting it to the coordinator
- i) Participate in OH&S assessments as required.
- j) Participate in manual handling refresher training at least once every two years.
- k) The Employee agrees to attend a medical assessment where concern has been raised about health or ability of the Employee to work in a safe manner without risk to self or client. Where directed by the Employer this will be at the Employers cost and with Employer's chosen service provider. The purpose of such a medical shall be to ensure the Employee is able to perform their duties in a safe and proper manner. Testing may include a drug screening test. Due to the nature of the work in the private home of vulnerable clients, the Employer has a zero tolerance to positive results to illegal substances.

Family Based Care (North) Inc.
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2.7 Work outside of Employment

- i. An Employee may take external work without the approval of the Employer providing that
 - i. work performance including ability to meet Duty of Care obligations is not affected
 - ii. no conflict of interest occurs
 - iii. the Employer's objectives are not disadvantaged
 - iv. external work does not result in short notice cancellations of shifts previously rostered with FBC.

- ii. Where it is deemed the Employee is working unreasonable hours as a result of having external employment the Human Resource Manager or other senior Manager may limit the number of hours offered to the Employee.

2.8 Workplace Change

- a) The Employer and the Employee agree that there will be changes to work and work practices and even the business of the Association itself. The Employer and Employee agree that changes will take place as part of the development of the business of the Association which has a flexible and productive workplace.

- b) The Employer agrees to provide the Employee with the relevant information where work practice changes take place, and the Employee agrees to be flexible and to accept any changes to their work position or work methods within the Association as may be required in the best interests of the Association. This does not affect the conditions of employment as outlined in this agreement.

Family Based Care (North) Inc.
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3 PART THREE -TRAINING AND SUPPORT

The Employer and Employee agree that training of Employees is important for the development of service delivery.

3.1 The Employer agrees to provide:

- a) Induction training -1 day of training supplemented by post induction training and mentoring as required for a period of 3 months.
- b) probationary supervision including fortnightly review of hours
- c) opportunities for eligible staff to undertake Traineeships
- d) a copy of the DCW Operations Manual, containing guidelines (Handbook), copy of code of Conduct and relevant policy/ procedures to support training.
- e) supervisory direction and support through the availability of Coordinators, Human Resource Staff, and On Call for after hours advice. Supplementary direction and training through a monthly Employee newsletter that highlights policy, procedure, and training news.
- f) feedback through daily supervision and review on an Annual basis. Annual reviews aim at the mutual giving and receiving of relevant feedback.
- g) Payment at standard hours for attendance at compulsory training that is delivered within ordinary hours i.e. where an Employee has been directed to attend.

3.2 The Employee agrees to participate in training which includes:

- a) Reading and retaining supplied policy, procedure, and training newsletter.
- b) Attending annual performance review interview as a condition of employment but shall be entitled to a payment of one hour at ordinary rate.
- c) Maintaining a record of any training attended at annual reviews
- d) Maintaining professional qualifications as per position description requirements and guidelines.
- e) Attendance at compulsory training specific to changing guidelines or specific client need where delivered within ordinary hours and paid at the standard rate.

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3.3 Traineeship

- i. An Employee undertaking a recognised National Traineeship under this agreement will be paid the appropriate rate of pay specified in Clause 3.2 Wages, Level 2 Traineeship.
- ii. Trainees shall attend the approved on and off-the-job training course or program as prescribed in the contract of training.
- iii. The Employer shall provide a level of supervision in accordance with the approved training plan during the traineeship period.
- iv. A trainee shall be engaged for the period as specified by the contract of training, provided that such trainee shall be subject to a satisfactory probation period as detailed in this agreement.
- v. Where the employment of a trainee by an Employer is continued after the completion of the traineeship, the period of the traineeship shall be counted as service for the purposes of the agreement and long service leave entitlements.
- vi. Separate from wage rates, all other conditions of employment for trainees are the same as contained in this agreement.

3.4 Support and counselling

Employees have the opportunity to debrief with client coordinators about client situations or alternatively to discuss any issues of employment or concern with the Employer's Human Resource Staff.

The Employer may direct an Employee to attend counselling/mediation where there is evidence of identified issues affecting work performance and/or attendance.

Details of available counselling are listed in the DCW Handbook within the DCW Operations Manual and available from Human Resource staff.

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4 PART FOUR - HOURS AND PAYMENT

4.1 Hours of work

- a) **Home Help:** is rostered on a Monday to Friday basis only with ordinary hours of work being between 8.00 a.m. and 5.00 p.m. Out of ordinary hours is not required.
- b) **Support work** is rostered on a Monday to Sunday basis to meet client need. By mutual agreement, ordinary hours of work are between 8.00 a.m. and 10 p.m. but work outside of these hours may be negotiated where an Employee has stated preferred availability, with no additional penalty.

4.2 Wages

- a) **The Standard payment** for Ordinary hours is detailed in the table below. Rates based on Community Services Award Tasmania (NAPSA). * denotes above Grade payment in lieu of possible out of ordinary hours work. Refer 3.2b

DCW Classification	Casual	Part time	Explanation
Level 1: Home Help			No National qualification required.
CSA Level 1 Grade 1	18.76	15.63	Initial 12 months employment
CSA Level 1 Grade 2	19.40	16.17	After 12 months employment
Level 2 Traineeship			
CSA level 2 Grade 1	20.14	16.78	In transition from Home Help to DCW on traineeship.
Level 3 Support Work*			Relevant Community Services qualification Certificate III.
CSA level 2 Grade 2	21.44	17.87	First twelve months employment
CSA level 2b Grade 1	22.04	18.37	Increment on twelve month anniversary of employment
CSA level 2b Grade 2	23.02	19.34	Respite house staff with medication endorsement on respite shifts.

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b) Weekend hours

a) An Employee working on a Saturday will be paid at the ordinary rate of Pay. The ordinary rate of pay is an above award payment for the appropriate level/grade and is paid at a higher grade in lieu of some out of ordinary hours work. No Employee will be expected to work more than one Saturday in each two week period or more than 4 hours on any Saturday. Work is allocated according to availability.

b) Payment for work performed on a Sunday shall be at the rate of double time.

c) **Public Holidays** Payment for work performed on a Holiday with Pay shall be at the rate of double time and a half for the following Public Holiday. Australia Day, Recreation Day, 8 hour labour Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Christmas Day, Boxing Day, New Years Day, Launceston Show Day.

d) **Wage Increases** The Employer will abide by annual pay rate decisions made by the Australian Fair Pay Commission or equivalent body. The amount of such increases shall be the same as the relevant percentage or flat rate amount increase applicable. The implementation date will be from the first pay period on or after the operative date of the increase.

e) **Commencement Wage** It is the intention of the Employer to commence all current DCW who choose to move from the award and those requesting to cancel AWAs to move to the collective on the highest level of their category.

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4.3 Employment Classifications

a) Casual Employees

Casual Employees are employed on an "as needs" basis and shall be paid a minimum loading of 20 per cent in lieu of leave entitlements including annual and personal leave as per the current CSA.

Employees will be classed as casual staff under the following circumstances.

- i. During the first twelve months of employment.
- ii. Employees working irregular hours/seasonal e.g. Christmas holiday relief, School holiday program general relief, maternity relief, and who do not have permanent client bookings.
- iii. Where ongoing employment is unlikely, e.g. a DCW employed to provide service to specific client and work will cease when client leaves the service.
- iv. Employees, who have limited availability of less than 10 hours per week e.g. due to substantial employment elsewhere or remaining with one or two clients during transition to retirement may request to be classified permanent casual.

b) Permanent part time status

- i. A casual Employee engaged on a regular, continuous basis will be moved to permanent part time status on completion of twelve month anniversary.
- ii. Owing to the nature of the industry this is on an "as needs basis" and there is no guarantee of hours in any week but there is an expectation of ongoing work.
- iii. Employees who are classified as permanent part time workers will be paid a standard rate and will be entitled to all leave entitlements specified in this agreement. This includes 17½% leave loading.
- iv. Where there is agreement between the Employee and the Employer, an Employee classified as a casual Employee may be reclassified as a permanent part time Employee, irrespective of the number of hours worked each week provided the Employee has successfully completed a six month probation period.

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4.4 Allowance Rates

- a) **Annual Review** - Employees are entitled to claim one hour at ordinary rate on attendance of an annual review performance meeting.
- b) **Compulsory Training** - When an Employee is directed by the Employer to attend compulsory training to meet changing requirements the Employee will be paid at the standard rate and training conducted in ordinary hours.
- c) **Induction training** - An allowance of \$50.00 may be claimed by the Employee on the first client engagement. Post induction Training is paid at the standard rate
- d) **Extended Care Rate**
 - i. An Employee may be offered an extended care shift with low to medium care clients e.g. assisting with travel and respite situations. This may include a sleepover. This is usually restricted to no more than two low to medium care clients or one high care client per worker for sleepovers.
 - ii. The Extended care rate is \$385.00 for a 24 hour period with the possibility of added ordinary hours where period exceeds 24 hours. This includes paid sleep and rest break periods.
- e) **Inactive Sleepover**

EMPLOYEES who in the course of their employment accept an inactive sleepover shift shall be paid \$70.00 for a maximum of 8 hours. Where there are no active hours attached to the 8 hour shift and the Employee is required to assist client in the preparation for sleep and early morning routine an additional hour at the ordinary rate will be paid.

 - i. Where the Employee's sleep is interrupted three or more times, or for a total period of 2 or more hours, during the shift they will record instances and inform the Employer that the shift became active. Active shift rates will be paid when a scheduled non active shift becomes active.
 - ii. Guidelines about what constitutes a disturbance will be provided to Employees.
 - iii. Employees undertaking a sleepover will not be required to attend more than two low to medium care clients or one medium to high care client.
 - iv. The Employer guarantees a clean and safe sleeping environment for Employees rostered in respite facilities.

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f) Kilometre allowance

- i. Employees are entitled to claim 60 cents per kilometre where kilometres are incurred for work purposes. This includes;
 - All kilometres in excess of 15 kilometres travelling from the Employee's home address to the first client of the day
 - Kilometres travelled between clients for the purpose of employment
 - All kilometres in excess of 15 kilometres when travelling from the last client of the day to their home
 - Approved and negotiated transport of clients in the Employee's own vehicle
- ii. Employees must only claim for work related travel as per supplied guidelines i.e. deduct kilometres spent in private travel from daily total.
- iii. Employees will receive payment with their fortnightly pay but only on receipt of a current claim form.
- iv. The Employer allows for personal preferences that may account for some variance in kilometre measurement e.g. avoiding highway during peak hour, preferred travel routes and after work obligations.
- v. Where there is doubt about the validity of a claim the Employer may check kilometres and where a variance is found discuss with the Employee.
- vi. Where it is found that an Employee has made excessive false claims disciplinary action including dismissal where fraud has been identified may result.

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i. Short notice cancellation

Short notice cancellations are beyond the control of the Employer who relies on clients to advise FBC when they do not require care. A short notice cancellation of one hour standard pay will be paid when an Employee's engagement is cancelled without receiving at least three (3) hours notice of the cancellation. This includes notification by the office or attending the client's address to find the client not in attendance.

- i. Payment is not made where an Employee refuses an alternative booking for a time scheduled as available on the same day.
- ii. Payment is not paid where there is evidence that the office left a message earlier than the 3 hour cancellation period. Employees are responsible for checking message banks. The Employer will record time and details of messages left.
- iii. In addition to the short notice cancellation the usual kilometre rate applies where an Employee has travelled to the client's home but the client is not home or declines care.
- iv. A higher payment is made for shifts over four hours:
 - i. Four to eight hours - payment of 2 hours
 - ii. Nine to sixteen hours - payment of 4 hours
 - iii. Above sixteen hours - payment of 6 hours.

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4.5 Conditions

- a) **Breaks:** An Employee shall not be required to work more than 5 hours continuously without a minimum meal interval of 30 minutes. By mutual agreement, alternative arrangements may apply. Such meal interval shall not be counted as time worked and the Employee shall be free of all duty during such interval.
- i. For the purpose of this clause where there is mutual consent and coordinator approval, the break may be spent with a low care client e.g. lunch/social activity/inactive sleepovers. Breaks spent with a client are covered in paid work hours.
 - ii. Employees are encouraged to take a minimum of ten minutes break after three hours of continuous client service.
- b) **Days off:** DCWs define availability to the Employee and therefore can advise of days where they are not available for work on a regular basis. Employees must have a minimum two days off per month and are encouraged to have a minimum of two days off per fortnight where hours exceed 30 hours per fortnight. The Employer understands where daily hours are low eg 1-2 per day; an Employee may feel it is unnecessary to have a weekly day off.
- c) **Daily Maximum hours:** Ordinary hours of work must not exceed 8.5 hours per working day without Manager approval, with the exception of approved sleepovers and extended respite.
- d) **Fortnightly maximum hours:** The Employer recommends that Employees work no more than 72 hours in any fortnight on a regular basis but may approve increases in hours where extended respite and/or sleepovers are included in the roster.
- e) **Rostering integrity:** FBC aims for a fair and equitable rostering system. A range of variables including DCW availability, skill, and preferences in addition to client feedback and needs means that this is complex. The Employer will not enter into discussion on individual rostering decisions.

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f) **Sleepovers**

- i. **Disclosure:** When accepting a sleepover booking the Employee must ensure that, they disclose any existing bookings (including other employment) that will prevent them from meeting guidelines. A senior manager may approve an exception depending on the circumstances.
- ii. **Inactive sleepover restrictions:** The Employer requires the Employee to have a two hour break prior to and immediately following an inactive sleepover. This does not preclude a worker from continuing with care for the engaged sleepover client but does mean that the minimum 2 hour break must be taken immediately following completion of that work.
- iii. **Active sleepover restrictions** The Employer requires that an 8 hour break must follow an active shift. This applies to inactive shifts that become active. This does not preclude a worker from continuing with care for the engaged sleepover client but does mean that the minimum 8 hour break must be taken immediately following completion of that work. It is recommended that the Employee takes the required break from all employment including employment including work external to FBC.

4.6 Method of payment

- a) DCW are paid on a fortnightly basis with pay periods ending on a Sunday.
- b) Wages will be processed and paid into an Employee nominated bank account by Friday following the end of a pay period with the exception of late time sheets or electronic failure which may cause a delay.
- c) Pay slips giving details of earnings and deductions will be issued with each pay.
- d) The Employer agrees to provide Employees with a list of pay periods, at the beginning of each Calendar year.
- e) Employees agree to submit time sheets to the office no later than midday Tuesday following the end of a pay period to allow sufficient time for processing.

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- f) Due to the nature of the work being determined daily by client need varying from minimum showering assistance to extended respite, Employees shall receive at least one hours work, or be paid one hours pay in lieu, on each separate period of engagement.
- g) In the event of difficulty in processing pays, e.g. electronic failure payment will be made as soon as possible.
- h) Where an Employee submits a late time sheet within a week of the due date the Employer will advise on changed banking date.
- i) The Employer will abide by Annual pay rate decisions made by the Australian Fair Pay Commission and any increase will be "flowed on" to Employees through percentaging to increase the hourly rates.
- j) Payment for kilometres will only be made where DCW has submitted Kilometre claim form together with fortnightly time sheet at the end of the pay period. Back claims may not be paid.
- k) In the situation of a payment error where the Employer has incorrectly paid wages to an Employee which exceeds their entitlements, the Employer will notify the Employee and provide details of the overpayment. In this situation the Employee shall be required to directly repay the amount of overpayment, or complete an authorisation to deduct the required amount from future wages, providing the overpayment is repaid to the Employer within two weeks of the Employee receiving notification, unless agreed otherwise between Employee and Employer.
- l) Employees should advise the pay office promptly if they believe their pay is incorrect. If not satisfied with the explanation the Employee should contact the Human Resources Staff who will further investigate. If not satisfied with the result the Employee should enter into the Grievance process.

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5 PART FIVE - LEAVE AND OTHER ENTITLEMENTS

**This section is not applicable to casuals in receipt of loading in lieu of entitlements to paid leave.*

5.1 Annual Leave

(a) Entitlement

- i. Full time and part time Employees in this part shall be entitled to 4 weeks paid annual leave per twelve (12) months continuous service. This shall mean a maximum of 152 hours for a full-time Employee after 12 months continuous service and a pro rata equivalent for part-time Employees.
- ii. Annual leave is cumulative and will accrue on a pro rata basis each four (4) week period throughout the year.
- iii. A period of annual leave does not break an Employee's continuity of service.
- iv. Employees will not be able to claim sick leave during a period of annual leave.
- v. Accrued leave entitlement is recorded on fortnightly pay slips.

(b) Payment for leave

- i. Annual leave shall accrue at the rate of 0.077 hours ordinary pay for each hour worked up to a maximum of 152 hours each 12 month period.
- ii. Where an Employee's rate of pay increases during a period of annual leave, no adjustment to the annual leave payment is necessary upon the Employee's return to work after the leave.
- iii. The term 'ordinary hourly rate of pay' means a rate of pay for a period worked that does not include incentive-based payments and bonuses, loadings, monetary allowances, penalty rate or any other similar separately identifiable entitlements.
- iv. A leave loading of 17½% of the ordinary hourly wage rate is payable for the period of leave taken.

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(c) Time of taking leave

- i. Annual leave to be taken at a mutually agreed time or times, subject to the operational requirements of the workplace. Provided that the Employer may fix the time for taking leave where agreement cannot be reached.
- ii. The Employee must give the Employer two (2) weeks written notice of intention to take annual leave with the exception of urgent leave requests which will be approved where service delivery will not be affected. An Employee must make application for leave and only on receipt of approval should take time off.
- iii. The Employer will not unreasonably refuse to authorise an Employee to take an amount of annual leave that is credited to the Employee, or revoke an authorisation enabling an Employee to take annual leave during a particular period.

(d) Extensive accumulated annual leave

The Employer encourages Employees to take four weeks annual leave each year. The Employer is able to direct an Employee to take up to a quarter of their annual leave entitlement if the Employee has an annual leave credit greater than eight (8) weeks.

(e) Payment of leave on termination of service

- i. An Employee is entitled to payment for untaken annual leave on termination of service. The 17½% leave loading is not payable upon termination.
- ii. Where either party terminates the employment, the untaken annual leave is paid at the Employee's basic periodic rate of pay at the time of termination.

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(f) Cashing out annual leave

The Employer encourages work/life balance and therefore allows cashing out of annual leave only where it is in excess of two weeks accrued leave.

- i. This Agreement entitles an Employee to cash out annual leave at their written request where accrued leave is in excess of two weeks. During each 12 month period an Employee is entitled to cash out an amount of annual leave credited to the Employee that is equal to more than 1/26 of the nominal hours worked by the Employee.
- ii. Leave cannot be cashed out in advance of it being credited.
- iii. Payment for cashed-out leave must be at a rate no less than the Employee's ordinary hourly rate of pay at the time the election is made and must be given within a reasonable period. Payment will not include leave loading.
- iv. An Employee election to cash-out annual leave must be made in writing. The Employer will only refuse an Employee's request to cash out leave on reasonable grounds or where accrued leave will fall below ten working days.
- v. Nothing in this clause nor in this Agreement shall be taken in any way as forcing an Employee to forgo an entitlement to take an amount of annual leave or to exert undue influence or undue pressure in relation to the making of a decision by the Employee whether or not to forgo an entitlement to take an amount of annual leave. Nothing in this clause shall be taken in any way as entitling an Employee to cash-out their annual leave in a manner that is not in accordance with the Workplace Relations Act or Workplace Relations Regulations.

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5.2 Personal Leave/Carers Leave

a) Entitlement

- i. Under this part, an Employee is entitled to paid leave (sick leave) because of a personal illness or injury or paid or unpaid leave (carer's leave) to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - A personal illness, or injury, of the member; or
 - An unexpected emergency affecting the member.
- ii. For the purposes of clause (i), the following are members of an Employee's immediate family:
 - A spouse, child, parent, grandparent, grandchild or sibling of the Employee; or
 - A child, parent, grandparent, grandchild, or sibling of a spouse of the Employee.
- iii. Personal Leave/Carers Leave of 10 days (76 hours full time equivalent) paid leave per year will be accrued after 12 months service. This leave accrues at the rate of .03846 per hour worked for all ordinary hours to a maximum of 76 hours per annum for full time Employees. Personal leave only accrues on ordinary time (38 hours per week maximum for full time Employees).
- iv. A pro-rata entitlement applies to eligible part-time Employees.
- v. This leave will be cumulative and accrues on a pro rata basis.
- vi. The payment for personal leave is the Employee's ordinary hourly rate of pay.

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b) Conditions

- i. The Employer is not required to pay personal/carer's leave entitlements for any period during which the Employee is absent from work because of a personal illness or injury for which the Employee receives workers compensation payments.
- ii. Employees must notify the Employer by telephone or arrange for the Employer to be notified before the start of work for that day of their inability to attend for work, the nature of their illness or injury and the estimated length of their absence. Wherever practicable, such notification should be provided on the previous day so as to enable the Employer to make alternative staffing arrangements.
- iii. Employees must provide a medical certificate from a registered health practitioner or a statutory declaration if it is not reasonably practicable to obtain a medical certificate, after two (2) days absence as proof of personal illness or injury, or as otherwise specifically requested by the Employer.
- iv. An Employee is entitled to use up to but no more than 10 days personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause. Leave may be taken for part of a single day. and, as far as practical, the Employee should state the nature of illness or injury and the estimated duration of absence.

c) Evidence Support claim

- i. An Employee shall provide to the satisfaction of the Employer that the Employee was unable to attend work because of illness or injury to attend for duty on the days for which personal leave is claimed.
- ii. The Employer requires a doctor's certificate for any claim of three or more consecutive working days for personal illness. Employees may be required to prove their inability to attend for work by signing a Statutory Declaration where a doctor's certificate was not supplied.

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- iii. When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the Employee must establish by production of documentation acceptable to the Employer or by completion of a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
- iv. Where an Employee has taken more than five single days of Personal Leave in a twelve month without adequate explanation period the Employer may require evidence for further application of paid leave regardless of the duration.

5.3 Compassionate Leave

- i. An Employee shall on the death of a wife, husband, partner, father, mother, child, sibling, grand-father, grand-mother, grand-child (including step relations), mother-in-law and father-in-law be entitled upon application being made to and approved by the Employer, to leave up to and including the day of the funeral of such relative.
- ii. This leave shall be without deduction of pay based on the Employee's approved roster for the three days absence and shall not exceed the number of ordinary hours the Employee is rostered to work in 3 ordinary days.
- iii. Proof of such death, in the form of a death notice or other written evidence, must be provided by the Employee to the satisfaction to the Employer.
- iv. Compassionate leave may also be taken on the near death of a relative. Employees will be required to prove to the Employer's satisfaction that the reason for the leave is genuine.

5.4 Parental leave

The Employee is entitled to take unpaid parental leave. This includes unpaid maternity, paternity and adoption leave up to a maximum period of 12 months. The Employer agrees to comply with the provisions of Division 5 of Part VIA of the Workplace Relations Act 1996, and Division 2 of Part 5A of the Workplace Relations Regulations in respect of parental leave.

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5.5 Long service leave

Long service leave entitlements will not be affected by the agreement. The Employer undertakes to monitor and advise Direct Care workers on Long Service Entitlements and to meet legislative requirements in accordance with the Long Service leave Act 1976.

- i. The Employer agrees to offer 13 weeks Long Service Leave based on 10 years "continuous service." This is more generous than the usual 15 years "continuous service" awarded in the private sector.
- ii. It must be noted that the act defines continuous service and where hours fall below 32 hours in a four-week period this period is not counted towards long service leave entitlements.
- iii. For the purpose of the above clause the ordinary hours of pay for an Employee taking Long Service Leave is based upon the average number of hours worked over the 12 months immediately prior to the commencement of leave in accordance with the Long Service Leave Act 1976
- iv. Long Service leave may be split once and once only.
- v. An Employee may apply to have Long Service Leave entitlements paid out but the Employer recommends the Employee seek taxation advice prior to doing so.

5.6 Unpaid Leave

- i. An additional two (2) days of unpaid carer's leave will be available for emergencies for permanent Employees who have used up their personal leave entitlement, and for casual Employees.
- ii. Unpaid carer's leave can be taken in a single unbroken period of 2 days or, if the Employer and Employee cannot agree, in separate periods, for example 4 half-days. However, unpaid leave will be conditional on an Employee not having any accumulated paid carer's leave or other authorised leave for caring purposes.
- iii. A period of unpaid carer's leave does not break an Employee's continuity of service, however it does not count as service.

5.7 Jury duty leave

Where the Employee is called up for jury duty, the Employer agrees to make up the difference between the daily attendance fee the Employee is entitled to receive from the Court for jury service and the Employee's normal pay for the same period.

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5.8 Superannuation

The Employer shall contribute on behalf of each Employee in accordance with the Superannuation Guarantee (Administration) Act 1992

- a) Employer contributions will be paid into a fund nominated by the Employee. In the absence of a nomination by the Employee, funds will be placed into the Employer's default fund.
- b) Employees covered by this agreement may also have additional superannuation salary sacrificed through Family Based Care. Superannuation contributions paid by the Employer into an approved Fund will be calculated on the pre packaged gross rate as per the applicable award classification and as defined under the Superannuation Guarantee Act 1992.

6 PART SIX- SPECIAL ENTITLEMENTS- *PERMANENT EMPLOYEES ONLY

6.1 Remuneration through Salary packaging

Not for-profit organisations have the ability under the Fringe Benefit Tax legislation to offer flexible and competitive remuneration through salary packaging. The Employer offers Salary Packaging arrangements in accordance with legislative requirements and rulings of the Australian Tax Office to allow Employees to take advantage of the organisation's status as an exempt Employer under the following conditions.

- a) Participating Employees may nominate a percentage of their fortnightly salary to be diverted to a non cash source and pay tax on the remaining amount that is paid as salary.
- b) Eligibility is limited to long term Employees who have achieved two years continuous service .
- c) This is non compulsory for Employees.
- d) Employees applying for this agreement must read details of Salary Packaging Procedure and guidelines.
- e) Individual Employees must make application and complete 100 point identity check as per banking guidelines.
- f) Individual applications are subject to the approval of Human Resource or other senior Manager dependent upon satisfactory performance record.
- g) The Employer makes this agreement in good faith. Employees who are considering salary packaging are advised by the

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Employer to seek independent financial advice as individual financial circumstances can affect the value of the packaging.

- h) The Employer shall not be held responsible in any way for the cost or outcome of any such advice. The Employer reserves the right to introduce an administration fee if required.
- i) Employees are liable for all bank fees incurred for Salary Packaging
- j) Employees must return their Salary Packaging card on resignation leaving sufficient balance to cover monthly fee.
- k) The Employer may withhold final pay pending return of its property including the Salary Packaging card .
- l) The Employer reserves the right to cancel Salary Packaging arrangements where an Employee has put their employment into jeopardy.

6.2 Uniform

The Employer allows an approved non compulsory uniform.

- a) The Employer will pay for two logos per eligible Employee but the Employee may wish to have logo's put on more than two items of clothing.
- b) The Employer requests that Employees consider the good name of Family Based Care when wearing clothing embossed with FBC identification and to consider the implications of the misuse of items of clothing bearing the FBC name and Logo.
- c) The Employer advises Employees to keep receipts and discuss tax benefits that may be associated with wearing a uniform with their tax agent.
- d) The Employer requests Employees to take appropriate action when identifying articles of clothing are no longer required. Employees are encouraged not to pass these items on to others nor to donate them to charities but to remove, either cover or destroy the FBC identification.
- e) The Employee is not to wear the FBC name and/or Logo on any items other than the prescribed uniform.

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7 PART SEVEN - PERFORMANCE MANAGEMENT.

7.1 Establishment of Standards and Expectations:

The Employer expects Employees to uphold the good name of the Employer and to carry out all duties in a responsible manner and in accordance with the clauses of this agreement and established policy and procedures. Breach of Policy or Procedure may result in discipline. The Employer therefore ensures that Employees have an understanding of relevant guidelines, policy, and procedure through the provision of:

- a) Induction training to all new DCWs to clearly outline the Employer's expectations and provide information on relevant guidelines.
- b) FBC operations manual which contains Handbook, copies of relevant policy and procedures to all new DCW.
- c) Monitoring and review of new Employees on a regular basis throughout their probationary period providing guidance as required.
- d) A monthly newsletter or update that gives Employees reminders and new information on policy/procedures /guidelines.
- e) Guidance meetings for individual DCW where performance indicates lack of understanding on policy and procedures.
- f) Information on relevant training as training needs identified.
- g) Copies of this agreement, policy, and procedures on request.
- h) Annual reminders during individual annual review of essential standards.
- i) Further information on any policy or procedure on request from an Employee.
- j) Website information

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7.2 Supervision

- a) **INFORMAL SUPERVISION** is provided through Client Coordinators on particular client issues and Human Resource Staff giving general direction and feedback and providing guidance as needed. This is day to day supervision as required.
- b) **FORMAL SUPERVISION** The Employer provides a formal performance management system which includes probationary, guidance, annual, complaint investigation and disciplinary interviews.. The formal performance management system ensures that both Employee and Employer have a means of giving and seeking feedback on performance.

7.3 Work performance Issues

The following process for assisting Employees to develop skills through performance monitoring applies;

Work performance issues will be addressed initially through daily supervision by client coordinators or Human Resource staff with the aim of resolution through the provision of feedback on individual client situations.

The employee may be required to attend a guidance interview to discuss training needs and strategies for improvement.

Where guidance interviews have failed to result in improved performance or where a more serious issue/complaint has occurred the Family Based Care disciplinary procedure will immediately apply. (See Clause 7.4 and Section 8).

Nothing in this procedure shall restrict the employer's right to summarily dismiss an employee in circumstances that warrant summary dismissal (see Section 8 of this agreement).

Records of all formal performance meetings will be kept in writing and dated. Any dispute over content will be referred to a Senior Manager. This includes issues addressed in general supervision by client coordinators.

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7.4 Discipline Process. The discipline process will apply where the Employer has ongoing concerns about general work performance or where it is alleged that the employee had behaved in an inappropriate manner. The Employer is committed to working in accordance with the Australian Workplace Relations Act 1996 and is conscious of the need to balance fairness to Employees with fairness to vulnerable clients.

The Employer acknowledges the right of every Employee to Natural Justice and ensures a fair process for complaints investigation and discipline, this includes the right to a fair hearing including adequate notice of what is alleged and an opportunity to respond to allegations and the right to an unbiased process of judgement.

The employer will inform the employee that they are required to attend a discipline meeting and informed of the reason i.e. alleged poor work performance or misconduct and that those concerns will be dealt with in accordance with these procedures. A time will be negotiated for a meeting, preferably to be held within two working days.

The Employee has a right to advocacy and may be assisted or represented in any disciplinary meeting by a support person of the Employee's choice from the workplace or by an external mediator including a union representative.. The Employer may allow for an extension of time for the required meeting where the chosen representative is not available and extension is reasonable.

Employee's may be stood down with pay where the employer has concerns about client service or a complaints investigation is pending.

The Employee will be given right of reply to complaints and grievances presented by the Employer at the meeting. In some instances, the issue may be resolved at this stage. Where the issue is not resolved at the meeting the following applies;

Unsatisfactory Performance: the Employer will set a timeframe for a review of performance and will consider reasonable measures to assist the employee to meet the required performance standards, such as mentoring or training as appropriate. A formal warning will be issued in writing stating the reason for the warning and detailing the standards of performance and/or conduct expected together with details of the review period to ensure mutual understanding. If the problem continues, the matter will be discussed with the employee at a second disciplinary meeting. If the concerns are not resolved, the outcome may be a further warning or termination of employment.

Misconduct. In the case of misconduct affecting the reputation of the employer, service agreements and/or client service or safety, a written warning will be issued. This warning will state that this is a final warning and any further misconduct will result in dismissal. The Employer will detail the reason for the warning and the standard of conduct expected. Nothing in this procedure shall restrict the employer's right to summarily dismiss an employee

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in circumstances that warrant summary dismissal as defined in Section 8 of this Agreement.

8 PART EIGHT - ENDING OF EMPLOYMENT

The following clauses should be read in conjunction with Sections 7 and 9 of this Agreement..

8.1 Employer Giving Notice Termination of Employment.

The Employer may terminate an Employee's employment by the giving of two weeks' notice.

- a) The Employer is not required to provide the relevant period of notice to an Employee in accordance with subclause i) and ii) if the Employee's employment is being terminated due to serious misconduct. Serious misconduct includes:
- a) wilful, or deliberate, behaviour by an Employee that is inconsistent with the continuation of the contract of employment;
 - b) conduct that causes imminent, and serious, risk to the health, or safety, of a person; or the reputation, viability or profitability of the Employer's business.
- b) Specific examples of serious misconduct include:
- i. being drunk or under the influence of illegal drugs while on the premises of client or FBC premises
 - ii. the Employee refusing to comply with a lawful and reasonable instruction given by the Employer
 - iii. theft, fraud, assault or other criminal behaviour.
 - iv. sexual harassment and other offensive, bullying or harassing behaviour.
 - v. breach of client confidentiality
 - vi. not carrying out health and safety obligations which includes gross negligence resulting in putting a client, carer or co – worker at risk of injury or harm.
 - vii. failure of drug screening test.
 - viii. complaint in regard to incidence with client/carer where investigation shows substantiated inappropriate conduct resulting in distress to a frail aged or client with

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disability and where alternative employment to working
in private homes of clients is not possible.

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8.2 Employee Giving Notice

- a. Permanent Employees are required to give two week's notice in writing to the Human Resource department.
- b. If an Employee fails to give the notice set out above, the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received above which shall be forfeited by the Employee.
- h) The type of conduct by an Employer that may allow an Employee to end their employment without notice, or to refuse to attend a specific client, after a consideration of the circumstances, includes:
 - i)
 - i. Assault or other criminal behaviour.
 - ii. Sexual harassment and other offensive or harassing behaviour.
 - iii. Employer not carrying out health and safety obligations.
 - iv. Action requiring the Employee to carry out an unlawful and unreasonable instruction.

8.3 Mutual Termination

Where the Employer or Employee gives notice of termination of employment, the parties may mutually agree to the employment ending before expiration of the period of notice, and in such cases wages shall be paid up to the time of the agreed termination eg in the case of illness, family emergency eg illness, family illness.

8.4 Casual Employees

Casual employment may be terminated by the Employer or Employee with the provision of one (1) hours notice.

8.5 Return of FBC property

- c) Regardless of the reason for ending employment, Employees must return their identification badge, operations manual and any other property belonging to the Employer or its clients
- d) Due to security concerns the Employer may withhold the final pay due to an Employee until the return of all FBC property including identification badge, Salary packaging bank card and operations manual.

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9 PART NINE- REDUNDANCY

A. Definition

Redundancy occurs when an Employer decides that the Employer no longer wishes the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour. This clause does not apply where the total number of Employees is 15 or less, as defined by the Workplace Relations Act 1996.

B. Severance pay

In addition to the period of notice prescribed for ordinary termination, an Employee whose employment is terminated by reason of redundancy shall be paid, the following amount of severance pay depending on their period of continuous service with the Employer:

Period of continuous service	Severance pay
Less than one year	nil
Upon the completion of 1 year	2 weeks' pay
Upon the completion of 2 years	4 weeks' pay
Upon the completion of 3 years	6 weeks' pay
Upon the completion of 4 years	8 weeks' pay
Upon the completion of 5 years	10 weeks' pay
Upon the completion of 6 years and over	12 weeks' pay

Week's pay means the Employee's current ordinary hourly rate of pay multiplied by the average number of weekly hours (excluding overtime) worked over the past 52 weeks.

PROVIDED that the severance payments shall not exceed the amount which the Employee would have earned if employment with the Employer had proceeded to the Employee's normal retirement date.

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C. Employee leaving during notice

An Employee whose employment is terminated by reason of redundancy may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the Employer until the expiry of such notice. However, in this circumstance the Employee shall not be entitled to payment in lieu of the remainder of the period of notice.

D. Alternative employment

The Employer shall not be required to pay severance pay to an Employee in circumstances where the Employer is able to secure reasonable alternative employment for the Employee, either with the Employer or with another Employer.

E. Employees exempted

This clause shall also not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty or in the case of casual Employees, seasonal Employees or Employees engaged for a specific period of time or for a specified task or tasks.

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10 PART TEN - DISPUTE RESOLUTION

The following procedures will apply for the resolution of any dispute relating to this agreement.

- i. The parties to the dispute must genuinely attempt to resolve the dispute at the workplace level.
- ii. In the event of any Employee having any dispute, they will discuss the matter with their immediate supervisor or as directed with the Human Resource staff. At any stage of the procedure, an Employee may request representation.
- iii. If the matter is not resolved at this level, the grievance will be referred to the relevant Manager and in accordance with FBC policy and procedure may also be resolved by General Manager or the Board of Management.
- iv. If the matter cannot be resolved at the workplace level by the above process, the matter may be brought before the Australian Industrial Relations Commission on the application of either party for conciliation and/or arbitration. An application to the Commission must be in accordance with Form 5 of Schedule 1 to the *Workplace Relations Regulations 2006*. The parties will be bound by the outcome. Alternatively, by agreement between the parties, the matter may be brought before an accredited Alternative Dispute Resolution practitioner, in which case the parties will agree to be bound by the practitioner's decision.
- v. Until the matter is determined in accordance with the above procedure, normal work will continue in accordance with established custom and practice. If the grievance is a safety issue which creates a reasonable belief that there is an imminent threat to the Employee's health or safety, the Employee may refuse to perform the work until the matter is resolved. The Employer will attempt to have the Employee relocated to a safe work area until the matter is resolved.