



MISCELLANEOUS WORKERS - HOME CARE INDUSTRY (STATE) AWARD

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1. CONTENTS

SECTION	TITLE
PART A	CONDITIONS
1	Contents
2	Definitions
3	Contract of Employment
3A	Secure Employment
4	Hours of work
5	Wage rates
6	Composite rates
7	Part-time employment
8	Casual employment
9	Shift allowances
10	Saturday and Sunday work
11	Payment of wages
11A	Union Dues
12	Rest periods
13	Sleep over
14	Client cancellation
15	Overtime
16	Meal money
17	Meal Breaks
18	Public holidays
19	Annual leave and loading
20	Sick leave
21	Personal Carer's leave
22	Long service leave
23	Bereavement leave
24	Parental leave
25	Right of entry
26	Union business
27	Work clothes and equipment
28	Expenses
29	Travel allowance and travel time
30	Training

SECTION	TITLE
31	Redundancy
32	Superannuation
33	Anti-discrimination
34	Disputes procedure
35	Form of Agreement in writing
36	Savings
37	Salary Packaging
38	Area, Incidence and duration
Appendix A	Guidelines for Grading

2. DEFINITIONS

- (i) **'Agreement in writing'** means in the form provided in Clause 35, Form of Agreement in Writing.
- (ii) **'Average weekly hours'** means the specified minimum number of contract hours or the average number of ordinary hours actually worked, whichever is the greater.
- (iii) **'Broken shift'** means when an employee works two or more engagements on the same day, each engagement separated by a non-working period.
- (iv) **'Casual employee'** means an employee engaged and paid as such but shall not include employees working 38 ordinary hours per week and shall not include part-time employees and shall be engaged pursuant to Clause 8, Casual Employment, of this award.
- (v) **'Client'** means the person who requires the home care service.
- (vi) **'Day'** means a period of 24 consecutive hours.
- (vii) **'Engagement'** means time on the job with the client/s joined by the time taken to travel between clients, meal breaks, crib breaks and rest periods, including overtime worked continuously after the engagement.
- (viii) **'Full-time employee'** means a weekly employee engaged to work an average of 38 hours per week.
- (ix) **'Ordinary hours'** means the usual rostered hours of the employee.
- (x) **'Part-time employee'** means an employee engaged by the week who is required to work a number of ordinary hours each week less than the 38 ordinary hours prescribed for full-time employees.
- (xi) (a) **'Pro rata sick leave'** means, for the first 9 months of service, the accumulation of sick leave using the following calculation:

$$\frac{\text{Average weekly hours per month} \times 8}{38}$$

- (b) **'Pro rata sick leave'** means, after 12 months service, the accumulation of sick leave using the following calculation:

$$\frac{\text{Average weekly hours per year} \times 76}{38}$$

- (xii) **'Residence'** means place of abode.
- (xiii) **'Union'** means the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch.
- (xiv) **'Week'** means not more than 38 ordinary hours worked in not more than five days in any seven consecutive day period.
- (xv) **'Weekly employee'** means an employee engaged and paid by the week or fortnight.

3. CONTRACT OF EMPLOYMENT

- (i) An employee may be engaged as a full-time, part-time or casual employee.
- (ii) Employees other than casuals shall be employed by the week and their engagement shall be terminated by a week's notice on either side to be given at any time during the week or by the payment or forfeiture, as the case may be, of a week's wages in lieu thereof.

Provided that where an employee leaves without giving notice the employer may deduct, from monies owing, that part of notice not given.

- (iii) Where a full-time or part-time employee has no prior engagement with the employer as a casual, then during the first two weeks' employment they may be terminated on one hour's notice. Casual employees who are subsequently engaged as full-time or part-time employees may be terminated on one hour's notice during the first week. The short periods of notice of termination shall apply in respect of both an employer terminating employment and an employee resigning from employment.
- (iv) Notwithstanding the provisions of this clause the employer or the employer's representative shall have the right to terminate an employee at any time for refusal of duty, malingering, inefficiency, neglect of duty or misconduct and shall be liable only for payment up to the time of dismissal.

- (v) The employment of a casual employee may be terminated by one hour's notice.
- (vi) On the termination of employment the employer shall, at the request of the employee, give to such employee a statement by the employer stating the period of employment, the class of work employed upon and when the employment terminated.

3A SECURE EMPLOYMENT

(A) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert

an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (viii) An employee must not be engaged and re – engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.
- (d) Disputes Regarding the Application of this clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

4. HOURS OF WORK

- (i) The ordinary hours of work, exclusive of meal times, shall not exceed 8 hours per day nor 38 hours per week, provided that ordinary hours may be a maximum of 10 hours per day by agreement in writing between employer and employee. Such hours shall be worked in no more than five days in any seven consecutive day period within the spread of hours of 7:00am to 8:00pm.
- (ii) As required by the employer, an employee shall start and cease work on the job at the commencing and finishing times within which the ordinary hours shall be worked and shall transfer from client to client as directed by the employer. An employee transferred from one client to another during a day shall be paid for the time occupied in travelling in accordance with the provisions of subclause (ii) of clause 29, Travel Allowance and Travel Time.
- (iii) An unpaid period of not less than 30 minutes nor more than one hour shall be allowed for meals to employees who continuously work 5 hours or more in each day.
- (iv) As far as possible the employer shall fix the time of duty in a flexible way to meet the needs of the client and the employee.

5. WAGE RATES

Employees of the classifications herein set out shall be paid not less than the minimum rates as set out in Table 1 - Wage Rates, of Part B, Monetary Rates.

The rates of pay in this award include the adjustments payable under the State Wage Case of May 2003. These adjustments may be offset against:

- (a) any equivalent over award payments; and/or
- (b) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.

Upon being employed, employees shall be graded into one of the following grades:

(i) Field Staff Grade 1

Field Staff Grade 1 shall mean a person without previous relevant experience in personal care delivery. This is a trainee level, which applies to new employees. The employer shall provide training. At the end of a maximum period of six months or 250 hours employment, employees who have satisfactorily completed the requirements of Grade 1 shall progress to Grade 2.

Should an employee at this Grade 1 level not satisfactorily complete the requirements of Grade 1, he/she shall be notified in writing by the employer two weeks prior to the date, which he/she would have proceeded to Grade 2.

An employee may seek the assistance of the union during these discussions and if there is a disagreement between the parties as to the employee's future, the matter shall be resolved as per Clause 34, Disputes Procedure.

Nothing contained in this clause shall be taken to detract from the employer's right under Clause 3, Contract of Employment.

A Field Staff Grade 1 shall work under general supervision.

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

(ii) Field Staff Grade 2

Field Staff Grade 2 shall mean a person who satisfies the requirements of Grade 1 and has progressed to Grade 2.

An employee at this level shall be competent in carrying out simple personal care, housekeeping and tasks relevant to assisting clients to maintain their independence in their own homes.

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

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

(iii) Field Staff Grade 3

Field Staff Grade 3 shall mean a person who performs the duties of a Field Staff Grade 2 and is required to directly attend to the client's needs, as opposed to assisting the client to do for himself/herself because of the client's behaviour or the clients' condition and/or household environment.

Grade 3 employees will be involved in on-the-job training of Field Staff where required.

(iv) Live-In Houseworker

(a) The terms and conditions contained in the clause shall be in substitution for and not cumulative upon the following clauses of the Award.

Clause Number	Subject
4	Hours of Work
10	Saturday and Sunday Work
15	Overtime
18	Public Holidays

(b) In respect of persons not permanently appointed as Live-in Houseworkers, in so far as Clause 19, Annual Leave and Loading, and Clause 20, Sick Leave, are concerned,

hours worked under this clause shall be limited to eight hours of every 24 for calculation purposes.

(c) Live-in Houseworker shall mean an employee who would normally live at the client's premises for a period in excess of 48 hours and shall be graded as follows:

(1) Live-in Houseworker - Grade 1 is an employee employed to perform general housekeeping duties only. General housekeeping means preparing meals, cleaning, laundry, shopping and household duties of a like nature and handyperson work within the skill competence and training of the employee and excludes any personal care.

(2) Live-in Houseworker/Carer - Grade 2 is an employee employed to perform general housekeeping duties as defined in Grade 1 and personal care Grade 2 as described in Appendix A.

(3) Live-in Houseworker/Carer - Grade 3 is an employee employed to perform general housekeeping duties as defined in Grade 1 and personal care Grade 2 and 3 as described in Appendix A.

(d) Wages Weekly Rates

(1) Live-In Houseworker Grade 1

The total weekly remuneration for a Live-in Houseworker Grade 1 shall be calculated as follows:

Weekly Rates for a Field Staff Worker Grade 1
+ All Incidents Loading = Total Weekly Rate

The All Incidents Loading for a Live-in Houseworker Grade 1 is calculated by obtaining 30% of the relevant weekly rate.

The All Incidents Loading of 30% takes into account all incidents of employment inherent in the work and conditions of employment of Live-in Houseworkers, including but not limited to, the requirement to reside at the client's premises. Such tasks that are required to be performed by the employee will be performed at times of the day, which are mutually agreed between the employer and the employee.

(2) Live-In Houseworker/Carer - Grade 2

The total weekly remuneration for a Live-in Houseworker/Carer Grade 2 shall be calculated as follows:

Weekly Rates for a Field Staff Workers Grade 2
+ All Incidents Loading = Total Weekly Rate

The All Incidents Loading for a Live-In Houseworker/Carer Grade 2 is calculated by obtaining 40% of the relevant weekly rate. The All Incidents Loading of 40% takes into account all incidents of employment inherent in the work and conditions of employment of Live-In Houseworkers, including but not limited to, the requirement to reside at the client's premises. The employee will normally perform duties at times of the day, which are mutually agreed between the employer and employee.

(3) Live-In Houseworker/Carer - Grade 3

The total weekly remuneration for a Live-in Housekeeper/Carer Grade 3 shall be calculated as follows:

Weekly Rates for a Field Staff Worker + Special Loading + All Incidents Loading = Total Weekly Rate.

The Special Loading is calculated by obtaining 3.5% of the relevant weekly rate. The special loading is in recognition of all factors, including but not limited to, the special pressures, responsibilities and climate inherent in the work of a Live-in Houseworker Grade 3.

The All Incidents Loading is calculated by obtaining 50% of the sum of the relevant weekly rate plus the Special Loading. The All Incidents Loading of 50% takes into account all incidents of employment inherent in the work and conditions of employment of Live-in Houseworkers, including but not limited to, the requirement to reside at the client's premises and to perform work, and be available for the performance of work at all such times of the day as the job and the client's needs may require.

(e) Wages Daily Rates

(i) Part Time Employees

The daily rate for a Live-In Houseworker/Carer (any grade) shall be calculated as follows:

$$\frac{\text{Appropriate Weekly rate for Live-In Houseworker}}{5} = \text{daily rate}$$

Provided that by mutual agreement up to three employees may be engaged as a Live-In Houseworker (any grade) per client.

For the purpose of this subclause a day shall be defined as a period of 24 consecutive hours.

The minimum payment for work done under this subclause shall be two days at the daily rate. Thereafter the minimum payment will be at the daily rate.

(ii) Casual Employees

The casual rate for a Live-In Houseworker (any grade) shall be calculated as follows:

$$\frac{\text{Appropriate Weekly rate for Live-In Houseworker}}{5} + 25\% = \text{daily rate}$$

For the purpose of this subclause a day shall be defined as a period of 24 consecutive hours.

The minimum payment for work done under this subclause shall be one day at the daily rate.

Work performed under this subclause shall be for relief and temporary and emergency purposes only.

(f) Time Off

- (i) After each five consecutive days of duty, a Live-in Houseworker shall be entitled to two consecutive days off.

Provided that:

- (1) Such days may accumulate to a limit of six and in any case must be taken at the conclusion of such service.
- (2) Where it is mutually agreed between the employer and the employee that under special circumstances the days of duty should continue, such days may accumulate to a limit of eight to be taken at the conclusion of such service.

Provided that the Live-in Houseworker shall continue to receive the normal weekly wage during such days off.

(g) Full Time Live-in Houseworker

- (i) In the event of work appropriate to a Live-in Houseworker under this clause not being available, a Live-in Houseworker can be required to undertake work performed by other employees covered by this award. Provided that where such work is directed and carried out it shall be paid at the rates and conditions contained in this clause subject to subclause (ii) of this clause.
- (ii) In the event of work not being available under this clause the Secretary or other responsible officer of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch, will be contacted. During this period of time the Live-in Houseworker will not suffer any reduction in pay. Discussions will commence as soon as possible between the employer and the said Union. From the date of contact with the said Union, the Live-in Houseworker will not suffer any reduction in pay, although such time will be limited to two weeks.
- (iii) Nothing in this subclause shall preclude an employee from applying for that leave contained in this award to which there is an entitlement.

(h) Commencement and Cessation

Designated commencement of work insofar as place, date and time are concerned shall be calculated by the employer. Designated cessation of work insofar as place, date and time are concerned shall be calculated by the

employer. Provided that time spent travelling shall be regarded as time worked.

(i) Reimbursement of Meals

In the event of whether all or some of breakfast, lunch and dinner is not provided the employer shall reimburse such reasonable amounts for same, upon proof of expenditure.

(j) Accommodation to be provided free of charge

A live-in houseworker shall not be liable to pay or contribute towards rent, board and lodging, charges, fees, or accommodation costs etc, whilst living at the client's premises. This includes charges for gas, electricity etc.

(k) Annual Leave

Subject to clause 19, Annual Leave and Loading, and subclause (b) of this clause, a Live-in Houseworker employed and paid as such shall accrue an additional weeks leave for every 12 months of continuous service on a pro-rata basis.

6. COMPOSITE RATES

- (i) An employer shall pay all employees except live-in houseworkers a composite rate as prescribed below for all work of the employees where the employer chooses to utilise this clause. Where the employer chooses to pay a composite rate, each employee will be informed in his/her letter of appointment that composite rates apply to employment with the employer.
- (ii) The composite rate will be the rate as prescribed in Table 1 - Wage Rates, of Part B, Monetary Rates (which includes an additional 20 per cent loading). The composite rate shall be paid for all hours worked except overtime.
- (iii) This loading will be in substitution for payment of any penalty rates contained in Clause 9, Shift Allowances, and Clause 10, Saturday and Sunday Work.
- (iv) Overtime shall be paid on the ordinary rate as prescribed in the said Table 1, and not on the composite rate.
- (v) Where an employer wishes to vary the payment system to or from the composite rate structure, all employees will be provided with one month's notice in writing.

- (vi) Where an employer chooses to use a composite rate, employees employed at that date shall not be disadvantaged in relation to having to work outside the normal spread of hours, that is, employees shall not have their hours and times of work re-rostered in a way which disrupts their social and family life.

7. PART-TIME EMPLOYMENT

- (i) A part-time employee is one who is appointed to work a minimum number of contract hours which are less than 38 per week but which may vary from week to week above that minimum.

A part-time employee shall be given a minimum number of contract hours per week by his/her employer as part of their contract of employment. A part-time employee shall not be paid less than his/her minimum contract hours per week, but may work up to 10 hours extra per week at his/her ordinary hourly rate without the payment of overtime, subject to Clause 9, Shift Allowances, and Clause 10, Saturday and Sunday work, and Clause 15, Overtime.

Provided that, where 7 days' notice is given, an employee may be requested to work up to 38 hours per week.

- (ii)
 - (a) A part-time employee (other than a Live-In Houseworker) shall receive the appropriate hourly rate of pay as set out in Table 1 Wage Rates, of Part B Monetary Rates, for all work performed in ordinary time on any day, Monday to Friday, inclusive. This amount shall be the ordinary hourly rate of pay for part-time employees.
 - (b) A part time Live-In Houseworker shall receive a daily rate as set out in Clause 5(e)(i).
- (iii) The hourly rates of pay shall be calculated by dividing the appropriate weekly rate by 38, calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.
- (iv) Part-time employees shall be entitled to annual leave, sick leave, public holidays and like conditions of this award on a pro-rata basis.
- (v) Part-time employees (other than Live-In Houseworkers) shall be engaged on the following basis:

- (a) Employees shall have a minimum contract of hours of 10 per week or 20 per fortnight.
- (b) The minimum payment per engagement shall be one hour.
- (c) Notwithstanding the provisions in paragraph (a) above, where there is a genuine agreement in writing between the employer and employee the minimum contract hours may be reduced.
- (d) Savings:

The provisions in paragraph (a) of this subclause shall not apply to existing employees of an employer where:

- (1) as at the operative date of this award the minimum contract hours worked by the employee are five and less than ten per week or are less than 20 per fortnight, and
 - (2) the employer is unable to re-roster the minimum contract hours of the employee so as to comply with paragraph (a) of this subclause; provided that if additional hours of work become available such existing employees shall be offered those additional hours to the extent necessary to comply with paragraph (a) of this subclause.
- (vi) The average weekly hours worked shall be the specified minimum number of contract hours or the average number of ordinary hours actually worked, whichever is the greater, for the purposes of accrual of annual leave, sick leave, long service leave and bereavement leave.
 - (vii) Part time Live-In Houseworkers shall receive a minimum payment of two days at the daily rate as set out in Clause 5(e)(i).

8. CASUAL EMPLOYMENT

- (i) Casual employee means an employee engaged by the hour and paid as such and shall only be used for relief, temporary or emergency work.

'Relief work' covers all hours that would have been worked by another employee but for absence due to any type of leave or other approved absence by that employee.

'Temporary work' means an engagement of less than six weeks where the services required by the client is for less than six weeks.

'Emergency work' means work, which could not be covered by a weekly employee because of extenuating circumstances.

- (ii) (a) A casual employee (other than a Live-In Houseworker) shall receive the hourly rate of pay as set out in Table 1 - Wage Rates, of Part B, Monetary Rates plus a casual loading of 20 per cent of the hourly rate of pay.
- (b) A casual Live-In Houseworker shall receive a daily rate of pay as set out in Clause 5(e)(ii).
- (c) This amount shall be the ordinary hourly rate of pay for casual employees and is inclusive of compensation for annual leave.
- (iii) The hourly rate of pay prescribed in subclause (ii)(a) above shall be calculated by dividing the appropriate weekly rate by 38, calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.
- (iv) (a) Casual employees (other than Live-In Houseworkers) shall receive a minimum payment of one hour for each engagement.
- (b) Casual Live-In Houseworkers shall receive a minimum pay of one day at the daily rate as set out in Clause 5(e)(ii).
- (v) A casual employee other than a Live-In Houseworker, notified by his/her employer in accordance with subclause (i) of Clause 6, Composite Rates, shall receive the casual rate of pay referred to in subclause (ii)(a) herein, plus the additional 20 per cent loading referred to in subclause (ii) of the said Clause 6.

9. SHIFT ALLOWANCES

- (i) An additional allowance of 30 percent shall be paid for all ordinary hours that fall outside the spread of hours of 7:00 a.m. to 8:00 p.m., Monday to Friday, for the actual time worked outside the said spread of hours.
- (ii) Broken Shifts
 - (a) Employees working broken shifts shall be paid an additional amount as set out in Item 1 of Table 2 - Other

Rates and Allowances of Part B, Monetary Rates, for each break in the shift worked.

- (b) Periods of work shall be so arranged so that all employees shall have a break of 10 hours in any 24-hour period, unless there is agreement in writing between the employee and the employer, or where the shifts are associated with a sleepover.
- (c) Notwithstanding the provisions in this clause all employees shall have a break of 8 hours in any 24-hour period.

10. SATURDAY AND SUNDAY WORK

- (i) Employees required to work their ordinary hours on a Saturday or Sunday shall be paid at the appropriate rate prescribed in Table 1 — Wages of Part B, Monetary Rates, and in addition shall be paid for all time so worked at the following rates:

Saturday work 50 per cent

Sunday work 100 per cent

- (ii) The allowances prescribed in this clause shall be in substitution for and not cumulative upon the shift work allowances prescribed in Clause 9, Shift Allowances.
- (iii) For the purpose of this clause, the rates prescribed shall apply in respect of ordinary hours of work only and shall apply to all employees including casual employees.

11. PAYMENT OF WAGES

- (i) All wages shall be paid at least fortnightly by cash, cheque or by direct deposit into the bank account of an employee's choice.
- (ii) The minimum unit of payment of wages shall be by the half hour, eg. where an employee is directed to work 1 hour and 20 minutes the employee shall be entitled to payment of 1½ hours wages.
- (iii) Wages shall be paid during working hours on a weekday being not more than five days following the end of the pay period. The payday selected, once agreed, shall not be changed without the agreement in writing of a majority of the employees. In the case of electronic funds transfer payments, wages shall be transferred

to the nominated account within 12 hours of the close of business on the nominated payday.

An employee who is kept waiting for his or her pay beyond the time nominated for such pay to be paid the employee shall be paid at overtime rates for such waiting time until the wages are paid.

Provided that when the employee has not provided the employer with details of time worked at the nominated time, the employer will not be held responsible for delays of payment for work beyond the minimum contract hours.

- (iv) Upon termination, wages due to an employee and any other monetary entitlements shall be paid on the date of termination or forwarded by post on the next working day.
- (v) An employer may deduct from amounts due to an employee such amounts as are authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.
- (vi) On pay days, the employer shall provide for each employee a statement in writing showing the gross salary including overtime and allowances, the amount deducted for taxation purposes, particulars of other deductions and the net amount paid, in accordance with section 123 of the *Industrial Relations Act 1996*, and regulation 15 thereof.

11A UNION DUES

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
 - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
 - (b) The Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount.
 - (c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).

- (ii) The employee's authorization shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorization to the Union, the Union shall not pass the written authorization on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorization.
- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
 - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five percent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 percent of the monies deducted.
- (iv) Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorization in order for such deductions to commence or continue.
- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing the authorization to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who has authorized the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorization to the employer in order for payroll deductions of union membership fees to cease.

- (viii) The above variations shall take effect:
 - (a) In the case of employers which currently deduct union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 5 February 2004;
 - (b) In the case of employers who do not fall within subparagraph (a) above, but who currently make deductions, other than union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on 5 May 2004.
 - (c) For all other employers, from the beginning of the first pay period to commence on or after 5 August 2004.

12. REST PERIODS

Each employee shall be allowed two intervals of not more than ten minutes each as rest periods, where such employees work more than four consecutive hours in a day. The intervals shall be part of the time of duty without deduction of pay.

13. SLEEP OVER

- (i) This clause shall not be used to substitute for or derogate from an employee employed as a Live-In Houseworker as defined in subclause (iv), of Clause 5, Wage Rates.
- (ii) An employer shall not require an employee to sleepover at the clients' residence more than five consecutive nights and will only be required to do so for emergency, relief and temporary purposes.
- (iii) An employee who is required to sleep overnight and to be on call for emergencies shall, in addition to the provision of board and lodging for such nights, be paid an allowance as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, provided that, except for time spent on call-out, the on-call period shall not count as time worked for the purpose of annual leave, sick leave or other leave.

- (iv) A sleep over shall not exceed 10 hours per occasion.
- (v) All time spent on call-out shall be paid for as time worked with a minimum payment of one half hour at ordinary time including the shift allowance as provided in Clause 9, Shift Allowances, applying to each occasion, subject to the time and purpose of the call and the time spent being appropriate documented for each occasion.
- (vi) When an employee is engaged on sleep over, such sleep over period shall immediately precede and/or follow a shift.

14. CLIENT CANCELLATION

- (i) Where an employee is given notice before 5:00 p.m. the day before the rostered service was to take place that a client shall not be requiring the service, then no payment shall be made to the employee in respect of that client.
- (ii) Where the employee is given notice after 5:00 p.m. the day before the rostered service or where the employee arrives at the client's home and the client is not there:
 - (a) If the employee can be given another client, then the employee is to proceed to the client within the rostered time on the same day. Where there is an agreement between the employer and employee then re-rostering of the client may take place on another day.
 - (b) If the employee cannot be given another client within the rostered time on the same day and the cancelled client stood alone as a single engagement, the employee is to receive a one-hour payment regardless of the fact that the engagement has been cancelled.
 - (c) If the employee cannot be given another client within the rostered time on the same day and the cancelled client is part of an engagement, the employee is to be paid for the time that would have been worked to a maximum of one hour.
- (iii) Notwithstanding the provisions of subclauses (i) and (ii) of this clause, if the total hours worked at the end of the fortnight are less than an employee's contract hours, then the contract hours shall be paid.
- (iv) Notwithstanding subclauses (i), (ii) and (iii) of this clause where the employer is unable to meet the minimum contract hours of a full-time or part-time employee for reasons associated with

death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:

- (a) work shall be re-allocated from casual employees to the part-time or full-time employee; or
- (b) where possible, the additional hours beyond the contract hours shall be re-allocated from another employee to the employee; or
- (c) where the employee agrees, the employee may have access to annual leave or long service leave; or
- (d) the employee and employer may agree to a period of unpaid leave; or
- (e) failing agreement in paragraph (d) of this subclause, refer to Clause 34, Disputes Procedure.
- (f) Notwithstanding the provisions in paragraphs (a) to (e) of this subclause, inclusive, if after six weeks the client still does not require the service, the employee shall be entitled to the provisions as set out in Clause 31, Redundancy.

15. OVERTIME

(i) Rates of Pay

For all work directed to be done in excess of eight hours per day or ten hours per day where agreed in accordance with subclause (i) of Clause 4, Hours of Work, or 38 hours per week, the rates of pay shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in subclause (iii) of this clause, in computing overtime each day's work shall stand-alone.

- ### (ii) Where an employee is paid a composite rate, overtime shall be paid on the ordinary rate as prescribed in Table 1 (Wage Rates, of Part B, Monetary Rates, and not on the composite rate.

(iii) Return to Duty After Overtime

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of such employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that he or she has not had at least ten consecutive hours off duty between those times shall be released after completion of such overtime until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the employer, such an employee resumes or continues work without having had such ten consecutive hours off duty he or she shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(iv) Crib Time

An employee working overtime shall be allowed a crib break of 20 minutes without deduction of pay after each consecutive four hours of overtime worked if the employee continues work after such crib time. Where the period of overtime is more than one and a half hours, an employee before starting overtime after working ordinary hours shall be allowed a meal break of 30 minutes, which shall be paid for at the appropriate ordinary rate. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand, provided that the employer shall not be required to make any payments for any time allowed in excess of 30 minutes.

- (v) (a) Subject to paragraph (ii) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
- (c) For the purposes of paragraph (ii) what is unreasonable or otherwise will be determined having regard to:
- (1) Any risk to employee health and safety;
 - (2) The employee's personal circumstances including any family and carer responsibilities;
 - (3) The needs of the workplace or enterprise:

- (4) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (5) Any other relevant matter.

16. MEAL MONEY

An employee required to work overtime after 5:00 p.m. for more than two hours without being notified on the previous day or earlier that he or she will be so required to work shall be paid an allowance as set out in Item 3 of Table 2 — Other Rates and Allowances, of Part B, Monetary Rates, for the purchase of a meal, except where the employer provides a suitable meal.

17. MEAL BREAKS

- (i) No employee shall be required to work more than five hours continuously without a meal break after commencing his or her daily work. Such unpaid period shall consist of not less than 30 minutes nor more than one hour. However, employees may be rostered to have a 20 minute paid crib break in place of the meal break where they are expected to remain with the client during such break.
- (ii) An employee called upon to work during a meal period as prescribed in Clause 4, Hours of Work, shall be paid overtime rates for all time so worked and such overtime shall continue to be paid until a meal break is allowed.

18. PUBLIC HOLIDAYS

- (j) Employees, other than casual employees, shall be entitled to the following public holidays, without loss of pay, namely:

New Year's Day, Australia Day, Good Friday, and the following Saturday and Monday, Anzac Day, Queen's Birthday, August Bank Holiday, Labour Day, Christmas Day and Boxing Day.

Provided that absence from duty owing to illness or other causes for periods immediately preceding or succeeding such holidays, where application is made for leave and such is approved, will cause the employee no loss of pay for the public holiday or holidays occurring within such period of absence.

- (ii) Payment shall be the amount the employee would have received had the day not been a holiday and he or she had worked thereon for the usual time on such day. Provided that where duties that would have been performed on the day on which the holiday falls are performed on another day in that week in addition to the normal duties, which will extend the hours, worked, then no payment will be made for the holiday.

Employees working 38 hours a week but not on a Saturday, shall not receive pay if the holiday falls on a Saturday.

- (iii) All time worked on a public holiday shall be paid for at the rate of double time and a half the ordinary prescribed rate.
- (iii) When the client cancels work on a public holiday, the employee shall have the time off with normal pay.
- (v) These rates are in substitution for and not cumulative upon the rates prescribed in Clause 9, Shift Allowances and Clause 10, Saturday and Sunday Work.
- (vi) Where a full-time employee has a rostered day off or short day off as part of a 38-hour week roster, which falls on a public holiday, the employee and employer shall agree to an appropriate alternative day off. In the absence of agreement, the substituted day shall be determined by the employer, and in any event shall be taken by the employee within 30 days of the public holiday.
- (vii) An employee who is paid a composite rate as set out in Table 1 — Wage Rates, of Part B, Monetary Rates, and is required to work on a public holiday shall be granted equivalent time off at a time to be mutually agreed between the employer and the employee, without loss of pay. Such time off must be taken within 30 days of the holiday or if not taken within 30 days the employee is entitled to the payment prescribed in subclause (iii) of this clause on the ordinary rate as set out in the said Table 1.

19. ANNUAL LEAVE AND LOADING

- (i) The provisions of the *Annual Holidays Act 1944*, and/or any Act amending or replacing that Act shall apply.
- (ii) Employees engaged to regularly work their ordinary hours on a rotating roster cycle over any seven days of the week, and who work in excess of 30 weekends in a calendar year, shall be entitled to an additional week's annual leave.

- (iii) Part-time employees whose weekly hours vary during the year shall be entitled to four weeks annual leave paid at their average weekly hours of ordinary time worked during the preceding 12 months.
- (iv) Annual Leave Loading
 - (a) When annual leave is due and taken, in addition to payment of wages an employee before going on annual leave shall receive a loading of 17.5 per cent of the appropriate ordinary rate of wages prescribed in Table 1 — Wages Rates, of Part B, Monetary Rates.
 - (b) When the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause (a) of this subclause for the period not taken.
 - (c) Except as provided in paragraph (b) of this subclause, no loading is payable on the termination of an employee's employment.
 - (d) The loading is not payable on annual leave taken in advance, but will become payable at the time the leave would normally become due.
 - (e) Employees paid a composite rate will receive their composite rate whilst on annual leave in lieu of the annual leave loading referred to above.

20. SICK LEAVE

In the event of an employee becoming sick and unfit for duty and certified as such by a duly qualified medical practitioner, he or she shall be entitled to 76 hours sick leave for each year of service, provided that:

- (i) The entitlement to be paid for absences due to sickness in the first year of employment shall accrue on the basis of eight hours after each month of employment so that the full 76 hours entitlement will have been accrued after nine months' employment. In the second and subsequent year 76 hours will accrue at each anniversary date of employment, with untaken sick leave cumulative to a maximum of five years, namely 380 hours.

- (ii) Employees shall not be entitled to be paid for sick leave for any period in respect of which workers' compensation is paid or payable.
- (iii) Applications for sick leave shall be in writing, which may be completed upon resumption of duty.
- (iv) Should an employee be absent from work on account of sickness or accident it shall be necessary for such employee to notify the employer or agent authorised on the employer's behalf, that such absence is due to sickness or accident at least three hours prior to the commencement of normal work, wherever practicable but in any case not later than one hour before the first client. Should an employer require a written statement setting out the nature of the illness, such statement shall be furnished within 48 hours of the commencement of each absence.
- (v) The employer may dispense with the requirement of a medical certificate where the absence does not exceed two days in any year, or where, in the employer's opinion, such requirement is unnecessary. Medical certificates furnished by employees in accordance with this subclause to cover any periods of absence, shall indicate to the employer the nature of the illness suffered by the employee.
- (vi) A part-time employee is entitled to pro rata sick leave on the proportionate basis that the employee's weekly hours bears to 38 as outlined by the formulae provided in subclause (xi) of Clause 2, Definitions. The entitlement to pro rata sick leave shall be cumulative to a maximum of five years.

21. PERSONAL /CARER'S LEAVE

- (1) Use of Sick Leave
 - (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 20, Sick Leave, for absences to provide care and support, for such persons when they are ill or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

- (b) The employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person.
 - (ii) establish either by production of documentation acceptable to the employer or statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a defacto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or defacto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the defacto partner of that employee on a bona fide domestic basis; or

- (e) a relative of the employee who is a member of the same household, where for purposes of this subparagraph:
 - (1) “**relative**” means a person related by blood, marriage or affinity;
 - (2) “**affinity**” means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) “**household**” means a family group living in the same domestic dwelling.

NOTE: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer’s and employee requirements.

Where parties are unable to reach agreement the disputes procedure in Clause 34 should be followed

(2) Unpaid Leave for Family Purposes

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (i) of paragraph (c) of subclause (1) of this clause who is ill or who requires care due to an unexpected emergency.

(3) Annual Leave

- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be inclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

- (d) An employee may elect, with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due
- (4) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within the 12 months of the said election.
 - (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.
- (6) Personal Carers entitlement for casual employees
- (a) Subject to the evidentiary and notice requirements in subclause 1 of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 3 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. 2 days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

22. LONG SERVICE LEAVE

See *Long Service Leave Act 1955* and/or any Act amending or replacing that Act.

23. BEREAVEMENT LEAVE

- (i) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, on each occasion of the death of a person as prescribed by the said subclause (iii) of this clause.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of Clause 21, Personal Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4) and (5) of the said clause 21. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in subclause 1 of this clause casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 3 of Clause 18 Personal/Carers Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. 2 days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

24. PARENTAL LEAVE

- (i) refer to the *Industrial Relations Act 1996 (NSW)*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.
- (ii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to the engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(iii) Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

To assist the employee in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and the employer's decision to be in writing.

The employee's request and the employer's decision made under iii(a)(ii) and iii(a)(iii) must be recorded in writing.

- (d) Request to return to work part-time

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

(iv) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

25. RIGHT OF ENTRY

An officer of an industrial organization of employees, authorised for the purpose by the Industrial Registrar, may enter the premises where members are engaged, in accordance with the provision of Part 7 of the *Industrial Relations Act 1996*.

26. UNION BUSINESS

- (i) An employer of employees whose conditions of employment at any premises are covered by this award must cause a copy of the award to be exhibited at those premises in a conspicuous place readily available to the employees in accordance with section 261 of the *Industrial Relations Act 1996*.
- (ii) It is sufficient compliance with subclause (i) of this clause if the latest reprint of the award is exhibited.

27. WORK CLOTHES AND EQUIPMENT

- (i) On request, the employer shall supply, free of charge, two sets of tabards (i.e. full body aprons).
- (ii) Tabards shall be replaced by the employer on the basis of fair wear and tear.

- (iii) Tabards shall remain the property of the employer at all times and any employee applying for a new issue of any tabards supplied by the employer who fails to return such tabards last issued to him or her shall not be entitled to a new issue without payment therefore.
- (iv) All new employees at time of engagement and all existing employees at the time of the next issue of uniforms may be required to sign an authorisation permitting the employer to deduct the value of uniforms and/or employer property from termination monies if the uniforms and/or employer property is not returned. Employer property is property personally given to an employee and where such property can reasonably be expected to remain in the employee's personal control.
- (v) Where equipment, materials and tools are supplied by the client, the employer shall ensure that they are of reasonable quantity, quality and safety standards.
- (vi) Where an employee is required to work outdoors the employer shall provide a suitable broad-brimmed hat.

28. EXPENSES

- (i) Employees who are authorised to make business telephone calls on their telephone or a public telephone shall be reimbursed the cost of such calls. Provided that a record of calls and their purpose may be required to be given to the employer with an application for reimbursement, on a monthly basis.
- (ii) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred such expenditure.

29. TRAVEL ALLOWANCE AND TRAVEL TIME

- (i) (a) Where an employee is required to use his or her motor vehicle on official business he or she shall be paid at the rate as set out in Item 4 of Table 2 — Other Rates and Allowances, of Part B, Monetary Rates, excluding travel from the employee's home to the first place of work and return to home at the end of his or her duties.
- (b) Where an employee is required to use public transport for travel on official business such employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the employee's home to the first

place of work and return to home at the cessation of his or her duties.

- (c) No payment shall be made under paragraphs (a) and (b) of this subclause unless the employer is satisfied that the employee has incurred expenditure for such travel.
- (ii) Where employees are rostered to work with consecutive clients they shall be paid for the time taken to travel between locations at the rate of three percent of the ordinary hourly rate per kilometre travelled, excluding travel from the employee's home to the first place of work and return to home at the cessation of his or her duties; provided that this payment shall not be made if the employee is being otherwise paid under this award.

30. TRAINING

An employee may, with the prior approval of the employer, attend conferences, training courses and seminars, which are specifically relevant to the employer's business during normal business hours without loss of pay. Employers will not unreasonably withhold approval to attend such courses

31. REDUNDANCY

- (i) Application
 - (a) This clause shall apply in respect of full time and part time persons employed in the classifications specified by this award.
 - (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of subclause (iv) of this clause.
 - (c) Notwithstanding anything contained elsewhere in this award, this award shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
 - (d) Notwithstanding anything contained elsewhere in this award, this award shall 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, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Introduction of Change

(a) Employers duty to notify

- (1) Where an employer has made a definite decision to introduce major changes in production, program, organization, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (2) **'Significant effects'** include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the award specified in paragraph (a) of subclause (i) of this clause makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(b) Employer's duty to discuss change

- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (a) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made

by the employer to make the changes referred to in subclause (a) of this clause.

- (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Redundancy

(a) Discussions before terminations

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii), Introduction of Change, of this clause, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this paragraph and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (3) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the

disclosure of which would adversely affect the employee.

(iv) Termination of Employment

(a) Notice for Changes in Production, Programme, Organization or Structure

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'production', 'programme', 'organization' or 'structure' in accordance with subparagraph (1) of paragraph (a) of subclause (ii) of this clause.

- (1) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(b) Notice for Technological Change (

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with subparagraph (1) of paragraph (a) of subclause (ii) of this clause:

- (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(c) Time Off During the Notice Period

- (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(d) Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(e) Statement of employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the

classification of or the type of work performed by the employee.

(f) Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(g) Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by Centrelink.

(h) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

(v) Severance Pay

(a) Where an employee is to be terminated pursuant to subclause (iv) of this clause, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

(1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (2) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (3) **'Weeks pay'** means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and all purpose allowances paid in accordance with this award.

(b) Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (a) of this clause.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (a) of this clause will have on the employer.

(c) Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (a) of this clause if the employer obtains acceptable alternative employment for an employee. Without in any way limiting the generality of the words 'acceptable alternative employment, regard shall be had to:

- (a) the employee's age, education, skills and work experience;
- (b) the employee's place of residence;
- (c) the needs of the employer and the nature of the employer's operations; and
- (d) any other relevant circumstances.

(vi) Savings Clause

Nothing in this clause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

32. SUPERANNUATION

- (i) The subject of superannuation is dealt with by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, and the *Superannuation (Resolution of Complaints) Act 1993*, and section 180 of the *Industrial Relations Act 1991 (NSW)*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

The required superannuation contributions will be paid in accordance with the *Superannuation Guarantee (Administration) Act 1992*.

- (ii) Pursuant to section 124 of the *Industrial Relations Act 1996*, the employer shall genuinely consider a request by an employee nominating the Health Employees Superannuation Trust of Australia (HESTA).

33. ANTI-DISCRIMINATION

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practise of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

34. DISPUTES PROCEDURE

Subject to the *Industrial Relations Act 1996*, grievances or disputes shall be dealt with in the following manner:

- (i) The employee/s is/are required to notify (in writing or otherwise) the employer as to the substance of the grievance, requesting a meeting with the employer for bilateral discussions and state the remedy sought. This meeting shall take place within a reasonable time period.
- (ii) If agreement is not reached, the matter shall then be referred by the employer to a higher authority (where this exists). At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons (in writing or otherwise) for not implementing any proposed remedy.
- (iii) While the foregoing procedure is being followed, normal work shall continue.
- (iv) If the matter is not settled within a reasonable period of time, it may be referred/notified to the Industrial Relations Commission for settlement by either party.
- (v) The employer may be represented by an industrial organization of employers and employee/s is/are entitled to be represented by an industrial organization of employees for the purposes of each step of the procedure.

35. FORM OF AGREEMENT IN WRITING

For the purpose of this award the following form will satisfy the provision that the agreement between the employer and employee shall be in writing.

AGREEMENT

and

Print Employee's name

Print Employer's name and address

Voluntarily agree that:

Date: _____

Signature of Employee

Signature of Employer

36. SAVINGS

No employee shall suffer a reduction in the rate of wages enjoyed by that employee as a result of the implementation of this award.

37. SALARY PACKAGING

- (i) Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.
- (ii) "Salary packaging" shall mean that the employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.

- (iii) The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this award and shall be subject to the following provisions:
 - (a) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
 - (b) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
 - (c) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
 - (d) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of changes to the operation of legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
 - (e) prior to entering into any salary packaging agreements, the employee will be given the opportunity by the employer to seek independent advice in respect of salary package arrangements including advice from the union;
 - (f) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to whichever is the higher of:
 - (i) the ordinary time rate of pay that applied to the employee prior to the commencement of the salary packaging agreement; or
 - (ii) the applicable rate specified in Table 1, Rates of Pay of this Award.
 - (g) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
 - (h) Superannuation Guarantee Contributions will be calculated with reference to the ordinary time rate of pay

the employee would have been entitled to receive but for the salary packaging arrangement;

- (i) any allowance, penalty rates, overtime, payment for unused leave entitlements shall be calculated by reference to the ordinary time rate of pay which would have applied to the employee but for the salary packaging arrangement;
- (j) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

38. AREA, INCIDENCE AND DURATION

- (i) This award shall apply to all persons within the jurisdiction of the Domestic Workers &c (State) Conciliation Committee engaged by an organization in or in connection with the provision of home care services, to perform domestic work in private residences and furthermore, this award shall apply to persons engaged in or in connection with the provision of home care services who perform domestic work in private residences where the occupant of the residence is funded by one or more government and/or non-government:

- (1) agencies;
- (2) insurance funds;
- (3) trusts;
- (4) companies;
- (5) statutory corporations;
- (6) superannuation;
- (7) or like fund;

where the purpose of such funding is to fund or subsidise the service or services performed and such funding may be in the form of reimbursement or payment of subsidies, allowances, fees, wages, damages, awards (from the date such damages or awards are adjudged) or other like assistance given to or on behalf of the client or service provider. Without in any way limiting the generality of the words 'domestic work' it shall include cleaning, child minding, gardening, handy work, cooking, laundry,

shopping, housekeeping, personal attendant and general up keeping services.

(ii) Except:

This award shall not apply to:

- (a) persons (other than persons employed by a home care service) employed in ambulance work, hospitals, mental hospitals, nursing homes, hostels, retirement villages, aged care hostels and other like institutions;
- (b) persons (other than persons employed by a home care service) employed in or by hostels, accommodation support services or community residential units where their function is to assist in the provision of care and training in daily living skills, personal development, socialisation and recreation for disabled persons;
- (c) persons employed in providing home care services to clients in private residences, where such employees are employed by, and such services are run as an adjunct to a retirement village, nursing home, hostel, accommodation support service or community residential unit, where the traditional primary role of such institutions or services was not to provide home care services;
- (d) persons employed in or by a nursing home, hostel, retirement village, accommodation support service or community residential unit where such employees may be required to cross service clients within the scope of the employer's business (e.g., St. John's Nursing Home providing personal care services to clients who live at St. John's Retirement Village);
- (e) persons employed by a service whose primary function is to provide respite care services;
- (f) persons employed under the Community Services (Home Care Service of NSW) Field Staff Award 1992;
- (g) persons employed by the occupant of the residence, where such employment is inconsistent with subclause (i) of this clause.

(iii) Further excepting that the provisions of paragraph (d) of subclause (iv) Live-In Houseworker of Clause 5, Wage Rates, shall not apply to Live-In Houseworkers employed by Paraquad of 33-35 Burlington Road, Homebush, New South Wales, until 30 August, 1995.

This award rescinds and replaces the Miscellaneous Workers Home Care Industry (State) Award published 6 October 1995 (288 IG 519), as varied, and the Miscellaneous Workers — Home Care Industry (State) Wages Adjustment and Allowances Award published 1 November 1996 (295 I.G. 675), as varied.

This award shall take effect from the beginning of the first full pay period to commence on or after 15 December 1999 and shall remain in force thereafter for a period of 12 months.

APPENDIX A

GUIDELINES FOR GRADING

Grading Work

When determining the grade of tasks, which an employee will perform in a household, the employer/employee will need to establish;

- The tasks, which are to be performed – personal, care, housework, handyperson work, etc.
- The likely impact on the worker, or the work to be performed, from any household factors – including behaviour, exhibited by the client or another household member.

If Personal Care tasks are to be performed, refer to the graded lists to identify whether the work is Grade 3 or Grade 2.

Grade 3 Personal Care work requires a Grade 3 worker. Grade 2 Personal Care work requires a Grade 2 worker.

Personal Care

All personal care tasks have been graded either as Grade 3 or Grade 2.

The criteria used for grading personal care tasks, is detailed below.

- Level of assistance needed (Grade 2 tasks involve some assistance to the clients, Grade 3 tasks involve a high degree or total assistance)
- Who is responsible (is the client/carer responsible or is the worker responsible)
- Bodily intrusion

Grade 3 Personal/ Grade 2 Personal Care

	Grade 3 Personal Care	Grade 2 Personal Care
Showering / bathing	<p>Showering/bathing adults and children with severely limited/ uncontrollable body movements.</p> <p>Total bed bath/sponge where there is severely limited/uncontrollable movements or serious comfort/health consideration</p>	<p>Assisting client to shower/bath self or totally showering/bathing client. Replacement employees except where client has severely limited/uncontrollable body movements.</p>
		<p>Assisting with mobility or transferring to and from shower/bath except with clients who have severely limited/uncontrollable body movements.</p> <p>Assisting or transferring client to commode chair except where client has severely limited/uncontrollable body movements.</p> <p>Supervising children's bath</p> <p>Bathing a baby</p> <p>Total bed bath/sponge exceptions Grade 3</p>

	Grade 3 Personal Care	Grade 2 Personal Care
Toileting	<p>Assisting in placement, removal, emptying, care and cleaning of sheaths and leg baths</p> <p>Assisting with indwelling catheterisation by changing collection bag and cleaning around the insertion site.</p> <p>Changing or assisting with urinary diversion – colostomy and drainage bags</p> <p>All bowel management except changing babies nappies and toileting children.</p> <p>Continual caring of someone with bowel incontinence including washing person changing bowel incontinence pads.</p> <p>Responsibility for sterilising glass catheters for people using intermittent catheters.</p>	<p>Helping people to the toilet.</p> <p>Assisting people to use the toilet by loosening clothing.</p> <p>Assisting client to change own incontinence and sanitary pads.</p> <p>Changing clients urinary incontinence pads.</p> <p>Assisting clients with bottles.</p> <p>Assisting self-catherisation by holding mirror or positioning legs except where there is severely limited/uncontrollable body movements.</p> <p>Changing babies nappies, toileting children.</p>
Menstrual Care	Changing tampons and sanitary pads	Assisting with menstrual care.

	Grade 3 Personal Care	Grade 2 Personal Care
Skin Care	<p>Changing dressings on pressure areas, ulcers, burns, wounds, cuts and grazes.</p> <p>Application of treatment creams to genital area.</p>	All skin care e.g. application of cream, rubbing pressure areas with lotions.
Nasal Care	Cleaning noses	
Grooming	All dressing/undressing where there are severely limited/uncontrollable body movements.	<p>All hair care.</p> <p>Limited care of nails.</p> <p>Shaving:</p> <p>Where there are uncontrollable body movements use electric razors only.</p> <p>All other shaving – electric razors recommended.</p> <p>All dressing/undressing or assistance with dressing/undressing except where there is severely limited/uncontrollable body movements.</p>
Oral Hygiene		<p>Assisting client with their own care of teeth or dentures.</p> <p>Care of teeth and dentures for the client by using toothbrush tooth paster/oral solutions only.</p>
Oral Medication		Assisting client with or administering liquid medicines, pills, powders, nose and eye drops.
Medication	Suppositories	
Transferring/ Mobility	Assisting clients to turn/sit where clients can offer limited/no assistance with weight bearing.	Transferring client in and out of bed/chair. Care and assisting with mobility – exceptions see Grade 3.

	Grade 3 Personal Care	Grade 2 Personal Care
Transferring/ Mobility continued	<p>Using mechanical aids to lift and transfer clients.</p> <p>Assisting client with transfers/mobility where:</p> <ul style="list-style-type: none"> • Client can offer limited/no assistance with weight bearing. • Particularly careful handling is required because of the client's health/disability. • Some lifting or physically awkward movement is involved for staff in the transfer/mobility. 	Assisting clients to turn or sit up – exceptions Grade 3
Fitting of Aids/ Appliances		Such as splints and callipers
Therapy	<p>Assisting with therapy in any of the following circumstances:</p> <ul style="list-style-type: none"> • High degree of assistance is involved. • Field staff have total responsibility because client is unable to take responsibility for the therapy and carer/therapist is not on site. • Specialized training knowledge is required. 	<p>Assisting with therapy in any of the following circumstances:</p> <ul style="list-style-type: none"> • Low level of assistance is involved. • Carer/therapist is on site of clients is able to take responsibility for the therapy or carer/therapist is on site. • Simple instructions required rather than specialised training/knowledge.
Assistance with eating	Assisting with eating where a risk of choking, vomiting or other eating difficulty is involved.	Assisting where there are no eating difficulties.

OTHER ASSISTANCE (NOT GRADE 3 PERSONAL CARE TASKS)

When determining the grading for tasks other than Grade 3 Personal care the employer/employee will need to consider the following:

What is the likely impact on the worker, or the work performed from any household factor – including behaviours exhibited by the client or another household member.

Examples of household factors, which will have a significant impact on the work/worker:

- Restless, wandering behaviour;
- Verbal abuse, aggression;
- Hearing or speech impairment which seriously affects communication;
- Extreme stress present due to household member with acute/terminal illness loss/bereavement;
- Households where children have been notified to FACS as at risk;
- Households where adults are at risk of abuse;
- Domestic violence;
- Where there is a severe allergy, which requires additional care with the tasks.

The more pronounced the impact of household factors on work, the higher the level of interpersonal skills required of the worker.

GRADING PERSONAL CARE TASK

Examples of Grading Personal Care with respect to the following criteria:

- Level of assistance needed (Grade 2 tasks involve some assistance to the clients, Grade 3 tasks involve a high degree or total assistance).
- Who is responsible (is the client/carer responsible or is the field staff responsible)
- Bodily intrusion

Example – Grade 3 Personal Care

Providing total bowel care for severely disabled client while their carer leaves for a break. Analysis of the task according to the factors above;

Total assistance

- Worker totally responsible while carer is away
- Bodily intrusion

Example – Grade 2 Personal Care

Assisting client to wash and dry their own hair. Analysis of the task according to the factors above:

- Some assistance
- Client is responsible
- No bodily intrusion

Grading Client behaviour

Examples of Grading with respect to client behaviour:

Level of interpersonal skills required by worker

Examples – Grade 3

- A providing housekeeping assistance to a disable client who displays aggressive behaviour and who is often verbally abusive.

Worker will need advanced level of interpersonal skills to be able to perform tasks, for example; assertiveness skills to deal with the aggression and abuse – knowledge of the clients condition and understanding of the effect on the clients behaviour – negotiating skills to request assistance or change arrangements, if necessary.

- B Assisting disabled adult female to shower, wash her hair and dress. Severe arthritis impairs the clients ability to assist. The worker cooks tea for the client in the evening, the client can feed herself. However, the client often experiences severe depression, which results in her becoming withdrawn and passive.

The impact of the client's condition on the work or worker is likely to be moderate to pronounced as the work may take longer to perform and be more difficult for the worker because of the client's passivity and depression.

Worker will need advanced level of interpersonal skills to be able to direct the client or to carry out tasks on own initiative at times when client is depressed – to be sensitive to the clients behaviour and have advanced listening skills and empathy with the client.

Examples – Grade 2

- A Providing activities for a blind adolescent girl. The worker will be following a plan, which has previously been discussed and outlined.
- B Providing housekeeping assistance to an elderly woman who has severe asthma and heart problems.

The impact of the work or worker is slight to moderate, depending on the clients health stability. The worker would need basic interpersonal skills, eg. Ability to respond in a crisis.

Note: Where there exists a dispute in relation to the grading of work refer to Clause 34 – Disputes Procedure, of this award.