

PERTH HOME CARE SERVICES (INC.)

FIELD BASED EMPLOYEE

COLLECTIVE AGREEMENT

2009

**PERTH HOME CARE SERVICES (INC.)
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**PERTH HOME CARE SERVICES (INC.)
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1 TITLE

- 1.1 This Agreement shall be known as the Perth Home Care Services (Inc.) Field Based Employee Collective Agreement 2009.

2 PARTIES BOUND AND APPLICATION OF AGREEMENT

- 2.1 This Agreement shall apply to:

- i. Perth Home Care Services Inc. (known throughout this document as 'the Employer'); and
- ii. Regional Home Care Services which is part of Perth Home Care Services Inc. and is operating in regional areas; and
- iii. all Field Based Employees of the Employer.

3 PERIOD OF OPERATION

- 3.1 Upon approval, this Agreement will be lodged with the Workplace Authority. This Agreement shall commence operation from the seventh day after the Workplace Authority issues a notice that the agreement has passed the No Disadvantage Test.
- 3.2 The nominal expiry date of this Agreement shall be five years from the date this Agreement commences operation. However this Agreement shall continue to operate beyond the nominal expiry date until it is replaced or terminated in accordance with the Workplace Relations Act 1996 (Cth).
- 3.3 The Employer may terminate this Agreement at any time after the nominal expiry date provided that the employees are provided with at least two weeks' notice in writing.
- 3.4 Employees must not engage in industrial action before the nominal expiry date of this Agreement.
- 3.5 Should any provision of this Agreement be declared or determined to be illegal or invalid by final determination of any court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provision of this Agreement shall not be affected, and the illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.
- 3.6 This Agreement is intended to reflect the entirety of the employee's terms and conditions of employment and operates to the exclusion of any provisions of any Award or industrial instrument.

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4 DEFINITIONS

4.1 For the purposes of this Agreement and unless a contrary intention appears, the following definitions apply:

- i. 'Employer' means Perth Home Care Services (Inc).
- ii. 'Agreement' means this document.
- iii. 'Parties' means the Employer and all employees of the Employer that are bound by this Agreement.
- iv. '24 Hour Care' means care given by an employee who is required to be in attendance and available for duty in a client's home for a 24 hour period and is required to provide care or perform specified duties for some of the period.
- v. 'Overnight care' means care given by an employee who is required to be in attendance and available for duty in a client's home for an 8, 10 or 12 hour period and is required to provide care or perform specified duties for some of the specified period.
- vi. 'On call' means the requirement for an employee to remain available for work at the instruction of the Employer and shall not be regarded as ordinary hours or as time worked for any purpose whatsoever.
- vii. 'Immediate family' for the purpose of carer's and compassionate leave, means an employee's spouse, child, parent, grandparent, grandchild, or sibling; or a child, parent, grandparent, grandchild, or sibling of the employee's spouse.
- viii. 'Spouse' in relation to vii. above, includes former spouse, de facto spouse and former de facto spouse.
- ix. 'Household' for the purposes of carer's or compassionate leave means any other person who, lives with an employee as a member of their family.

5 CONTRACT OF SERVICE

Basis of Employment

5.1 Employees may be engaged on either an ongoing, casual, or temporary basis as established in their letter of appointment.

Employment Categories

5.2 Ongoing Employment

'Ongoing employment' means an arrangement of work where you are offered work in each work cycle and unless approved leave with or without pay has been granted, the employee will be obliged to work. The minimum number of hours worked each week shall be determined by agreement between the employee and the Employer.

Casual

Casual means an employee engaged by the hour who is offered work when available which is not likely to be each week or work cycle. When the Employer makes an offer of employment, a casual employee is not obliged to work. A casual employee is not entitled to annual leave, paid personal leave, bereavement / compassionate leave and paid public holidays.

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Temporary

Temporary means employment that is subject to a specified or limited term that must be in writing and explained to the employee prior to their engagement. Temporary employment comes to an end when the term expires without either party obliged to give notice.

Probation

5.3 Appointments of new employees to any position, other than a casual position shall be initially for a probation period of up to 3 months. During or at the end of this period employment may be terminated by either the Employee or the Employer in accordance with sub clause 5.6 or the Employer may offer ongoing employment.

The probationary period may be extended for a maximum period of 3 additional months by agreement between the Employer and the employee.

Duties and Responsibilities

5.4 Employees' duties and responsibilities are as advised by the Employer in accordance with their position description. Duties and responsibilities may be varied by the Employer after consulting with the relevant employee/s, provided that they are within the range of skills, qualifications, competence and training of the relevant employee/s. At all times, in performing work duties and responsibilities employees are required to:

- i. comply with any lawful and reasonable direction given by the Employer;
- ii. comply with all Employer policies and procedures as varied from time to time;
- iii. use their best endeavours;
- iv. devote the whole of their time and attention to their work; and
- v. ensure the highest level of safe working practices are adhered to and maintained.

Policies, Procedures, Directions and Advice

5.5 Employees will be provided with access to copies of policies, procedures and/or guidelines relevant to their employment. Employees are required to familiarise themselves with those applicable to their employment and comply with them.

Termination of Employment

5.6 The contract of employment may be terminated:

- i. In the case of new employees' during the probationary period or casual employees, by either party giving 48 hours notice;
- ii. Without notice by the Employer for serious misconduct; or
- iii. With notice or payment in lieu of notice prescribed by the table below in any other circumstance when the Employer gives the employee notice; or
- iv. If employees are over 45 years of age and have been employed by the Employer for more than 2 years at the time of termination, the Employer must provide them with a further weeks notice in addition to the period specified in the table below.
- v. By the employee resigning and giving the Employer notice as per the table below except that the over 45 years of age provision shall not apply to an employee.

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Employee's period of continuous service with the Employer	Notice Period
3 years or less	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

Termination by the Employer Without Notice

- 5.7 Nothing in this clause affects the Employer's right to dismiss an employee without notice for serious misconduct or a serious breach of this Agreement, in which case the employee will only be entitled to be paid for the time worked up to the point of dismissal.
- 5.8 The type of conduct that may be deemed to be 'serious misconduct' can include (but shall not be limited to) the following;
- i. Engaging in any act or omission constituting misconduct in respect of their duties;
 - ii. Wilfully failing or neglecting to perform or carry out their functions or duties in an agreed manner;
 - iii. Engaging in offensive or harassing behaviour;
 - iv. Breaching health and safety obligations;
 - v. Breaching policies;
 - vi. Being intoxicated or under the influence of illegal drugs;
 - vii. Engaging in any conduct which may injure the reputation or standing of the Employer;
 - viii. Refusing or neglecting to comply with any lawful and reasonable requests of the employer, or any other person duly authorised by the Employer;
 - ix. Theft, or fraud;
 - x. Submitting false entries on time sheets;
 - xi. Being convicted of an offence which is relevant to the performance of the employee's duties.

Temporary Employee

- 5.9 Where an employee is engaged for a specific term (as stated in their letter of appointment) the employment shall automatically cease upon the expiration of the term specified, or otherwise in accordance with the terms in the employee's letter of appointment.

Failing to Give Required Notice

- 5.10 Where an employee fails to give the required notice or fails to work out the required notice period the Employer may deduct, from monies owing to the employee upon termination, an amount equivalent to the salary or wage they would have earned for working the balance of the required notice period.

Return of Property

- 5.11 Upon termination employees shall immediately return all property to the Employer. This includes, but is not limited to, name badges, any books of account, records, work diaries, papers, correspondence and other documentation, information or equipment that relates to, or is regarding, the Employer's business.

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Work Location

5.12 Employees may be required to work at any location as reasonably directed by the Employer from time to time.

Notification of Absences

5.13 It is a condition of employment that the employee notify the Employer no later than two hours prior to the time they are required to commence ordinary working hours (except in extraordinary circumstances where it is not possible to do so) of their inability to attend work for any reason and the estimated duration of the absence. Failure to notify the Employer of non attendance, (except in extraordinary circumstances where it is not possible to do so) shall be a breach of the employment contract and may make the employee liable to dismissal.

6 RATES OF PAY

Base Hourly Rate

6.1 The parties agree that, subject to the provisions of this clause, upon the commencement of this Agreement the base hourly rates of wage for all ordinary hours worked in accordance with this Agreement shall be as prescribed in the following Support Worker Classification Structure.

6.2 A penalty rate as specified in the following Support Worker Classification Structure will be paid for hours worked from 6:00pm to 10.00 pm Monday to Friday and hours worked on a Saturday and Sunday. A higher rate will be paid for hours worked between 6.00 pm and 10.00 pm on a Saturday or Sunday. Penalty rates will not apply after 10.00pm on any day, where the employee is working an overnight shift.

6.3 Except where otherwise stated herein, the base hourly rate of pay will apply for all hours worked. The base hourly rate and penalty rates will not apply to on call time, or 24 hour care or overnight care periods for which the employee will be paid a rate for the shift as specified in the following Support Worker Classification Structure.

6.4 On completion of the first Year of service an employee will move to the rates applicable for 2nd Year+.

Casual Hourly Rate

6.5 The hourly rate of pay for a casual includes a 20% loading in lieu of paid leave benefits as is specified in the following Support Worker Classification Structure.

On Call Allowance

6.6 Time spent on call, as defined by this Agreement shall be paid at the rate specified in the following Support Worker Classification Structure, for each hour spent on call. An employee shall not be entitled to the on call allowance prescribed by this clause for any hour in respect of which they are entitled to payment for ordinary hours or hours worked.

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Wage Increases

6.7 Wages will be reviewed annually in line with the “whole-of-government” non-government provider indexation rate.

Payment of Wages

6.8 Wages shall be paid fortnightly by the direct debit system into a financial institution nominated by the employee.

Salary Packaging

6.9 An optional salary packaging scheme for employees, as detailed in the Employer’s salary packaging policy shall be available to the employee under this Agreement.

6.10 An employee, other than a casual employee, may choose to take her/his remuneration as cash salary or a mix of cash salary and expense payments.

6.11 Up to a maximum of \$14,530 of an employee’s ordinary time earnings may be packaged as regular or annual payments for personal or family expenses in accordance with the salary packaging policy. Any costs associated with salary packaging will be born by the employee.

6.12 The rate prescribed in 6.11 will be reviewed annually and adjusted accordingly if applicable.

6.13 Future changes to fringe benefit taxation laws may remove or limit the employer’s capacity to continue to offer employees salary packaging. If this occurs the Employer will be entitled to withdraw or amend the salary packaging scheme by giving employees notice to have effect no later than the date that relevant legislation is to have effect.

Time and Wages Records

6.14 The Employer shall keep a time and wages record which complies with the provisions of the *Workplace Relations Act 1996*.

Support Worker Classification Structure

		Level 1	Level 2	Level 3	Level 4	Level 5
		<i>Support Worker</i>	<i>Mental Health SWs Disability SWs LinkAge SWs Host family SWs # Co-resident SWs #</i>	<i>Mental Health SWs Disability SWs Host family SWs # Co-resident SWs # SWOC/SWOC Back Up SWs T/Leaders Level 3</i>	<i>VDQ/CATCH, SW's caring for Ventilated m/stream clients T/Leaders Level 4</i>	<i>Liaison Officers T/Leaders Level 5 Community Inclusion Coaches</i>
PART TIME		\$	\$	\$	\$	\$
Base Rate	1st Yr	16.80	18.50	19.60	20.60	21.60
	2nd Yr	18.00	19.00	20.10	21.10	22.10
Penalty Rate Saturday & Sunday 6pm– 10pm Mon-Fri	1st Yr	20.60	22.70	24.00	25.30	26.50
	2nd Yr	22.00	23.30	24.70	25.90	27.10
Public Holidays	1st Yr	33.60	37.00	39.20	41.20	43.20
	2nd Yr	36.00	38.00	40.20	42.20	44.20
O/Night Awake Mon – Fri 10pm – 6am	1st Yr	16.80	18.50	19.60	20.60	21.60
	2nd Yr	18.00	19.00	20.10	21.10	22.10
O/Night Asleep Mon – Fri 10pm – 6am	1st Yr	14.40	14.40	14.70	15.50	16.20
	2nd Yr	14.40	14.40	15.10	15.90	16.60
24 Hour Rate M-F	1st Yr	384.00	411.20	431.20	453.60	475.20
	2nd Yr	403.20	419.20	442.40	464.80	486.60
O/Night Awake Weekend 10pm – 6am	1st Yr	20.60	22.70	24.00	25.30	26.50
	2nd Yr	22.00	23.30	24.70	25.90	27.10
O/Night Asleep Weekend 10pm – 6am	1st Yr	15.50	17.00	18.00	19.00	19.90
	2nd Yr	16.50	17.50	18.60	19.50	20.40
Penalty Rate 6pm – 10pm Sat & Sunday	1st Yr	22.60	24.70	26.00	27.30	28.50
	2nd Yr	24.00	25.30	26.70	27.90	29.10
24 Hour Weekend	1st Yr	461.60	507.20	536.00	564.80	591.20
	2nd Yr	492.00	520.80	552.00	578.40	604.80

	Level 1	Level 2	Level 3	Level 4	Level 5
	<i>Support Worker</i>	<i>Mental Health SWs Disability SWs LinkAge SWs Host family SWs # Co-resident SWs #</i>	<i>Mental Health SWs Disability SWs Host family SWs # Co-resident SWs # SWOC/SWOC Back Up SWs T/Leaders Level 3</i>	<i>VDQ/CATCH, SW's caring for Ventilated m/stream clients T/Leaders Level 4</i>	<i>Liaison Officers T/Leaders Level 5 Community Inclusion Coaches</i>
CASUAL (All years)	\$	\$	\$	\$	\$
Base Rate Casual	20.20	22.20	23.60	24.80	26.00
Penalty Rate Casual Saturday & Sunday 6pm – 10pm Mon-Fri	24.80	27.30	28.80	30.40	31.80
Public Holidays Casual	40.40	44.40	47.20	49.60	52.00
O/Night Awake Mon – Fri 10pm – 6am	20.20	22.20	23.60	24.80	26.00
O/Night Asleep Mon – Fri 10pm – 6am	17.30	17.30	17.70	18.60	19.50
24 Hour Rate M-F	461.60	493.60	519.20	545.60	572.00
O/Night Awake Weekend 10pm – 6am	24.80	27.30	28.80	30.40	31.80
O/Night Asleep Weekend 10pm – 6am	18.60	20.50	21.60	22.80	23.90
Penalty Rate 6pm – 10pm Sat & Sunday	26.80	29.30	30.80	32.40	33.80
24 Hour Weekend	553.60	608.80	641.60	676.80	708.00

Co Resident & Host Family SW's will work a specifically agreed number of days and hours according to individual client support need

Crisis	Base Rate	Penalty Rate	Public Holiday
1st Year	19.80	19.80	39.60
2nd Year +	21.90	21.90	43.80

Full Time Positions	Annual Rate \$		Hourly Rate \$ This rate to be paid for any hours above 76 per fortnight regardless of time of day	
	Year 1	Year 2	Year 1	Year 2
	Advanced Care Worker	\$44620	\$45740	\$22.5089
Advanced Care Worker – VDO-CATCH	\$47800	\$49000	\$24.1130	\$24.7184
SWOC, Crisis Back Up & Crisis Weekend		Year 1	Year 2	Conditions
SWOC Rates (Level 3) (Support Worker On Call)	Base Penalty Public Holiday Mon-Fri (after 6pm) Sat/Sun Sat/Sun (6pm-10pm)	\$19.60 \$24.00 \$39.20 \$26.00 \$26.00 \$28.00	\$20.10 \$24.70 \$40.20 \$26.70 \$26.70 \$28.70	Guaranteed payment of agreed hours whether hours are worked or not worked. Penalty Rates to be paid for all hours worked . Base Rate to be paid for all top up hours. 70c klm paid for all kilometres including to and from home.
SWOC Back Up (Level 3)	Mon – Fri 6am – 10pm Mon – Fri 10pm – 6 am Weekends 6am – 6pm Sat – Sun 6pm – 10pm Public Holidays	\$24.00 \$19.60 \$24.00 \$26.00 \$39.20	\$24.70 \$20.10 \$24.70 \$26.70 \$40.20	70c klm paid for all kilometres including to and from home. Call out Fee of \$15.00 to be paid to the first daily call out for each client in recognition of a quick response.
Crisis Weekend On call	Base Rate Sat & Sun 7am – 6pm Sat & Sun 6pm – 11pm Public Holidays	\$19.60 \$24.00 \$26.00 \$39.20	\$20.10 \$24.70 \$26.70 \$40.20	Guaranteed minimum payment of agreed hours per weekend at base rate of \$19.60. \$4 per hour paid for balance of on call hours after work and minimum hours paid. 70c klm paid for all kilometres including to and from home.

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7 HOURS OF WORK

- 7.1 The ordinary hours of work shall be offered by the Employer as either guaranteed hours or block hours as defined in this clause. The employees letter of offer, will confirm the minimum ordinary hours to be worked and whether they are guaranteed hours or block hours. Employees may work additional hours by agreement. The aim of the Employer will be to offer hours up to the maximum number of hours the employee wishes to work.
- 7.2 Employees will not be entitled to any payment for time spent in travelling to and from work, except where otherwise stated in this Agreement. The Employer requires all employees to travel within a radius of 25 kilometres, from their home to their first place of work and from their last nominated place of work to home on any day.

Guaranteed Hours

- 7.3 Guaranteed hours are the minimum set of hours that an employee agrees to work per fortnight and the Employer agrees to offer per fortnight across a spread of days and hours based on the employees agreed availability.
- 7.4 Guaranteed hours of work shall be inclusive of any paid leave, unpaid leave, or unpaid shifts which have been, or would be, allocated to the employee but which the employee is not able to perform due to illness or absence for other reasons for which they have insufficient leave credits.
- 7.5 The provisions of 7.3 shall not prevent the Employer offering and the employee accepting additional shifts should they be available.
- 7.6 The Employer may request employees to work on any day of the year and at any time of the day or night according to client needs and in accordance with the provisions of 5.5. The Employer will take into consideration times the employee has other commitments but it is under no obligation to only offer work at times that suit the employees circumstances. Notwithstanding the above provisions, if an employee has worked less than their guaranteed minimum hours in a given fortnight and refuses work within the spread of days and hours they have agreed to be available, for any reason , they will not be entitled to be paid for those hours refused.
- 7.7 The Employer shall notify employees of their rostered hours on a weekly basis.
- 7.8 Should an employee not be able to work according to the roster, they must immediately inform the Employer.

Block Hours

- 7.9 Block hours are an agreed number of hours per fortnight to be worked on specifically agreed days and within specifically agreed start and finish times. Block hours may be varied at any time by agreement between the Employer and the employee. Time worked by an employee will commence on their arrival at the nominated place of work in accordance with the roster and shall cease upon their leaving their last nominated place of work.

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Meal Breaks

- 7.10 If an employee is required to work 6 hours or more, they shall be entitled to a paid meal break whilst on duty. Depending on the needs of the client, employees may be required to remain on client premises unless a person is available to relieve them of their duties.
- 7.11 Beverage breaks may be taken at a time suitable to both the employee and the client.

8 ANNUAL LEAVE

- 8.1 Full-time and part-time employees are entitled to four weeks (to a maximum of 152 hours) annual leave after 12 months completed service with the Employer in accordance with this clause. A part-time employee shall accrue an entitlement to annual leave on a pro-rata basis based upon the proportion of the number of ordinary hours worked each week to 38.

Additional Leave Entitlements for Shift Workers

- 8.2 An employee who is regularly rostered to work shifts rostered over 7 days a week and regularly works on Sundays and public holidays will accrue an additional one (1) week of annual leave after 12 months service.
- 8.3 Annual leave accrues pro-rata on a weekly basis but does not accrue during any period of unpaid leave or unauthorised absence.
- 8.4 Annual leave can be taken:
- i. by the employee requesting to take accrued annual leave. Employees are required to provide not less than one month's notice of the date from which any leave is to be taken. Leave approval is subject to the operational requirements of the business;
 - ii. by the Employer directing an employee with accrued annual leave of 8 weeks or more to take one-quarter of that leave, providing a minimum of two weeks notice is given.
- 8.5 Annual leave is payable at the employee's base hourly rate of wage.
- 8.6 Any untaken leave in one year accumulates to the next year. Untaken annual leave is paid out on termination.

Cashing Out

- 8.7 By written agreement with the Employer, an employee may elect to cash out part of his/her accrued annual leave entitlement each 12 months, provided that the maximum which can be cashed out in each twelve-month period is 2 weeks.

Pre-purchased Leave Option

- 8.8 The Employer and an employee may agree to an arrangement where an employee can purchase up to two weeks additional leave. An employee can agree to take a reduced salary spread over 52 weeks of the year and receive the following amounts of additional leave:

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Number of weeks salary spread over 52 weeks	Number of weeks additional leave purchased
50 weeks	2 weeks
51 weeks	1 week

8.9 The option to pre-purchase leave will only be available to an employee who works a minimum of 20 hours per week.

Casual Exclusion

8.10 Annual leave does not apply to casual employees.

9 PERSONAL LEAVE (SICK/CARER'S LEAVE)

9.1 Paid personal leave can be taken as sick leave or carer's leave.

9.2 Full-time employees are entitled to 10 days (to a maximum of 76 hours) paid personal leave after 12 months completed service in accordance with this clause. Part-time employees are entitled to a pro-rata entitlement.

9.3 Subject to this clause, the entitlement to paid personal leave accrues pro-rata on a fortnightly basis but does not accrue during any period of unpaid leave or unauthorised absence.

9.4 Paid personal leave is cumulative provided that employees are only entitled to take, in accordance with this clause, such leave which has been credited to them. Paid personal leave is payable at the employee's base hourly rate of wage.

9.5 The provisions of this clause with respect to payment do not apply to employees in receipt of worker's compensation payments.

9.6 Untaken personal leave is not paid out on termination.

Sick Leave

9.7 Where unable to attend or remain at the place of employment during the usual hours of work for reasons of personal ill health or injury, employees shall be entitled to payment during such absences in accordance with this clause. Paid sick leave is deducted from the accrued entitlement to paid personal leave.

9.8 To be entitled to sick leave employees must notify the employer of their absence as soon as they are aware of the need to be absent, as far as is practicable.

9.9 The Employer reserves the right to request an employee to provide a medical certificate indicating that they are/were/will be unfit for work because of personal illness or injury for any absence. In the event that it is not reasonably practical to obtain a medical certificate a statutory declaration must be provided detailing the same information. This must be provided to the Employer as soon as reasonably practical.

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- 9.10 For all absences due to illness or injury in excess of two (2) days, the Employer requires employees to provide a medical certificate indicating that they are/were/will be unfit for work during the period because of personal illness or injury. In the event that it is not reasonably practical to obtain a medical certificate a statutory declaration must be provided detailing the same information. This must be provided to the Employer as soon as reasonably practical.
- 9.11 For all absences where an employee is absent on the employee's working day immediately before or the working day immediately after a public holiday due to illness or injury, the Employer requires employees to provide a medical certificate indicating that they are/were/will be unfit for work during the period because of personal illness or injury. In the event that it is not reasonably practical to obtain a medical certificate a statutory declaration must be provided detailing the same information. This must be provided to the Employer as soon as reasonably practical.

Carer's Leave

- 9.12 Carer's leave is paid or unpaid leave taken to provide care and support to a member of the employee's immediate family or household because of;
- i. personal illness or injury of the member; or
 - ii. an unexpected emergency affecting the member.
- 9.13 For the purposes of this clause, the definitions of "Immediate family", "Household" and "Spouse" are defined in clause 4.
- 9.14 To be entitled to carer's leave (either paid or unpaid) employees must notify the Employer as soon as reasonably practical of their inability to attend work in order to provide care and support.
- 9.15 For all absences greater than two (2) days, employees are required to provide the following:
- i. in the case of illness or injury of a member of their immediate family or household employees must provide;
 - a medical certificate indicating that a member of their immediate family or household has, had or will have a personal illness or injury during a period of the leave: or
 - a statutory declaration which includes a statement that they require/required leave to provide care or support to a member of their immediate family or household because of personal illness or injury.
 - ii. in the case of an unexpected emergency a statutory declaration which includes a statement that the employee requires/required leave to provide care or support to a member of their immediate family or household because of an unexpected emergency affecting that person.
- 9.16 The Employer may require employees to provide proof to satisfy a reasonable person of the relationship between them and the person they are taking carer's leave to provide care and support to.

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Paid Carer's Leave

9.17 Paid carer's leave is deducted from accrued personal leave.

Unpaid Carer's Leave

9.18 Employees (including casual employees) are entitled to a period of up to two days unpaid carer's leave per occasion specified in subclause 9.12. The unpaid leave of up to two days is to be taken as a single unbroken period, unless otherwise agreed between the employee and the Employer. Full-time and part-time employees are not entitled to take unpaid carer's leave if they are able to take paid carer's leave.

Personal Leave Incentive Payment

9.19 The Employer will review each eligible employee's use of personal leave on the employee's second anniversary and each year going forward will review the previous two years. The Employer will pay an incentive payment based on the number of days of personal leave the employee has taken during the period reviewed, as follows:

- i. where an employee, working an average of 5 days per week, has taken up to and including 5 days leave, out of their 20 days entitlement, the Employer will pay a bonus of \$500.
- ii. where an employee, working an average of 5 days per week, has taken 6 and up to and including 10 days leave, out of their 20 days entitlement, the Employer will pay a bonus of \$350.
- iii. where an employee, working an average of 5 days per week, has taken 11 and up to and including 15 days leave, out of their 20 days entitlement, the Employer will pay a bonus of \$150.
- iv. where an employee, working an average of 5 days per week, has taken more than 15 days leave, no bonus will apply.

9.20 The first 5 days taken as carers leave within the 2 year period will not be counted as leave taken under this scheme.

9.21 Part-time employees are entitled to a pro-rata entitlement based on the average number of days worked each week as outlined in the table below:

Average Working Days Per Week	Days Accrued during 2 year Period	Days Taken to receive Incentive i.		Days Taken to receive Incentive ii.		Days Taken to receive Incentive iii.	
		Days	\$	Days	\$	Days	\$
5 Days	20	5	500	10	350	15	150
4 Days	16	4	400	8	280	12	120
3 Days	12	3	300	6	210	9	90
2 Days	8	2	200	4	140	6	60
1 Day	4	1	100	2	70	3	30

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Personal Business Day

9.22 In addition to the leave an employee is entitled to accrue under all leave clauses within this Agreement, the Employer will allow one day of leave per annum for any personal use that the employee may require. This leave will be paid on the average hours the employee would have worked on that day up to a total of 7.6 hours. To access this leave the employee must provide the employer with a minimum of one weeks notice.

Casual Exclusion

9.23 Paid personal leave, personal leave incentive payments and personal business days do not apply to casual employees. However a casual employee may take unpaid carer's leave. When taking unpaid carer's leave casual employees may be required to comply with the notice and evidence requirements specified in 9.14, 9.15 and 9.16.

10 COMPASSIONATE LEAVE

10.1 Employees are entitled to 2 days compassionate leave per occasion in accordance with the following;

- i. for spending time with a member of the employee's immediate family or household who contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his/her life. This leave can be taken at any time while the injury or illness persists.
- ii. after the death of a member of the employee's immediate family or household.

10.2 Compassionate leave may be taken as one unbroken period of 2 days, or may be taken in separate periods.

10.3 In order to be entitled to compassionate leave employees may be requested to provide the Employer with evidence to satisfy a reasonable person of the illness, injury or death. The Employer may require employees to provide proof to satisfy a reasonable person of the relationship between them and the person they are taking compassionate leave for.

10.4 Employees must also advise the Employer as soon as reasonably practical of their intention to take compassionate leave.

10.5 Where an employee other than a casual employee takes compassionate leave it is payable at the employee's base hourly rate of wage.

10.6 For casual employees compassionate leave is unpaid leave.

11 LEAVE WITHOUT PAY

11.1 Leave without pay may be granted to ongoing and temporary employees at the Employer's discretion. Approval may be subject to availability of staff to cover the employee and the circumstances of the employee's request. Other paid leave entitlements must be cleared before leave without pay is granted.

11.2 Where leave without pay is granted, no entitlements shall accrue during such period.

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12 PUBLIC HOLIDAYS

12.1 The following days shall be observed as public holidays;

- i. New Year's Day (1 January);
- ii. Australia Day (26 January);
- iii. Labour Day;
- iv. Good Friday;
- v. Easter Monday;
- vi. Anzac Day (25 April);
- vii. Foundation Day;
- viii. Sovereign's Birthday;
- ix. Christmas Day (25 December);
- x. Boxing Day (26 December).

Time Off Without Loss of Pay

12.2 If an employee is not required to work on any of the above days that they would have worked had it not been a public holiday, they will be paid for the hours they would have worked on that day.

Working On a Public Holiday

12.3 Given the nature of the Employer's business, the Employer generally operates every day of the year including public holidays. In order to maintain service requirements employees may be expected to work on public holidays which fall on a day they would normally deliver services to a client.

12.4 If an employee is directed to work on a public holiday they will be paid the rate specified in the Support Workers Classification Structure in clause 6 for each hour worked on that day.

Casuals

12.5 Casual employees are not entitled to paid leave under this clause.

13 LONG SERVICE LEAVE

13.1 Employees are entitled to long service leave in accordance with the *Long Service Leave Act 1958 (WA)* ('LSL Act'). Notwithstanding Part III, 8 (2) employees will be entitled to the following Long Service Leave entitlements of:

- i. 13 weeks long service leave after 10 completed years of continuous service with the Employer; and
- ii. 6.5 weeks for every subsequent five completed years of continuous service with the Employer after the initial 10 completed years of service.

13.2 Long service leave is paid out on termination (except in the case of serious misconduct) after 7 years completed service on a pro-rata basis.

13.3 Long Service Leave is calculated on the employee's base hourly rate of pay specified in clause six of this agreement.

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- 13.4 Where an employee's ordinary hours of work have varied over the period of employment, the ordinary weekly hours of work shall be deemed to be the average weekly number of hours worked by the employee during the entire period of employment preceding the commencement of the long service leave.

14 PARENTAL LEAVE

Unpaid Parental Leave

- 14.1 Full-time, part-time and long term casual employees are entitled to, after 12 months continuous service with the Employer, up to 52 weeks unpaid parental leave following the birth or adoption of a child in accordance with the *Workplace Relations Act 1996 (Cth)*.
- 14.2 A long term casual employee is a casual employee who has been employed by the Employer on a regular and systematic basis during a period of at least 12 months and who, but for the expected birth or placement of a child would have a reasonable expectation of continuing engagement with the Employer on a regular and systematic basis.
- 14.3 In summary, the entitlement to parental leave can be taken as maternity leave and/or parental leave, or adoption leave. The entitlement to 52 weeks unpaid parental leave is an entitlement which is shared between the employee and their spouse.

Paid Parental Leave

- 14.4 Notwithstanding the provisions of this clause, an Employee who is the primary care giver and who has completed not less than 12 months continuous service with the Employer is entitled to ten consecutive week's paid parental leave subject to the following conditions.
- i. the payment is ten weeks pay at the Employee's base hourly rate of pay.
 - ii. the ten weeks payment applies to ten weeks of the otherwise unpaid parental leave period and cannot be paid concurrently with any other paid leave.
- 14.5 The other provisions of this Agreement in respect of parental leave shall continue to apply to the requirements for leave.
- 14.6 Paid parental leave will count as service for the purposes of other leave accruals and anniversary dates where appropriate.
- 14.7 Payment of the ten weeks shall be made by the Employer on commencement of the employee's parental leave, confirming the above conditions have been met.
- 14.8 Employees may elect to take the ten weeks pay as follows;
- i. in a lump sum on commencement of the period of leave, or
 - ii. be paid it on a fortnightly basis, or
 - iii. be paid on a half pay basis over ten fortnightly pays.
- Such election shall be indicated to the Employer in writing at the time of application for leave.

Casuals

- 14.9 Casual employees are not entitled to paid parental leave.

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15 SUPERANNUATION

- 15.1 Superannuation shall be paid in accordance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- 15.2 Contributions shall be paid into an eligible fund nominated by the employee. Provided that where an employee does not nominate a fund, or the Employer is unable to pay into that fund, contributions will be paid into a fund nominated by the Employer.

16 EXPENSES AND ALLOWANCES

Travel Allowance

- 16.1 If the employee is required to travel in their motor vehicle in the performance of their duties, they shall be paid a vehicle allowance currently set at seventy (70) cents for each kilometre as detailed in this clause.
- 16.2 If the employee is required to travel in their motor vehicle in the performance of the duties specified in the Employer's service plan for a client, they will be paid a vehicle allowance for such travel at the rate set out in 16.1.
- 16.3 The rate paid per kilometre for vehicle allowance will be reviewed by the Employer on an annual basis.

Travel in Metropolitan Areas

- 16.4 A travel allowance for travel in the metropolitan area will be paid according to the following
- i. The employee will be reimbursed for 50% of kilometres travelled from their home to their first client on any day.
 - ii. The employee will be reimbursed for 50% of kilometres travelled from the last client on any day to their home.
 - iii. The employee will be reimbursed for all kilometres travelled directly from one client to the next client on the same day regardless of time in between each client.
 - iv. Where an employee provides more than one service, to the same and only client, on the same day, the employee will be reimbursed for 50 % of all kilometres travelled from their home to the client and home again and any repeat trips on the same day.

Travel in Regional Areas

- 16.5 A travel allowance for travel in a regional area will be paid according to the following
- i. The employee will be reimbursed for 50% of kilometres travelled from home to the first client on any day for trips of 40 kilometres or less.

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- ii. The employee will be reimbursed for 50% of kilometres travelled from the last client on any day to their home for trips 40 kilometres or less.
- iii. The employee will be reimbursed for all kilometres from home to the first client on any day, less 20 kilometres, for trips over 40 kilometres.
- iv. The employee will be reimbursed for all kilometres from the last client on any day to home, less 20 kilometres, for trips over 40 kilometres.
- v. The employee will be reimbursed for all kilometres travelled directly from one client to the next client on the same day regardless of time in between clients
- vi. Where an employee provides more than one service, to the same and only client, on the same day, the employee will be reimbursed for 50 % of all kilometres travelled from their home to the client and home again and any repeat trips on the same day

Immunisation Allowance

16.6 The Employer will reimburse employees the cost incurred in purchasing the serum used for immunisation against Influenza on an annual basis and Hepatitis B or combined Hep A/B 'twinrix' as required. Claims for reimbursement should be submitted to the employee's Co-ordinator for authorisation and payment.

Work Related Expenses

16.7 Authorised expenses incurred by an employee in the course of carrying out their duties will be reimbursed subject to authorisation by their Co-ordinator.

Primary Carer Support

16.8 Employees who have a role as the Primary Carer for a family member may submit a request to the Employer for payment of the costs associated with information, advice and consultation. For example: transition arrangements, service and/or support planning. Approval will be at the discretion of the Employer.

Working With Children Check

16.9 The Employer will reimburse employees the cost incurred in obtaining a Working With Children Check on commencement of employment and for subsequent renewal/s.

National Police Certificate

16.10 The Employer will reimburse employees the cost incurred in renewing a National Police Certificate every three (3) years.

First Aid Certificate

16.11 The Employer will reimburse employees the cost incurred in renewing a first aid certificate every three (3) years, as detailed in the Employer's First Aid policy and procedures.

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17 EMPLOYEE ASSISTANCE PROGRAM

17.1 The Employer will provide employees, the employee's spouse and the employee's children with access to confidential, professional counselling services to assist with work or personal issues via the employee assistance program. The provider of the employee assistance program may be changed from time to time consistent with contractual requirements. This service is at no cost to the employee.

18 DISPUTE SETTLEMENT PROCEDURE

18.1 The following provisions shall apply to disputes or issues arising about the meaning or effect of this Agreement or matters arising out of the interpretation or application of entitlements under The Workplace Relations Act 1996 or the State Long Service Leave Act.

18.2 Where a dispute or issues arises:

- i. in the first instance, the employee shall make every endeavour to resolve the question or dispute with their Co-ordinator.
- ii. if the matter is not resolved, the matter shall be referred to the appropriate manager, who, with the employee shall make every endeavour to resolve the dispute or issue.
- iii. If the matter is not resolved, the matter shall be referred to the Chief Executive Officer or her / his nominee in writing, who, with the employee shall make every endeavour to resolve the matter. If the matter is not resolved the Chief Executive Officer or her /his nominee shall make a determination of the matter in writing.
- iv. If the employee is not satisfied with the determination either party may refer the matter to arbitration.

18.3 The arbitrator shall be a suitably qualified person mutually agreed or, alternatively, a Commissioner of the Australian Industrial Relations Commission, or any successor thereafter. The Commission is empowered to take all necessary action to assist the parties resolve the dispute or to facilitate the arbitration of the matter.

18.4 At any stage after 18.2.i of this clause, the employee and the Employer are each entitled to appoint any person as a representative. Such appointment must be in writing and provided to the other party.

18.5 Reasonable time limits shall be allowed for each stage of the procedure and each stage must be completed before proceeding to the next stage. At all times whilst a dispute or issue is being resolved in accordance with this clause, normal work will continue.

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19 OWNERSHIP OF PRODUCTS AND COPYRIGHT

- 19.1 Subject to the terms of the *Copyright Act 1968 (Cth)* any original work, process, design or other material produced in the course of employment will remain the property of the Employer. This includes any copyright in any written material or in any other material in which copyright exists, the personal ownership of all lists, files, correspondence contracts and other materials created for the purpose of or in the course of employment shall vest in the Employer and should not be used other than for the purposes of the Employer's business.

20 TRAVEL INSURANCE

- 20.1 The Employer will provide insurance cover for employees whilst in direct travel to and/or from their normal place of residence to and/or from their normal place of employment, not otherwise insured by the Workers Compensation and Injury Management Act 1981 (as amended). This insurance will cover personal injury only.

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21. SIGNATURES OF THE PARTIES

Employer

Perth Home Care Services (Inc.), understands its rights and obligations under this Agreement, has freely entered into it and wishes to have this Agreement approved.

Marita Walker
Signature of Employer
Representative

MARITA WALKER
Name of Employer
Representative

Date: 23/1/09

Level 2, 30 HASLER RD OSBORNE PARK WA 6017
Address of Employer Representative Post Code

Employee Representative (signed for and on behalf of all Perth Home Care Services Inc. employees bound by this Agreement)

The employees bound by this Agreement understand their rights and obligations under the Agreement and have freely entered into it. The employees wish to have this Agreement approved.

M. Seville
Signature of
Employee Representative

MARIE SEVILLE
Name of
Employee Representative

Date: 23/01/09

6 VIKING ROAD WAIKIKI 6109
Address of Employee Representative Post Code