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Sent: Monday, 23 September 2019 11:32 AM
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Subject: ASU Submission AM2014/285
Importance: High

TO: Fair Work Commission

Dear General Manager

Please find attached the Australian Services Union's revised submission with regard to AM2014/285 with the correct version of Emily Flett's witness statement. This replaces the submission we lodged on Thursday 19 September 2019.

Please note that we inform the Commission that the ASU is no longer bound by any prior agreement between the parties as expressed in paragraph 2 of our attached submission.

Sent by Dani Brooks on behalf of

Robert Potter
Acting National Secretary

Australian Services Union - National Office

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IN THE FAIR WORK COMMISSION

Matter No.: AM2014/285

**S 156 – Four Yearly Review of Modern Awards - Social, Community,
Home Care and Disability Services Industry Award 2010**

SUBMISSION OF THE AUSTRALIAN SERVICES UNION

Submitter:	Robert Potter, Acting National Secretary
Organisation:	Australian Services Union
Address:	116 Queensberry Street Carlton South, Victoria, 3053
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Date:	Monday 23 September, 2019

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Attachments

Annexure A – Witness Statement of Deborah Anderson

Annexure B – Witness Statement of Emily Flett

Annexure C – Draft Determination

1. This submission is made in reply to evidence and submissions filed by the employer groups in support of Australian Business Industrial's ('ABI') claim to vary the *Social, Community, Homecare and Disability Services Industry Award 2010* ('Award') by inserting clause a 'remote response' term and consequential amendments to clause 28.4 Recall to work overtime term.
2. We note the correspondence from Commissioner Lee regarding the without prejudice in principle agreement reached on 9 September 2019. The ASU has consulted its members. Consequently, we are no longer a party to that agreement.

Australian Business Industrial's Claim

3. The ASU opposes the ABI's claim because the proposed variation has the following deficiencies:
 - a. The description of 'remote response' appears to be derived from the *Local Government (State) Award (NSW)* and the *Local Government Award 2010* (Cth) ('the Act'). It may be appropriate for the local government industry, but it does not describe work in the SCHDS Industry.
 - b. An employer would be entitled to direct an employee to perform work outside of their ordinary hours of work. Currently, an employee would be entitled to refuse to work these hours if they were unreasonable under s 62 of the *Fair Work Act 2009* (Cth).
 - c. The clause expands the scope of the current on call term, which currently applies where an employee is 'required to be on call (i.e. available for recall to duty)'. That is, available to be recalled to duty under clause 28.4.
 - d. The draft variation makes no distinction between a 'remote response' where an employee is rostered on call and where an employee is not rostered to work. Employers may decide not to require employees to be on call to avoid the payment of the on call allowance, but still direct employees to perform work. This promotes unproductive and inefficient work practices while permitting significant interference with an employee's private life.
 - e. If an employee performs work in such circumstances, then the employee will be paid at the 'applicable rate' for any time worked. This means that part-time employees may be paid at their minimum rate of pay if they have not worked more than 10 hours in a day or an average of 38 hours or 76 hours per fortnight. Given that this clause could only reasonably apply where work is required out of normal hours and at short notice, it should attract a penalty rate to compensate for the disutility of the work. Additionally, if the time work is paid at the minimum rate of pay, it may mean that these hours are not 'reasonable' for the purposes of s 62 and 2 63 of the Act.

- f. Employers may refuse payment where an employee does not provide a timesheet to their employer by the next full pay period. However, there is no obligation placed on the employer to inform the employee of the appropriate recording keeping practices. This may create the perverse situation where an employee is obliged to perform work without payment.
 - g. The clause explicitly excludes '*administrative tasks*'. However, from the limited evidence and submissions filed in support of this claim, it appears that the application is actually directed at administrative tasks.
 - h. Clause 28.3 does not apply where an employee performs work under this clause. This means employees could be required to attend work after a disrupted rest period or after working a significant amount of overtime.
4. ABI has led very little evidence in support of its claim. Indeed, the only reference to anything like 'remote response' is found in Scott Harvey's statement where he states that his employer '*has an on-call team*' but does not give any detail about how the team operates or give any indication of how the proposed variation would affect his operations. Given the magnitude of the proposed variation, this level of evidence is insufficient to satisfy the Commission that the proposed variation is necessary to achieve the Modern Awards Objective.
5. Further, ABI have not supported their claim with submissions of any substance. They have not described the work that this provision will cover or how it would operate in practice. They also mischaracterise the disutility of working remotely. At paragraph 6.12 of their submissions of 2 July 2019, they identify a number of considerations which suggest that '*the level of disutility associated with employees performing remote response work is significantly less*' than being recalled to the workplace. The Commission should not accept this submission for the following reasons:
- a. ABI asserts that employees are not '*required to stay in the vicinity of the workplace while on call*' or incur additional expenses and travel time. However, there is nothing in the proposed clause that would ensure that any only employee is required to be on call solely for the purpose of remote response. The witness statement of Deborah Anderson demonstrates that employees may be required to be available for both recall to the workplace and remote response. Further, this submission ignores the circumstances of the SCHDS Industry where employees required to be on call will return to their homes, even if they are likely to be recalled physically to the workplace.
 - b. ABI asserts that an employee '*can be on-call remotely from anywhere*'. This is wrong. Employees in the SCHDS Industry, and especially the SACS Sector, deal with highly confidential and sensitive issues. In many cases they are rostered to be on call to provide expert advice or assistance to more junior employees rostered to work a night shift. Employees required to be on call will often need to refer to their employer's policies

and procedures, relevant legislation and other regulatory matters. This work cannot be done at the local café, while bushwalking or a busy bar. The witness statement of Emily Flett describes the work on call work in the Youth Services sector.

- c. Further, the clause proposed by ABI permits an employer to '*require*' an employee to work remotely. This is different from the Recall to work overtime term, which only permits an employer to '*request*' an employee to return to the workplace. This element of compulsion increases the disutility of the work.
- d. Additionally, the proposed clause does not distinguish between a time where an employee is required to be on call and any time outside of ordinary hours. Employees covered by the Award would then live in apprehension that they could be required to work. This creates a disincentive to properly structure work.

The ASU's Position

6. There is in fact significant disutility to the employee associated with working outside of ordinary hours even if they are not recalled to the physical workplace. The ASU relies on the witness statements of Deborah Anderson (see Annexure A) and Emily Flett (see Annexure B) in support of our application. Both witnesses have had long careers in the Social and Community sector. They are qualified and experienced employees who have been selected for on call work by their employers to support less senior employees working weekends and night shifts. This is a cost saving for employers who would otherwise need to roster a senior employee on a night shift. Both witnesses report that while they derive satisfaction from their work and feel loyal to their clients, the hardship of on call work is significant. Both witnesses describe the severe physical, psychological and social impact on working remotely. In both cases, their employer has offered an above award two hour minimum payment at overtime rates to attract them to the work. Both witnesses report that they would be less willing to do this work if they were paid any less. These arrangements are common in the Social and Community Sector.
7. If the Commission is minded to make a term dealing with recall to work overtime remotely it should have the following features:
 - a. Remote work, like physical recall to the workplace, should be voluntary and paid at overtime rates.
 - b. There should be a clear incentive for remote work to only occur while an employee is required to be on call. This can be achieved by a structure of minimum payments.
 - c. A two hour minimum payment at overtime rates should apply where an employee works remotely when they are not required to be on call. This aligns with the minimum payment for a recall to work overtime at the physical workplace.

- d. A one hour minimum payment when an employee works remotely when they are required to be on call. This aligns the minimum payment for remote work while on call with the minimum payment for work performed during a sleepover.
 - e. Further, because this is a significant expansion of the current 'on call provision', cl 25.3 Roster days off should be varied to ensure that on call time counts as duty for the purposes of the clause. This is to ensure that the expansion of the scope of on call work does not reduce an employee's personal time.
8. We filed with this submission a draft determination (see Annexure C) that would give effect to these principles.

BEFORE THE FAIR WORK COMMISSION

MATTER NO. AM2014/285

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

STATEMENT OF DEBORAH LEE ANDERSON

I, Deborah Lee Anderson, Shared and Supported Living Co-ordinator of [REDACTED] in the State of New South Wales, say;

1. I am a Delegate of the Australian Services Union, New South Wales.
2. Where I refer to a conversation in this statement and I cannot remember the exact words used, I have stated my best memory of the words spoken, or the effect of what was said.

Personal Details

3. [REDACTED]
4. I am single and live with my aged mother to help support her. My mother is 81 and I assist her by doing the shopping and taking her out on weekends to visit her specialist.

My work history

5. I have worked as a Shared and Supported Living Co-ordinator since on or about 14 June 2018.
6. I hold a Certificate 4 in Youth and Community, a Diploma in Community Services, a Certificate 2 in Frontline Business Management, and Certificate 2 in Leadership.
7. During the early years of my life I was raising my children and worked part time on and off as a bar attendant. This was over a period of about 25 years, although for about 2 years at the end of this period I worked as a teacher's aide at Lake Macquarie High School. I then worked as a teacher's aide at Toogoolawa, a private school for disadvantaged youth, for about three years.
8. In 2013, I entered the Social and Community Services sector when I began work with Life Without Barriers as a Disability Support Worker. In June 2016, I was employed by St Vincent de Paul as an NDIS Local Area Co-ordinator. In June 2018 when I returned to work with Life Without Barriers in my current role as a Shared and Supported Living Co-ordinator. Life Without Barriers is a not for profit community organisation and a registered NDIS provider.

Current employment

9. On 18 June 2018, I commenced work with Life Without Barriers as a Shared and Supported Living Co-ordinator. I am a full time employee. Attached and marked **Annexure A** is a copy of my contract of employment.
10. I am employed under the *Social, Community, Home Care and Disabilities Services Industry Award 2010* (**'the Award'**). I am paid a yearly salary of \$74,865.75.
11. I manage up to 30 frontline staff in two group homes. One group home has five high needs medical clients. These client's needs are constantly changing. I must continually monitor their needs to make sure we meet their requirements. The second home has two women with their own particular needs and compliance requirements.

12. Managing two homes in different physical locations makes it difficult to monitor and ensure compliance in both places. It is common for me to wake up through the night with worries about what hasn't been done. I monitor emails in personal time on weekends and evenings, when not rostered on, because management still send emails at this time and I feel obliged to stay on top of things and to do work outside hours unpaid
13. My job involves many different tasks:
 - a. This includes overseeing rostering, conducting formal supervisions, finding staff to fill roster gaps as needed, conducting team meetings, and interviewing frontline staff for vacancies.
 - b. I am also responsible for ensuring staff are up to date with training; monitoring and writing incident reports and monitoring follow up actions; monitoring Work Health and Safety systems and practices: conducting work cover processes: and monitoring restricted work practices. I also have to ensure that all compliance documentation is in line with NDIS Commission requirements.
 - c. I am responsible for ordering the stationary requirements of the houses; placing orders for client medical supplies; (e.g. incontinence, ventral stomach (peg) feeding requirements): arranging house maintenance: and ensuring first aid compliance.
 - d. I liaise with external services for the clients, (eg medical practitioners, therapists, dieticians, dentists), and am responsible for ensuring that their recommendations are endorsed and followed, (eg a transfer procedure). I also monitor client finance processes, monitor medications to ensure they are in place and current, and notify staff of any medication changes.

My hours of work

14. I work 76 hours over a fortnight on weekdays starting at 8.00 am until 4:30 pm. My pattern of daily work doesn't change. However, I am also on a rotating roster to perform On Call duties which can overlap my regular hours and extend well beyond them. I only receive a roster for my on call duties.
15. I am usually rostered to be on call once a week. If I am rostered to be on call during the week my normal hours of work will change. I will start work at 11.30 am and finish at 8.00 pm. I will start on call duties 5.00 pm and finish at 8.00 am the following morning. This means that there is a three hour overlap between starting my on call duties and the end of my normal rostered work. However, there are still urgent tasks that need to be done, and no-one else takes over those tasks in my place. Staff and management still contact me during this period. I usually start begin working at around 8.00 am, even if I am not rostered to start until 11.30 am. I am sometimes rostered to be on call on weekends. Then I will be rostered between 9.00 am and 9.00am.
16. Attached and marked are copies of my on call roster for the period 17 June 2019 to 16 December 2019.

On Call Duties

17. When I am rostered on call, I am expected to perform a wide range of duties. Typically, this includes responding to emergencies, administrative tasks such as rostering, providing phone advice and assisting less experienced staff with their issues. However, I can be called for any reason. I have to make an assessment over the phone of what action should be taken. I am

also responsible for reporting and recording all incidents. On a busy shift this can mean continuing after the shift to ensure all incidents have been logged and recorded.

18. When I am on call, I will usually take calls from staff at group homes when another staff member has not turned up or a staff member becomes sick and has to leave work early. I will then find another staff member to fill in for the absent staff member. This can require calling many people. It is not unusual for me to make up to 12 calls to find an available person. I am also required to contacting our labour hire agency when agency staff do not attend work as they were rostered. I will also rearrange rosters that flow on from this change to manage overtime and breaks.
19. Ultimately, if there are no staff available to cover a shift then I have to cover the absent workers duties. This means I will need to return to the workplace and directly support our clients. I must also continue responding to 'on call' calls after I have been recalled to work. This has happened twice so far since starting on the on call roster in August 2018.
20. Being on call also involves assisting staff to find information. This may require contacting other staff to find out where the information is located. It also involves advising on medication issues, and recommending corrective action when equipment is not functioning correctly.
21. I am also required to assist staff in our group homes to deal with emergencies that arise. For example, when clients have escalated behaviour, such as becoming violent or have seizures. This requires talking the staff through the situation, helping resolve the issue, ensuring incident reports are made, and logging the occurrence.
22. I am paid an above Award allowance of \$30.00 when I am rostered on call between Monday and Friday, and \$50.00 when I am rostered on call on weekends and public holidays. When I am working while rostered on call I am paid at the rate of time and half for the first 2 hours and double time after that.

Other work outside of rostered working hours

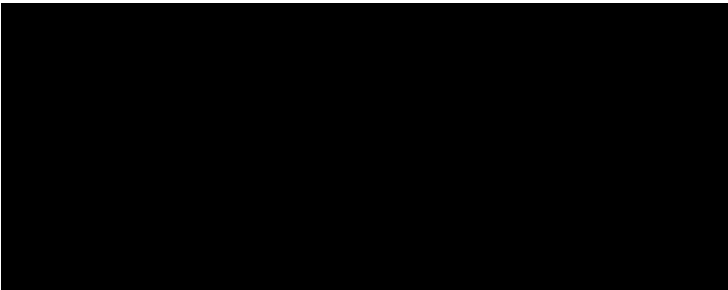
23. I am not usually required to work out of hours unless I am rostered to be on call. If I am contacted out of hours, this is usually just a telephone call from a new coordinator or a more junior staff member with a quick enquiry. There is no overt expectation from my employer to do this work. However, there is a clear expectation that I will be available to answer calls from management outside of working hours. But this does not happen very often and has only minor impact on me.

Impact of on call work

24. When I am on call, I cannot leave my home as I need to have phone, internet and computer access. I must also be ready and able to respond to any requests for work. I cannot go anywhere nor do anything else. This is particularly difficult on weekends when doing an on call shift from 9am until 9am. This causes high anxiety for me as I could be called out to any site to handle difficult incidences. This has occurred 3 times so far, and once resulted in me having to do a 23 hour shift. This can also result in me being required to attend at two places at the one time which is highly stressful as I can't go to a house to attend an incident when I am already attending an incident at another house.

The Australian Business Industrial remote response claim

25. I have been show a copy of ABI's remote response draft determination. I understand that it means that from 5pm until 10pm at night, I could be called to respond to an issue and I may only be paid for 15 minutes. There is no obligation for my employer to roster me to be on call.
26. I am greatly concerned by this proposal. The proposed 15 minute minimum engagement is completely inadequate payment for the inconvenience and stress involved with being contacted out of hours. You can never know what call may come through. It could be enormously inconvenient. What if I was out with a family member and I received a call that required me to attend a house? What would I do with my family member? How could this payment reimburse me for the significant imposition on my family life.
27. I was not previously considering leaving my job, but if something like this proposal was brought in as compulsory I would seriously consider leaving the industry. Doing work out of hours is only worthwhile for the additional pay it provides. Without significant remuneration to provide for not just the time involved, but the inconvenience as well, it is not worthwhile doing this work.



WITNESS SIGNATURE

DEBORAH ANDERSON

DATE: 02/09/2009

Employment Agreement

Deborah Lee Anderson

Life Without Barriers

ABN: 15 101 252 171

06 June 2018

SCHEDULE 1

Item No.	Item	Detail
Item 1	Commencement Date	18 June 2018
Item 2	Duties	Refer to Position Description
Item 3	Employee	Deborah Lee Anderson
Item 4	Position	Shared & Supported Living Coordinator
Item 5	Base Remuneration	\$74,865.75
	Additional Benefits 1	Not Applicable
	Additional Benefits 2	Not Applicable
	Superannuation 9.5%	\$7,112.25
	Total Fixed Remuneration	\$81,978.00
Item 6	Term of Appointment	Permanent
Item 7	Start Date of Employment	18 June 2018
Item 8	Reporting to	Shared & Supported Living Manager
Item 9	Hours of work	Full Time 38 hours per week.
	Hours of Work Averaging Period	6 monthly
Item 10	Probationary Period	6 months from start date of employment.
Item 11	Licences and Qualifications	Certificate IV or equivalent in Disability, Mental Health or Community and Social Services First Aid Certificate Current driver's license
Item 12	Probity Clearances Required	National Criminal History Record Check NSW Working with Children Check
Item 13	Governing Law	New South Wales
Item 14	Annual Leave	20 days for each 12 months of service (pro-rated for part time employees), accrued and cumulative in accordance with the National Employment Standards.

Item 15	Personal/Carers Leave	10 days for each 12 months of service (pro-rated for part time employees), accrued and cumulative in accordance with the National Employment Standards.
Item 16	Guarantee of Annual Earnings	Not applicable
Item 17	Termination Notice Period after expiration of Probationary Period	<p>The Employee or Organisation will provide 4 weeks' written notice to the other party of their intention to terminate employment.</p> <p>If the Employee is at least 45 years of age at the time of Termination of Employment and has completed at least 2 years' continuous service at the time the notice is given, the Organisation will increase the notice period by 1 additional week.</p> <p>The Organisation may provide payment in lieu of the equivalent notice period or part thereof.</p>
Item 18	Tool of Trade Vehicle	<p>A tool of trade vehicle is provided to the position outlined in Item 4 of Schedule 1. As per the Vehicle Eligibility & Allowances Policy Guideline, a tool of trade vehicle is required to meet the inherent requirements of the position. The allocation of this vehicle is subject to change by the Organisation.</p> <p>Tool of trade vehicles may be utilised for personal use in accordance with the Fleet Management Policy, however they do not form part of an employee's remuneration package and the vehicle is to be made available for use by others in the Organisation as required.</p> <p>Utilising a tool of trade vehicle for business travel restricts you from claiming kilometre reimbursements.</p>

1. APPOINTMENT

1.1 Commencement

- a) Subject to the terms of this Agreement, the Organisation appoints the Employee to the Position set out in Item 4 of Schedule 1 and the Employee accepts that appointment (**the Employment**).
- b) The Organisation will employ the Employee from the Commencement Date specified in Item 1 of Schedule 1 until the Employment is terminated by either party in accordance with this agreement.
- c) Subject to the terms of this Agreement, the appointment is for the term outlined in Item 6 of Schedule 1.

1.2 Prior Employment or Agreements

- a) This Agreement replaces all previous contracts of employment and other employment arrangements between you and the Organisation.
- b) Where this Agreement replaces an existing employment Agreement, the Organisation will recognise continuity of service and your period of prior service with the Organisation for the purposes of all employment related entitlements. For the purpose of calculating your period of continuous service with the Organisation, your employment by the Organisation is deemed to have commenced on the date listed in Item 7 of Schedule 1.

1.3 Probation

- a) From the Start Date the Employee is subject to the probationary period specified in Item 10 of Schedule 1.
- b) During the probationary period, either the Organisation or the Employee may terminate the Employee's employment by giving one (1) weeks' notice in writing or, in respect of the Organisation, payment in lieu of such notice.

1.4 Reporting

- a) The Employee will report to the Position described in Item 8 of Schedule 1 or such other position as nominated by the Organisation.

1.5 Work Location & Travel

- a) Due to the nature of services provided by the Organisation, the Employee may reasonably be required to travel to and perform work at various work sites or locations at the Organisation's discretion. The Employee will not be entitled to any additional remuneration for such travel, but travel expenses for approved travel will be paid for by the Organisation in accordance with the Organisation's travel policies.

1.6 Hours of Work

- a) The Employee's ordinary hours of work are set out in Item 9 of Schedule 1. The Employee may be required to work reasonable additional hours as required to fulfil the requirements of their role. The Organisation may require the Employee to work varying hours each week in order to satisfy the requirements of their position. In this case the Organisation may average the ordinary hours of work over a period of time greater than one week. This averaging period is outlined in Item 9 of Schedule 1.
- b) The organisation may vary these hours from time to time after giving a minimum of 7 days' notice to the Employee
- c) The Employee's Total Fixed Remuneration includes compensation for all hours the Employee is required to work. The Employee is not entitled to receive payments for reasonable additional hours worked.

2. PROBITY, CONDITIONS AND CONSENTS

2.1 Probity

- a) The Organisation is committed to the safety and protection of clients we support. This means that we need to make sure that all employees, whether in client-facing roles or not, do not pose any risk to our clients or to the Organisation. To ensure this, all employees, must undergo suitability and probity checks in accordance with State and Federal legislation and internal policy requirements.
- b) The employee promises to obtain and maintain the probity checks and relevant Federal and State based clearances listed in Item 12 of Schedule 1, and any other checks as reasonably required by the Organisation.
- c) This offer of employment is conditional upon the Organisation receiving satisfactory probity and Federal and State based clearances from the Employee. If such clearances are not provided, the offer of employment may be withdrawn.
- d) The Organisation may unilaterally terminate this Agreement if the Employee is unable to obtain or maintain satisfactory probity and Federal and State based clearances by providing the notice period prescribed in clause 6.1 of this Agreement or payment in lieu of notice.

2.2 Conditions of Employment

- a) The Employee must have the necessary skills and experience to carry out the duties and responsibilities referred to in the Position Description.
- b) The Employee must be competent to properly carry out their duties and any representations as to qualifications, experiences, skills and employment history must be true and correct. The Organisation may at any time request reasonable evidence of the Employee's ability to meet these requirements.
- c) In addition to clause 2.2 (b), it is a condition of employment that the Employee maintains the specific qualifications, licences, and professional admissions set out in Item 11 of Schedule 1. Additionally, the Employee may be required to undertake mandatory training in order to meet the inherent requirements of the role as listed in the Position Description. Failure by the employee to maintain the qualifications or satisfactorily complete mandatory training for any reason (including suspended qualifications) may result in the Organisation terminating this agreement in accordance with clause 6.1.
- d) The Employee must be eligible to work in Australia and meet all Australian immigration requirements to work in the position set out in Item 4 of Schedule 1.

2.3 Consent

The Employee consents to all or any acts or omissions by or on behalf of the Organisation (whether occurring before or after this consent is given) which infringe or may infringe any of the Employee's Moral Rights in relation to any works and other Intellectual Property Rights described in clause 5.2 made or created by the Employee in the course of the Employee's employment with the Organisation. Furthermore, the Employee acknowledges that as a result of providing such consent, the Employee waives their right to bring any Moral Rights claim against the Organisation.

2.4 Extent of consent

The Employee's consent under this clause is irrevocable and extends to:

- a) the Organisation's licensees and successors in title in respect of the Works; and
- b) any person authorised by the Organisation or its licensees or successors in title to do acts comprised in the copyright for the Works.

2.5 Genuine consent

The Employee acknowledges that the consent in this clause is a genuine consent given under Part IX of the *Copyright Act 1968* (Cth) and has not been induced by duress or any false or misleading statement.

3. EMPLOYEE'S DUTIES

3.1 General and alternative duties

The Employee will serve the Organisation in the Position set out in Item 4 of Schedule 1 and perform the Duties set out in the Position Description. The Employee may reasonably be directed to perform alternative duties within the Employee's skills, capabilities and expertise as required.

3.2 Client Care

A primary duty of all employees, whether directly client facing or not, is to ensure the delivery of service to clients is of the highest quality. We expect all employees to contribute to our clients feeling safe and respected and to make sure they are cared for and protected from abuse, neglect and exploitation. All employees have a responsibility to report the inappropriate, or suspected inappropriate, treatment of clients to their manager.

3.3 Work Health, Safety and Environment

The Employee is obliged to follow all reasonable and lawful instructions, policies and procedures relating to health, safety, and the environment as directed by Officers or duly authorised delegates.

3.4 Fitness for Duty

- a) The Employee must maintain the required fitness for duty necessary to perform the inherent requirements of the Position.
- b) Where the Organisation has concerns about the Employee's fitness for duty or capacity to perform the inherent requirements, the Organisation may direct the employee to undergo a medical assessment by a nominated registered medical practitioner at the Organisation's expense. Any resulting recommendations or diagnosis provided by the registered medical practitioner may be relied upon by the Organisation to determine the Employee's ongoing ability to safely perform the terms of this agreement.

3.5 Additional duties

The Employee must:

- a) devote the whole of the Employee's time, attention and skill during Ordinary Hours of Work and at other times as reasonably necessary, to the duties of office;
- b) faithfully and diligently perform the duties and exercise the powers entrusted to the Employee from time to time;
- c) promote the interests and prosperity and enhance the reputation of the Organisation;
- d) comply with all reasonable and lawful orders and directions given to the Employee by the Organisation;
- e) notify the Organisation of any charges or convictions gained during the course of the Employment;
- f) comply with the Organisation's policies and procedures as amended from time to time;
- g) not be engaged or interested in any other business or occupation (whether paid or unpaid), accept appointments as a director or other officer of any corporation or to the boards of committees or charities without the prior written consent of the Organisation; and
- h) promptly disclose any breaches of the Organisation's policy and procedures including any serious misconduct or wrong doings (including but not limited to your own, other employees, volunteers, carers and/or external representatives to the Organisation).

4. REMUNERATION AND ENTITLEMENTS

4.1 Total Fixed Remuneration

- a) Unless agreed otherwise, the Employee's Total Fixed Remuneration is comprised of the following:

- i. Base Remuneration as set out at Item 5 of Schedule 1;
 - ii. Superannuation payable at 9.5%; and
 - iii. any additional benefits set out at Item 5 of Schedule 1.
- b) The Total Fixed Remuneration (including the Base Remuneration, Superannuation and Additional Benefits) as set out in Item 5 of Schedule 1, is expressed as the full-time equivalent remuneration for the Position. Part-time employees will receive a pro-rata amount of the Total Fixed Remuneration based on the Ordinary Hours of Work as outlined in Item 9 of Schedule 1.
- c) The Organisation will pay to the Employee the Base Remuneration component (pro-rata for part-time employees) of the Total Fixed Remuneration by electronic funds transfer on a fortnightly basis into the Employee's nominated account.
- d) The Employee may apply to receive part of the Total Fixed Remuneration by way of other benefits which can be lawfully provided by the Organisation, in accordance with any relevant policies of the Organisation, as varied from time to time. The Employee may apply to receive these benefits, provided that:
 - i. the election is consistent with any policy of the Organisation, as varied from time to time; and
 - ii. the costs of the election to the Organisation (including any liability for Fringe Benefits Tax) do not result in the total payments and benefits being paid or provided to the Employee exceeding the Total Fixed Remuneration.
- e) The Employee's Base Remuneration as set out at Item 5 of Schedule 1 includes and absorbs all entitlements the Employee may have to any and all minimum rates of pay, loadings, allowances, penalty rates or overtime payments (other than as set out in this Agreement) that arise under any statute, any applicable modern award or any other applicable industrial agreement.
- f) Any remuneration set out at Item 5 of Schedule 1 that is in excess of the minimum rate of pay under any applicable statute or applicable industrial instrument may be set-off against (ie be taken to satisfy) any other monetary obligations imposed by that statute or instrument.
- g) The rates used for calculating any set-off will be the relevant rates contained in the applicable instrument or prescribed under the applicable statute.

4.2 Superannuation

- a) The Organisation will make superannuation contributions in accordance with the Employer Superannuation Component and for any additional amounts elected by the Employee to any complying superannuation fund nominated in writing by the Employee or, if no fund is nominated by the Employee, the Organisation's nominated superannuation fund provider at the time.
- b) The Employee's Total Fixed Remuneration will be altered with any changes to the Employer Superannuation Component as provided by relevant legislation.

4.3 Expense Benefit Payment

- a) As a Public Benevolent Institution, the Employee may be eligible to benefit from tax savings by packaging a portion of their Base Remuneration.
- b) The Organisation bears no responsibility or liability, nor has any discretion as to whether you are eligible to receive this benefit. We recommend you seek independent advice in relation to the Expense Benefit Payment and any such matters.

4.4 Review

- a) The performance of the Employee and the amount of the Base Remuneration may be reviewed as part of an annual review process which takes effect at such times as the Organisation in its absolute discretion determines throughout the Employment in accordance with Organisation policies. There is no expectation that remuneration will increase as a result of the annual review.

- b) In undertaking such a review the Organisation may take into account all circumstances that it considers relevant, including but not limited to the performance of the Employee, the performance of the Organisation, the prevailing economic conditions, the Organisation's business requirements and the Organisation's capacity to pay.

4.5 Annual leave

- a) The Employee will be entitled to Annual Leave as outlined in Item 14 of Schedule 1 and in accordance with the entitlements provided by the Fair Work Act or any subsequent legislation. Annual Leave will be accrued progressively throughout the year.
- b) Where possible, Annual Leave is to be taken at times agreed between the parties, having regard to the Organisation's operational requirements.

4.6 Long service leave

The Employee will accrue Long Service Leave in accordance with the Governing Law of the State set out in Item 13 of Schedule 1 and any relevant Organisation policy.

4.7 Personal/Carer's leave

The Employee is entitled to paid Personal/Carers leave as outlined in Item 15 of Schedule 1 and in accordance with the entitlements provided by the Fair Work Act or any subsequent legislation.

4.8 Other leave

All other leave, including unpaid leave, compassionate leave, parental leave, parental partner leave, and community service leave, will be provided to the Employee in accordance with the Organisation's policy or the Fair Work Act, whichever is more generous.

4.9 Public holidays

The Employee will be entitled to paid absence from work on the public holidays referred to in the Fair Work Act. The Organisation may request the Employee to work on a public holiday and this will be a matter for discussion between the Employee and the Organisation at the time of any such request.

4.10 Guarantee of Annual Earnings

The Employee is not provided with a Guarantee of Annual Earnings

5. PROTECTION OF BUSINESS

5.1 Confidentiality Obligations

- a) Employee's obligations

The Employee must:

- i. keep any **Confidential Information** which the Employee has received (whether before the date of this Agreement and in whatever capacity) secret and confidential, except to the extent that the Employee is required by law to disclose it;
- ii. take all reasonable and necessary precautions to maintain the secrecy and prevent the disclosure of any Confidential Information;
- iii. refrain from using or attempting to use Confidential Information in any manner which will or may cause or be calculated to cause injury or loss to the Organisation or its customers or clients; and
- iv. not, except in the ordinary and proper course of employment with the Organisation, use or disclose or allow to be used or disclosed any Confidential Information to any third party without the prior written consent of the Organisation.

- b) Survival of obligations

The Employee's confidentiality obligations survive the termination of this Agreement.

5.2 Ownership of Intellectual Property Rights

a) Ownership

- i. Subject to any written agreement to the contrary, all Intellectual Property Rights created by the Employee solely or jointly with others in the course of the Employee's employment automatically vest in the Organisation.
- ii. Employee must disclose Inventions.
- iii. The Employee must disclose to the Organisation the full details of any Invention. The Employee agrees that all rights in such Invention will belong to the Organisation.

b) Assistance

The Employee must at the request and expense of the Organisation do all things necessary or desirable to vest in the Organisation or its nominee absolutely as legal and beneficial owner all rights, title and interest in:

- i. any Intellectual Property Rights created by the Employee in the course of the Employee's employment, including executing any documents which are reasonably required by the Organisation; and
- ii. any Invention, including securing patent or other protection anywhere in the world and executing any documents which are reasonably required by the Organisation.

c) Inventions

The Employee must not disclose or make use of any Invention with external parties without the Organisation's prior written consent.

d) No prejudice

The Employee will not do or fail to do any act which would, or might, prejudice the rights of the Organisation under this clause.

e) Survival of obligations

The Employee's intellectual property obligations survive the termination of this Agreement.

6. TERMINATION AND SUSPENSION

6.1 Notice of Termination

- a) This Agreement may be terminated at any time by either the Organisation or the Employee giving the notice prescribed in Item 17 of Schedule 1, or by the Organisation giving the Employee pay in lieu of notice for part or all of the notice period
- b) Following the giving of notice by the Organisation or the Employee, the Organisation at its discretion do any of the following (or a combination thereof):
 - i. make payment in lieu of part or all of the notice period
 - ii. require the Employee to perform alternative or no duties
 - iii. require the Employee not to attend work

6.2 Immediate Termination – Summary Dismissal

The Organisation may terminate this Agreement immediately without notice, if the Employee commits any act constituting serious misconduct including, but not limited to, acts of dishonesty, theft, fraud, violence, serious breaches of occupational health & safety procedures, wilful disobedience, breach of duty, or persistent breaches of the Organisation's policies or provisions of this Agreement.

6.3 Return of Equipment

On termination of this Agreement the Employee must return to the Organisation all property of the Organisation including all Confidential Information, books, any physical means of storing the Organisation's Confidential Information such as, but not limited to: laptops, tablets, mobile phones, discs or USB sticks, documents, papers, materials, credit cards, cars and keys held by or under the control of the Employee.

6.4 Deductions

Subject to law, the Organisation has the right to seek to recover any sums owed to the Organisation. The Employee agrees to provide authorisation to the Organisation in writing to deduct from their pay or otherwise recover any amounts owing to the Organisation.

6.5 Suspension

The Organisation may suspend the Employee from their Employment for any period on full pay, including to investigate any concerns the Organisation has regarding the Employee's performance or conduct, or a suspected breach of this Agreement. The Employee must continue to comply with all terms of this Agreement and the policies and procedures of the Organisation during the period of suspension.

6.6 Termination for Redundancy

In the event the Employee's employment is terminated on the basis of redundancy, the Employee will be entitled to a severance payment in accordance with the Fair Work Act.

7. GENERAL

7.1 Policies, Procedures and Code of Conduct

- a) The Employee agrees to comply with the Organisation's policies and procedures.
- b) These policies, procedures and code of conduct may be amended and varied by the Organisation from time to time. It is the obligation of the Employee to ensure they understand the terms and conditions of the Organisation's policies and procedures and maintains currency with these policies and procedures as they may change from time to time at the organisation's discretion.
- c) The employee acknowledges and accepts that the Organisation's policies and procedures are not incorporated into this Agreement and do not form part of the Employee's contract of employment.

7.2 Governing law

This Agreement is governed by the laws of the State detailed in Item 13 of Schedule 1.

7.3 Severance

If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.

7.4 Continued operation

Despite any change to the Employee's place of work, position description, Duties, Remuneration or any matters contained in Schedule 1, this Agreement will continue to apply to the parties unless otherwise agreed in writing.

7.5 Entire Agreement

This Agreement supersedes all previous agreements or representations in respect of the Employee's employment by the Organisation and embodies the entire Agreement between the parties.

7.6 Amendment

This Agreement can only be amended by agreement in writing by both parties. Any understanding, agreement, representation or warranty outside of this Agreement which relates to the Employee's employment has no effect unless it is an agreement in writing, with terms duly authorised by a relevant delegate of the Organisation, and signed by both parties.

7.7 Effect of waiver

The waiver by either party of a breach of any provision may not be held to be a waiver of any later breach of the provision or a waiver of the provision itself.

8. DEFINITIONS

In this Agreement, unless the context of the clause indicates an alternative intention:

Agreement means this agreement.

Award means the *Social, Community, Home Care and Disability Services Industry Award 2010*, or any subsequent Award.

Business Day means any day that is not a Saturday, Sunday or Public Holiday.

Commencement Date means the date set out in Item 1 of Schedule 1.

Confidential Information means the confidential information of the Organisation relating to the Organisation or its operations or business affairs and includes, but is not limited to:

- a) financial information and policies, business plans, strategic plans, acquisition or business expansion plans, pricing policies and reporting procedures of the Organisation whether relating to past, present or future operations of the Organisation;
- b) the Organisation's past, present and future client information, including client identity and terms of dealing with specific clients;
- c) the Organisation's past, present and future supplier information, including supplier identity, price for supply, terms and conditions of supply and the value of accounts to suppliers;
- d) the Organisation's past, present and future employee information, including terms of employment and remuneration packages;
- e) information marked as confidential or which the receiving party could reasonably regard as confidential; and
- f) the Organisation's general know-how and procedures whether or not marked as confidential;
- g) but Confidential Information does not include information which:
 - i. is legally in the public domain or is generally known or is available by publication; or
 - ii. the receiving party either already possesses at the time of disclosure to it by the disclosing party or independently acquires except through a breach of an obligation of confidentiality by any third party.

Duties means the duties described in the Position Description.

Employee means the person listed in Item 3 of Schedule 1.

Employer Superannuation Component means the contributions the Organisation is required to make to a complying superannuation fund as a result of the operation of the *Superannuation Guarantee (Administration) Act 1992* and the *Superannuation Guarantee Charge Act 1992*.

Fair Work Act means the *Fair Work Act 2009* (Cth).

Intellectual Property Rights means all present and future rights to:

- a) trademarks, trade names, domain names, logos, set-up, patents, inventions, registered and unregistered design rights, copyrights, circuit layout rights, and all similar rights in any part of the world (including know-how); and
- b) where the rights referred to in paragraph a) are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such applications.

Invention means any discovery, invention, design, development, technique, idea, method, secret process, system or improvement made or discovered by the Employee (alone or with others) during the course of the Employee's Agreement with the Organisation, in connection with or in any way affecting or relating to the

Organisation's operations or capable of being used or adapted for use by the Organisation or in connection with its operations.

Materials means all things brought into existence by the Employee in the course of their employment by the Organisation including inventions, ideas, discoveries and improvements (whether patentable or not); information and data, designs, drawings, presentations, proposals, reports, lists, plans and software.

Moral Rights means the right of attribution of authorship, the right not to have authorship falsely attributed, the right of integrity of authorship, or any other similar rights arising under any statute, including the *Copyright Act 1968* (Cth).

Ordinary Hours of Work means the hours stated in Item 9 of Schedule 1.

Organisation means Life Without Barriers ACN 101 252 171.

Position means the position set out at Item 4 of Schedule 1.

Probity is an assessment of the Employee's suitability and clearance to perform the role. This assessment includes a review of the Employee's national criminal history and police record and any other State based checks as legislated by governing law or in accordance with the Organisation's policies and procedures.

Total Fixed Remuneration means the Employee's Total Fixed Remuneration, as set out in Item 5 of Schedule 1.

Work means the performance of the Duties in the course of employment.

8.1 Interpretation

In this Agreement, headings are for convenience only and do not affect the interpretation of this Agreement and, unless the context otherwise requires:

- a) a reference to termination of this Agreement includes a reference to termination of the Employee's contract of employment;
- b) the singular includes the plural and vice versa;
- c) words that imply a gender include all other genders;
- d) a word that is derived from other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- e) an expression that implies or refers to a natural person includes any Organisation, sovereign state, government, government department or agency, partnership, joint venture, association, unincorporated association, corporation or other body corporate and vice versa;
- f) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, whether passed by the same or another government agency with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and
- g) a reference to a document or agreement includes all written amendments or supplements to, or replacements or novation's of, that document or agreement.

EMPLOYMENT AGREEMENT ACCEPTANCE

The signatures of the parties on this page confirm their mutual acceptance of the terms and conditions of this Employment Agreement and Schedule.

ORGANISATION AUTHORISED REPRESENTATIVE

Executed online by:

Name: Leanne Millard

Position: Operations Manager

Date: 06 June 2018

EMPLOYEE

Signed: Executed online by Deborah Lee Anderson

Name: Deborah Lee Anderson

Address: [REDACTED] NSW 2283

Date: 06/06/2018

POSITION DESCRIPTION

Position Title:	Shared & Supported Living Coordinator
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Position Purpose & Scope

Purpose & Objective	The Shared & Supported Living Coordinator ensures that customers who require a high level of support are enabled to live in their home, and in their community. The role coordinates and delivers a range of supports that reflect the customer's individual needs and goals as described in their Service Agreement.	
	The Shared & Supported Living Coordinator is responsible for engaging with customers, families, guardians and other key stakeholders so as to facilitate a cohesive, quality and inclusive support system around the customer.	
	The incumbent takes a leadership role in organising, supervising and coaching support workers around a customer or group of customers.	
Business Unit	Client Services	
Reporting Relationships	Direct Manager	Shared and Supported Living Manager
	Direct Reports	Between 1-30 (this comprises F/T, P/T, casual workforce) <i>the number of direct reports will depend upon program / operational requirements</i>
Delegated Authority	Level 8 - Specific delegations are outlined in the Delegation of Authority Schedule - http://intranet.lwb.local/su/practiceandquality/qa/Pages/Delegations.aspx	

Organisation Purpose & Values

Our Purpose	To partner with people to change lives for the better.
Our Values	Our Values state our beliefs. They define our purpose and drive everything we do. Our Values fuel our passion for working with people and by living our Values, we are in a better position to champion opportunities for the people we work with and support. All people engaged by Life Without Barriers are required to uphold our Values of; <i>Responsive, Imaginative, Courageous, Respectful and Relationships.</i>
Our Stance on Child Safety & Wellbeing	Every day, Life Without Barriers offers support and care to children. We want each and every one of those children to feel as safe and respected as they should. We all have a responsibility to make sure their safety comes first – and that they're well cared for, protected from abuse and given the respect they deserve.

Key Responsibilities

Support Customers	<ul style="list-style-type: none"> • Work within relevant legislation, LWB policy and procedures and the National Disability Service Standards to ensure that Shared & Supported Living supports are delivered which reflect the customer's Service Agreement with LWB. • Engage with customers to build rapport and understand their needs, preferences and expectations; where required, work directly with customers • Ensure that direct support is delivered, as far as possible, by the support worker who best matches the customer in terms of relevant skills, capability and interests.
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POSITION DESCRIPTION

	<ul style="list-style-type: none"> • Build positive relationships with stakeholders by: <ul style="list-style-type: none"> ○ working directly families, guardians and mainstream services to enhance opportunities for the customer in their communities ○ engaging with health professionals, support coordinators, community, other agencies and other stakeholders including advocate • Actively develop and maintain an environment and ecology that balances the needs of any other customers who share the same residence; for example type of residence, compatibility. • Monitor, and where appropriate, adjust support based on the customer's changing needs. • Advocate where required with the NDIA, support coordinators, families, guardians and other stakeholders to respond to customer changing needs or goals. • Respond to feedback and complaints promptly. • Routinely utilise the established mechanisms, including client scheduling system, technical solutions and documentation systems to ensure that support is provided, outcomes are recorded and a transparent and accountable service is delivered. • Complete service satisfaction activities as directed by manager
Team Leadership	<ul style="list-style-type: none"> • Provide guidance, supervision and support to direct support staff. • Promote a positive environment through demonstrating good communication and interpersonal skills and appropriate peer support. • Model appropriate conflict resolution, communication and positive behaviour management skills. • Escalate any issues of concern to the manager immediately, where a serious risk of harm or to reputation is apparent
Organisational Responsibilities	<ul style="list-style-type: none"> • Communicate and act in ways that are consistent with Life Without Barriers Values of <i>Responsive, Imaginative, Courageous, Respectful</i> and <i>Relationships</i> • Provide an environment free of abuse, harm and exploitation for people we support • Support and promote the work of Life Without Barriers, maintaining a positive image of the organisation in accordance with the level of position. • Comply with all Life Without Barriers policy, code of conduct, procedures and practices, external funding body requirements and legislation. • Apply and uphold the principles of a respectful, inclusive and diverse workplace, free from discrimination, harassment or bullying • Adhere to organisational and legislative Health, Safety and Environment requirements.

Required Knowledge, Skills & Experience

Qualifications & Licenses	<ul style="list-style-type: none"> • Minimum Cert IV or equivalent in Disability, Mental Health or Community and Social Services • First Aid Certificate • Current driver's license
Required Experience	<ul style="list-style-type: none"> • Demonstrated experience in similar role and / or relevant experience in providing and improving customer support/service

POSITION DESCRIPTION

	<ul style="list-style-type: none"> • Demonstrated experience in supporting complex customers (clients) • Demonstrated experience in working both independently and as part of a team • Demonstrated coordination and leadership experience • Demonstrated experience in managing competing priorities and to deliver outcomes within agreed timeframes and quality standards
Essential Knowledge & Skills	<ul style="list-style-type: none"> • An excellent understanding of the principles of the National Disability Insurance Scheme (NDIS) and relevant legislation • Demonstrated commitment to customer choice, inclusion and quality practice • Demonstrated knowledge of contemporary disability practice approaches including but not limited to, positive behaviour support, medication management and complex medical management. • Demonstrated leadership and coaching skills, with the ability to build a shared understanding of, and commitment to the organisation's Purpose and Values • The ability to work collaboratively and in partnership with a range of stakeholders including customers, peers, employees, external organisations, funding bodies and government agencies • Ability to support organisation-wide initiatives that support Life Without Barriers' Purpose and Values • Excellent verbal and written communication skills • Demonstrated understanding and / or ability to use Data Bases and Microsoft Office suite of programs, for example Outlook, Word and Excel • Ability to work in a complex environment and respond appropriately to high risk or critical events and situations • Demonstrated problem solving and conflict management skills and an ability to think creatively and use initiative

Additional Requirements & Conditions

Probity Requirements	<p>All positions within Life Without Barriers will be required to undergo probity checks including criminal record checks and working with children checks (where relevant to the position) and as outlined in their Contract of Employment.</p>
Work Hours	<p>As per Contract of Employment, the incumbent may be required to work reasonable additional hours to fulfil the requirements of the position.</p> <p>To fulfil the requirements of the position the incumbent may be required to be on-call and / or work an alternating work pattern e.g. day and afternoon pattern on a fortnightly basis.</p>
Travel	<p>The position may require the incumbent to travel to various work locations to discharge the responsibilities of the position</p>

ATTACHMENT B

17/06/2019	1	Deb	Michael	Carlos/Char	Jo	Char/Jamie	Melissa/Car	Jamie/Char
24/06/2019	2	Carlos	Melissa/Jo	Char	Michael/Cl	Jamie	Deb	Jo
1/07/2019	1	Jamie	Deb	Char	Jo	Melissa	Michael/Jc	Carlos/Cha
8/07/2019	2	Melissa	Jo	Carlos/Lee	Leesa/Carl	Deb	Char	Jamie
15/07/2019	1	Deb/Char	Char/Deb	Leesa	Jamie	Carlos	Jo/Char	Melissa/ Jo
22/07/2019	2	Jo/Jamie	Carlos	Char/Leesa	Melissa/Jo	Leesa	Jamie/Jo	Deb
29/07/2019	1	Melissa/Jo	Jo/Natalie	Jamie/Jo	Char/Deb	Deb/Char	Carlos	Leesa
5/08/2019	2	Carlos/De	Deb/Carlos	Jo	Leesa/Char	Melissa/Le	Jo	Char
12/08/2019	1	Deb	Leesa	Jamie	Jo	Char	Melissa/Ch	Jamie
19/08/2019	2	Jo	Melissa/Le	Char	Leesa	Jamie	Deb	Jo
26/08/2019	1	Jamie	Deb	Char	Jo	Melissa/N	Leesa	Jo
2/09/2019	2	Melissa /H	Jo	Natalie	Hayley	Deb	Char/Deb	Jamie/Lees
9/09/2019	1	Deb	Char	Leesa	Jamie	Hayley	Jo	Melissa
16/09/2019	2	Jo	Hayley	Char	Melissa	Leesa	Jamie	Deb
23/09/2019	1	Melissa	Jo	Jamie	Char	Deb	Hayley	
30/09/2019	2	Hayley	Deb	Jo	Leesa	Melissa	Jo	Char
7/10/2019	1	Deb	Leesa	Hayley	Jo	Char	Melissa	Jamie
14/10/2019	2	Hayley	Melissa	Char	Leesa	Jamie	Deb	Jo
21/10/2019	1	Melissa	Jo	Jamie	Char/Mich	Deb	Carlos	Michael/Cl
28/10/2019	2	Carlos	Deb/Jo	Jo/Deb	Michael/Jo	Melissa	Jamie	Char
4/11/2019	1	Deb	Michael	Carlos/Cha	Jo	Char/Jamie	Melissa/Car	Jamie/Char
18/11/2019	2	Carlos	Melissa/Jo	Char	Michael/Cl	Jamie	Deb	Jo
25/11/2019	1	Jamie	Deb	Char	Jo	Melissa	Michael/Jc	Carlos/Cha
2/12/2019	2	Melissa	Jo	Carlos/Lee	Leesa/Carl	Deb	Char	Jamie
9/12/2019	1	Deb/Char	Char/Deb	Leesa	Jamie	Carlos	Jo/Char	Melissa/ Jo
16/12/2019	2	Jo/Jamie	Carlos	Char/Leesa	Melissa/Jo	Leesa	Jamie/Jo	Deb
23/12/2019		Monday	Tuesday	Wednesday	Thursday	Friday	Sat	Sun
30/12/2019		this is a 2 week roster						

BEFORE THE FAIR WORK COMMISSION

MATTER NO. AM2014/286

S. 156 - FOUR YEARLY REVIEW OF MODERN AWARDS – SOCIAL, COMMUNITY, HOME CARE AND DISABILITY SERVICES INDUSTRY AWARD 2010

Statement of Emily Flett

I, Emily Flett, Youth Worker, of [REDACTED] in the State of Victoria, say;

1. I am a member of the Australian Services Union, Victorian and Tasmanian Authorities and Services Branch
2. Where I refer to a conversation in this statement and I cannot remember the exact words used, I have stated my best memory of the words spoken, or the effect of what was said.

Personal Details

3. [REDACTED]
4. I have a partner. We have been together for eight years. We are hoping to buy a house and live together soon.

My work history

5. I am a qualified youth worker. I have a Bachelors of Youth Work from Victoria University and Certificate IV in Child, Youth and Family Intervention.
6. I have worked in the community sector for about sixteen years. I have worked at Anglicare Victoria for most of that time. I have worked at other organisations in the youth work sector and community services roles but I have always maintained some type of employment with Anglicare.

Current employment

7. Since 2015, I have worked with Anglicare Victoria as After Hours Practitioner. I am a part-time employee. Attached and marked **Annexure A** is a copy of my position description

I am employed under *Social, Community, Home Care and Disabilities Services Industry Award 2010* (**‘the Award’**). I am classified as Social and Community Services Employee Level Level 6 (Social Worker Class 3)

8. I am paid \$42.36 per hour. With overtime I earn approximately \$80 – 85K per year.
9. I work in a dedicated team that provides after hours on call support to staff, volunteers and young people in our care. We work from the Anglicare Offices in Collingwood, we respond to phone calls from all regions of the metro area. This position tests you out because you get a variety of calls every night, some of these calls are day to day issues, such as staffing matters, but we spend a lot of our time providing risk mitigation and managing crisis. The position is relatively senior as it holds a large amount of responsibilities and Anglicare staff calling in can use this management structure for support, guidance and direction, while out of hours for their regular line manager.
10. Anglicare created our dedicated on-call team to address the impact of on call work on staff performing their regular duties during the day time and to reduce impacts on them as previously, house managers, specialist practitioners and other frontline staff were required to be on call.

Now this work has been given to our team so appropriate breaks can be structured in to a roster and we reduce burnout on valuable staff.

11. We often support staff members who need advice and support about how to proceed with dealing with young people with volatile behaviours. Another important part of my work is dealing with emergency referrals, where we need to urgently find a safe place for a young person in a case of family or guardian break down. In that case, I will try to find a place for them in one of our residential facilities or emergency foster care. I will also need to conduct an assessment of risk, I will consider the care needs of the young person, and judge whether we have the resources to safely meet those needs.
12. I am also available to provide advice to youth workers with basic troubleshooting or we might just refer the caller to one of our employer's policies dealing with the issue. The After Hours Practitioners in our team help youth workers to apply trauma informed theory and assist in seeing the young person in context. Youth workers are professionals who draw on a wide range of knowledge and skills in their work, if there is a grey area, we assist them to find a solution that is in the best interest of young person. This feels like important work that involves risk mitigation for our young people, our staff and the organisation.
13. We are responsible for ensuring that policies, legislation and best practices are followed, when staff are calling in for assistance around how to manage a situation. If there is a Quality of Care Investigation the After Hours Practitioner's on call notes are used as evidence along with other relevant client case notes. Our documentation has been used in court when the investigation proceeds to that end.

My hours of work

14. I work according to a rotating roster fortnightly roster. I have a line in the roster, with all my shifts fixed and I am able to plan well in advance around these shifts as my contract is ongoing for each shift in the fortnight. I can tell if I'm rostered on for Christmas or another public holiday easily. I am contracted to work 41 base hours each fortnight, but a component of my work hours are as re-call hours as this is the nature of my job.
15. My roster follows this pattern:
 - a. I will work my ordinary hours at the Anglicare Victoria offices in Collingwood. I will commence work at some time between 4.30 pm and 7.30 pm depending on my rostered hours.
 - b. I will finish work late at night, often around 11.00 pm. I have a break, in which I drive home, un-paid for 1 hour.
 - c. Then I will be on call from 12.00 pm to 9.00am. I am not expected to return to the workplace when I am on call. Instead I will respond to issues by telephone or by computer. We refer to this period of the shift as 'Recall'. I am then paid at a re-call rate and if I receive no calls at all I will not be paid – but I will have had some sleep so a win there!
 - d. At the end of the re-call shift at 9am, I will then have a 10 hour break between the end of my on call period and the start of my next shift.
16. I am paid two hours pay at double time when I receive a call and no more if I receive 20/30 calls in that same period, once I get a call in the next call block after the two hours I will again be paid another two hour block. I believe this is an above award condition, I understand that it

was necessary for my employer to offer this condition to attract sufficiently skilled staff to the after hours on call team.

17. The number of Recall hours I work each week fluctuates and is most defiantly seasonal, calls are quiet over winter for the most part. I usually work between 10 and 15 hours Recall each fortnight and this greatly subsidises my low part-time base hours and brings me closer to full time wages.
18. Attached and marked **Annexure B** are copies of my roster for the period [7-9-19] to [20-9-19] & [24-8-19] to [6-9-19]

Roster Changes

19. Each worker in my team has a line on the roster. We have set days and nights that rotate over a long period of time according to fixed pattern. We all know when we will be working. This is important for many of the other people in my team because many of us have caring responsibilities. But it is also important for me because it helps ensure that I have work/life balance. Without a fixed roster it is hard to be a shift worker and participate in social events and sporting clubs. We very rarely try to change or swap our shifts. If Anglicare does change the roster, we have a mini-meltdown in the office and it causes much distress.
20. I am worried that if rosters could be changed by agreement at any time, I would be pressured to change my shifts to accommodate my employer. We have a sense of duty to keep the place running. A good example of this was in April 2019. Anglicare Victoria had restructured the on call team to centralise the work that was done by the regional North West After hour's team in the Collingwood office. This required roster changes. We felt incredible pressure to adhere to whatever the organisation told us they needed to do, even if it would cause us problems. We just tried to adapt and have come across to the central roster. We have all lost income doing this, we are now working more nights for less money.

Impact of on call work

21. When I work through the night on call, I feel exhausted the following day. I find it is different from working a shift when you are awake through the night. In the morning, you just feel like you are jetlagged as you have only slept in parts and will need to sleep again later in the day once the mornings duties are finalised and you go off shift.
22. The following day after a night shift I can't do the things I like to do. I cannot exercise at a high level, my balance is affected, I cannot ride my motorbike or pushbike. I also find it harder to engage with my partner friends and family. I find that I don't have the energy to socialise, so I tend to withdraw a little bit and miss out.
23. I find that I do not get that regular connection with my partner in an undisturbed space. It is tricky to maintain a relationship when my working patterns are one of the reasons I do not live with my partner. When I am on call, we cannot share the same bed: or he would just be on call with me. That would be unfair to him.
24. I also find it hard to access to fresh and healthy food. This is one thing I really notice. I cannot go to the supermarket after work, because supermarkets are not open late at night. So I do a lot of food preparation to make sure I have healthy food to eat. But this is different from having access to fresh fruit and vegetables as you would after work 9-5pm.
25. I am always weighing up if this job is worth it. I can guarantee that if I was paid any less I would not do this job. Instead, I would take a small pay cut and work as a case manager for similar money and I would still be working hard, but at least I would be working normal hours

in line with my partner friends and family. It's the balance of the eight hour day, it looks after you. If your working hours are not in balance like that you need some sort of special conditions, there is a reason they call it a penalty rate, because you are paying a personal penalty to be working at 3am.

A large black rectangular redaction box covering the signature area.

^{1/1}
WITNESS SIGNATURE

_____Emily Flett_____

WITNESS NAME

DATE: 22-09-19



AFTER HOURS PRACTITIONER AFTER HOURS SERVICE

At Anglicare Victoria our focus is on transforming the futures of children, young people, families and adults. Our work is based on three guiding pillars: Prevent, Protect and Empower.

We strive to create an environment where employees feel valued and rewarded.

By living the Anglicare Victoria values and actively fostering fairness, equality, diversity and inclusion, our people make Anglicare Victoria a truly great place to work.

So come and join us at Anglicare Victoria where there is a rewarding career ready for you in a dedicated, professional team where respecting each other; leading with purpose; working together; and creating a positive difference are valued, and learning and creativity are encouraged.





Position details

Position	After Hours Practitioner
Program	After Hours Service
Classification	SCHADS Award Level 6 (Social Worker Class 3) (Classification will be dependent on qualification and years of experience within the relevant field consistent with the SCHADS Award)
Hours	Part Time or Full Time applications will be considered
Hours per week	Base Hours + OnCall and Recall Allowances
Duration	Ongoing
Fixed term end date	N/A
Location	Collingwood Requirement to complete outreach if required.
Reporting Relationship	Team Leader After Hours Service
Effective date	

Overview of program

Anglicare Victoria are establishing a new Afterhours response team, which will provide an out of business hours crisis response service to relevant program areas. Programs will include but not be limited Residential Care, Home Based Care, Lead Tenant, Youth Refuge and Targeted Care Packages.

This afterhours service will provide high quality risk assessment, advocacy, and will coordinate and manage any complex issues which arise out of business hours.

This support will be provided to clients, staff and volunteers and will primarily be provided by telephone, however in person responses will also occur as needed.

Position Objectives

This section has the position objectives of the position. A maximum of four to six objectives is regarded as sufficient. Please delete rows that are not required.

1.	Be part of a team who delivers a high quality afterhours emergency response to staff, clients and volunteers who present with a range of complex and high risk issues across a range of programs areas.
	Provide immediate response, support, intervention, information, guidance and if required direct care to clients, staff and volunteers.
	Manage and respond to incoming referrals, as well as make any relevant outgoing referrals.
	To work within a professional framework and complete professional documentation as required.
	To provide an in person response if required.

Key responsibilities

This section has the key responsibilities of the position. A maximum of seven responsibilities is regarded as sufficient. Please delete rows that are not required. Focus on the key responsibilities of the role and don't list every task and duty.

The key responsibilities are as follows but are not limited to:


	Be an active part of the emergency afterhours roster, which includes evening, weekend and OnCall/ReCall work, both over the phone and in person when required
	Provide high quality risk assessment and emergency responses to staff, client and volunteers, across a range of services, including statutory services. This will require both phone and in person responses as required.
	Conduct risk assessments to determine the current and ongoing risks, as well as negotiate with relevant stakeholders (including but not limited to: DHHS, Police, Hospitals etc) to implement a response which is in the best interests of all involved.
	Complete timely, accurate and appropriate case notes, CIMS reports and statistical documentation, as well as engage in staff meetings, supervision and other relevant professional forums.
	Work with the team to enable continual improvement to the new service model to further extend our commitment to improving the lives of children, young people and their families.

Key Selection Criteria

The Key Selection Criteria are based on role specific requirements *and* the Anglicare Victoria Capability Framework. Applicants are required to provide a written response to *both* a) and b).

a) Role specific requirements

Applicants are required to provide a written response to the role specific requirements. The five criteria are to be addressed individually (no more than 2 pages in total).

 <p>Role Specific</p>	1. Tertiary qualifications, preferably in social work, psychology or behavioural sciences or equivalent.
	2. Excellent understanding and experience working within the child protection, placement and support, and family service system, including a sound understanding of relevant legislative and policy framework.
	3. Ability to demonstrate excellent communication and negotiation skills, both over the phone and in person, in complex and demanding situations.
	4. Experience in working in fast paced, high pressured situations, which includes triaging complex issues, and negotiating with other stakeholders including statutory services.
	5. Highly developed skills in risk assessment and responding to and managing complex, high risk and critical incidents across statutory and other services, including over the phone and in person responses.
	6. Excellent knowledge of, and experience in the application of relevant theoretical approaches that underpin casework practice to vulnerable children, young people and families.
	7. Highly developed written and organisation skills.

Key Selection Criteria (continued)

b) Anglicare Victoria Capability Framework

Applicants are required to provide a written response to the Anglicare Victoria Capability Framework. Applicants are to describe how they demonstrate the characteristics in each of the two capability groups; **Personal Qualities and Relationship and Outcomes** (no more than 1 page in total).

The Anglicare Victoria Capability Framework describes the capabilities required to meet the expectations of clients, colleagues and communities in today's changing environment.

These capabilities work together to provide an understanding of the knowledge, skills and abilities required of all employees.

Personal Qualities



Displays Resilience

Thrives in a changing environment. Handles ambiguity.

Maintains a positive attitude and continues to deliver exceptional results in the face of challenging situations.

Has a learning mindset

Shows drive and motivation and a commitment to learning. Strives for continual improvement by looking for ways to challenge and develop.

Brings an innovative approach, fresh thinking and curiosity to develop practical solutions.

Shows cultural awareness

Respects difference in all its forms.

Values diversity as a strength and positively utilises diversity.

Relationships and Outcomes



Puts clients first

Acts to make a real difference in their work.

Is passionate about providing exceptional service to clients, customers and end-users.

Works collaboratively

Collaborates with others and values their contribution. Skilled at building strong and authentic relationships.

Demonstrates technical and professional acumen

Creates distinctive value for clients and Anglicare Victoria by applying a range of technical and professional capabilities to deliver quality outcomes.

Leading People



Manages, coaches and develops people

Engages, motivates employees and volunteers to develop their capability and potential.

Inspires direction and purpose

Creates a positive and engaged team environment.

Communicates goals, priorities and vision and recognise achievements.

Leads change

Leads, supports, promotes and champions change, and assist others to engage with change.

Occupational health & safety (OHS)

Anglicare Victoria is committed to ensuring the health and safety of its employees and any other individuals present in our workplaces.

In achieving and maintaining workplace health and safety, Anglicare Victoria will apply best practice in OHS in accordance with statutory obligations at all times.

All Anglicare Victoria employees, contractors and volunteers are required to:

- take reasonable care for their own health and safety and for that of others in the workplace by working in accordance with legislative requirements and the company's OHS policies and procedures
- take reasonable care their actions or omissions do not adversely affect the health and safety of themselves and others
- cooperate with any reasonable directions, policies and procedures relating to health and safety in the workplace
- report all injuries, illness or 'near misses' to their Supervisor or Manager
- participate in relevant health and safety training based on roles and responsibilities
- as required, participate in the development and implementation of specific OHS hazard and risk management strategies.

In addition to the above, positions with supervision or management responsibility are required to ensure a safe and healthy work environment for all employees, clients, contractors and visitors. This can be achieved by ensuring all people are aware of and have access to OHS policies, procedures, training and reporting systems

Cultural Safety in the Workplace

Anglicare Victoria recognises the important and unique contribution Aboriginal and Torres Strait Islander employees make by bringing their unique skills, knowledge and experience to the workplace. They also contribute important insight into how Anglicare Victoria can provide for and engage with Indigenous clients and communities more effectively.

Our Reconciliation Action Plan (RAP) and Workforce Strategy outlines Anglicare Victoria's commitment to leading and facilitating sustainable employment, training, retention and career development opportunities for Aboriginal and Torres Strait Islanders people.

Conditions of employment

- Salary and conditions are in accordance with the [click to select](#). Salary packaging is offered with this position.
- All offers of employment at Anglicare Victoria are subject to a six month probationary period. The staff member will be asked to participate in an annual performance review linked to objectives set out for the position.
- All offers of employment are subject to a satisfactory Criminal History Check, a current Driver's License and an Employment Working with Children Check prior to commencement.

Acceptance of Position Description requirements

To be signed upon appointment

Employee

Name: _____

Signature: _____

Date: _____

CENTRAL AFTER HOURS MASTER ROSTER - Updated 18-08-19

	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Contracted Hours
DATE:	24/08/2019	25/08/2019	26/08/2019	27/08/2019	28/08/2019	29/08/2019	30/08/2019	31/08/2019	1/09/2019	2/09/2019	3/09/2019	4/09/2019	5/09/2019	6/09/2019	
After Hours Practitioners															
BACKUP MANAGERS LIST	SINEAD	SINEAD	TREVOR	TREVOR	TREVOR	TREVOR	TREVOR	TREVOR	TREVOR	LANA	LANA	LANA	LANA	LANA	SE
	NEIL	NEIL	NEIL	NEIL	NEIL	NEIL	NEIL	CAROL	CAROL	CAROL	CAROL	CAROL	CAROL	CAROL	NW
	BRIE	BRIE	BRIE	BRIE	BRIE	BRIE	JACINTA	JACINTA	JACINTA	ANGELA	ANGELA	ANGELA	ANGELA	ANGELA	EAST RESI
			GINA	GINA	GINA	GINA	GINA	DEAN	DEAN	DEAN	DEAN	DEAN	DEAN	DEAN	EAST HBC
			KAREN	KAREN	VIRGINIA	VIRGINIA	KAREN	VIRGINIA	KAREN	KAREN	KAREN	KAREN	KAREN	KAREN	HBC s'port
Team Leader MARK	4.30 - 12am	3pm - 10pm. Recall @ 11pm & 8am-9am	7.30 - 11pm. Recall @ 12am & 8am-9am		10am - 6pm (Admin)	4.30 - 10pm & ReCall 11pm & 8am-9am					4.30 - 10pm & ReCall 11pm & 8am-9am		10am - 6pm (Admin)	10am - 6pm (Admin)	
Total Line Hours	7	7.5	4.5		7.5	6					6		7.5	7.5	53.5
Super-Melissah															Supervision
Team Leader SANDRA			10am - 6pm (Admin)	4.30 - 12am	11am - 7pm (Admin)	10am - 6pm (Avail by Phone)			9am - 5pm	10am - 6pm (Admin)		10am - 6pm (Admin)	4.30 - 12am	Additional 4.30 - 12am	
Total Line Hours			7.5	7	7.5	7.5			7.5	7.5		7.5	7	7	66
Super-Melissah				Supervision											
SARAH	9am - 5pm	4.30 - 12am		7.30 - 11pm. Recall @ 12am & 8am-9am	Super 12pm-1.30pm and 2.30-4.30 Mtg	4.30 - 12am				4.30 - 12am					
Total Line Hours	7.5	7		4.5	4.5	7				7					37.5
Super-Sandra					12-1.30pm										
EMILY		Annual Leave 9am - 5pm	3pm - 12am		2.30 - 4.30 Mtg & 4.30pm - 12.00am		4.30 - 12am			7.30 - 11pm. Recall @ 12am & 8am-9am	SICK 7.30 - 11pm. Recall @ 12am & 8am-9am	4.30pm - 10pm & ReCall 11pm & 8am-9am			
Total Line Hours			8.5		9		7			4.5	4.5	4+2			41
Super-Sandra		A/L	3.00-4.30pm												
LINDA					2.30-4.30 Mtg			9am - 5pm	4.30 - 12am		Super 3pm - 4.30pm & 4.30 - 10pm. Recall @ 11pm & 8-9am	6pm - 11pm. Recall @ 12am & 8am-9am			
Total Line Hours					2			7.5	7		7.5	6			30
Super-Sandra										3pm - 4.30pm					
TAMMY					2.30 - 4.30 Mtg & 7.30 - 11pm. Recall @ 12am & 8am-9am	7.30 - 11pm. Recall @ 12am & 8am-9am			3pm - 10pm. Recall @ 11pm & 8am-9am		4.30 - 12am	4.30 - 12am	Super 6pm - 7.30pm & 7.30 - 11pm. Recall @ 12am & 8am-9am		
Total Line Hours					9	4.5			7.5		7	7	6		41
Super-Sandra													6 - 7.30pm		
TU		4.30 - 10pm & ReCall 11pm & 8am-9am			2.30 - 4.30 Mtg & 4.30 - 10pm & ReCall 11pm & 8am-9am		4.30 - 10pm & ReCall 11pm & 8.30am-9.30am	7.30 - 11pm. Recall @ 12am & 8.30-9.30am	7.30 - 11pm. Recall @ 12am & 8am-9am				ANNUAL 4.30 - 10pm & ReCall 11pm & 8am-9am		
Total Line Hours		6			8		6	4.5	4.5				6		35
Super-Mark			7.30 - 9pm												
PAUL				4.30 - 10pm & ReCall 11pm & 8am-9am	2.30-4.30 Team Mtg & 4.30-6PM Super (Dble Time)			4.30pm - 12am		Active	Active	Active		4.30 - 12am A/L	
Total Line Hours				6	3.5			7		6	6	6		7	41.5
Super-Mark					4.30-6PM										
VICTOR	7.30 - 11pm. Recall @ 12am & 8.30-9.30am	7.30 - 11pm. Recall @ 12am & 8.00-9.00am	Active		2.30-4.30 Mtg and Super 4.30-6pm	Active	7.30 - 11pm. Recall @ 12am & 8.30-9.30am	Additional Shift		Active	Additional Shift			7.30pm - 11pm & OnCall and 8.30am 9.30am	
Total Line Hrs	4.5	4.5	6		3.5	6	4.5			6				4.5	39.5
Super-Sandra					4.30 - 6pm										
BRENDAN	3pm - 10pm OnCall and 8.30am-9.30am				2.30-4.30 Mtg									LWOP 4.30 - 10pm & ReCall 11pm & 8.30-9.30am	
Total Line Hrs	7.5				2									6	15.5
Super-Mark														4.30 - 6pm	
VACANT SHIFTS								3pm - 10pm OnCall and 8.30am-9.30am Victor		7.30 - 11pm. Recall @ 12am & 8am-9am		4.30 - 10pm & ReCall 11pm & 8am-9am	4.30 - 10pm & ReCall 11pm & 8.30-9.30am		
Total Line Hrs								7.5				6	6		7.5
STAFF NAME:								VICTOR		VICTOR		BRENDAN			

DATE:	24/08/2019	25/08/2019	26/08/2019	27/08/2019	28/08/2019	29/08/2019	30/08/2019	31/08/2019	1/09/2019	2/09/2019	3/09/2019	4/09/2019	5/09/2019	6/09/2019	
Active Outreach Practitioners NORTH WEST															
VICTOR			11.30pm - 6am			11.30pm - 6am				11.30pm - 6am					
Total Line Hrs			6			6				6					18
NICOLE	11.30pm - 6am	11.30pm - 6am		11.30pm - 6am	1.30-2.30 Supervision & 2.30-4.30 Mtg & 11.30pm - 6am		11.30pm - 6am				Annual 11.30pm 6am	Annual 11.30pm 6am			
Total Line Hrs	6	6		6	9		6				6	6			45
NW VACANT LINE					Supervision & 2.30-4.30 Mtg			11.30pm - 6am	11.30pm - 6am				11.30pm - 6am	11.30pm - 6am	
Total Line Hrs					3			6	6				6	6	27
STAFF NAME:								CHRISTINE	RICHARD		Victor		RICHARD	RICHARD	
Active Outreach Practitioners SOUTH EAST															
PAUL										11.30pm - 6am	11.30pm - 6am	11.30pm - 6am			
Total Line Hrs										6	6	6			18
SE VACANT LINE	11.30pm - 6am	11.30pm - 6am	11.30pm - 6am	11.30pm - 6am	11.30pm - 6am	11.30pm - 6am	11.30pm - 6am	11.30pm - 6am	11.30pm - 6am				11.30pm - 6am	11.30pm - 6am	
Total Line Hrs	6	6	6	6	6	6	6	6	6				6	6	66
STAFF NAME:	RICKY	Tina Su'a (BW)	DENG - No Show	DENG	Moevasa BW	Transitions Matthew Uyanna	Barnabus BW	Barnabus BW	Transitions Akoi Guong						RICKY

Siju Poplar Line & Availability			Poplar House 4pm-12am	Poplar House 4pm-12am				Poplar House 8:30-4:30	Poplar House 8:30-4:30	Poplar House 4pm-12am	Poplar Team Meeting 11am-1pm	Not Available Until Early November - Get well soon Siju!			
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September
Wed 4th – through to – Sunday 15th

Works on Level 2 Refurb – Team can remain in Level 1, but will need to utilise bottom level car park as Level Car Park will be used by tradesman.

October
Thurs 3rd – through to – Fri 14th (except Oct 4th)

Works on Level 2 Refurb - Office Closed – Plan for After Hours Team to all Work From Home.

October
Fri 4th

CENTRAL AFTER HOURS MASTER ROSTER - Updated 01-09-19

	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Contracted Hours
DATE:	7/09/2019	8/09/2019	9/09/2019	10/09/2019	11/09/2019	12/09/2019	13/09/2019	14/09/2019	15/09/2019	16/09/2019	17/09/2019	18/09/2019	19/09/2019	20/09/2019	
After Hours Practitioners															
BACKUP MANAGERS	LANA	LANA	SINEAD	SINEAD	SINEAD	SINEAD	SINEAD	LISA	LISA	LISA	LISA	LISA	LISA	LISA	SE
BACKUP MANAGERS	ANGELA	ANGELA	ANGELA	ANGELA	ANGELA	ANGELA	ANGELA	ANGELA	ANGELA	ANGELA	ANGELA	ANGELA	ANGELA	ANGELA	NW
HBC support	TORI	TORI	TORI	TORI	TORI	TORI	TORI	MICHELE	MICHELE	MICHELE	MICHELE	MICHELE	MICHELE	MICHELE	HBC
Team Leader	KAREN	KAREN	VIRGINIA	VIRGINIA	VIRGINIA	VIRGINIA	VIRGINIA	KAREN	KAREN	KAREN	KAREN	KAREN	KAREN	KAREN	HBC s'port
MARK	4.30 - 12am	3pm - 10pm. Recall @ 11pm & 8am-9am	7.30 - 11pm. Recall @ 12am & 8am-9am		10am - 6pm (Admin)	4.30 - 10pm & ReCall 11pm & 8am-9am					4.30 - 10pm & ReCall 11pm & 8am-9am		10am - 6pm (Admin)	10am - 6pm (Admin)	
Total Line Hours	7	7.5	4.5		7.5	6					6		7.5	7.5	53.5
Super-Melissah															Supervision
SANDRA			10am - 6pm (Admin)	4.30 - 12am	11am - 7pm (Admin)	10am - 6pm (Avail by Phone)			9am - 5pm	10am - 6pm (Admin)		10am - 6pm (Admin)	4.30 - 12am		
Total Line Hours			7.5	7	7.5	7.5			7.5	7.5		7.5	7		59
Super-Melissah			Supervision												
SARAH	9am - 5pm	4.30 - 12am		7.30 - 11pm. Recall @ 12am & 8am-9am	Super 12pm-1.30pm and 2.30-4.30 Mtg	4.30 - 12am		4.30pm - 12am		4.30 - 12am					
Total Line Hours	7.5	7		4.5	4.5	7		7		7					44.5
Super-Sandra					12-1.30pm										
EMILY		9am - 5pm	3pm - 12am		2.30 - 4.30 Mtg & 4.30pm - 12.00am		4.30 - 12am			7.30 - 11pm. Recall @ 12am & 8am-9am	7.30 - 11pm. Recall @ 12am & 8am-9am	7pm - 10pm & ReCall 11pm & 8am-9am			
Total Line Hours		7.5	8.5		9		7			4.5	4.5	4			45
Super-Sandra			3.00-4.30pm												
LINDA					2.30-4.30 Mtg			9am - 5pm	4.30 - 12am			Super 3pm - 4.30pm & 4.30 - 10pm. Recall @ 11pm & 8-9am	6pm - 11pm. Recall @ 12am & 8am-9am		
Total Line Hours					2			7.5	7			7.5	6		30
Super-Sandra												3pm - 4.30pm			
TAMMY					2.30 - 4.30 Mtg & 7.30 - 11pm. Recall @ 12am & 8am-9am	7.30 - 11pm. Recall @ 12am & 8am-9am			3pm - 10pm. Recall @ 11pm & 8am-9am		4.30 - 12am	4.30 - 12am	Super 6pm - 7.30pm & 7.30 - 11pm. Recall @ 12am & 8am-9am		
Total Line Hours					9	4.5			7.5		7	7	6		41
Super-Sandra													6 - 7.30pm		
TU			4.30 - 10pm & ReCall 11pm & 8am-9am		2.30 - 4.30 Mtg & 4.30 - 10pm & ReCall 11pm & 8am-9am		4.30 - 10pm & ReCall 11pm & 8.30am-9.30am	7.30 - 11pm. Recall @ 12am & 8.30-9.30am	7.30 - 11pm. Recall @ 12am & 8am-9am				4.30 - 10pm & ReCall 11pm & 8am-9am		
Total Line Hours			6		8		6	4.5	4.5				6		35
Super-Mark			7.30 - 9pm												
PAUL				4.30 - 10pm & ReCall 11pm & 8am-9am	2.30-4.30 Team Mtg & 4.30-6PM Super (Dble Time)			4.30pm - 12am A/L		Active	Active	Active		4.30 - 12am	
Total Line Hours				6	3.5			7		6	6	6		7	41.5
Super-Mark					4.30-6PM										
VICTOR	7.30 - 11pm. Recall @ 12am & 8.30-9.30am	7.30 - 11pm. Recall @ 12am & 8.00-9.00am	Active		2.30-4.30 Mtg and Super 4.30-6pm	Active	7.30 - 11pm. Recall @ 12am & 8.30-9.30am	Additional Shift		Active				7.30pm - 11pm & OnCall and 8.30am-9.30am	
Total Line Hrs	4.5	4.5	6		3.5	6	4.5			6				4.5	39.5
Super-Sandra					4.30 - 6pm										
BRENDAN	3pm - 10pm OnCall and 8.30am-9.30am				2.30-4.30 Mtg			10am-3pm SUPPORT						4.30 - 10pm & ReCall 11pm & 8.30-9.30am	
Total Line Hrs	7.5				2			5						6	20.5
Super-Mark														4.30 - 6pm	
VACANT SHIFTS								3pm - 10pm OnCall and 8.30am-9.30am Victor							
Total Line Hrs								7.5							7.5
STAFF NAME:								VICTOR							
DATE:	7/09/2019	8/09/2019	9/09/2019	10/09/2019	11/09/2019	12/09/2019	13/09/2019	14/09/2019	15/09/2019	16/09/2019	17/09/2019	18/09/2019	19/09/2019	20/09/2019	
Active Outreach Practitioners NORTH WEST															
VICTOR			11.30pm - 6am			11.30pm - 6am				11.30pm - 6am					
Total Line Hrs			6			6				6					18
NICOLE	11.30pm - 6am	11.30pm - 6am		11.30pm - 6am	1.30-2.30 Supervision & 2.30-4.30 Mtg & 11.30pm - 6am		11.30pm - 6am				11.30pm - 6am	11.30pm - 6am			
Total Line Hrs	6	6		6	9		6				6	6			45
NW Main Road West					Supervision & 2.30-4.30 Mtg			11.30pm - 6am	11.30pm - 6am				11.30pm - 6am	11.30pm - 6am	
Total Line Hrs					3			6	6				6	6	27
STAFF NAME:								CHRISTINE	RICHARD				HENRY	RICHARD	
Active Outreach Practitioners SOUTH EAST															
PAUL										11.30pm - 6am	11.30pm - 6am	11.30pm - 6am			
Total Line Hrs										6	6	6			18
SE Kershaw Drive	11.30pm - 6am	11.30pm - 6am	11.30pm - 6am	11.30pm - 6am	11.30pm - 6am	11.30pm - 6am	11.30pm - 6am	11.30pm - 6am	11.30pm - 6am				11.30pm - 6am	11.30pm - 6am	
Total Line Hrs	6	6	6	6	6	6	6	6	6				6	6	66
STAFF NAME:	RICKY	Kuda Mashatise Transitions	Njokuocha Ikechukwu	Njokuocha Ikechukwu	Njokuocha Ikechukwu	Tina S'ua	RICKY	Tina S'ua	Tina S'ua						RICKY
SE Popes Road (Additional)					11pm-8am	11pm - 8am	11pm - 8am	11pm - 8am		11pm - 8am	11pm - 8am	11pm - 8am	11pm - 8am	11pm - 8am	
Total Line Hrs					8.5	8.5	8.5	8.5		8.5	8.5	8.5	8.5	8.5	76.5
STAFF NAME:					Tina S'ua	Barnabas Tavuu'i-leota (BWx)	Barnabas Tavuu'i-leota (BWx)	Barnabas Tavuu'i-leota (BWx)	Barnabas Tavuu'i-leota (BWx)	Barnabas Tavuu'i-leota (BWx)	Barnabas Tavuu'i-leota (BWx)	Barnabas Tavuu'i-leota (BWx)		Barnabas Tavuu'i-leota (BWx)	

September
Wed 4th – through to – Sunday 15th

Works on Level 2 Refurb – Team can remain in Level 1, but will need to utilise bottom level car park as Level Car Park will be used by tradesman.

October
Thurs 3rd – through to – Fri 14th (except Oct 4th)

Works on Level 2 Refurb - Office Closed – Plan for After Hours Team to all Work From Home.

October
Fri 4th

MA000100<<PRxxxxx>>
FAIR WORK COMMISSION

DRAFT DETERMINATION

Fair Work Act 2009

s.156 - 4 yearly review of modern awards

**4 yearly review of modern awards –
(AM2014/47)**

**SOCIAL, COMMUNITY, HOME CARE AND DISABILITY SERVICES
INDUSTRY AWARD 2010**

[MA000100]

Social, Community, Home Care and Disability Services Industry

COMMISSION MEMBER

PLACE, DATE

A. Further to the Decision issued by the Fair Work Commission on the above award is varied as follows:

1. By inserting the following words at clause 3.1:

Workplace means a place where work is performed except for the employee's residence.

2. By deleting clause 25.3 and inserting a new clause 25.3 as follows:

25.3 Rostered days off

Employees, other than a casual employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, days off will be consecutive. For the purposes of this sub-clause, duty includes time an employee is on call.

3. By deleting clause 28.4 and inserting a new clause 28.4 as follows

28.4 Recalled to work overtime

(a) An employee who is recalled to work overtime after leaving the workplace

