

Realcare Sydney Pty Ltd Support Worker Contract

Agreement Date: _____

Between: Realcare Sydney Pty Ltd

And (Name): _____

Of (Address): 33 Valerie Avenue ,Baulkham Hills, NSW 2153

1. DEFINITIONS

“Assignment” means the period during which you are required by Realcare Sydney Pty Ltd to perform services for a client;

“Client” means the person for whom Realcare Sydney Pty Ltd has agreed to provide temporary personnel to perform services;

“Services” means the services you are required to perform to the client during the assignment;

“Casual Employee” means an Employee of the Company employed under this Agreement Level 1 – pay point 3;

“Travel Allowance” means the amount paid where an Employee is required to use his or her motor vehicle on official business, excluding travel from the Employee's home to the first place of work and return to home at the end of his or her duties.

2. THE ENGAGEMENT

Realcare Sydney Pty Ltd will offer you assignments as a Casual worker to perform the duties on assignments, as advised by your consultant, for any client of Realcare Sydney Pty Ltd on a required basis.

The terms of this agreement apply to any assignment which you are offered by Realcare Sydney Pty Ltd and which you accept.

Each assignment constitutes a separate and distinct engagement with Realcare Sydney Pty Ltd. Each assignment is not to be regarded as continuous with any previous assignment you have performed for any client of Realcare Sydney Pty Ltd.

An assignment offered directly by client is void until it is confirmed by Director Aimee of Realcare Sydney Pty Ltd.

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An Employee will be engaged as a Support Worker and may be required to undertake work as Domestic Care, Personal and Respite Care, Residential Support Care or Live- in Care in accordance with the roster and allocation of work to suit the needs of the business, client, or Employee.

3. ASSIGNMENTS

You acknowledge and agree that:

The nature of your engagement as a casual worker means that there may be no suitable work is available for you; Realcare Sydney Pty Ltd is under no obligation to offer you any assignments; Your suitability for any assignment will be determined solely by Realcare Sydney Pty Ltd ; and Realcare Sydney Pty Ltd has no liability to you for any payment of wages, salary, leave entitlements or otherwise, Realcare Sydney Pty Ltd should not offer you any assignment or for periods where you are not performing an assignment.

Realcare Sydney Pty Ltd carries no liability of claims for an assignment that is not offered by Realcare Sydney Pty Ltd, Realcare does not guarantee the duration or length of any assignment offered to you. The period of any assignment performed by you may only be extended if Realcare Sydney Pty Ltd has given its prior approval. You must notify Realcare Sydney Pty Ltd if the client wishes to extend an assignment performed by you. You agree to notify Realcare Sydney Pty Ltd if the Client offers you a permanent position, contract, or any further assignments. If you do not inform Realcare Sydney Pty Ltd immediately of offers being made directly to you, Realcare Sydney Pty Ltd takes on no claims or liabilities of injuries or incidents that occur during the time you complete that assignment for the client.

Realcare Sydney Pty Ltd must know every assignment you are to complete before you are to complete it. Realcare Sydney Pty Ltd has records of all assignments requested, booked, allocated and confirmed. Any assignment completed outside these parameters is not regarded by Realcare Sydney Pty Ltd and Realcare Sydney Pty Ltd takes no liabilities or claims for those assignments.

4. Casual Employees

Casual Employees are employed on an hourly basis and receive a 25% Casual loading on the ordinary hourly rate, which is in lieu of annual leave, sick leave and public holiday. Casual workers are less likely to have regular or guaranteed hours of work. All allowances and shift loadings in this Agreement are paid to Casual Employees, but are to be based on the ordinary hourly rate for the Employee's work category.

Work by a Casual Employee that constitutes overtime, or is worked on a weekend or public holiday, is paid at the rates does not attract the Casual loading.

A Casual Employee's employment may be terminated by giving one hour's notice. An Employee in this classification may have a Certificate III in Community Care - Aged Care Work, relevant Certificate IV qualification or have relevant experience or on- the-job training commensurate with the requirements.

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5. Superannuation

A superannuation fund of your choice. The Company will contribute the required amount to your chosen fund as provided in the Superannuation Guarantee Act 1992.

The minimum contribution is 9.5% at the commencement of this Agreement.

The Employee shall notify the Company of their choice of approved fund within 28 days of commencing employment. Should the Employee fail to do so the Company has the right to make contributions to the Company's default fund.

In addition to the Company's statutory contributions to the Fund an Employee may make additional contribution from their salary and on receiving written authorisation from the Employee the Company must commence making contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992 as varied from time to time. Superannuation fund payments will be made in accordance with trust fund deeds.

6. Hours

Except in unforeseen circumstance, all Employees will ordinarily be entitled to a minimum of 10 hours break between finishing work on one day and commencing work on the next.

Your ordinary hours will be worked between Monday to Sunday, may be changed at any time by mutual agreement, depend upon the needs of our Clients. Any variation to your ordinary hours will be forwarded to you in the form of a roster. If you are not in agreeance with the information contained, you must contact Realcare Sydney Pty Ltd immediately on receipt of the written amendments.

You may be required to work reasonable additional hours to perform your duties.

7. Break

An unpaid break of thirty (30) minutes during will be taken according to work requirement, not less than three hours but no greater than five hours after the normal starting time of a staff person. The time of taking a break shall be agreed between the staff person and the Company.

Staff who are required to work on their own and have a duty of care to people with a disability will be relieved by other staff person, if practicable. If it is not practicable to provide a relief staff person, the staff person must use their own judgement as to how they take their break.

8. Client Cancellation

Where a rostered service is cancelled with less than two hours prior notice the Employee will be paid a 1-hour cancellation fee at the rostered rate.

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9. Rosters

The roster of Employees may be varied by the Company by providing at least one week's notice. Change of roster with less than one week's notice will only be due to emergency situations, or circumstances outside the Company's control.

10. Weekend Rates

Employees will be paid the following hourly rates of pay for all work on weekends (unless the hours worked on the weekend are in excess of the Employee's ordinary hours of work, in which case the provisions apply):

- (1) for all services provided on a Saturday:
Time and one half on the ordinary hourly rate, to continue until the completion of the overtime work.
- (2) For all services provided on a Sunday:
Double time on the ordinary hourly rate, to continue until the completion of the overtime work.
- (3) These hourly rates shall be in substitution for and not cumulative upon any shift work allowances.
- (4) For the purpose of this clause, the rates defined shall apply in respect of ordinary hours of work only and shall apply to all Employees.

11. Allowances

Social and community services employee – Casual

Classification	Hourly pay rate	Saturday	Sunday	Public holiday	Afternoon shift	Night shift
Level 1 - pay point 1	\$26.50	\$31.80	\$42.40	\$58.30	\$29.15	\$29.68
Level 1 - pay point 2	\$27.39	\$32.87	\$43.82	\$60.25	\$30.13	\$30.67
Level 1 - pay point 3	\$28.38	\$34.05	\$45.40	\$62.43	\$31.21	\$31.78
Level 2 - pay point 1	\$33.45	\$40.14	\$53.52	\$73.59	\$36.80	\$37.46
Level 2 - pay point 2	\$34.50	\$41.40	\$55.20	\$75.90	\$37.95	\$38.64
Level 2 - pay point 3	\$35.55	\$42.66	\$56.88	\$78.21	\$39.11	\$39.82
Level 2 - pay point 4	\$36.50	\$43.80	\$58.40	\$80.30	\$40.15	\$40.88

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For Realcare Sydney Pty Ltd, if you have a certificate III will pay you Level 1 - pay point 3

Casual Hourly pay rate \$28.38 (Monday– Friday 6:00am-8:00 pm)

Saturday \$34.05, Sunday \$45.40, Public holiday \$62.43,

Afternoon shift \$31.21 (Monday– Friday 8:00pm-12:00 am),

Night shift \$31.78 (Monday– Friday 12:00 am - 6:00 am)

This rate will be increase after every year 01 July

Any payment for overtime, in accordance with weekend work, public holiday, or overnight care (sleepover) clauses within this Agreement, not in conjunction with that allowance, even if the overtime hours, weekend hours and hours on public holidays fall outside the spread of ordinary hours for the Employee.

12. Meal Allowance

An Employee required to provide a 24hours service shall be entitled to a meal allowance payment of \$9.00 per meal for three meals per day during a 24hour Care shift, except where the Company provides a suitable meal.

An Employee required to work overtime which is continuous with normal working hours for more than two hours without being notified on the previous day or earlier that he or she will be so required to work shall be paid a meal allowance payment of \$9.00 for the purchase of a meal, except where the Company provides a suitable meal.

13. Travel Allowance

Employees are required to have their own vehicle and ensure such a vehicle is registered and is in a roadworthy condition and has a Compensation Insurance. Employees must also have a valid driver's licence and be fit to operate a motor vehicle during the Employee's hours of work. Due to the nature of the Company's business, this is an inherent requirement of the role.

Travel for Official Company Business

- (1) If an Employee is required to use his or her motor vehicle for the purposes of official business for the Company, the Employee will be paid at the rate of 78 cents per kilometre travelled.
- (2) If an Employee is required to use public transport for official business for the Company, the Company will reimburse the Employee for actual expenses incurred in that travel.

Travel Between Consecutive Clients

- (1) Where the Employee is required to travel between locations to work with consecutive clients and the locations are within one hour apart or where the payment can be recovered from the client, the Employee shall be paid a travel allowance at the rate of 78 cents for every kilometre travelled for the purposes of travelling to the next client.

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- (2) The Employee will only receive a travel allowance in respect of each kilometre travelled when actually travelling to the next place of work, and therefore payment of the travel allowance will be calculated (utilising where necessary internet based road map distance programs) in accordance with the actual distance between locations by the shortest route by road. If, during the non-working period between rostered shifts for consecutive clients, the Employee conducts travel other than as between clients, the Employee will not be paid for that travel and will only be paid for the distance travelled between consecutive clients to the exclusion of all other travel undertaken in that period.

Employees will not be paid a travel allowance of any kind for any travel

- (1) to the Employee's place of work, or
(2) from his or her place of work.

14. Training

All Employees have a responsibility to maintain and upgrade their skills in line with the requirements of their position.

Every Employee must:

- (1) attend training when required to meet statutory responsibilities, including but not limited to, fire and emergency training, manual handling training, food handling.
(2) comply with any skill audits and internal assessments relating to continuous quality improvement and pertaining to completion of their role in each twelve-month period.

15. Personnel Protective Equipment

Where Personnel Protective Equipment (PPE) has been assessed by the Clients as a requirement for the position or for the Employees safety, the Clients will supply the Employee with PPE. PPE will be replaced on the basis of usage (if disposable) and fair wear and tear.

16. Agreement Objectives

The parties agree that the objectives of the Agreement are to facilitate:

- (1) The satisfaction of its clients' needs by providing service of the highest quality by motivated Employees who are committed to achieving the highest standards of service quality, continuity and client confidentiality;
(2) The creation of a quality environment which is conducive to a flexible work organisation well placed to meet changing customer priorities, markets and technology;

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- (3) A climate which provides support for individuals to enhance their existing skills and develop a broader range of skills thereby providing improved job satisfaction and opportunities;
- (4) Making the Company a viable, productive and enduring business offering secure employment and worthwhile careers for Employees;
- (5) The fostering of an environment in which Employees care about and take pride in their work.

If you are unable to work for any reason on an assignment you must inform Realcare Sydney Pty Ltd representative no later than 4 hours on the first day of absence to enable alternative arrangements to be made.

If you use your personal car on the business of Realcare Sydney Pty Ltd or the client, or to and from work, you must have your own insurance, or accept all insurance liabilities as your own. You understand that Realcare Sydney Pty Ltd or the client does not insure your motor vehicle for any purpose.

You must not: accept work knowing that when you arrive at work you will be under the influence or drugs or alcohol; attend work while under the influence of drugs or alcohol; have illegal drugs or alcohol in your possession while at work or while on the client's premises; have any other types of drugs on in your possession while at work or while on the company of or on client premises without the knowledge and consent of Realcare Sydney Pty Ltd (other than that of medicinal purposes).

When you are introduced to a client by Realcare Sydney Pty Ltd, you may not work directly for the client (this includes through another agency) till after 3 months of seizing work with the client from Realcare Sydney Pty Ltd. You must wait 3 months after your last shift/assignment with Realcare Sydney Pty Ltd before you can represent yourself directly or through another agency for that client. If you start work through another agency or directly for the client before 3 months stated above, a written permission must be obtained from Realcare Sydney Pty Ltd. Otherwise, monetary penalties will apply. The fee will be calculated on the loss of Realcare Sydney Pty Ltd or \$20,000 Whichever is higher.

17. CONFIDENTIALITY

You must not, at any time, disclose to any person, or use for your own or any other person's benefit, any information in relation to the employees, business affairs, transactions or finances of Realcare Sydney or its clients (which information is not available in public domain). At the conclusion of, or at any time during, the assignment for whatever reason, you must, if required by the client or Realcare Sydney Pty LTD , deliver to the client or Realcare Sydney Pty Ltd all books, documents, materials, equipment and any other property (including copies) belonging to or

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relating to the business of the client or Realcare Sydney Pty Ltd which is in your possession or under your control.

You must, if required by Realcare Sydney Pty Ltd or the client, sign any privacy or confidentiality undertakings required.

18. AMENDMENT

Realcare Sydney Pty Ltd may at any time make an amendment to this contract which will be circulated to you as a notification of amendment and will automatically constitute as part of this contract.

You agree to be bound by the terms of all future amendments and that Realcare Sydney Pty Ltd will consider you bound by those terms unless you advise Realcare Sydney Pty Ltd otherwise immediately upon receipt of said notification.

19. GOVERNING LAW

This agreement is governed by the laws of the state or territory of Australia in which you are engaged by Realcare Sydney Pty Ltd.

20. DEPARTMENT OF IMMIGRATION

In the event that you are a: national of another country; and/or on a student/section 457; or other visa which restricts your hours of work, you must advise us of that restriction and you must let us know when you are returning to your homeland either for holidays or permanently, to ensure we meet our obligations to the Department of Immigration.

21. Policy

- (1) Support workers are required to be on time to every shift.
- (2) Support workers are to call the office number 02 8660 0061 or 0434 199 680 if running more than 5 mins later or ASAP after realizing that they may run late in arriving.
- (3) Support workers cannot change times / dates of service directly with clients, all changes must be requested through the office. Any change requested by the client, must be communicated verbally to us the must be emailed / smsed straight to us for follow up with Case Workers of the family and cannot be confirmed via the support worker.
- (4) Support workers are to CALL the office immediately for any shift cancellations and provide a preferred minimum of 12+ hours' notice.
- (5) Support worker, when driving, must have comprehensive Insurance and their vehicles.
- (6) Support workers are to arrive to work well presented with CLOSED NON- SLIP SOLE SHOES. Workers are to wear GLOVES, APRONS and SHOE COVERINGS WHEN DOING

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PERSONAL CARE. Workers are to wear Gloves when completing Domestic Assistance work.

- (7) When arriving to a client's home, if the client is not at home. Call 0434 199 680 immediately and check all doors and check around the house to make certain the client has not injured a fall or hurt themselves.
- (8) Upon arrival at any client's home, you will find a folder with a Care Plan and timesheets. All instructions in the client's care plan must be followed and signed off.
- (9) Support Workers are NOT to take ANY family members to shifts, this includes Mums, Dads, Brothers, Husbands –NO ONE except the support worker rostered is to enter a client's home where they are rostered to work.
- (10) Support workers are representing the Company with a good attitude, observe OH &S Rules of the environment and maintain accurate manual handling techniques when working.
- (11) Feedback and Documentation is ESSENTIAL, please email us straight away ANY incidents of abuse, hurt, injury, change in behaviors. We appreciate when you call us however, when talking words / incidents can be misinterpreted. For legal reasons, we require all such communication to be via email / in writing and as soon as possible after you observe the incident.
- (12) Support workers cannot speak to clients about other clients they visit as this is breach of confidentiality and privacy.
- (13) Support workers must not complain to clients regarding pay conditions and mileage etc.
- (14) Support workers must wear ID cards to every shift, and when meeting a client for the first time, appropriately introduce yourself and what you are there to do.
- (15) Support workers must follow all instructions in the care plans and not do MORE or LESS than what is required.
- (16) Support workers must not stay Longer or Leave Earlier than the shift times.
- (17) Support workers are not be aggressive, abusive, threaten and or intimidate a client, or office staff in ANY circumstance.

Once you respond with READ, you confirm you have READ and UNDERSTOOD our Home Care Guidelines and ANY BREACH of Policy could result in Instant Dismissal and you will no longer be welcome to work with Realcare Sydney Pty Ltd. This Agreement represents the entirety of the agreement made between the Company and its Employees in relation to terms and conditions of employment and it is agreed that no further claims may be made, nor industrial action engaged in, by either party during the life of the Agreement.

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ACKNOWLEDGEMENT

Both parties to this Agreement consider the covenants, obligations and restrictions contained in it to be reasonable in all the circumstances.

I, _____ of _____ have:
(Insert your name) (Insert your address)

- (a) Read and understand these conditions of employment;
- (b) Will abide by these conditions of employment and;

Dated this _____

Employee's Signature: _____

Company : Realcare Sydney Pty Ltd.

Signature:..... Full Name:.....

Address:.....

Position: Date:/...../.....

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