

Quality Lifestyle Alliance Incorporated

Contract of Employment – Permanent Part Time

Employee's Full Name:

Employee's Address:

Primary Functions

“Quality Lifestyle Alliance Inc. aims to provide a lifestyle support service managed by people with a disability for people with a disability. The Organisation aims to empower and enable people to the greatest extent possible, through securing flexible and responsible networks appropriate to each individual’s life situation.”

On behalf of Quality Lifestyle Alliance Inc., we are delighted to offer you employment as a Permanent Part Time Home Care Employee on the terms set out in this letter. In addition, some of your conditions of employment will be regulated by parts of the *Social, Community, Home Care and Disability Services Award 2010* as a matter of law but the terms of the Award do not form part of your contract of employment.

We take pleasure in welcoming you to Quality Lifestyle Alliance Inc. and look forward to a mutually beneficial relationship.

1 Position

- 1.1 You will be employed in the position of a **Home Care Employee**. This is a ____ (level) classification under the Award.
- 1.2 Your employment is a **Permanent Part Time** appointment. Your employment relates to **Service Users**:
 - _____ (location)

If in the course of your employment, you are asked to support other **Service Users**, you will be provided with a duty statement that relates to that **Service User**.
- 1.3 The Duty Statements with respect to those **Service Users** are attached as a bundle at **Schedule 3** to this Agreement.
- 1.4 You will be required to perform your duties at the Locations of the **Service Users** and/or as advised to you at places and locations from time to time by Quality Lifestyle Alliance Inc.
- 1.5 As a Permanent Part Time employee in accordance with this Offer of Employment document, due to the nature of the position, it is a condition of your employment in this position that you undergo a criminal history screening check. If you fail to meet the criminal history screening process, your employment will be terminated immediately.

2 Commencement and Term

- 2.1 Your employment will commence on _____ (date) and you will be engaged to work on a Permanent Part Time basis in accordance with our operational requirements related to the arrangements we have with the **Service Users** and in accordance with the Duty Statements at **Schedule 3** to this agreement
- 2.2 Even if your position changes during your employment with Quality Lifestyle Alliance Inc., the required period of notice will remain as set out in this letter where you continue to be engaged as a Permanent Part Time employee.

3 Duties

- 3.1 You will report to _____ (Case Manager) and will work under her direction, or the direction of the persons in that position or such other position determined by Quality Lifestyle Alliance Inc. from time to time.
- 3.2 A general description of the initial requirements of your position is set out in the attached **Position Profile** (at **Schedule 1**). Quality Lifestyle Alliance Inc. may vary the Position by adding or subtracting particular requirements of the Position at any time as long as it does not (without your consent) substantially change the nature of the Position or require you to do things which are beyond your competence.
- 3.3 Your duties for each of the **Service Users** to whom you will be providing support through your Permanent Part Time employment are set out in the attached Duty Statements at **Schedule 3** to this agreement.
- 3.4 You must:
- (a) Perform to the best of your abilities and knowledge the duties assigned to you by Quality Lifestyle Alliance Inc.;
 - (b) Serve Quality Lifestyle Alliance Inc. faithfully and diligently to the best of your ability;
 - (c) Use all reasonable efforts to promote the interests of Quality Lifestyle Alliance Inc.;
 - (d) Act in Quality Lifestyle Alliance Inc. best interests;
 - (e) Comply with all directions of Quality Lifestyle Alliance Inc.;
 - (f) Comply with all law applicable to your position and the duties assigned to you;
 - (g) Report to the person or persons nominated by Quality Lifestyle Alliance Inc. from time to time; and
 - (h) Report to your Case Manager or Manager any critical incident that occurs urgently and at the outside within twenty four (24) hours of the event happening.
- 3.5 Without limiting **clause 3.2** and **3.3** above, you must:
- (a) Assist in the training of other employees as required by Quality Lifestyle Alliance Inc.; and
 - (b) Undertake any training course in relation to enhancing or broadening your work skills as required by Quality Lifestyle Alliance Inc.

4 Higher Duties

- 4.1 If you are engaged in any duties carrying a higher wage rate (that is the minimum wage rate under the Award for that classification) than the classification in which you are ordinarily employed in any one day or shift you will be paid at the higher wage rate as follows:
- (a) for two hours or less - the time so worked; or
 - (b) where the time so worked exceeds two hours - a full day or shift.
 - (c) If you are called upon to perform the duties of another employee in a higher classification under this award for a period of five consecutive working days or more you will be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the classification applying to you so relieved

5 Hours

- 5.1 As a part - time employee you will be engaged to work less than 38 hours per week or an average of less than 38 hours per week with reasonably predictable hours of work.
- 5.2 You will be paid for a minimum of 1 hour.
- 5.3 **Time off in lieu (TOIL)**
- (a) Quality Lifestyle Alliance Inc. by mutual agreement with you may compensate by way of TOIL instead of overtime payment on the following basis:-
 - (b) TOIL must be taken at ordinary rates within three months of it being accrued;
 - (c) Where it is not possible for you to take the TOIL within the three month period, it will be paid out at the appropriate overtime rate
 - (d) Quality Lifestyle Alliance Inc. cannot compel you to take TOIL instead of overtime payment but it may be offered to you as an alternative by Quality Lifestyle Alliance Inc.

6 Remuneration

- 6.1 You are required to provide accurate time sheets honestly and correctly completed and signed by you and the **Service User(s)** you carry out duties for. The timesheets are to be provided to the office of Quality Lifestyle Alliance Inc. no later than 12.00 noon the Tuesday after the final Sunday of the fortnightly pay period. Timesheets not received by this time, will be held over until the following fortnight for payroll processing.
- For the purpose of this clause, **Service User** means a person with a disability who may receive funding from a funding body for services to be provided to them to improve their the quality of their life.
- 6.2 Remuneration Rate \$_____ gross per hour. This rate is higher than the minimum rate applicable to your classification under the Award.
- 6.3 You will be paid the allowances as provided for in **Schedule 4** – where those allowances are payable under your arrangements and they are appropriately payable for the work you have undertaken. If there are allowances not provided at **Schedule 4** and are claimable under the Award, then if they are claimable, Quality Lifestyle Alliance Inc. will assess and make payment of those claimable allowances relevant to your duties including hours of work.

- 6.4 Your Wage will be paid in fortnightly instalments in arrears by electronic funds transfer into your nominated bank account after deduction of all taxes and levies.
- 6.5 Your Wage rate will be reviewed annually and either will be increased in accordance with any Federal Minimum Wage increases or where your Wage rate is above the Minimum Wage Rate for your classification in the award, any increases awarded to the Federal Minimum Wage may be absorbed where your Wage rate is sufficiently over the Minimum Wage Rate for your classification to do so.
- 6.6 In addition to your Wage, where required, Quality Lifestyle Alliance Inc. will make superannuation contributions for you in accordance with applicable legislation into the superannuation fund of your choice. If you do not choose a superannuation fund, Quality Lifestyle Alliance Inc. will make the contributions into the Sunsuper superannuation fund (a compliant superannuation fund).

7 Saturday and Sunday work

Where your ordinary working hours include work on a Saturday and/or Sunday, you will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of double time.

8 Cancellation of shifts

- 8.1 Where a Service User cancels or changes the rostered support hours you will be provided with notice of a change in roster by 5.00 pm the day prior and in such circumstances no payment will be made to you. If as a part time employee you do not receive such notice, you will be entitled to receive payment for your minimum specified hours on that day.
- 8.2 Quality Lifestyle Alliance Inc. may direct you to make - up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other Service Users or in other areas of the employer's business providing you has the skill and competence to perform the work.

9 Sleepovers

- 9.1 Quality Lifestyle Alliance Inc. may require you to sleep overnight at premises where the Service User for whom you is responsible is located (including respite care). This does not include 24 hour care.
 - (a) You may refuse a sleepover in line with reasonable cause.
 - (b) The span for a sleepover will be a continuous period of eight hours. You will be provided with a separate room with a bed, use of appropriate facilities (including staff facilities where these exist) and free board and lodging for each night when you sleep over.
 - (c) You will be entitled to a sleepover allowance of \$50.00 for each night on which you sleep over.
 - (d) In the event of you on sleepover being required to perform work during the sleepover period, you will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.

- (e) Quality Lifestyle Alliance Inc. may roster you to perform work immediately before and/or immediately after the sleepover period, but must roster you or pay you for at least four hours' work for at least one of these periods of work.

10 24 hour care

- 10.1 A 24 hour care shift requires an employee to be available for duty in a Service User's home for a 24 hour period. During this period, you will be required to provide the Service User with the services specified in the care plan.
 - (a) You will be required to provide a total of no more than eight hours of care during this period.
 - (b) You will normally have the opportunity to sleep during a 24 hour care shift and, where appropriate, a bed in a private room will be provided for you.
 - (c) Your engagement will be paid eight hours work at 155% of your remuneration rate for each 24 hour period.

11 Excursions

- 11.1 If you agree to supervise Service Users in excursion activities involving overnight stays from home, the following provisions will apply:
- 11.2 **Monday to Friday excursions**
 - (a) You will be paid at the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
 - (b) Quality Lifestyle Alliance Inc. and you may agree to time in lieu for all other hours.
- 11.3 **Weekend excursions**
- 11.4 Where you are involved in overnight excursion activities required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.

12 Meal Breaks

- 12.1 If you work in excess of five hours you will be entitled to an unpaid meal break of not less than 30 minutes duration, to be taken at a mutually agreed time after commencing work.
 - (a) Where you are required to work during a meal break and continuously thereafter, you will be paid overtime for all time worked until the meal break is taken.
 - (b) Where you are required by Quality Lifestyle Alliance Inc. to have a meal with a Service User or Service Users as part of the normal work routine or Service User program, you will be paid for the duration of the meal period at the ordinary rate of pay. This will be counted as time worked.
- 12.2 **Tea breaks:**
 - (a) You are entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employer and employee.
 - (b) Tea breaks will count as time worked.

13 Motor Vehicle

- 13.1 If you use your personal motor vehicle to transport the Service User the following applies:
- (a) You may be asked to provide a copy of your current driver's licence and inform Quality Lifestyle Alliance Inc. immediately if your driver's licence is revoked;
 - (b) You may be asked to provide a copy of the current registration papers for your motor vehicle;
 - (c) The vehicle must have comprehensive car insurance and you may be asked to provide a copy of the insurance policy to Quality Lifestyle Alliance Inc.
 - (d) You must ensure that your motor vehicle is maintained and is roadworthy at all times;
 - (e) If you are entitled to claim a travel allowance you must provide accurate reimbursement details for payment for the use of your motor vehicle and understand that the amount you are reimbursed is not a petrol allowance but is compensation (as an Allowance) for the general running of the vehicle, including petrol;
 - (f) You must never drive under the influence of alcohol or drugs, nor operate the motor vehicle whilst using a mobile telephone without a hands free device.

14 Suitability Card

- 14.1 If you provide duties to a **Service User** and children are present in the **Service User's** home at any time while you provide those duties, you are required to obtain a Suitability Card (Blue Card) and provide a copy of this to Quality Lifestyle Alliance Inc. This is in addition to the Positive Notice card for criminal history screening – see clause 1.5. If you are unable to obtain a Suitability Card, your employment will be terminated.

15 First Aid

- 15.1 You are required to hold a current First Aid Certificate and updated CPR certification at all times. Copies of these certificates are to be provided to Quality Lifestyle Alliance Inc. when they are renewed and/or when requested. This includes family members who provide personal care and/ or other duties to Service Users.

16 Training

- 16.1 Prior to engagement you completed a pre-existing illness or injury (conditions) form and you were advised that manual handling of Service Users was an inherent requirement of the role for which you were being considered for engagement. Having relied upon your descriptions and advice about your abilities to undertake such manual handling and with full knowledge of the requirements of the Service Users (including the Duty Statement material) you have been engaged as a Permanent Part Time employee. If you do not hold a current Certificate in 'The Manual Handling of People' at the commencement of your employment with Quality Lifestyle Alliance Inc. you will be required to undergo such training. Such training is undertaken on the basis you have the physical capability, and no pre-existing conditions that would affect you from completing the training or from undertaking the manual handling required by the Service Users. Given your advice to Quality Lifestyle Alliance Inc. that you have the physical capability to undertake the manual handling and with the guidance of Quality Lifestyle Alliance Inc. on Duty Statements and assessment of you in your initial period of employment, QLA will provide

manual handling training as part of your contract initially. If you do not attend the initial training provided after inception of your position you will be required to complete the training at your own cost within 4 weeks otherwise your employment will be terminated immediately. Manual handling training will need to be renewed on a three (3) year basis (if you remain in the employment of Quality Lifestyle Alliance Inc. as a Permanent Part Time employee) at that time and the cost will be borne by you if you decline training offered by Quality Lifestyle Alliance Inc. prior to the expiration of your certificate.

- 16.2 Having referred to the pre-existing illness or injury (conditions) form you are advised that should you suffer a workplace injury and it is discovered that you had a pre-existing illness or injury (condition) which should have been advised to the Employer as part of the assessment of your abilities to undertake the duties which are inherent to the role for which you were engaged then if you make a worker's compensation claim as a result of such accident or incident then the completion of the form will be brought to the attention of the insurer and will form part of the assessment as to whether your claim should be accepted or not. A final decision on acceptance of a claim is always within the hands of the insurer and not Quality Lifestyle Alliance Inc.

17 Annual Leave

- 17.1 You will be entitled to paid annual leave in accordance with the Award and National Employment Standards in the Act. Full-time employees are currently entitled to 4 weeks paid annual leave for every 12 months' of continuous service.
- 17.2 Part-time employees receive a pro-rated entitlement based on their part-time ordinary hours of work.
- 17.3 Annual leave accumulates from year to year and any untaken entitlement is paid in lieu on separation of employment.
- 17.4 You can take annual leave at a time that is mutually agreed between you and the Employer taking into account the operational requirements of the workplace. The Employer will not unreasonably refuse the taking of annual leave. You must provide the Employer with 4 weeks written notice of your intention to take annual leave.
- 17.5 Public holidays are excluded from the calculation of annual leave if they fall during a period when annual leave is taken.
- 17.6 **Annual Leave Loading:** You will be paid annual leave loading of 17.5% when annual leave is taken or paid in lieu on termination of employment.
- 17.7 If the Service User you work for goes into hospital for an extended period, Quality Lifestyle Alliance Inc. may require you to take annual leave during this period by giving you 4 weeks' notice. In emergency situations that result in long term hospitalisation, Quality Lifestyle Alliance Inc. may need to discuss with you a reduction in that notice period or other options and will seek the best outcome in the circumstances.
- 17.8 The Employer may require you to take annual leave by giving you 4 weeks' notice where you have excessive annual leave accrued.
- 17.9 If the Employer approves the taking of annual leave in advance of it accruing to you and your employment is subsequently terminated by either you or the Employer, the Employer will deduct the amount of annual leave advanced from any Salary, or payment in lieu of notice, due to you on termination.

18 Long Service Leave

- 18.1 You will be entitled to long service leave in accordance with the National Employment

Standards in the Act. Currently this provides that the entitlement for long service leave is found in the relevant State legislation, being the *Industrial Relations Act 1999* (Qld), or such other applicable legislation that may become law during the term of this Agreement, as amended from time to time.

- 18.2 Should you become eligible for long service leave, this leave will be taken at a time mutually agreed between the parties. You must provide the Employer with 3 months written notice of your intention to take long service leave.

19 Personal Carer's Leave

- 19.1 You will be entitled to Personal Leave in accordance with the Award and National Employment Standards in the Act.

- 19.2 Subject to **clause 19.5**, full-time employees are entitled to 10 days' paid personal leave for each year of service to be used as sick leave or carer's leave when you are absent:

- (a) due to personal illness or injury; or
- (b) to provide care or support to an immediate family or household member who is ill or injured, or in the case of an unexpected emergency in relation to that person.

('Personal Leave').

Part-time employees receive a pro-rated entitlement based on their part-time ordinary hours of work.

- 19.3 Paid Personal Leave is cumulative but will not be paid out on separation of employment.
- 19.4 You must advise Case Manager (or such other person nominated by the Employer from time to time) by telephone (text message is not acceptable) as soon as reasonably practical but at least 2 hours prior to your normal start time for work, or as soon as possible in emergencies, when you are unavailable to attend work due to Personal Leave.
- 19.5 Where you are absent for 2 or more consecutive days, or absent on either side of a weekend, public holiday or leave period, you are required to provide the Employer with a medical certificate, evidencing the illness or injury of the person concerned and confirming the illness or injury and its nature for:
- (a) you, where sick leave is taken; or
 - (b) the member of your immediate family or household, where carer's leave is taken.
- 19.6 The Employer may also request that you provide a medical certificate for these purposes where it considers you have taken excessive Personal Leave.
- 19.7 If you fail to provide the medical certificate in accordance with **clause 19.5**, you will not be paid for your absence.
- 19.8 The Employer may require you to:
- (a) provide consent for the Employer to talk to your medical practitioner and obtain a report from the medical practitioner in relation to your illness or injury; and/or
 - (b) be examined by a medical practitioner nominated by the Employer in respect of your illness or injury who will provide a report to the Employer.

Any costs related to obtaining these reports will be paid by the Employer.

- 19.9 If you are entitled to be paid Personal Leave in accordance with this clause you will be paid your Base Salary during the period of the absence.
- 19.10 You will not be entitled to be paid Personal Leave for personal sickness for any period during which you are entitled to workers compensation payments.
- 19.11 You may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care to another person with whom you have a personal relationship and a duty of care and who is ill, injured or in order to assist with an unexpected emergency.

20 Compassionate Leave

- 20.1 You will be entitled to compassionate leave in accordance with the Award and the legislation. Currently this is an entitlement to two (2) days paid compassionate leave for each occasion when a member of your immediate family or a member of your household:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.
- 20.2 The Employer may require you to provide evidence regarding the illness, injury or death for you to be entitled to the paid compassionate leave referred to in **clause 20.1** above.
- 20.3 You will be entitled to an additional two (2) days leave without loss of pay on the death of a member of your immediate family where that death occurs outside Australia. You must produce satisfactory evidence of the death to be eligible for this entitlement.
- 20.4 If you are entitled to paid Compassionate Leave in accordance with this clause you will be paid your base wage in **clause 6.1** during the period of the absence.

21 Public Holidays

- 21.1 If you are required to work on a public holiday will be paid double time and a half of your ordinary rate of pay for all time worked.
- 21.2 These payments are instead of other loadings that would apply such as Saturday and Sunday loadings.

22 Back Supports

- 22.1 Where back supports are provided by Quality Lifestyle Alliance Inc. *you* are required to wear them.
- 22.2 All back supports provided to you remain the property of Quality Lifestyle Alliance Inc.
- 22.3 Back supports must be returned to Quality Lifestyle Alliance Inc. *clean* on termination of your employment with Quality Lifestyle Alliance Inc.

23 Confidential Information

- 23.1 All Confidential Information is, and at all times remains, the property of Quality Lifestyle Alliance Inc.
- 23.2 Subject to **clause 23.3** you must keep confidential all Confidential Information.
- 23.3 You may:

- (a) Use Confidential Information solely for the purpose of performing your duties with Quality Lifestyle Alliance Inc.: and
 - (b) Disclose Confidential Information only:
 - (i) to persons who are aware and agree that the Confidential Information must be kept confidential or have signed a confidentiality agreement required by Quality Lifestyle Alliance Inc. from time to time and either:
 - A. have a need to know (and only to the extent that each has a need to know); or
 - B. have been approved in writing by Quality Lifestyle Alliance Inc.; or
 - C. that you are required by law to disclose.
- 23.4 You must immediately notify Quality Lifestyle Alliance Inc. of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.
- 23.5 You must provide assistance reasonably requested by Quality Lifestyle Alliance Inc. in relation to any proceedings Quality Lifestyle Alliance Inc. may take against any person for unauthorised use, copying or disclosure of Confidential Information.
- 23.6 In this Agreement:

‘Confidential Information’ means all confidential information including but not limited to:

- (a) Confidential financial information concerning Quality Lifestyle Alliance Inc. or any Service Users of Quality Lifestyle Alliance Inc.;
- (b) Trade secrets of the Quality Lifestyle Alliance Inc. or any Service Users of Quality Lifestyle Alliance Inc.;
- (c) Confidential know-how of Quality Lifestyle Alliance Inc. or any Service Users of Quality Lifestyle Alliance Inc.;
- (d) Information (technical, business or otherwise) of training, systems of work, etc.;
- (e) Service User data, electronic or hard copy;
- (f) Information regarding employees or contractors;
- (g) Records, concepts, ideas, systems, designs, drawings, plans, precedents, specifications, visual representations, methods, processes and other intellectual property;
- (h) Contracts and arrangements with Service Users and suppliers; and
- (i) Lists, contact details and personal information of Service Users and suppliers of Quality Lifestyle Alliance Inc., of which you become aware or generate (both before and after the day this Agreement is signed) in the course of, or in connection with, your employment with Quality Lifestyle Alliance Inc., but does not include information which is public knowledge (except where it becomes public knowledge as a result of a breach of this Agreement by you).
- (j)

24 Intellectual Property Rights

24.1 You:

- (a) presently assign to Quality Lifestyle Alliance Inc. all existing and future Intellectual Property Rights in all inventions, models, designs, drawings, plans, software, reports, assessments, proposals and other materials you create or generate (whether alone or with Quality Lifestyle Alliance Inc., its other employees or contractors) for use by Quality Lifestyle Alliance Inc.; and
- (b) Acknowledge that by virtue of this clause all such existing rights are vested in Quality Lifestyle Alliance Inc. and, on their creation, all such future rights will vest in Quality Lifestyle Alliance Inc.

24.2 You must immediately disclose any invention, design, model, drawing, plan, software, report, proposal, publication or other material created by you and the Intellectual Property Rights in it belong to Quality Lifestyle Alliance Inc...

24.3 You must do all things reasonably requested by Quality Lifestyle Alliance Inc. to enable it assure further rights assigned under clause 36.1 and 36.2 including executing any documents or taking any action necessary to enable Quality Lifestyle Alliance Inc. or its nominees to apply for a patent, registered design or other protection.

24.4 You consent to any act or omissions of the company which would otherwise infringe any moral right held by you in the Intellectual Property, whether currently existing or coming into existence in the future, and including any right to be identified as the author of any intellectual Property, and any right in relation to any alteration of treatment of, or change to, any other dealings whatsoever with any Intellectual Property.

24.5 For the purpose of this clause Intellectual Property includes:

- (a) Any materials, drawings, calculations, maps, sketches, notes, data, electronic data, computer programs, reports, assessments and other documents produced by you pursuant to your obligations under this Agreement; and/or
- (b) All industrial, commercial and intellectual property rights of any kind including but not limited to copyright, trademark, design, patent, semi-conductor rights, trade, business or company names, trade secrets, confidential or other proprietary rights or any rights to register such rights whether created before or after the date of this Agreement, and
- (c) whether existing in Australia or otherwise.

24.6 **Intellectual Property Rights** means all intellectual property rights including without limitation:

- (a) patents, copyright, rights in circuit layouts, registered designs, trademarks and the right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of those rights.

24.7 **Moral Rights** are rights provided to creators under copyright law in order to protect both their reputation and the integrity of their work. The Copyright Amendment (Moral Rights) Act 2000 provides creators with the right:

- (a) of attribution of authorship;
- (b) not to have authorship of their work falsely attributed; and

- (c) of integrity of authorship. This protects creators from their work being used in a derogatory way that may negatively impact on their character or reputation.

25 Other Employment

- 25.1 You will devote all of your attention during working hours to your duties under this Agreement.
- 25.2 You may obtain additional income through other employment or a business venture provided that:
- (a) in Quality Lifestyle Alliance Inc. opinion, your work performance is not affected;
 - (b) in Quality Lifestyle Alliance Inc. opinion, no conflict of interest arises;
 - (c) in Quality Lifestyle Alliance Inc. opinion, Quality Lifestyle Alliance Inc. objectives are not disadvantaged;
 - (d) Quality Lifestyle Alliance Inc. resources are not used in your venture; and
 - (e) You do not use the time for which you are paid by Quality Lifestyle Alliance Inc. to further your own external financial interests.

26 Termination

- 26.1 Subject to **clauses 26.2** and **26.6**, either party may terminate your employment by giving notice in writing in accordance with the following schedule:

Length of Service	Notice Period
0 – 1 year	1 week
1 – 3 years	2 weeks
3 – 5 years	3 weeks
More than 5 years	4 weeks

- 26.2 Where the Employer terminates your employment and you are over forty five (45) years and have two (2) or more continuous years of service with the Employer, the Employer will provide you with an additional one (1) weeks' notice of termination.
- 26.3 As an alternative to you working through the notice period, and subject to **clause 26.4** being implemented by the Employer, the Employer may pay you your wages in lieu of notice for the relevant period of notice; or in part by giving you notice and in part by making a payment to you in lieu of notice.
- 26.4 During the period of notice provided for in **clause 26.1** and **26.2**, the Employer may, at its discretion, require you to either:
- (a) not attend for work; or
 - (b) perform duties which are different to those which you were required to perform during the rest of your employment with the Employer, provided only that you have the necessary skills and competencies to perform the duties.
- 26.5 If you fail to provide the required period of notice of termination of your employment you will forfeit payment equal to the payment you would have received had you worked during the notice period provided for in **clause 26.1**.
- 26.6 Your employment may be terminated by the Employer at any time without notice if you:

- (a) are guilty of serious misconduct or serious negligence including without limitation:
 - (i) wilful, or deliberate, behaviour by you that is inconsistent with the continuation of the contract of employment;
 - (i) conduct that causes imminent, or serious, risk to:
 - A. the health or safety of a person; or
 - B. the reputation, viability or profitability of the Employer's business;
 - (ii) in the course of your employment, engaging in:
 - A. **theft** - where the Employer has reasonable cause to believe that you have committed any act of theft against the Employer, its clients or other employees;
 - B. **fraud** – where you commit any act of fraud or any acts in the nature of deception to the detriment of the Employer, its clients, its products and services or any other employees and the Employer has reasonable cause to believe that such an act is of a serious nature;
 - C. **assault** – where the Employer has reasonable cause to believe that you have committed an act of assault against any person and which assault the Employer believes is of a serious nature. This includes any conduct of this kind outside of business hours where there is sufficient connection to work; or
 - D. **discrimination or harassment** – where the Employer has reasonable cause to believe that you have acted in a way that has discriminated against another employee and/or a client of the Employer; or you have engaged in conduct that is believed by the Employer to be harassment (including sexual harassment) and/or workplace bullying;
 - (iii) being intoxicated or under the influence of non-prescription drugs at work; or
 - (iv) refusing to carry out a lawful and reasonable instruction; or
- (b) breaching any material provision of this Agreement;
- (c) are convicted of any serious criminal offence;
- (d) abandon your employment by being absent from work for a continuous period of three (3) or more days on which you were required to work without the consent of the Employer and/or without notification to the Employer (provided that you are not able to establish to the satisfaction of the Employer that the absence was for a reasonable cause). In these circumstances, the termination will operate from the date of your last attendance at work or your last authorised absence, whichever is the later.

26.7 The Employer may terminate your employment for genuine redundancy reasons.

26.8 **'Genuine redundancy':**

- (a) is where an employee's employment is terminated due to:
 - (i) the employer no longer requiring the employee's job to be performed by anyone because of changes in the operational requirements of the employer's enterprise; and

- (ii) the employer notified the employee about the decision to make the position redundant and discussed the reasons behind the decision and its affect on the employee concerned as soon as practicable after a definite decision was made by the employer to implement the change; and
 - (iii) in doing so, the employer gave prompt consideration to any matters raised by the employee in relation to the decision; and
 - (iv) the employer provided the employee with all relevant information in writing regarding the decision and the affect on the employee.
 - (b) The termination of an employee's employment is **not** a case of **genuine redundancy** if it would have been reasonable in all the circumstances for the employee to be redeployed within:
 - (i) the employer's enterprise; or
 - (ii) the enterprise of an associated entity of the employer.
- 26.9 Where your employment is terminated for genuine redundancy reasons you may be entitled to a redundancy payment in accordance with the legislation.
- 26.10 **Job search entitlement:** If Quality Lifestyle Alliance Inc. has given notice of termination to you, and it requires you to work out your period of notice, then you are allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at a time to be agreed with Quality Lifestyle Alliance Inc.

27 Suspension for Serious Misconduct

- 27.1 The Employer may suspend your employment where the Employer reasonably believes that you may have engaged in serious misconduct. Serious misconduct includes, but is not limited to, those grounds in **clause 26.6**.
- 27.2 The purpose of the suspension is to enable the Employer to conduct an investigation into the alleged serious misconduct.
- 27.3 The Employer may suspend you without pay. However, the Employer may in its discretion choose to continue to pay your wages/salary during the period of suspension.
- 27.4 Where you have been suspended without pay and are subsequently cleared of any serious misconduct, then the Employer will repay to you any Wages withheld during the period of suspension.
- 27.5 It will be in the Employer's discretion whether to suspend you with or without pay depending upon the circumstances.
- 27.6 The Employer can direct you whilst on suspension not to attend the workplace for any reason; communicate with other employees of the Employer during working hours; not to communicate with any other employee or persons involved in the investigation of the misconduct, or otherwise interfere or try to interfere with the investigation. You may contact the Employer for the purposes of obtaining information and assistance relevant to investigation.

28 What Happens After the Termination of Employment?

- 28.1 If your employment is terminated for any reason:
- (a) Quality Lifestyle Alliance Inc. may set off any amounts you owe Quality Lifestyle Alliance Inc. against any amounts Quality Lifestyle Alliance Inc. owes you at the date of termination except for amounts Quality Lifestyle Alliance Inc. is not entitled by law to set off;

- (b) You must return all of Quality Lifestyle Alliance Inc. property to Quality Lifestyle Alliance Inc. on termination. Quality Lifestyle Alliance Inc. reserves the right to withhold your final payment until it is satisfied that all company property has been returned;
- (c) Your obligations under **clause 23** and **24** continue after termination except in respect of information that is part of your general skill and knowledge; and
- (d) You must not record any Confidential Information in any form after termination.

29 Industrial Instruments

29.1 Where the Award applies to your employment, you agree that:

- (a) the payments you receive under **clause 6** of this Agreement are in excess of the minimum wage and other entitlements under such Award and the difference in entitlements will be classified as over-Award payments and will be in satisfaction of all minimum entitlements (including, without limitation, minimum wage, allowances, overtime and penalties) where the over-Award payments are sufficiently above the Award (where applicable) wage entitlements to compensate you for those other minimum entitlements; and
- (b) the Award or other relevant industrial instrument applies to your employment as a matter of law and does not form part of this Agreement.

30 Policies, Procedures and Code of Conduct

- 30.1 You will observe Quality Lifestyle Alliance Inc.'s policies, procedures and Code of Conduct from time to time, to the extent they are not inconsistent with this Agreement, but those policies, procedures and Code of Conduct are not incorporated into this Agreement as terms of this Agreement.
- 30.2 Quality Lifestyle Alliance Inc. will take reasonable steps to inform you of its policies, procedures and Code of Conduct as they apply from time to time.
- 30.3 You are to take reasonable steps to inform yourself of Quality Lifestyle Alliance Inc. policies, procedures and Code of Conduct as they apply from time to time.

31 Warranty

You warrant that in entering this Agreement and performing your duties under this Agreement, you will not be in breach of an obligation owed to, or infringe the rights of, any person.

32 Entire Agreement

32.1 This Agreement:

- (a) Constitutes the entire agreement between the parties as to its subject matter; and
- (b) In relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

33 Privacy

- 33.1 Quality Lifestyle Alliance Inc. will now hold personal information you have provided on its human resources database and files. Quality Lifestyle Alliance Inc. will use the personal information you have provided for the purpose of employee administration.
- 33.2 You have access to the personal information held by Quality Lifestyle Alliance Inc. about you. You must advise **Carolynne Hodges** of any changes to your personal information so that Quality Lifestyle Alliance Inc. can ensure that the information is accurate, up to date and complete and comply with relevant legislation.
- 33.3 Please sign the second copy of this letter as confirmation of your acceptance of the position on the terms set out in this letter and return it. You should retain the other copy for your own records.

Signing Page

EXECUTED as an Agreement on ____/____/ 2013

Signed by **name of employee**

Employee: _____

Witnessed by: _____

Name of Witness: _____

Signed for **QUALITY LIFESTYLE
ALLIANCE INC** by an authorised officer

Name of Authorised Officer

Signature of authorised officer

Position held

Schedule 1 – Position Profile

Home care sector means the provision of personal care, domestic assistance or home maintenance to an aged person or a person with a disability in a private residence. Quality Lifestyle Alliance Inc. is a not for profit, community based organisation and is funded mostly by Disability Services Queensland to offer support and activities for people with a disability who are 65 years of age or under, and live in the home of their choice. The aim of the organisation is to allow people with disabilities to

- ❖ live in the home of their choice
- ❖ learn new skills
- ❖ take part in recreational activities
- ❖ meet new people and develop social networks
- ❖ increase their independence
- ❖ participate fully in all aspects of life

Home Care Employees work directly with people with disabilities and their families, taking direction from the person with the disability and assisted with the assigned ELAINE (Coordinator) of the organisation. Coordinators liaise between Home Care Employees and families, providing Home Care Employees with the initial and ongoing training and support.

Home Care Employees provide opportunities for individuals with a disability to develop and further their interests, personal and social skills and develop networks and contacts within the community, and if they have a primary Carer, allow them to have a break.

They are required to familiarize themselves with the Disability Services Act (2006) and to conform to the Disability Service Standards at all times in their work. Home Care Employees are expected to demonstrate a commitment to the rights and dignity of people with disabilities at all times.

Home Care Employees are employed to work both individually and as part of a team and are required to be effective team members. Attributes that we are looking for in Home Care Employees to enable them to be effective in their work are:-

- ❖ sensitivity
- ❖ diplomacy
- ❖ patience
- ❖ a sense of humour
- ❖ the ability to remain calm under pressure
- ❖ the ability to use their initiative and work independently

They are expected to maintain high ethical standards at all times in their dealings with people with disabilities, families, colleagues, members of the community and other organisations.

Schedule 2 - Code of Conduct Home Care Employee

- The Home Care Employee will arrive at the agreed time for rostered shifts
- The Home Care Employee will treat the Management Committee, Office Staff and Consumers of the organisation with respect
- The Home Care Employee will treat the Consumer with dignity
- The Home Care Employee will abide by the rules of privacy and confidentiality as per signed agreement on inception of employment
- The Home Care Employee will respect the Consumer's personal, religious and cultural beliefs and not engage in any form of discrimination
- The Home Care Employee will make every effort to carry out their rostered shifts and shall give as much notice as is possible if they are unable to do so
- The Home Care Employee will not engage in the use of or be affected by illicit drugs or alcohol whilst attending a Consumer of QLA
- The Home Care Employee will not report for work with QLA under the influence of any substance including alcohol
- The Home Care Employee will present for work in a clean and tidy manner
- The Home Care Employee will not put themselves or a Consumer of QLA at risk of injury
- The Home Care Employee will not engage in any improper or inappropriate conduct including improper or inappropriate conduct of a sexual nature

Home Care Employee's Initial: _____

Date: ____ / ____ / ____

Schedule 3 – Duty Statement

COPY & PASTE

Schedule 4 – Allowances

1 First Aid Allowance

- 1.1 A First Aid Allowance is payable where:
- (a) You are required by Quality Lifestyle Alliance Inc. to hold a current First Aid Certificate and CPR (and this is a requirement – **clause 15.1**); and
 - (b) You are required by Quality Lifestyle Alliance Inc. to be, in a given week, responsible for the provision of First Aid to employees employed by the Employer (and if this is so required you will be specifically advised of this by Quality Lifestyle Alliance Inc.).
- 1.2 You will be paid 36 cents on every hour you work. This will be calculated by the Wage Easy system automatically.
- .

2 Telephone Allowance

Where Quality Lifestyle Alliance Inc. requires you to install and/or maintain a telephone for the purpose of being on call, the Quality Lifestyle Alliance Inc. will refund the installation costs and the subsequent rental charges on production of receipted accounts. If this is a requirement of your employment you will be separately and specifically advised of this by Quality Lifestyle Alliance Inc.

3 On-call Allowance

If you were required by Quality Lifestyle Alliance Inc. to be on call (that is – available for recall to duty) you will be paid an allowance of 2% of a current rate of \$760.93 in respect to any 24 hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday. This allowance will be 3.96% of a current amount of \$760.93 in respect of any other 24 hour period or part thereof, or any public holiday or part thereof.

4 Transport and fares

- 4.1 Where you are required and authorised by Quality Lifestyle Alliance Inc. to use your motor vehicle in the course of your duties, you are entitled to be reimbursed at the rate of \$0.75 per kilometre.
- 4.2 When you are in travelling on duty, if the Quality Lifestyle Alliance Inc. provides the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Quality Lifestyle Alliance Inc. on production of receipted account(s) or other evidence acceptable to Quality Lifestyle Alliance Inc.
- 4.3 If you required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to Quality Lifestyle Alliance Inc. by you.
- 4.4 **In the course of duties** means transporting a **Service User** to an appointment or for community access or for some other purpose authorised by Quality Lifestyle Alliance Inc.

- 4.5 The motor vehicle allowance will also be payable to you where, despite your attendance at each Service User being a separate engagement, you cannot reasonably return to your home between rostered arrangements (attendance) for the Service Users. For this latter travel allowance payment there will be discussions between yourself and Quality Lifestyle Alliance Inc. as to the time that separates rostered arrangements (attendances) and the time to reasonably return to your home and then attend upon the next separate engagement with another rostered arrangement with a Service User.

NOTE: The allowances will be adjusted in accordance with any adjustment to the Federal Minimum Wage in accordance with index figures published by the Australian Bureau

Home Care employee level 1 [Choose one level]

A position in this level has the following characteristics:

A person appointed to this position will have less than 12 months' experience in the industry.

Accountability and extent of authority

An employee in this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and support and is responsible for the quality of their work.

Judgment and decision - making

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.

Specialist knowledge and skills

Indicative but not exclusive tasks include: the undertaking of semi - skilled work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, minor maintenance jobs, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, banking and account payment, organising appointments, assistance with care of pets, and care of indoor and outdoor pot plants.

Interpersonal skills

Positions in this level may require basic oral communication skills and where appropriate written skills, with Service Users, members of the public and other employees.

Qualifications and experience

An employee in this level will have commenced on - the - job training which may include an induction course.

Home care employee level 2

A position in this level has the following characteristics:

Accountability and extent of authority

An employee in this level performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures. May assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed.

Judgment and decision - making

In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented. Employees in this level are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

Specialist knowledge and skills

Indicative but not exclusive tasks include: the provision of personal care, supervising daily hygiene, laying out clothes and assisting in dressing, make beds, tidy rooms, preparation and cooking of meals and assistance with meals, dry cleaning, perform gardening duties, undertake basic repairs, clean, fitting and removal of aids and appliances, monitoring medications, fitting and changing of catheters, assistance with communication, accompanying Service Users on outings, domestics assistance and organising appointments.

Interpersonal skills

Positions in this level require oral communication skills and where appropriate written skills, with Service Users, members of the public and other employees.

Qualifications and experience

As a minimum an employee in this level will have satisfactorily completed the requirements of level 1 or equivalent. Indicative but not exclusive of the qualifications required in this level include Home Care Certificate or equivalent; or relevant experience/on - the - job training commensurate with the requirements of work in this level.