Australian Federation of Employers & Industries

BEFORE THE FAIR WORK COMMISSION

Fair Work Act 2009 (Cth)

Title of matter: 4 yearly review of modern awards – *Social, Community, Home Care and Disability Services Industry Award 2010* – Substantive Issues

Matter Number: AM2018/26

Section: s.156

Document: Submission in relation to proposed substantive variations to the Social, Community, Home Care and Disability Services Industry Award 2010

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Background

1. On 4 February 2019, President Justice Ross of the Fair Work Commission ("**Commission**") published amended directions for parties to file evidence and submissions in reply responding to the substantive claims made by Australian Service Union ("**ASU"**), United Voice and Health Services Union ("**HSU"**) in respect of the *Social, Community, Home Care and Disability Services Industry Award 2010* ("**the SCHCDSI Award**") arising from the 4 Yearly Review of Modern Awards (the 4 yearly review).

2. On 3 April 2019, a Statement by President Ross ("**The Statement"**) identified the particular issues that would be heard on 12 April 2019.

3. These submissions by the Australian Federation of Employers & Industries ("**AFEI**") are made pursuant to the Commission's amended directions and the Statement.

4. AFEI opposes the substantive claims by the ASU, United Voice and the HSU.

5. AFEI intends to file further material in reply in relation to the further outstanding substantive matters which are yet to be listed for Hearing.

The unions' substantive claims and proposed variations

6. There are a significant number of substantive claims by the unions, as follows:

    a. the ASU:

        i. S6: payment of an allowance for community language skills;

    b. United Voice:

        i. S44A: deletion of 24 hour care shift provisions (clause 25.8),

        ii. S47: variation to excursion provisions (clause 25.9),

        iii. S51: variation to overtime provisions (clause 28.1(b); and

        iv. S57: variation to public holidays provisions (clause 34)

    c. the HSU

        i. S48: variation to weekend penalties and casual loading (clause 26)

        ii. S19: first aid allowance (clause 20.4)

        iii. S43: deletion of 24 hour care (clause 25.8).

7. The unions' claims are not only substantive matters in the context of the 4 yearly review, but also significant in their scope and, if granted, can be expected to have adverse effects on operations and service delivery in the sector, and provide unnecessary and unwarranted increases in wage costs.

Legislative framework for award variations

8. Pursuant to the Fair Work Act 2009 (Cth) ("**Fair Work Act**"), the Commission may, inter alia, make one or more determinations varying the award. This forms part of the Commission's "modern award powers".[1]

9. The modern awards objective[2] applies and is central to the performance or exercise of the Commission's modern award powers.[3] That is, the Commission is obliged to ensure that the awards together with the National Employment Standards, provide a *fair*[4] and *relevant*[5] minimum safety net of terms and conditions, taking into account the matters contained in section 134 of the Fair Work Act.

10. The Commission is also required to take into account the objects of the Fair Work Act as set out in section 3 of the Fair Work Act, which include the following:

    iv. Providing workplace relations laws that are flexible for businesses; and

    v. Acknowledging the special circumstances of small and medium sized businesses.

11. The 4 Yearly Review of Modern Awards: Preliminary Jurisdictional Issues decision made before the Full Bench on 17 March 2014 provides:

> '*The need for a 'stable' modern award system suggests that a party seeking to vary a modern award in the context of the Review must advance a merit argument in support of the proposed variation. The extent of such an argument will depend on the circumstances. Some proposed changes may be self-evident and can be determined with little formality. However, where a significant change is proposed it must be 1) supported by a submission which addresses the relevant legislative provisions and 2) be accompanied by probative evidence properly directed to demonstrating the facts supporting the proposed variation.*
>
> *In conducting the Review the Commission will also have regard to the historical context applicable to each modern award.'*[6]

12. The claims pressed by United Voice, the ASU and the HSU constitute proposals to make substantive changes to the SCHCDSI Award and require the advancement of a merit argument. In the circumstances each of the union claims relate to either introduction of a new payment to employees, or an increase in payments to employees, acceptance of the changes would increase costs for, and regulatory burdens on, employers. Accordingly, the proposed variations involve significant changes that require the support of probative evidence.

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[1] Section 156(2)(b)(i) Fair Work Act.

[2] Section 134(1) Fair Work Act.

[3] *Four yearly review of modern awards – Penalty Rates* [2017] FWCFB 1001 at [37] ('**Penalties Rates Case'**).

[4] 'Fairness' is to be assessed from the perspective of the employees and employers – Penalties Rates Case at [37].

[5] 'Relevant' is intended to convey that a modern award should be suited to contemporary circumstances – Penalties Rates Case at [37].

[6] *Re Four Yearly review of Modern Awards – Preliminary Jurisdictional Issues* [2014] FWCFB 1788 at [23] – [24] ('**Jurisdictional Issues Decision'**).

13. The only employee evidence filed by the unions in these proceedings (as distinct from evidence from union officers) is concerned with first aid and community language skills. No employee evidence has been filed in support of each of the other claims addressed in this submission.

Claim for casual loading in addition to weekend penalties and overtime rates

14. The HSU presses the claim that where casual employees undertake ordinary hours of work on weekends, the casual loading be payable in addition to weekend penalty rates.[7] United Voice press the claim that casual employees be paid the casual loading in addition to overtime penalties for working overtime[8].

15. For the purposes of clarity, we set out the relevant provisions below:

> **Overtime**
>
> Clause 28.1(b)(iv)
>
> *(iv) overtime rates payable under the clause will be in substitution for and not cumulative upon:*
>
> *(A) The shift premiums prescribed in clause 29 – Shiftwork; and*
>
> *(B) The casual loading prescribed in clause 10.4 (b), and are not applicable to ordinary hours worked on a Saturday and Sunday*
>
> *With*
>
> *(iv) Overtime rates payable under this clause will be in substitution for and not cumulative upon the shift premium prescribed in clause 29 – Shiftwork and are not applicable to ordinary hours worked on a Saturday or a Sunday.*
>
> **Weekend Penalties**
>
> Clause 26.1 of the SCHCDSI Award provides
>
> *Employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates will be in substitution for and not cumulative upon shift premiums prescribed in clause 29 – Shiftwork and the casual loading prescribed in clause 10.4(b), are not applicable to overtime hours worked on a Saturday or a Sunday.*

[7] Paragraph 48, submissions by the Health Services Union

[8] Paragraph 154, submission by United Voice

Casual Loading

Clause 10.4(b) of the SCHCDSI Award provides:

A casual employee will be paid per hour worked at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time employees.

16. The Commission will have regard to the historical context applicable to each modern award.'[9] Thus, the history of penalty rate provisions for casual employees in the SCHCDSI Award must be considered.[10]

17. When the SCHCDSI Award took effect on 1 January 2010, it provided for neither weekend nor overtime penalty rates for casual employees. In respect of Saturday and Sunday work, the SCHCDSI Award provided:

Clause 26.1:

Employees whose ordinary working hours include work on a Saturday and or Sunday, 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 time and three quarters. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 29 – shift work.

Clause 26.2:

Casual employees who work less than 38 hours per week will not be entitled to payment in addition to any casual loading in respect of their employment between midnight Friday and midnight on Sunday.

18. On 4 March 2014, a Full Bench made an order[11] varying the SCHCDSI Award by deleting clause 26 set out above and inserting in lieu thereof:

Employees whose ordinary working hours include work on a Saturday and/or Sunday 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. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 29 - Shiftwork and the casual loading prescribed in clause 10.4(b), and are not applicable to overtime hours worked on a Saturday or a Sunday

[9] [2014]FWCFB 1788 at [23] – [24].
[10] [2014] FWCFB 379 at [22].
[11] PR546788

19. Both of the unions' claims, that is, those concerning the payment of casual loading in addition to weekend penalty rates and overtime, were the subject of careful consideration by the Full Bench in 2014. In their decision, the Full Bench took a 'conservative approach'[12] which included consideration of the range of pre-existing arrangements in the industry.

20. In the present matter United Voice rely on the findings in the 23 February 2017, 4 yearly review of modern awards- Penalty Rates [2017] FWCFB 1001 (Penalty Rates Decision) and asserted that the 'default approach' should be adopted.[13]

21. There are significant distinguishing features between the present case and the Penalty Rates Decision, the latter primarily involved employer claims for reductions in weekend and public holiday penalty rates. At its conclusion, it resulted in reductions in the Sunday penalty rate for weekly employees in several awards, as well as reductions in the public holiday rates for full-time, part-time and casual employees. That is not a feature of the present case.

22. A further significant distinguishing feature of the SCHCDSI Industry is the nature of its funding, and the resulting impact of any increases in employee remuneration. As was acknowledged by the Full Bench of the Commission in the Equal Remuneration Case:

> *'We accept that there is widespread reliance on government funding and that because of the pervasive influence of funding models any significant increase in remuneration which is not met by increased funding would cause serious difficulties for employers, with potential negative effects on employment and service provision.'*[14]

23. The payment of the casual loading in addition to overtime penalties, moreover, would result in overcompensation for casual employees, where a substantial component of the casual loading is paid in substitution for paid leave entitlements which do not accrue to weekly employees for overtime.

24. The unions' case does not provide justification for why the approach specifically adopted by the Full Bench in its 2014 decision relating to this Award should now be departed from, and does not include probative evidence that the safety net is not meeting modern award objective for this industry, and should be rejected.

First aid allowance

25. The HSU is seeking amendment to the first aid allowance to provide for payment of an allowance for first aid certificate renewal and CPR training.

[12] [2014] FWCFB 379 at [44]
[13] Paragraph 163, United Voice 15 February 2019
[14] [2011] FWAFB 2700 at [272]

26. The explanatory memorandum recognises the reasonableness of requiring an employee to 'purchase tools' required to perform his or her duties[15]. Where holding and maintaining a first aid certificate is a requirement of the role, the employer should not be required by the Modern Award to cover this cost.

27. If accepted, the variation would involve an increase in costs for employers, particularly small to medium sized enterprises.

28. The reimbursement to employees could also be disproportionate to the expense associated with the certificate renewal or CPR training. This is evident from the sole witness evidence in this matter. The witness, who claimed they are required to pay for their own first aid renewal is a casual employee who works for three different organisations. [16] If the proposed variation were made, this particular employee would be able to claim reimbursement for their first aid certificate renewal from multiple employers.

29. The proposed variation should therefore be rejected.

Community Language Allowance

30. The ASU seeks to vary the SCHCDSI Award by introducing an allowance to employees who use community language skills to provide services to speakers of languages other than English or to provide signing services to those with hearing difficulties[17].

31. The proposed variation purports to provide an allowance to employees who '*use a community language skill as an adjunct to their normal duties'*[18] irrespective of whether the employer has requested or required the employee to do so, and in circumstances where the employer has no verification of the employee's actual skill level in the second language. In such circumstances, the employer could be required to pay additional amounts to a person where there is no clear additional work value.

32. While the ASU claims that SCHCDSI employees are not already compensated for community language skills because '*the skill is not contemplated by the classification of the awards,'*[19] this argument is deficient for a number of reasons. It would be unworkable for a modern award to list every skill associated with the requirements of a particular classification. For example, whilst many positions will require it, the modern award classifications do not list that a person will be capable of driving a vehicle.

[15] Fair Work Bill (2008), Explanatory Memorandum, at 1292

[16] Submissions of Health Services Union Lobert [22]

[17] Paragraph 35, Submission of Australian Service Union 18 February 2019

[18] Clause 20.10.1

[19] Paragraph 39, Submissions of the Australian Services Union

33. As stated by the ASU '*Australian is one of the most diverse societies in the world'. Almost one in four Australian residence were born outside of Australia*[20]*'* and '*many people in our society speak one or more languages other than English and use those languages in their working lives*[21]*.'* In the circumstances that speaking a second language is so common, and is not a new skill that has only developed since the introduction of the modern award, the Commission should not accept on the limited evidence provided by the ASU, that the SCHCDSI Award rates of pay do not adequately compensate a person who speaks a second language in the performance of their duties.

34. For the above reasons, the proposed inclusion of a community language skills allowance should be rejected.

24 hour care shifts

35. United Voice[22] and the HSU seek to delete the 24 hours care clause at Clause 25.8 of the SCHCDSI Award, and instead have such shifts covered by the provisions of the sleepovers clause.[23]

Use of 24 hour care shifts in the industry

36. The only evidence provided by the HSU goes towards the clause being rarely used[24]. Mr Eddington (HACSU Legal and industrial officer) states '*the 24 hour care provision in the Award is not frequently used in Tasmania*' and '*I am aware of one employer that includes the Award 24 hour care provision as a term in their enterprise agreement*.'[25] This should not however be treated as indicative of the number/location of employers using 24 hour care shifts nationally.

37. The Commission will have regard to the historical context applicable to each modern award.'[26] Thus, the history of the 24 hour care clause is relevant. This provision has formed part of service provided in the home care industry for years and is found in a number of pre-reform awards[27]. The Miscellaneous workers – Home Care Industry [NAPSA–NSW] which also covered this type of work home care work in New South Wales and had a provision for a 'live in housekeep.'[28] This classification was defined as

[20] Paragraph 37, Submissions of the Australian Services Union

[21] Paragraph 37, Submissions of the Australian Services Union

[22] Paragraph 6, Submission United Voice 15 February 2019

[23] Paragraph 41, Submissions United Voice 15 February 2019

[24] Submissions of Health Services Union Elrick [28], Eddington [51], Sheehy[10]

[25] Submissions of Health Services Union, Eddington [51].

[26] [2014]FWCFB 1788 at [23] – [24].

[27] the Disabilities Services Award, The Charitable Sector, Aged and Disability Care Services (State) Award 2003, Charitable, Aged and Disability Care Services (State) Award, the Disability Support Workers Award - State 2003,the Community Services (Home Care Service of New South Wales) Care Workers Award 2002; the Community Services (Home Care) (ACT) Award 2002, the Home and Community Care Award 2001 and the Social and Community Services Employees (State) Award

[28] Miscellaneous Workers Home Care Industry (State) Award [NAPSA –NSW], clause 5(b)(iv)

an employee who would normally live at the client's premises for a period in excess of 48 hours. This formed one of the basis for the inclusion of the 24 hour care provision into the SCHCDSI Award.

38. It should be noted that the HSU was not an interested party to the Miscellaneous Workers – Home Care Industry [NAPSA–NSW] so are unlikely to have many members in this area in NSW.

39. Further, in support of the current use of the clause in the industry is the fact that there has been over 50 enterprise agreements approved by the Commission, since the Modern Award was made, which specifically include provision for 24-hour care shifts. Just a cursory review of provisions in several of these enterprise agreements indicate that they do not all merely include a replicate of Clause 25.8 from the SCHCDSI Award, but instead include provisions with more specific detail – which would be unnecessary and unlikely content if 24-hour care shifts were not used. Six examples are included at Annexure A.

40. The Commission should therefore not accept the unions' claims, based on the evidence of its industrial/legal officers, concerning the use of 24-hour care shifts in the industry.

Payment for 24 hour care shifts

41. Another reasons relied on by the HSU is that *"where an employee is required by the employer and is not free to get on with their own chosen actives, they should be compensated for that as work."*[29] The HSU has not provided evidence of employees who, during the hours that they are not discharging care (within the 24 hour period), have been unable to engage in personal (as distinct from work) activities. To the contrary, the HSU evidence includes that the clause is ambiguous and suggests '*the availability for duty does not necessarily mean present for duty.'*[30]

42. During hours that personal care duties are not needing to be discharged, employees with smart phones, or other access to the internet, would have extensive opportunity to engage in personal activities which do not involve any productive benefit to the employer. For example, an employee would be able to socialise with friends/family in calls or messaging, browse or make purchases with on-line shopping, undertake personal research activities – such as planning for a holiday, and play on-line games.

43. The HSU claims that the '*clause leaves employees open to exploitation'*[31] but has failed to establish any probative evidence of this and should be rejected.

[29] Paragraph 65, Submissions Health Services Union 18 February 2019
[30] Submissions of Health Services Union Statement James Eddington
[31] Paragraph 65, Submissions Health Services Union 18 February 2019

44. The United Voice claim '*sleep is not antithetical to work*' and '*If an employer wants to contract with an employee on the basis that for some part of a work engagement, the employee is asleep, this is still work.*'[32] A similar argument was considered in *Broken Hill Town Employees' Union and Broken Hill City Council,*[33] in that case, the union argued the entire 24 hour block respite care period should be regarded as time worked. In responding to this claim, Deputy President Sams stated at [32]:

> *In my judgement, this proposition* cannot *be right. Notwithstanding the absence of award provisions for 24 hour block respite care, at least part of that time must be regarded as a sleepover. With this in mind, I turn now to consider the concept of a sleepover in this context. In my view, sleepovers cannot be conceptually characterised in the same way as ordinary time worked. True it is that the employee is technically on duty. However, to characterise the entire shift as work in the ordinary sense is, to my mind, an absurd strangulation of the definition of work.*

45. The 24 hour care provisions should not be treated as having any defect as a result of the non-payment for time that the employee is available for duty, but not discharging the personal care duties, as this is consistent with proper notions of work – and in consideration of the skill discharged when actually performing duties, which attracts (and warrants) the ordinary rate of pay in the SCHCDSI Award.

46. It is also important to take into consideration, that a person engaged on a 24 hour care shift pursuant to Clause 25.8 of the SCHCDSI Award receives not only their ordinary hourly rate for the maximum 8 hours of care discharged, but also a loading of 55% for all those hours[34]. An employee is thus paid the equivalent of 12.4 hours at their ordinary rate for 8 hours of performing work.

Additional hours in a 24 hour care shift

47. The United Voice claim it is questionable whether Clause 25.8 is compliant with the Act.[35] This claim is not made out in its arguments or by its evidence.

48. While The United Voice claims Clause 25.8 'provides no certainty concerning the hours of work of an employee,'[36] Clause 25.8 clearly states that '*the employee is required to provide a total of no more than eight hours of care during this period*.'[37]

49. The Untied Voice claims the 24 hour care shift involves '*a contingent request by the employer, if necessary, for the employee to work additional hours in relation to emergencies and unforeseen care needs of clients*' and that the clause provides no facility for the employee to refuse additional hours that may be required during the

[32] Paragraph 23, Submissions United Voice 15 February 2019
[33] [2008] NSWIRComm 210
[34] Cl. 25.8(c)
[35] Paragraph 17, Submissions United Voice 15 February 2019
[36] Paragraph 18, Submissions United Voice 15 February 2019
[37] Cl. 25.8(a)

engagement. The inference in the United Voice's claim is that the provision in some way offends Clause 62 of the Act. The United Voice's claim/suggestion to the Commission should not however be accepted.

50. United Voice has not produced any evidence of any employees being unreasonably required to provide more than 8 hours' care during a 24 hour care shift, nor of any employees who have sought to reasonably refuse to provide more than 8 hours' care during a 24 hour care shift.

The purpose of 24 hour care shifts

51. The use of 24 hour care shifts is necessary to allow a person with a disability their rights under *The Disability Inclusion Act 2014* and NDIS Quality and Safeguards Commission.

52. The purpose objective of the *Disability Inclusion Act 2014* include:

> **Division 2**
>
> *'(b) to promote the independence and social and economic inclusion for people with disability,*
>
> *(c) to enable people with disability to exercise choice and control in the pursuit of their goals and the planning and delivery to their supports and services'*

53. The NDIS Quality and Safeguard Commission is a new independent agency established to improve the quality and safety of NDIS supports and services. One of these roles is to *'promote the NDIS principles of choice and control, and work to empower participants to exercise their rights to access good quality services as informed, protected consumers.'*[38]

54. Members have indicated that without the 24 hour care provision; people with a disability may need to move away from their family and relocate to a care facility which could lead to serious mental health and behavioural issues. Employers are already limited in their capacity as it is in this area.

Excursion clause

55. United Voice also seeks to vary the excursion clause[39] to ensure time taken off would be accrued at the overtime rate.[40]

[38] https://www.ndiscommission.gov.au/about

[39] Paragraph 44, Submissions United Voice 15 February 2019 '*the employer and employee may agree to accrual of time instead of overtime payment. The time accrued will be calculated at the overtime rate.'*

[40] Paragraph 44, Submission of United Voice 15 February 2019

56. For the purpose of clarify under the SCHCDSI Award, Clause 25.9 (a) provides:

> ***(****ii) The employer and employee may agree to accrual of time instead of overtime payment for all other hours.*

57. United Voice is seeking to vary that clause to read

> *'the employer and employee may agree to accrual of time instead of overtime payment. The time accrued will be calculated at the overtime rate'*

58. United Voice states that the SCHCDSI Award is '*ambiguous as to whether employees will be compensated for working overtime.*' AFEI disagrees that there is any ambiguity or that the clause does not involve compensation for working overtime. Employees can already choose to be paid overtime or agree with their employer to take it as time off in lieu of overtime (TOIL).

59. Under clause 28.2(c) of the SCHCDSI Award – TOIL, the hours an employees is *'entitled to take is the same as the number of overtime hours worked*.' Commonly referred to as time for time.

60. To provide a different method for calculating TOIL for an excursion is only likely to create confusion for employers and employees.

61. The Full Bench held[41] that *"some aspects of the Family Leave Test Case TOIL provision retain their cogency in the current statutory context. In particular, we see no reason to depart from the test case standard regarding the calculation of time for the purpose of TOIL."* The Family Friendly Test Case held that the time for time rate reflected the value placed on time off work by employees to better reconcile work and family commitments.

62. United Voice has not led probative evidence in support of their claim, including any evidence that employers apply pressure to employees to accept accrual of time at an hour for hour rate instead of paying overtime.[42]

63. United Voice has neither demonstrated that the current SCHCDSI Award provisions do not achieve the modern award objectives.

64. If the variation were made, the impact to employers would not only be cost-related, but also involve an increase in administrative burden associated with two separate methods for TOIL accrual, depending on whether the overtime was worked during an excursion or some other circumstances.

65. The United Voice's claim for variation to the excursion provisions should therefore be rejected.

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[41] [2015] FWCFB 4466 [255]

[42] Paragraph 46, Submission of United Voice 15 February 2019

Public Holidays

66. United Voice is seeking to amend the public holiday clause (clause 34.2) with the addition of the following:

> *(c) Rosters must not be altered for the purpose of avoiding public holiday entitlements under this Award and the NES*[43]

67. United Voice has claimed that amendment is necessary as *'there are some employers who are altering the rosters of part-time employees to avoid the payment of public holiday rates.*[44] United Voice has provided no probative evidence for this assertion.

[43] Paragraph 167, Submission of United Voice 15 February 2019

[44] Paragraph 166, Submission of United Voice 15 February 2019

Annexure A:

Enterprise Agreement (made after 2010)	Clause No.	Provision (which differs to Cl. 25.8 SCHADSI Award)
BROTHERHOOD OF ST LAURENCE COMMUNITY SERVICES ENTERPRISE AGREEMENT 2017	U.1.6(c)	An employee who is required to work a 24 hour shift is entitled be paid eight hours work at 155% of their base rate of pay for each 24 hour shift. This rate takes into account all incidents of employment inherent in the work and conditions of an employee working a 24 hour shift, including but not limited to, the requirement to reside at a client's home and to be available to perform work at all times of the day as the client's needs require.
BUNDALEER CARE SERVICES LIMITED, NSWNMA AND HSU NSW ENTERPRISE AGREEMENT 2017 - 2020	12.5(a)	Live-in Home Carer - shall mean a home care employee who lives at the client's premises for a period of 24 hours or more.
FRESH HOPE CARE HOME CARE ENTERPRISE AGREEMENT 2017	5d1	An employee who is required to work a 24 hour shift will be paid eight hours work at 155% of their appropriate rate for each 24 hour period. This rate takes into account all incidents of employment inherent in the work and conditions of an employee working a 24 hour shift, including but not limited to, the requirement to reside at a consumer's home and to be available to perform work at all times of the day as the consumer's needs require.
BAPTISTCARE NSW & ACT AGED CARE ENTERPRISE AGREEMENT 2017	18.5(b)	Employees may agree to live at a client's home for a period of up to 72 hours in order to be on call for non-scheduled work and to perform general housekeeping and/or personal care duties.
SOUTHERN CROSS CARE (VICTORIA) COMMUNITY SERVICES ENTERPRISE AGREEMENT 2014	4.8.7	Where the requirement for an employee to provide care exceeds 24 hours the provisions of Clause 4.9 (Extended Care) will apply
AUTISM SA ENTERPRISE AGREEMENT 2014	5.1.9(b)	In the interests of continuity of care, 24 hour care shifts may be rostered on a maximum of two (2) consecutive days, or three (3) consecutive days by mutual agreement.