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**Sent:** Tuesday, 29 August 2017 3:14 PM  
**To:** Chambers - Lee C  
**Cc:** Margaret Chan; David Reid  
**Subject:** Revised Clauses - Aged Care Award 2010 - ACE Proposal

Good Afternoon Associate

As per Commissioner Lee's request this morning at the conference for the *Aged Care Award 2010*, please find attached a copy of the revised clauses as proposed by Employer Parties which were circulated.

Please let me know if there are any further queries.

Regards  
Keiran

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(f) **Remote response**

- (i) In this award, unless the contrary intention appears, remote response duties include:
- (a) responding to phone calls, messages or emails;
  - (b) providing advice ('phone fixes')
  - (c) arranging call out/rosters of other employees; and
  - (d) remotely monitoring and/or addressing issues by remote telephone and/or computer access
- (ii) If an employee is required to perform remote response duties between 6.00am and 10.00pm in any day, the employee will be paid at the ~~prescribed~~ rate of 150% of the employee's base rate of pay for the time worked, rounded up to the nearest 15 minutes. Where the time worked by the employee exceeds two hours during this period, the employee shall be paid 200% of their base rate of pay.
- (iii) If an employee is required to perform remote response duties between 10.00pm and 6.00am in any day the employee will be paid at the ~~prescribed~~ rate of 150% of the employee's base rate of pay for the time worked for the first two hours, with a minimum payment as for one hour. Where such work exceeds one hour, payment will be made at the prescribed rate for the duration of the work. Where the time worked by the employee exceeds two hours during this period, the employee shall be paid 200% of their base rate of pay.
- (iv) An employee remotely responding will be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response
- (v) Clause 22.4 will not apply to an employee performing remote response work where that work commences within 3 hours of the start of their shift. Any work performed pursuant to this clause will not be considered overtime for the purpose of clause 22.4.

## Damaged clothing allowance

- (a) Where the employer does not provide or require an employee to wear a uniform, and in the course of their employment, the employee suffers any damage or soiling of personal clothing beyond what would be reasonably expected as part of the routine tasks an employee would undertake on a daily basis, the employer will be liable for the reasonable cost of replacement, repair or the cleaning of the clothing provided immediate notification is given of the damage or soiling.

This clause will not apply where the damage or soiling is caused by the negligence of the employee or where the employer has provided protective clothing/equipment to prevent such damage or soiling of the employee's personal clothing.

## (e) Phone allowance

Where the employer requires an employee to use a mobile phone for the purpose of being on call ~~or to access their work roster~~, the employer will either:

- (i) provide a mobile phone and cover the cost of any subsequent charges; or
- (ii) enter into an agreement with the employee as to the quantum of reimbursement and the evidence requirements ~~needed~~ for reimbursement.