



Model COVID-19 Individual Flexibility Agreement

1. This Individual Flexibility Agreement (IFA) is made pursuant to clause 7 of the Social, Community, Home Care and Disability Services Industry Award 2010 (**the Award**) between

[name of employee] _____ (the Employee)
and

[name of employer] _____ (the Employer)

2. The IFA has been made solely for the purpose of:
 - a. ensuring continuity of service in the residential out of home care service system during the COVID-19 pandemic period that is responsive, safe and industrially compliant; and
 - b. minimising the risk of infection amongst both the young people in care and the workforce.
3. The pandemic period is the period of time that the public health orders made under the *Public Health Act 2010* relating to the COVID-19 virus are in operation.
4. The IFA commences on [X date] and ceases at the end of the pandemic period.
5. The principles set out in the *Guidelines for implementing Individual Flexibility Agreements in residential out-of-home care settings during the Covid-19 pandemic period*—“Attachment A”—underpin the terms of this IFA.
6. The IFA has been genuinely made by the Employer and the Employee without coercion or duress and after the Employee commenced employment with the Employer.
7. The Employee and the Employer have agreed to vary the application of the following terms of the Award relating to arrangements for when work is performed:

Clause 25. Ordinary hours of work and rostering

Clause 27. Breaks
8. The Employee and the Employer agree that clauses 25 and 27 of the Award will be varied in the following way provided these variations are consistent with the Employer’s obligations towards the Employee pursuant to the *Workplace Health and Safety Act 2011* (a copy of a sample roster is attached—Attachment B):
 - a. Work may be performed as 12-hour shifts, with overtime payable as provided in the Award at cl 28.
 - b. The maximum number of consecutive 12-hour shifts will be 7, which will be followed by 7 days off.
 - c. Work may be performed outside of the span of hours.

- d. Rest breaks between shifts may be reduced by agreement between the Employer and Employee.
 - e. The number of days off between shifts may be reduced by agreement between the Employer and Employee.
 - f. Meal breaks may be taken at times agreed by the Employer and Employee.
9. The IFA results in the Employee being better off overall at the time that the agreement is made than they would have been had the agreement not been made, because of the following:
- a. Employees who provide support to children and young people in residential OOHC care who meet the case definition for COVID-19 testing¹ (or the definition of 'close contact') will be paid a Covid-19 allowance in recognition of the higher risk this work presents. The allowance would comprise a 15% increase on the minimum base pay for the Employee's position prescribed by the Social, Community and Disability Services Industry Equal Remuneration Order 2012 (ERO).
 - b. If the Employee is required to be absent from work as a result of:
 - i. self-isolation or quarantine, or
 - ii. the need to care for a sick family member(s) or
 - iii. the need to care for their child/ren due to the closure of schools or caring facilitiesdue to COVID-19, they will be able to access up to 20 days paid special leave.
 - c. The Employee will receive all overtime, penalty rates, allowances and other entitlements provided by the Award and these will be calculated on the rate provided in clause 9(a) of this Model COVID-19 IFA.
10. The Employer will provide the Employee with a safe system of work as outlined in the *Guidelines for implementing Individual Flexibility Agreements in residential out-of-home care settings during the Covid-19 pandemic period*—“Attachment A”—to this agreement.
11. The Employer must keep the IFA as a time and wages record and provide a copy of the IFA to the Employee.
12. The Employer will take reasonable steps to ensure that the employee understands the IFA, including providing the Employee with the contact details of the Australian Services Union.
13. The Employee and Employer agree that the IFA will terminate at the end of the Pandemic Period.
14. If the Employer or Employee wish to terminate the IFA prior to the end of the Pandemic Period, either the Employer or Employee may do so by giving 13 weeks written notice of termination to the other provided that the conclusion of the notice period occurs on or before the end of the Pandemic Period.
15. The termination of the IFA will not affect the employment of the Employee but will result in all of the Employee's conditions of employment being provided by the Award and ERO.

¹ A confirmed, probable or suspect case in accordance with the NSW Health definition, see www.health.nsw.gov.au/Infectious/diseases/Pages/2019-ncov-case-definition.aspx#confirmed

Signed by:

Employer

Employee

Date: _____

ATTACHMENT A:

[Click here](#) for the Guidelines for implementing Individual Flexibility Agreements in residential out-of-home care settings during the Covid-19 pandemic period

ATTACHMENT B: Employee's roster

NB: Attach to the IFA the agreed rostered hours while using the IFA.

By way of example, a fortnightly roster with 7 consecutive 12-hour shifts could look like:

	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
Week A	<i>8am-8pm</i>	<i>8am-8pm</i>	<i>8am-8pm</i>	<i>8am-8pm</i>	<i>8am-8pm</i>	<i>8am-8pm</i>	<i>8am-8pm</i>
Hours	<i>10 ordinary, 2 OT</i>	<i>10 ordinary, 2 OT</i>	<i>10 ordinary, 2 OT</i>	<i>8 ordinary, 4 OT</i>	<i>12 OT</i>	<i>12 OT</i>	<i>12 OT</i>
Week B	<i>Day off</i>	<i>Day off</i>	<i>Day off</i>	<i>Day off</i>	<i>Day off</i>	<i>Day off</i>	<i>Day off</i>

All hours to include a 15% COVID-19 allowance on the base rate, and overtime paid per the Award provisions (see Award cl 28):

- *38 hours at ordinary rate*
- *12 hours at overtime — time and a half*
- *34 hours at overtime — double time*

Note: on public holidays, overtime is calculated at double time and a half