



***BLUECARE
CARE AND SUPPORT EMPLOYEES
ENTERPRISE AGREEMENT 2023***

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1. APPLICATION AND OPERATION

1.1. Title

This Agreement shall be known as the *BlueCare_Care and Support Employees Enterprise Agreement 2023 (the Agreement)*.

1.2. Application of Agreement

1.2.1. This Agreement will cover and apply in accordance with the Act to:

- The Uniting Church in Australia Property Trust (Q.) represented by BlueCare (ABN 96 010 643 909);
- Employees as defined in this Agreement;
- The Australian Workers Union;
- United Workers Union;
- Queensland Nurses and Midwives' Union of Employees (QNMU) and the Australian Nursing and Midwifery Federation (ANMF);
- The Services Union - Australian, Municipal, Administrative, Clerical and Services Union QLD;
- Health Services Union NSW/ACT/QLD.

1.3. Period of Operation

1.3.1. This Agreement will operate seven (7) days from the date of approval by the Fair Work Commission and shall remain in force for a period of three (3) years from the date of approval. Once this Agreement passes its nominal expiry date, it will continue to operate until it is terminated or replaced in accordance with the Act.

2 PURPOSE OF AGREEMENT

2.1 Objectives

- 2.1.1 The parties to this Agreement are committed to the Employer's values and mission.
- 2.1.2 Commitment of Quality Care – the parties to this Agreement are committed to the highest quality of care and services which provides for a holistic, person-centred approach and consumer choice, guided by the relevant regulatory bodies, standards and legislation.
- 2.1.3 The parties commit to continual improvement in striving to achieve best practice in all aspects of operational and service delivery thus striving for more effective and efficient work practices which will improve the quality of care of aged care residents and community clients.
- 2.1.4 Through this Agreement, the parties commit to developing and implementing strategies designed to recognise and achieve productivity and efficiency improvements in the workforce, and to enhance job satisfaction, career pathway, job security and remuneration, while aiming to provide the highest quality of service and support which will maximise each resident/client's quality of life.
- 2.1.5 The parties to this Agreement recognise the benefits of permanent employment and commit, where practicable, to employment of permanent employees in preference to casual employees or use of labour hire.
- 2.1.6 The parties to this Agreement will collectively strive to achieve quality, person-centred outcomes.
- 2.1.7 The purpose of this Agreement is to achieve a stable industrial relations framework across the Employer's services.

3 INTERPRETATION

3.1 NES Relationship

- 3.1.3 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). In the event of any inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of any inconsistency.

3.2 Definitions

- (a) *Accrued Days Off (ADOs)* are a work arrangement where a full-time Employee works 152 hours over 19 days in a 28-day period, which may be provided at the discretion of the Employer.
- (b) *Act* means the *Fair Work Act 2009* (Cth).
- (c) *Aged Care* relates to the care of the elderly in a residential and/or community setting.
- (d) *Aged Care Facility* means any house, apartment or premises, licensed or unlicensed which is used or intended to be used for the reception, care and treatment of persons who on account of age, infirmity, chronic ill health or the effects of illness from which they are convalescent, require support and care and/or supervision. For the avoidance of doubt Aged Care Facility includes a Retirement Living facility.
- (e) *Base rate of pay* means the weekly or hourly rate for ordinary hours, exclusive of overtime, penalties and loadings.
- (f) *Business Day* means any day except a Saturday, Sunday or public holiday.
- (g) *Client* is any person in the community who chooses to use the services of the Employer.
- (h) *Community* means any private residence or location other than an aged care facility where Employees are required to deliver services and includes short and long term respite and day respite.
- (i) *Continuous Shift Work* means continuous work done by an Employee where the ordinary hours of work are regularly rotated over all shifts covering a 24 hour per day operation over a 7 day week.
- (j) *Day Worker* means an Employee who works their ordinary hours between 6.00am and 6.00pm.
- (k) *Employee/s* means any person/s employed by the Employer in the state of Queensland for whom classifications and rates of pay are prescribed by this Agreement. Employees does not include the following roles: Case Workers, Health Workers and Lead Practitioners.
- (l) *Employer/s* mean/s The Uniting Church in Australia Property Trust (Q.) represented by BlueCare (ABN 96 010 643 909)
- (m) *FWC* means the Fair Work Commission.
- (n) Immediate family member or household member means a:
- spouse or former spouse;
 - de facto partner or former de facto partner;
 - child;
 - parent;
 - grandparent;
 - grandchild;
 - sibling, or
 - child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner (or former spouse or de facto partner).

This definition includes step-relations (for example, step-parents and step-children) as well as adoptive relations.

A household member is any person who lives with the Employee.

- a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

- (o) *NES* means the National Employment Standards under the *Fair Work Act 2009* (Cth).

- (p) *Resident* is any person in a residential Aged Care Facility.
- (q) *Rostered Day Off* means a day where an Employee is not rostered to work other than an Accrued Day Off.
- (r) *Salary Packaging* is a system whereby a portion of an Employee's gross salary or wage is paid as a benefit, before tax, rather than directly as salary, thereby usually reducing the amount of tax paid by the Employee on the income.
- (s) *Service/s* include all locations where the Employer offers service/s to any client/resident. Services shall include, but not limited to: any aged care facility, drug and alcohol rehabilitation service, respite, disability or community service, office or location offering support services.
- (t) *Shift Worker*, for the purposes of the NES, means an Employee who is regularly rostered to work their ordinary hours outside the hours of 6am to 6pm and/or an Employee who works for more than four (4) ordinary hours on 10 or more weekends. A weekend means work in ordinary time on a Saturday and/or Sunday in any one calendar week.
- (u) *Trainee* means any person employed and remunerated in accordance with the National Training Wage rates as defined in the applicable Award.
- (v) *Unions* means The Australian Workers Union, United Workers' Union, The Services Union, The Health Services Union, the Queensland Nurses and Midwives' Union of Employees and the Australian Nursing and Midwifery Federation.
- (w) *Workplace* means the location/s at which the Employees perform work.

4 COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

4.1 Consultation regarding major workplace change

The parties to this agreement are:

- 4.1.3 Committed to ongoing consultation in regard to issues that arise in the workplace and recognise positive outcomes are more likely through consultation and dialogue between the parties.
- 4.1.4 Committed to the highest quality of care and services which provide for a holistic, person-centred approach and consumer choice, guided by the relevant regulatory bodies, standards and legislation guided by the Aged Care Quality Standards and the Australian Council on Healthcare Standards, and those of any other accredited bodies, and other quality standards.
- 4.1.5 Committed to developing, implementing and improving strategies that are designed to achieve productivity and efficiency improvements in the workforce, enhance job satisfaction, career development and job security, while providing the highest quality of service and support to maximise each client's quality of life.

4.2 Introduction of change

This provision applies if:

- 4.2.3 The Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- 4.2.4 The change is likely to have a significant effect on Employees of the workplace; or
- 4.2.5 The Employer proposes a change to the regular roster or ordinary hours of work of Employees.

4.3 Employers duty to notify

- 4.3.3 Where the Employer decides to introduce major workplace changes including in production, program, organisation, structure or technology, that are likely to have significant effects on Employees, the Employer will notify the Employees who may be affected by the proposed changes, the relevant Union/s and, where relevant, the Employee's nominated representative(s).

- 4.3.4 'Significant effects' includes termination of employment, major changes in composition, operation or size of the Blue Care's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
- 4.3.5 In relation to clause 4.2.5 the Employer will notify the relevant Employees of the proposed change, the Union/s and, where relevant, the Employee nominated representative(s).

4.4 Employers duty to consult over major change

- 4.4.1 The relevant Employees may appoint a representative for the purposes of the procedures in this term. If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 4.4.2 The Employer will consult the Employees affected and the Employees' nominated representative about the introduction of the changes, the effects the changes are likely to have on Employees (including the number and categories of Employees likely to be dismissed, and the time when, or the period over which, the Employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment). The consultation must occur as soon as practicable after making the decision referred to in clause 4.3.1.
- 4.4.3 For the purpose of such consultation the Employer will provide in writing to the Employees concerned, the Union/s and, where relevant, the Employee nominated representative(s) all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees, measures being taken to avert or mitigate the adverse effect of the change on Employees and any other matters likely to affect Employees, provided that the Employer shall not be required to disclose confidential or commercially sensitive information to Employees or their representatives. Employer
- 4.4.4 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 4.4.5 Any change process to be addressed in accordance with this Agreement will be the subject of consultation with relevant Employees and the Employee nominated representative before implementation. This will require communication with all Employees concerned.
- 4.4.6 Nothing in clause 4.4.5 shall operate so as to diminish the parties' rights to access the dispute resolution procedure outlined in clause 3.8.

4.5 The Employers' duty to consult over change to regular roster or ordinary hours of work

- 4.5.1 The relevant Employees may appoint a representative for the purposes of the procedures in this term. If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 4.5.2 The Employer will discuss with the relevant Employees the introduction of the change and for the purposes of the discussion provide to the relevant Employees all relevant information about the change including the nature of the change, information about what the Employer reasonably believes will be the effects of the change on the Employees, and information about any other matters that the Employer reasonably believes are likely to affect the Employees.

- 4.5.3 Relevant Employees will be invited to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 4.5.4 The Employer is not required to disclose confidential or commercially sensitive information to relevant Employees.

4.6 Enterprise Agreement Consultative Committee

- 4.6.1 An Enterprise Agreement Consultative Committee will meet biannually or as required to monitor the implementation of this Agreement and assist in the resolution of any concerns or issues arising from the implementation of this Agreement. Membership of the committee will consist of four (4) Employer representatives and two (2) representatives from each of the unions party to this Agreement.

4.7 Workloads Management

- 4.7.1 The Employer is committed to meeting or exceeding care minutes as mandated by the relevant regulatory body and will comply with all reporting requirements.
- 4.7.2 The parties to this Agreement acknowledge that residential management are committed to ensuring workforce levels are appropriate for the provision of high-quality care time for the residents and have a responsibility to maintain a balanced workload for Employees.
- 4.7.3 To ensure that any excessive or unreasonable workloads or concerns regarding care minutes are identified and resolved the following procedure applies:
 - (a) In the first instance, an Employee should discuss the issue with their immediate leader.
 - (b) The Employee and the leader should identify the reason for the problem and possible solutions.
 - (c) The outcome of the discussions will be communicated to the team (where applicable) by the leader and Employee.
 - (d) The outcome and solutions may be recorded on a workload management form but should be recorded as per 4.7.4. below.
 - (e) If the measures implemented do not effectively address the issue(s), the report should be forwarded to the leader for further action.
 - (f) The leader should address the issue(s) and advise the relevant parties of the recommended remedy to resolve the issue(s).
- 4.7.4 Workload management concerns must be a permanent agenda item at all Consultative Committee meetings. Outcomes and actions in relation to workload management issues must be recorded in the minutes of the meeting. Resolution of any workload issues should take the following criteria into account:
 - (a) Clinical assessment of client's needs;
 - (b) The demand of the environment such as facility layout;
 - (c) Statutory obligation, (including but not limited to, work health and safety legislation);
 - (d) The requirements of nurse regulatory legislation;
 - (e) Reasonable workloads;
 - (f) Accreditation standards.
- 4.7.5 If the issue(s) is still unresolved, the Employee/s may advance the matter to the next highest leader for resolution.

4.8 Grievance and Dispute Settling Procedures

- 4.8.1 The matters to be dealt with in this procedure shall include all grievances or disputes between an Employee and the Employer in respect to any industrial matter (arising out of the terms of this

Agreement), the NES and any other matters agreed upon. The procedure shall apply to a single Employee or any number of Employees. A Union covered by this Agreement may commence, and be a party to, a grievance or dispute under this clause. An Employee may nominate a representative at any stage of the grievance and dispute settling procedure.

This process seeks to prevent and resolve disputes closest to the source of the problem as soon as possible, in a manner which is fair and acceptable, in terms of outcomes, for all parties.

- 4.8.2 An Employee who has a grievance or dispute as defined in clause 4.8.1 and where they are unable to satisfactorily resolve the problem should:
- (a) Discuss the grievance or dispute with their immediate leader;
 - (b) The leader will investigate and respond to the Employee as soon as practicable but no more than seven (7) working days after the grievance or dispute is raised;
 - (c) If the grievance or dispute cannot be satisfactorily resolved at this stage the matter will be referred by either party to the next level of management within five (5) working days. If there are some exceptional reasons why the grievance or dispute cannot be discussed with the leader, the Employee may proceed to have the problem dealt with under this sub-clause.
 - (d) If the grievance or dispute cannot be satisfactorily resolved at this level it will be referred by either party to the appropriate People and Culture Representative.
 - (e) If the grievance or dispute cannot be satisfactorily resolved at this level, then either the Employer, or the Employees or their chosen representatives, may refer the matter to the FWC.
 - i. The FWC is empowered to conciliate or, as a last resort, arbitrate a resolution to the dispute.
 - ii. Where a dispute is referred to the FWC for conciliation and/or arbitration, the FWC shall have the power to do all such things as are necessary for the resolution or determination of the matter in dispute. This includes the exercising of procedural powers in relation to directions, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
 - iii. Any order arising from the FWC shall be binding, subject to appeal.
- 4.8.3 Where the grievance involves allegations of a personal nature, sexual harassment, workplace harassment or other sensitive issues, an Employee may commence the procedure at clause 4.8.2 (c) of this Agreement.
- 4.8.4 In this clause, reference to the FWC includes its successor body, should it be introduced during the operation of this Agreement.
- 4.8.5 Whilst the dispute procedure is being implemented to resolve a dispute, normal work shall continue in accordance with the status quo except in a case of a genuine safety issue. Circumstances where an Employee has a reasonable concern about an imminent risk to their health and safety are exempt from this clause. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this clause.
- 4.8.6 At all stages of this process, leaders will endeavour to treat the grievance as a matter of priority.
- 4.8.7 Nothing contained in this procedure shall inhibit the Union or a representative of the People and Culture Team from becoming involved in the resolution of this dispute if such action is conducive to achieving an early resolution of the dispute/grievance or if the dispute/grievance has implications more far reaching than the immediate issue.

5 EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

5.1 Engagement

5.1.1 An Employee shall be engaged on one of the following bases:

- (a) Permanent Full-time

- (b) Permanent Part-time
- (c) Casual
- (d) Fixed term (full-time or part-time)

5.1.2 Full-time Employee

A full-time Employee means an Employee engaged to work seventy-six (76) hours per fortnight, or an average of seventy-six (76) hours per fortnight in accordance with the provisions of this Agreement.

5.1.3 Part-time Employee

(a) A part-time Employee is an Employee who:

- i. Is employed for a minimum of sixteen (16) hours per fortnight but less than seventy-six (76) ordinary hours per fortnight. Where there is written agreement between the Employer and the Employee, a part-time Employee may work less than sixteen (16) hours per fortnight; and
- ii. has reasonably predictable hours of work.

(b) Before commencing employment, the Employer and part-time Employee will agree in writing on the guaranteed minimum number of ordinary hours to be worked by the Employee. Where possible, prior to Employment commencing or failing that within a reasonable period after commencing employment the Employer and part-time Employee will agree on the usual rostering arrangements which will apply to those hours, including the usual days the Employee will work and the usual starting and finishing times on each day worked. The Employee and Employer may agree to changes to these arrangements during the course of the Employee's Employment.

(c) Part-time Employees will:

- i. receive payment for a minimum of three (3) hours per engagement; and
- ii. receive, on a proportionate basis, equivalent pay and conditions to those of fulltime Employees in the same classification.

(d) Subject to clause 7.6, Part-time Employees may, by mutual agreement, work hours in addition to regular rostered hours and all such additional hours to a maximum of seventy-six (76) hours per fortnight will be paid at ordinary time. The additional hours so worked shall be considered in the pro rata calculation of entitlements, subject to clause 7.6.1.

(e) Additional hours available as a result of sick leave, annual leave, natural attrition, workers compensation or other such arrangements will be first offered to part-time Employees where practicable.

(f) The Employer supports Employees maximising their contracted hours, job, and wage security. A part-time Employee who has been rostered on a regular and systematic basis over a period of twenty-six (26) weeks, for more hours than their contracted hours has the right to request an increase in their contracted hours.

(g) Further, any increased hours worked temporarily due to an Employee being absent on leave (such as annual leave, personal leave, long service leave or workers compensation), or to meet specific, short term needs of residents/clients, may not be incorporated in any permanent increase in contracted hours.

(h) The Employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.

5.1.4 Casual Employees

(a) A casual Employee is an Employee who:

- i. Is engaged on an hourly basis for less than seventy-six (76) ordinary hours per fortnight; and

- ii. Is provided a minimum payment for two (2) hours work in respect of each engagement in the community and three (3) hours in respect of each engagement in an aged care facility. Casual Employees who are engaged to work in both community and residential aged care shall receive a minimum payment of three (3) hours for each engagement.
- (b) Casual Employees are to be paid an additional 25% of the relevant permanent hourly rate set out in Appendix 4. Casual Employees will be paid allowances where applicable, on a pro-rata basis.
 - (c) A casual Employee who has been employed for twelve (12) months, rostered on a regular pattern of hours over a period of 6 months will be offered in writing the opportunity to convert to permanent part-time or full-time employment.

Such contract would generally be considered on the basis of the number of hours as previously worked over the last twenty-six (26) weeks; however, the number of hours must be capable of fitting within the existing rostering arrangement.

The Employer will not unreasonably refuse to convert the Employee to permanent, part-time or full-time employment.

- (d) The parties agree that when casuals are employed with regularity of rostering over a 12-month period the Employer and Employee may agree to the Employee taking an approved period of unpaid leave.
- (e) Should the Employer and Employee not be able to agree on the timing of unpaid leave and resumption of the Employee re-commencing work with the Employer, the Employer will formally advise the Employee:
 - i. When the Employee is to take the unpaid leave; and
 - ii. Give at least fourteen (14) days written notice of the starting date of the unpaid leave; and
 - iii. Give notice as to date of return to paid duties on ordinary hours

5.1.5 Fixed Term Employees

Is an Employee who is engaged to work on a part-time or full-time basis for a defined period of time.

5.2 Mixed Functions

- 5.2.2 An Employee may be engaged, on a permanent basis, to perform work in more than one classification under this Agreement provided that:
 - (a) The arrangement shall be subject to genuine mutual agreement between the Employee and Employer;
 - (b) The Employee shall be remunerated for the work performed in accordance with the applicable rate of pay for the classification (Appendix 4 wage rates);
 - (c) Where an existing Employee agrees to undertake functions in an additional classification in accordance with this clause, they shall not be disadvantaged in respect of the contracted minimum number of ordinary hours in their existing contract of employment;
 - (d) Where Employees are rostered to work in a higher classification, and are then directed to perform tasks within a lower classification due to workforce shortages, unexpected work or unforeseen circumstances, they shall be paid in accordance with the higher classification for which they were originally rostered to work in that shift.
- 5.2.3 Nothing in this clause limits the Employer's ability to make changes in accordance with clause 5.8 of this Agreement.
- 5.2.4 Any concern or dispute arising out of this clause shall be addressed through the grievance and dispute settling procedure provided in clause 4.8.

5.3 Trainees

- 5.3.1 Existing Employees shall not be replaced or have their hours reduced by trainees.

- 5.3.2 Notwithstanding any other provision in this Agreement, payments for trainees shall be based on the provisions of the National Training Wage. The training wage shall form the basis of wage calculations in respect of annual leave, overtime, personal/carer's leave and public holidays and shall apply on a pro rata basis.
- 5.3.3 Future wage increases associated with the training wage shall be deemed to have effect on this Agreement.
- 5.3.4 Existing Employees shall be entitled to participate in the traineeship arrangements provided by this Agreement. Where an existing Employee converts to a traineeship under this Agreement, such Employee shall not be disadvantaged in relation to wages and conditions when compared to their level under this Agreement.
- 5.3.5 On completion of the traineeship, those existing Employees who participated in the traineeship arrangement shall, as a minimum, retain their previous employment status and conditions.
- 5.3.6 Notwithstanding, an existing Employee will advance to an employment level commensurate with their qualification only when a vacancy occurs to a position assigned to that level.

5.4 Code of Conduct

- 5.4.1 The Employer is committed to ensure, so far as is reasonably practicable, all individuals are treated with respect and dignity. It is critical to our integrity and our philosophies (as well as our legal obligations) that all Employees conduct themselves in a way that promotes equal employment opportunity, diversity and inclusion and equality in the workplace and does not discriminate, harass, victimise or bully anyone in connection with an Employee's role and/or the services we provide. As such, Employees covered by this Agreement are required to undertake their roles in accordance with the Code of Conduct. It is the intention of the parties to this Agreement to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the Act as amended from time to time. To support these requirements, the Employer will provide the required training.

5.5 Workplace Harassment

- 5.5.1 Workplace harassment and/or bullying will not be tolerated. Workplace harassment is repeated, unreasonable behaviour, other than behaviour that is sexual harassment, that:
 - (a) is unwelcome and unsolicited; and
 - (b) the person considers to be offensive, intimidating, humiliating or threatening; and
 - (c) a reasonable person would consider to be offensive, humiliating, intimidating or threatening.
- 5.5.2 Workplace harassment and/or bullying can occur between management and Employees, between co-workers, or between Employees and clients. The parties acknowledge that workplace harassment can be both overt and covert.

5.6 Termination of Employment

- 5.6.1 Termination by Employer
 - (a) In order to terminate the employment of a full-time or part-time Employee, the Employer shall give the Employee the following notice:

Period of Continuous Service	Period of Notice
not more than 1 year	1 week
more than 1 year, but not more than 3 years	2 weeks
more than 3 years, but not more than 5 years	3 weeks
more than 5 years	4 weeks

- (b) In addition to the notice in clause 5.6.1 (a), Employees forty-five (45) years old or over at the time of giving of notice and who have completed at least two (2) years continuous service with the Employer will be entitled to an additional one (1) weeks' notice.

- (c) Payment in lieu of notice will be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu of notice.
- (d) In calculating any payment in lieu of notice the minimum amount payable to an Employee will be at least the total of the amounts the Employer would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
 - i. The rostered or usual working hours to be worked by the Employee during the notice period;
 - ii. The amounts payable to the Employee for the hours including, for example, allowances, loadings and penalties; and
 - iii. Any other amounts payable under the Employee's employment contract.
- (e) The period of notice in clause 5.6.1 (a) will not apply in the case of dismissal for serious misconduct or other grounds that justify instant dismissal, or in the case of casual Employees, or Employees engaged by the hour or day, or Employees engaged for a specific period of time or for a specific task or tasks. However, a casual Employee who has been employed on a regular and systematic basis during a sequence of periods of employment for not less than 12 months will be entitled to the period of notice in this clause.
- (f) Unless mutually agreed between the Employer and the Employee, an Employee cannot take annual leave or any part thereof for the purpose of notice of termination of employment.

5.6.2 Notice of termination by Employee

The notice of termination required to be given by an Employee shall be the same as that required of an Employer, except that there shall be no additional notice based on the age of the Employee concerned. If an Employee at least 18 years of age fails to give notice, the Employer shall have the right to withhold wages due to the Employee with a maximum amount of no more than one (1) weeks' wages for the Employee.

5.6.3 Statement of service

The Employer will, in the event of termination of employment, provide upon request to an Employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the Employee.

5.6.4 Time off during notice period

During the period of notice of termination given by the Employer, an Employee will be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. This time off will be taken at times that are convenient to the Employee after consultation with the Employer.

5.6.5 Payment on termination of employment

In the case of termination of employment, the Employee will be paid all wages and entitlements including any payment in lieu of notice, any accrued but unused annual and long service leave and any other outstanding unpaid amounts due within seven (7) business days after the employment ends.

5.7 Redundancy

5.7.1 Consultation

- (a) Where the Employer has made a decision that the Employer no longer wishes the job an Employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the Employer will consult with the Employee directly affected and, where relevant, their union.
- (b) The consultation will take place as soon as it is practicable after the Employer has made a decision which will invoke clause 5.7.1 and will cover, *inter alia*, the reasons for the proposed terminations,

measures to avoid or minimise the terminations and/or their adverse effects on the Employees concerned.

- (c) For the purpose of the consultation the Employer will, as soon as practicable, provide in writing to the Employees concerned and their union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.

Provided that the Employer will not be required to disclose confidential and commercially sensitive information.

5.7.2 Transfer to lower paid duties

- (a) Where an Employee is transferred to other duties for reasons set out in clause 5.7.1, the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to, pursuant to clause 5.6.1, if their employment had been terminated.
- (b) The Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former amount the Employer would have been liable to pay and the new lower amount the Employer is liable to pay the Employee for the number of weeks of notice still owing.
- (c) The amount must be worked out on the basis of:
- i. The rostered or usual working hours to be worked by the Employee during the notice period; and
 - ii. The amounts payable to the Employee for the hours including, for example, allowances, loadings and penalties; and
 - iii. Any other amounts payable under the Employee's employment contract.

5.7.3 Time off during notice period

- (a) Where a decision has been made to terminate an Employee's employment in the circumstances outlined in clause 5.7.1, the Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee will, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee will not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

5.7.4 Severance pay

- (a) In addition to the period of notice prescribed for ordinary termination in clause 5.6.1, an Employee whose employment is terminated for reasons set out in clause 5.7.1 will be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (Weeks Pay)
Less than 1 year	nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and up to the completion of 5 years	8 weeks' pay
5 years and up to the completion of 6 years	10 weeks' pay
6 years and up to the completion of 7 years	11 weeks' pay
7 years and up to the completion of 8 years	13 weeks' pay
8 years and up to the completion of 9 years	14 weeks' pay
9 years and over	16 weeks' pay

- (b) "Weeks' pay" means the base rate of pay for the Employee concerned on a weekly basis:

For the avoidance of doubt the following amounts are excluded from the calculation of the "Weeks pay": overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

5.7.5 Employee leaving during notice

An Employee whose employment is terminated for reasons set out in clause 5.7.1 may terminate such employment during the period of notice specified in clause 5.6.1 and, if so, will be entitled to the same benefits and payments under clause 5.7.4 had such Employee remained with the Employer until the expiry of such notice. Provided that in such circumstances the Employee will not be entitled to payment in lieu of notice.

5.7.6 Alternative employment

The Employer, in a particular redundancy case, may make application to the FWC to have the general severance pay prescription amended if the Employer obtains other acceptable employment for an Employee. In these circumstances section 120 of the Act will apply.

5.7.7 Employees exempted

Clause 5.7 does not apply:

- (a) Where employment is terminated as a consequence of misconduct on the part of the Employee;
- (a) To Employees engaged for a specific period of time or for a specific task or tasks if their employment comes to an end at the conclusion of the time or completion of the specific task; or
- (b) To casual Employees.

5.7.8 Exemption in transfer of employment

- (a) The provisions of clause 5.7.1 are not applicable where:
 - i. the Employee accepts an offer of employment made by another employer (**New Employer**), which recognises the period of continuous service which the employee had with the Employer, to be continuous service of the employee with the New Employer; or
 - ii. Where the employee rejects an offer of employment with the New Employer:
 - where the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee immediately before the termination of their employment with the Employer; and
 - which recognises the period of continuous service which the Employee had with the Employer to be continuous service of the Employee with the New Employer; and
 - if the Employee had accepted the offer, there would have been a transfer of employment, as defined in section 22(7) of the Act.
- (b) The FWC may amend 5.7.8(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

5.7.9 Incapacity to pay

The Employer in a particular redundancy case may make application to the FWC to have the general severance pay prescription amended on the basis of the Employer's incapacity to pay. In these circumstances clause 120 of the Act will apply.

5.8 Voluntary Redundancy

- 5.8.1 A voluntary redundancy is the mutually agreed termination of the current employment contract between the Employer and an Employee. These packages are offered to Employees where the organisation has made a decision to significantly change the organisation.
- 5.8.2 Terms and Conditions of Voluntary Redundancy
- (a) Employees selected for negotiations will be selected by the following set of guidelines.
- i. That the Employee is a permanent Employee or a casual Employee with at least six (6) months regular and systematic service, and a genuine expectation of on-going systematic employment;
 - ii. The operational needs of the organisation.
- (b) If negotiations are entered into for a voluntary redundancy, the following can be used for that negotiation.
- i. Payment of pro-rata long service leave (if service is more than five (5) years but less than ten (10)).
 - ii. Payment of two (2) weeks for each year of service to a maximum of twenty-four (24) weeks.
 - iii. Payment of a proportion of sick leave entitlement to maximum of 10% for Employees with less than ten (10) years continuous service or 20% for Employees with ten (10) years or more continuous service.
- (c) The following entitlements will be paid to the Employee as per their agreement or under the Act and where applicable, the *Industrial Relations Act 2016* (Qld):
- i. Payment of all annual leave entitlements.
 - ii. Payment of all long service leave entitlements.
- (d) In the event that agreement is reached between the Employer and Employee and the relevant documentation is signed, the Employee is disqualified from applying for, or being appointed to, any position with the Employer for the period that the redundancy covers (i.e. the number of paid weeks contained in the entire package).
- (e) The Employee will have the right to withdraw any expression of interest in voluntary redundancy at any time prior to the signing of any deed of agreement (settlement).
- (f) The Employer will have the right to withdraw from any negotiation prior to the signing of any deed or agreement or when it determines that the position in question is subject to a selection process and is outside the timelines.
- (g) It is a condition of the voluntary redundancy negotiations and voluntary redundancy package that the negotiations, terms and conditions will remain confidential at all times. Both parties will sign a deed of agreement containing a confidentiality clause.

5.9 Contracting Out

- 5.9.1 It is an objective of this Agreement to provide job security for all Employees. The parties acknowledge that the permanency and consistency of employment is essential for the provision of high-quality care and support. In order to enhance job security and ensure a high standard quality care, direct, permanent engagement will be the principle and preferred method of employment.
- 5.9.2 The policy of the Employer is to only wholly contract out core services as a last resort.
- 5.9.3 Where the Employer seeks to wholly contract out services, the relevant unions and the EA consultative committee will be consulted as early as possible and the provisions of Part 4 will apply.

5.10 Aboriginal and Torres Strait Islander Peoples Employment Strategy

- 5.10.1 The parties to this Agreement are committed to promoting equitable employment and career pathway development throughout all services for Aboriginal and Torres Strait Islander peoples. Initiatives in support of this are actionable deliverables within the Employer's Reconciliation Action Plan and shall

include culturally informed recruitment, career development and cultural competency awareness programs for all Employees.

5.11 Supported Wage

- 5.11.1 This provision applies to Employees who because of the effects of a disability are eligible for a supported wage.
- 5.11.2 Notwithstanding any other provision of this Agreement, any Employee employed on a supported wage will be paid the rates of pay applicable at the time of employment under the Supported Wage System as outlined in the *Aged Care Award 2010*.

6 WAGES AND WAGE RELATED MATTERS

6.1 Wages

- 6.1.1 The Employer must pay an Employee, a base rate of pay as provided for in Appendix 4. Provided that at all times, up to and including 30 June 2026, Employees shall be paid at least 5% above the base rate of pay to which the Employee would be entitled under the relevant modern award, as varied from time, if that Award applied to the Employee.
- 6.1.2 For the avoidance of doubt, base rates of pay must remain 5% above the base rates of pay under the relevant modern award including when the base rates are increased by the FWC outside of the annual wage review process up to and including 30 June 2026
- 6.1.3 If just prior to the commencement date of this Agreement, an individual Employee is being paid more than the amounts specified in Appendix 4, the Employee will maintain this higher rate of pay until the rates applicable in Appendix 4 exceed the amount being paid to the Employee just prior to the commencement date of this Agreement.
- 6.1.4 The allowances payable under this Agreement are in Appendix 5.

6.2 Income Protection

- 6.2.1 The Employer will provide an income protection scheme during the life of this agreement.
- 6.2.2 The Employer will be the policy holder and the operations of the scheme will be oversights by the CASCC.

6.3 Payment of Wages

- 6.3.1 Wages shall be paid fortnightly following the completion of the rostered fortnight by electronic funds transfer into an account nominated by the Employee. Wages shall be paid no later than three (3) business days after the completion of the fortnight.
- 6.3.2 Where it is identified by the Employee and the Employer agrees, Employees who are underpaid during any particular fortnight shall have the underpayment paid to the Employee as soon as practicable.
- 6.3.3 Where it is identified by the Employer and the Employee agrees, Employees who are overpaid during any particular fortnight will, in good faith, enter into a repayment arrangement that is reasonable and fair. In the case of payment of final entitlements on termination of employment, all outstanding overpaid monies may be recovered.
- 6.3.4 The Employer shall provide all Employees with pay advice in accordance with the Act.

6.4 Superannuation

- 6.4.1 In addition to all other entitlements, Employees covered by this Agreement shall be entitled to the minimum superannuation contribution in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).

- 6.4.2 The Employer will pay superannuation contributions for Employees on a monthly basis, into a complying Superannuation Fund nominated by the Employee in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 6.4.3 Upon employment the Employer will advise Employees they may nominate a fund into which all statutory superannuation contributions will be paid.
- 6.4.4 Should an Employee fail to nominate a fund while it remains a legislative requirement:
- (a) The Employer will contact the Australian Taxation Office (ATO) to see if the Employee has an existing fund. If the ATO identifies that the Employee has an existing fund, this will be their 'stapled' account and the Employer will pay the statutory superannuation contributions for the Employee into this account;
 - (b) If no account is found and the Employee hasn't chosen a fund, the Employer will create a new account for them with the Employer's default super fund. The Employer will pay the Employee's statutory superannuation contributions to this fund.
 - (c) The default funds for this Agreement are:
 - i. HESTA
 - ii. NGS
 - iii. Australian Retirement Trust
 - iv. A fund as listed in the applicable Award
 - v. A complying superannuation fund of the Employee's choice.
- 6.4.5 The superannuation contributions will be paid at ordinary time earnings as defined by the ATO.
- 6.4.6 Contributions will continue to be made on behalf of the Employees for the first twenty-six (26) weeks of any absence where the Employee is receiving WorkCover payments.
- 6.4.7 The Employer and Employee may agree to the Employee salary sacrificing further superannuation contributions. In such cases, the Employer contribution shall be based on the amount the Employee would have received had there been no salary sacrifice.
- 6.4.8 In addition to any other arrangement, the Employee may elect to make further contributions.

6.5 Allowances

- 6.5.1 Uniform and Laundry Allowance
- (a) If uniforms are a requirement of the workplace, uniforms of good quality should be provided free of charge to Employees who are required to wear uniforms or, in lieu thereof, an allowance as provided in Appendix 5.
 - (b) Uniforms shall be laundered at the expense of the Employer or a flat allowance as provided in Appendix 5 shall be paid. In the event of it becoming necessary to wear overcoats, such overcoats shall be provided by the Employer free of charge.
 - (c) Employees who are required to perform work which results in their clothing becoming wet shall be supplied with protective clothing such as waterproof aprons or overalls.
 - (d) Employees whilst regularly working in the kitchen shall be provided with aprons, which shall be maintained in a clean condition by the Employee.
 - (e) Employees who are required to perform work which results in the boots of such Employees becoming wet shall be supplied with protective clothing such as rubber waterproof boots.
- 6.5.2 Fares, Travelling and Work Expenses
- (a) Where an Employee is directed by the Employer to work at a city or town other than their usual place of employment, the Employer will provide the necessary transport or upon presentation of a relevant tax invoice or receipt, the Employee shall be reimbursed for reasonable and necessary travel expenses actually incurred.
 - (b) Any Employee transferred from one centre to another shall be granted fares and expenses in accordance with this clause whilst travelling to their new centre.

- (c) Provided where required and approved by the Employer, the Employee shall also be granted upon presentation of receipts, a refund of reasonable and necessary expenses actually incurred in direct discharge of their duties.

6.5.3 Vehicle Allowance

- (a) Where an Employee is required to use their own motor vehicle in the conduct of the Employer's operations the Employee shall be paid an allowance as stipulated by the *Aged Care Award 2010* and/or Australian Taxation Office, whichever is greater, per kilometre in respect of the actual distance so travelled by the vehicle.
- (b) Where an Employee uses their own motor vehicle in the conduct of the Employer's operations, the vehicle shall be maintained in a roadworthy condition with a current registration certificate and appropriate comprehensive insurance cover.

6.5.4 Excursions

Where an Employee is required to accompany a client on an excursion where it is outside of their normal working hours and is longer than 24 hours, the following arrangements shall apply:

- (a) The Employee will be paid on an excursion at the rates (including all relevant loadings, penalty rates and allowances) set out in this Agreement for the hours worked;
- (b) Arrangements are on a voluntary basis and by agreement between the Employer and Employee;
- (c) All reasonable expenses shall be reimbursed, subject to satisfactory proof either by the client or the Employee;
- (d) Any gazetted public holiday falling on a day in which an Employee is on an excursion, the Employee shall be given time off in lieu at the appropriate overtime rate.

6.5.5 Remote Overnight Respite Allowance

Where an Employee is required to provide respite services for periods longer than 24 hours the following arrangements shall apply:

- (a) Arrangements are on a voluntary basis and by agreement between the Employer and Employee;
- (b) The Employee will be paid while providing services under this clause the greater of:
 - i. A flat allowance as provided in Appendix 5; or
 - ii. The rates set out in this Agreement for the hours worked (including all relevant loadings, penalty rates and allowances).
- (c) All reasonable expenses shall be reimbursed, subject to satisfactory proof either by the client or the Employee;
- (d) Any gazetted public holiday falling on a day in which an Employee is on an overnight respite assignment, the Employee shall be given time off in lieu at public holiday rates;
- (e) The length of the respite period may not exceed 10 out of any 14 day period;
- (f) For clients who are classified as high care by the Employer and require respite the Employer shall make arrangements for two carers to be present;
- (g) Rural and remote areas shall be defined as those places in the community which are more than one hour's drive from the centre coordinating the respite.

6.6 Salary Packaging

- 6.6.1 The parties agree to salary packaging where agreed between the Employer and a current Employee and the terms and conditions of such a package shall not be less favourable than the entitlement otherwise available under this Agreement.

6.7 Professional Indemnity Insurance

- 6.7.1 All Employees are covered by professional indemnity insurance held by the Employer. Coverage is for legal liability for acts, errors or omissions committed by the Employee in their professional capacity.

7 HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

7.1 Hours of Work

- 7.1.1 The ordinary hours of work shall be a maximum of 76 hours in any fortnight.
- 7.1.2 Ordinary hours of work shall not exceed ten (10) hours on any day. Employees may request, in writing, that their ordinary hours of work are not to exceed eight (8) on any one day.
- 7.1.3 Where shifts of ten (10) hours per day are rostered, Employees working such hours shall not be rostered for work on more than four consecutive ten hour days without a break of at least three (3) days off.
- 7.1.4 Notwithstanding clause 3.2 where there is mutual agreement between the Employer and all Employees in a particular work group, facility or section, the span of hours for day workers may be altered whilst maintaining a twelve (12) hour span of hours.

In such an event, the Employer, or their nominated delegate, must provide written notice to the relevant union/s of its intention to negotiate the span of hours with Employees of a particular work group, facility or section, as well as the outcome of the negotiations. This notification will take place regardless of whether or not there are union members present in the work group facility or section.

7.1.5 Rosters

A roster setting out the Employee's days of duty and starting and finishing times on such days shall be accessible to Employees at least seven days before the commencement of each fortnight, provided that the days off may be changed by mutual consent at any time.

- 7.1.6 Subject to agreement, the starting and finishing times may be altered to accommodate the facility/service's needs where such changes are necessary and beyond the Employers control.

- 7.1.7 An Employee's roster may provide for any one of the following combinations of days free from rostered work each fortnight:

- (a) Two (2) periods comprising two days each; or
- (b) Three (3) consecutive days and one stand-alone day; or
- (c) One (1) period of four consecutive days; or
- (d) Two (2) consecutive days and two standalone days by mutual agreement between the Employee and Employer.

- 7.1.8 Provided that in special circumstances a part-time Employee may agree, in writing, to work eleven (11) shifts in any fortnight to a maximum of seventy-six (76) hours in accordance with clause 7.6. 'Special circumstances' include but are not limited to shift replacements for leave and absenteeism or to meet temporary changes in client needs, but eleven (11) shifts should not be rostered on a permanent and on-going basis.

Days off are to be granted on consecutive days where practicable.

7.1.9 Accrued Days Off

ADOs are to be rostered and taken within the (twenty-eight) 28 day period in which they accrue. The Employee may request in writing to accumulate up to a maximum of five (5) ADOs at any one time, and are to be approved in writing by the Employer prior to use.

- 7.1.10 Ten hour break between duty periods

- (a) Employees shall be allowed a break of not less than ten (10) hours between the termination of one duty period and the commencement of another duty period, provided that, in lieu thereof, such break shall not be less than eight (8) hours in any of the following circumstances:
 - i. To permit changes of duty rosters;
 - ii. In any other case agreed upon by the Employee and the Employer.
- (b) Where agreement has been reached between the Employer and the Employee to reduce the ten (10) hour break between duty periods to an eight (8) hour continuous break, due consideration shall be given to recognise that fatigue prevention must be, at all times, paramount to ensure that standards of client care are not reduced nor are the principal priorities associated with care affected.

7.1.11 Broken shifts

Broken shifts shall only be worked when there is mutual agreement between the Employer and the Employee. When such a shift is rostered a maximum of ten (10) hours only shall be worked. Both portions of the broken shift shall be a minimum engagement of two (2) hours. There shall be only one (1) break (totaling not more than four hours (4)) between shift portions, exclusive of meal times, and the broken shift shall be worked within a spread of twelve (12) hours. For all broken shifts an allowance of 20% shall be paid on the second portion of the shift. Where broken shift allowances and afternoon, night or weekend penalty payments are applicable, payment of whichever is the greater shall be paid.

7.2 Meal Breaks

- 7.2.1 Where an Employee works more than six (6) hours on any one day, they shall be entitled to an unpaid meal break of not less than thirty (30) minutes and not more than one (1) hour. An Employee shall not be required to take their unpaid meal break within three (3) hours of commencing work.
- 7.2.2 Where an Employee is required to work during their meal break, they shall be paid at base rates of pay for the meal break period.
- 7.2.3 Where an Employee is on an outing with a client and they purchase a meal for their own consumption and have their meal break with the client, the Employee shall be paid at base rates for the meal break period and provided with reimbursement of the personal meal cost (subject to the provision of a valid receipt) up to the relevant maximum meal allowance equivalent to the rate in Appendix 5.

7.3 Rest Pauses

- 7.3.1 All Employees shall be entitled to a rest pause of ten (10) minutes' duration in the Employer's time during each period of engagement of more than three (3) hours and less than four (4) hours of work. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.
- 7.3.2 Notwithstanding clause 7.3.1 hereof, at the Employer's discretion (having regard to the Employees' health and welfare, as well as taking into account peak periods of workload) rest periods can be combined to provide for one (1) rest pause of twenty (20) minutes in either the first or second half of the working day.

7.4 Meal Break – Remain on Premises

- 7.4.1 Where an Employee on duty in an Aged Care Facility is directed to remain on and not allowed to leave the premises, an allowance as provided in Appendix 5 shall be paid.
- 7.4.2 In addition to the allowance in clause 7.4.1 above, any time actually worked during such time will attract the appropriate overtime rate as described in sub-clause 7.6.1.
- 7.4.3 Clause 7.4 does not apply to Employees undertaking sleep over or work in the community.

7.5 Relieving at a Higher Grade

- 7.5.1 Where any person on any one (1) day relieves at a higher classification, to which a differential rate fixed by this Agreement is applicable, such person, if employed for more than four (4) hours on the

classification carrying the higher rate, shall be paid in respect of the whole time during which the Employee works on that day at the same rate, which shall be at the lowest paypoint fixed by the Agreement in respect of any such classification of work (where applicable), and if employed for four (4) hours or less on the grade carrying a higher rate, the Employee shall be paid at such higher rate for four (4) hours.

- 7.5.2 Provided that in cases where the minimum rate of pay for the higher classification is the same as the Employee's current rate of pay, the Employee shall be paid at the second pay point of the higher classification (where applicable).

7.6 Overtime

7.6.1 Payment for Working Overtime

- (a) For all authorised overtime worked by an Employee, in excess of their rostered ordinary hours of work, or outside the ordinary hours shall be paid as follows:
- i. Monday to Saturday inclusive - time and a half for the first three (3) hours and double time thereafter;
 - ii. Sunday or during a meal period – double time;
 - iii. Public holidays – double time and a half; and
 - iv. Continuous shift workers, afternoon and/or night shift workers – double time.
- (b) Payment for authorised overtime for all Employees will be calculated on the base rate of pay.
- (c) An Employee who is required to work overtime of more than one (1) hour before their usual commencement time or after their usual ceasing time shall be supplied with a reasonable meal at the Employer's expense, or be paid a meal allowance as provided in Appendix 5 in lieu thereof.
- (d) Where an Employee has agreed to work overtime of one (1) hour or more, they shall be provided with a meal allowance as provided in Appendix 5.
- (e) Where an Employee is required to work overtime such that they work six (6) hours after their last meal break, they shall be provided a thirty (30) minute meal break in the Employer's time, and a meal allowance in accordance with Appendix 5.
- (f) Without limiting any other provision of this clause or clause 7.2, part-time Employees by agreement may work hours in addition to regular rostered hours. All such additional hours to a maximum of seventy-six (76) hours per fortnight shall be paid at the Employee's base rate of pay. If the Employee has commenced a shift in accordance with the roster and the hours for that shift period are altered by the direction of the Employer, and without agreement of the Employee, then overtime would apply.

7.6.2 Overtime - Ten Hour Break between Duty Periods

- (a) An Employee who works so much overtime between the termination of their ordinary work on the one (1) day and the commencement of their ordinary work on the next day that they have not had at least ten (10) consecutive hours off duty between those times shall, subject to clause 7.6.2(c), be released after completion of such overtime until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the Employer, an Employee resumes or continues work without having had ten (10) consecutive hours off duty, they shall be paid at the rate of double time until they are released from duty for such period. The Employee shall then be entitled to be absent until they have had ten (10) consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.
- (c) The provisions of this sub clause shall apply in the case of shift workers who rotate from one shift to another as if eight (8) hours were substituted for ten (10) hours when overtime is worked:
- i. For the purpose of changing shift rosters; or
 - ii. Where a shift worker or continuous shift worker does not report for duty; or

iii. Where a shift is worked by arrangement between Employees.

7.6.3 Notwithstanding the provisions of clause 7.6, an Employee may agree to take paid time off in lieu of overtime provided:

- (a) The agreement must be in writing;
- (b) The amount of time off must be calculated at the appropriate overtime rate (usually time for time with payment of accumulated time at overtime rate);
- (c) Accumulated time off must be taken at a mutually agreed time or within three (3) months from the date of accrual; and
- (d) Untaken accrued overtime which has not expired is to be paid out on termination of employment at the appropriate overtime rate.

7.6.4 At the sole discretion of the Employer, an Employee may be granted paid time off in lieu of overtime notwithstanding that such overtime has not been worked by the Employee provided:

- (a) the Employee is to earn the time off by working authorised overtime within four (4) weeks of the time off being taken; and
- (b) If the Employee has not worked the necessary overtime within such four (4) week period then the Employer may deduct the balance owing from the Employee's pay.

7.6.5 Reasonable Overtime

- (a) An Employee may refuse to work reasonable overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable, having regard to:
 - i. any risk to Employee's health and safety from working the additional hours;
 - ii. the Employee's personal circumstances including any family responsibilities;
 - iii. the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
 - iv. any other relevant matters.

7.7 On Call

7.7.1 The provisions hereunder apply to Employees who are rostered to be on call.

7.7.2 On call rosters shall be arranged in a way that is fair to all Employees and has regard to fatigue management.

7.7.3 An Employee who has a written direction to be on call shall receive an additional amount as provided in Appendix 5, for the following periods:

- (a) Rostered day - for each twenty-four (24) hour period or part thereof when the on call period is between the finish of a shift and the commencement of the next shift within a twenty-four (24) hour span;
- (b) RDO, public Holidays or ADO - for each twenty-four (24) hour period or part thereof when the on call period is when the Employee is on an accrued or rostered day off duty, or a public holiday.

7.7.4 Payment shall be for the calendar day on which the major portion of the on-call period falls.

7.7.5 If an Employee rostered to be on call is required to work, such work shall be remunerated at the appropriate overtime rate, in addition to the on call allowances provided for in 7.7.3. A minimum payment of two (2) hours at the appropriate overtime rate shall be paid, which shall commence from the time the Employee starts work.

7.7.6 Except in the case of unforeseen circumstances arising, the Employee shall not be required to work for two (2) hours if the work for which the Employee was required and any associated duty is completed within a shorter period.

7.7.7 The minimum engagement as stated in clause 7.7.6 above shall not apply to workers in the community where one (1) hour minimum shall be payable.

- 7.7.8 An Employee who is required to work shall be provided with transport to and from their home or shall be refunded the cost of such transport.

Provided that where an Employee is required to work within one (1) hour of commencing normal duty and the Employee remains at work, the Employee shall only be provided with transport from their home to the workplace, or shall be refunded the cost of such transport.

- 7.7.9 An Employee on call is required to be readily contactable and able to return to work during the hours for which they have been placed on call. This sub-clause should not prevent the provision by Employers of electronic or other devices by which the Employee could be contacted as an alternative to being stationed at an agreed place.
- 7.7.10 The provision of sub clause 7.1.10 shall not apply when an Employee has worked under clause 7.7.6 for an actual combined period of less than two (2) hours.

7.8 Recall to work

- 7.8.1 The following provisions shall apply to Employees who are not rostered to be on call, but who are recalled to work.
- 7.8.2 An Employee who is recalled to work shall be paid at the appropriate overtime rate, with a minimum of three (3) hours, provided that time spent travelling to and from the place of duty shall be deemed to be time worked:
- (a) Provided that where an Employee is recalled within three (3) hours of rostered commencement time, and the Employee remains at work, only time spent travelling to work shall be included with actual time worked for the purpose of overtime payment.
 - (b) Except in the case of unforeseen circumstances arising, an Employee who is recalled to duty shall not be obliged to work for three (3) hours if the work for which the Employee was recalled and any associated duty is completed within a shorter period.
 - (c) If an Employee is recalled to work, the Employee shall be provided with transport to and from their home or shall be refunded the cost of such transport:
 - (d) Provided that where an Employee is recalled to work within three (3) hours of commencing normal duty and the Employee remains at work, the Employee shall be provided with transport from their home to their place of work or shall be refunded the cost of such transport.

7.9 Weekend Work – Penalty Payments

- 7.9.1 All time worked by all Employees, not being overtime within the meaning of clause 7.6 of the Agreement, between midnight Friday and midnight Saturday shall be paid for at the rate of time and a half (150% of base rate of pay).
- 7.9.2 All time worked by all Employees, not being overtime within the meaning of clause 7.6 of the Agreement, between midnight Saturday and midnight Sunday shall be paid for at the rate of time and three quarters (175% of base rate of pay).

7.10 Afternoon and Night Shifts — Penalty Payment

7.10.1 Afternoon Shift — Penalty Payment

- (a) For all Employees employed prior to June 30, 2015, afternoon shift means a shift commencing at or after 2.00pm but before 6.00pm, or where the majority of hours fall between 2.00pm and 6.00pm.
- (b) For all Employees employed on or after June 30, 2015, afternoon shift means a shift commencing at or after 12 noon but before 6.00pm.
- (c) Afternoon shift workers shall be paid an additional 12.5% for each shift of ordinary hours.

7.10.2 Night Shift — Penalty Payment

- (a) Night shift means a shift commencing at or after 6:00pm or before 6:00am the following day, and where the majority of hours are worked between 6:00pm and 6:00am.

(b) Night shift workers shall be paid an additional 15% for each shift of ordinary hours.

7.10.3 Where an Employee works an equal number of hours in any combination of day, afternoon or night shifts in a single engagement, the applicable penalty shall be determined in accordance with the time the shift commenced.

7.11 Sleep Over

7.11.1 Where an Employee is required to sleep overnight on the Employer's premises or other premises as directed by the Employer an allowance as provided in Appendix 5 shall be paid in respect of each such instance in addition to any other payments. All board and lodgings shall be provided free of charge to an Employee in respect of each such instance.

7.11.2 A sleepover period is not to exceed ten (10) hours.

7.11.3 An Employee required to sleep over shall be provided with at least four (4) hours work or payment therefore for each instance. Such work shall be performed immediately before, immediately after, or a combination of immediately before and after the sleep over period.

7.11.4 In the event of an Employee sleeping over as provided herein being required to perform work during the sleep over period, the Employee shall be paid for the time worked at the prescribed overtime rate with a minimum payment as for one (1) hour worked. Where the disturbances are of a short duration, the collective total can be added to form the minimum one (1) hour.

7.11.5 Where such work exceeds one (1) hour, the payment shall be made at the prescribed overtime rate for the duration of the work.

7.11.6 An alternative arrangement which is no less favourable than the combined payment under clauses 7.11.1 to 7.11.5 inclusive may be entered into in writing between the Employer, the Employee and the relevant union.

7.12 Shut Down

7.12.1 The Employer may, in a situation of annual shut down of all or part of the organisation, direct an Employee to take accrued annual leave. If an Employee does not have the required annual leave entitlement, the Employer may direct the Employee to take unpaid leave. The Employer will provide the Employee with reasonable notice of the impending annual shutdown.

8 LEAVE and PUBLIC HOLIDAYS

8.1 Annual Leave

8.1.1 Annual leave entitlement

(a) Every full-time and part-time Employee shall, at the end of each year of employment, be entitled to five (5) weeks annual leave on full pay.

(b) An Employee whose employment is terminated prior to the expiration of a full year of employment shall be entitled to a pro-rata equivalent of annual leave as provided for above.

8.1.2 Notice of annual leave

(a) Unless otherwise agreed between the Employer and Employee, at least four (4) weeks' notice prior to the time which the annual leave is to commence, will be given.

(b) The taking of annual leave shall be by agreement between the Employer and Employee.

8.1.3 Leave may be taken in parts

(a) Annual leave, by mutual agreement between the Employer and Employee, may be taken in one (1) or more parts of not less than one (1) week's duration.

- (b) However, up to one (1) week of each year's annual leave entitlement may be taken as single days. Unless otherwise agreed between the Employer and Employee, at least seven (7) days' notice of daily leave shall be given.

8.1.4 Payment of wages when Employee is proceeding on annual leave

- (a) Where an Employee is proceeding on annual leave of more than one (1) week's duration formal leave notification must be provided four (4) weeks prior to the commencement of their annual leave. The annual leave notification will have a payment request stating whether payment is to occur prior to annual leave or during the normal pay periods.
- (b) Should no notification of annual leave requesting prior payment be received within the time frame stated in 8.1.4(a) then the Employer will pay annual leave in accordance with the normal pay period cycles.
- (c) Unless otherwise agreed between the Employer and Employee, an Employee is not entitled to payment of annual leave in advance if the duration of the annual leave is less than five (5) days. Payment for annual leave of one (1) to four (4) days duration will be paid during the normal pay period. For a part-time Employee, the duration of less than five (5) days' leave is to be the pro rata equivalent.

8.1.5 Annual leave loading

- (a) In addition to their ordinary pay, an Employee other than a shift worker will be paid an annual leave loading of 14% of their base rate of pay.
- (b) Shift workers, in addition to their ordinary pay, will be paid the higher of:
 - i. Annual leave loading of 17.5% of their base rate of pay; or
 - ii. The weekend and shift penalties the Employee would have received had they not been on leave.

8.1.6 Accrual of annual leave

- (a) An Employee's entitlement to annual leave accrues progressively during a year of service, according to the Employee's ordinary hours of work, and accumulates from year to year.
- (b) Annual leave should be taken as soon as possible after it accrues and it should not be accumulated for more than two (2) years unless by agreement between the Employer and Employee.

8.1.7 Cashing out of annual leave

Employees may, with the agreement of the Employer, elect to cash out their annual leave entitlements, provided:

- (a) The Employee has at least six (6) weeks leave accrued at the time of application (or the pro-rata equivalent for part-time Employees);
- (b) A request to cash out annual leave must be submitted in writing;
- (c) A minimum of one (1) week's leave is cashed out per election;
- (d) The maximum amount cashed out per Employee in any one year is the amount which would result in a remaining balance of annual leave of not less than four (4) weeks (or the pro-rata equivalent for part-time Employees), which leave must be taken at an agreed time in accordance with clause 8.1;
- (e) The Employee shall receive payment in lieu of annual leave at a rate no less than the Employee's ordinary rate of pay plus the relevant leave loading as applicable at the time the application is made;
- (f) The Employer must not attempt to influence or pressure an Employee to elect to cash out a period of annual leave.

8.2 Public Holidays

8.2.1 The following are public holidays:

- (a) 1 January (New Year's Day);
- (b) 26 January (Australia Day);
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Monday;
- (f) 25 April (Anzac Day);
- (g) Labour Day;
- (h) the King's Birthday Holiday;
- (i) Show Day;
- (j) 25 December (Christmas Day);
- (k) 26 December (Boxing Day);

any other day, or part-day, declared or prescribed by or under Queensland law to be observed generally within the state, or a region of the state, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

8.2.2 Substituted public holidays

If, in accordance with Queensland law, a public holiday listed in clause 8.2.1 is substituted for an alternative day, then the alternative substituted day is the public holiday.

8.2.3 Payment for absence on public holidays

- (a) A full-time or part-time Employee who is rostered to work on a day on which a public holiday falls, and who is not required to work on that day, shall be paid for the hours which would have been otherwise worked on that day at the Employee's base rate of pay.
- (b) Casual Employees shall have no entitlement to pay or leave for public holidays not worked.

8.2.4 Payment for work done on public holidays

- (a) All work done by a part time or full time Employee during their ordinary hours on a public holiday, including a substituted day, will be paid at 250% of their base rate of pay.
- (b) All work done by a casual Employee during their ordinary hours on a public holiday, including a substituted day, will be paid at 275% of their base rate of pay.
- (c) Employees working on a public holiday shall be paid for a minimum of three (3) hours.

8.2.5 Public holidays occurring on rostered days off

- (a) All full-time Employees will receive a day's ordinary pay or shall be granted a day's leave on full pay, at a time mutually arranged between the Employer and Employee, for public holidays that occur on their rostered day off. However, if the Employee regularly works Monday to Friday, they will not be entitled to this provision if the public holiday falls on a Saturday or Sunday.
- (b) The provisions of clause 8.2.5(a) above shall also apply to part-time Employees who work ten (10) shifts each fortnight.

8.2.6 Accrued days off on public holidays

Where an Employee's accrued day off falls on a public holiday, another day, determined by the Employer, will be taken instead within the same four (4) week work cycle, where practical.

8.2.7 Annual leave on public holidays

If a public holiday occurs during an Employee's period of annual leave, no deduction of annual leave shall occur for the public holiday.

8.2.8 Ceremonial days – substitution

All Aboriginal and Torres Strait Islander Peoples shall, in substitution for a public holiday specified within this clause, be entitled to the National Aboriginal Day of Celebration as a public holiday without loss of pay on the day it is celebrated in Queensland. Provided that by mutual agreement in lieu of this day being

taken as a substituted public holiday it may be taken as an annual leave day or may be taken out of accumulated time in lieu accrual.

8.3 Personal/Carer's Leave

8.3.1 Entitlement to paid personal/carers leave

(a) Amount of leave

For each completed year of service with the Employer, a full-time Employee is entitled to ten (10) days of paid personal/carers leave. A part-time Employee will accrue paid personal/carers leave on a pro-rata basis.

(b) Accrual of leave

An Employee's entitlement to paid personal/carers leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

8.3.2 Taking paid personal/carers leave

An Employee may take paid personal/carers leave if the leave is taken:

- (a)** Because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
- (b)** To provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - i. a personal illness, or personal injury, affecting the member; or
 - ii. an unexpected emergency affecting the member.

8.3.3 Payment for paid personal/carers leave

An Employee, who takes a period of paid personal/carers leave in accordance with this clause, shall receive payment at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

8.3.4 Unpaid carer's leave

- (a)** An Employee is entitled to two (2) days of unpaid carer's leave when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:
 - i. a personal illness, or personal injury, affecting the member; or
 - ii. an unexpected emergency affecting the member.
- (b)** Unpaid carer's leave may only be taken after the Employee has exhausted other paid personal/carers leave entitlements.
- (c)** An Employee may take unpaid carer's leave as:
 - i. a single continuous period of up to two (2) days; or
 - ii. any separate periods to which the Employee and Employer agree.

8.3.5 Substantiation of absence

- (a)** An Employee taking personal/carers leave (paid or unpaid) shall provide a notification of the reason for and period of the absence to the satisfaction of the Employer.
- (b)** An Employee taking personal/carers leave (paid or unpaid) will provide evidence of the requirement for the absence to the satisfaction of the Employer, for example through a duly completed statutory declaration if a medical certificate is not able to be obtained within five (5) days of taking personal leave.
- (c)** A medical certificate from a duly qualified medical practitioner shall be required where the absence is three (3) days or longer.

8.3.6 Notice to Employer

Every Employee shall provide reasonable notice of any absence from work due to personal/carer's leave to the Employer. "Reasonable notice" is defined as telephone contact to the Employee's leader or locally nominated contact as early as is practicable under the circumstances.

8.3.7 Personal/Carer's leave management

The Employer will implement local strategies and procedures for the effective and sensitive management of personal/carer's leave absences by Employees. Such strategies and procedures will aim to ensure the health, safety and wellbeing of all people at the work place, encourage attendance and support Employees in fulfilling their work commitments, and ensure that sick leave entitlements are appropriately handled.

The Employer may, as a result of reasonable concern arising from a continuing and consistent use of personal/carer's leave (paid and unpaid) based on the nature of its occurrence, duration and overall pattern, commence a management process to address the usage of personal/carer's leave.

Where it is identified that there is no reasonable explanation for the unsatisfactory leave record, the Employer may require the Employee to provide a medical certificate for all paid and unpaid absences.

In the event that an Employee who has been subject to a personal/carer's leave management process has demonstrated an acceptable pattern of usage for a period of no less than six (6) months, the management process for that Employee shall be ceased.

8.4 Compassionate Leave

8.4.1 Entitlement to compassionate leave

A full-time or part-time Employee is entitled to:

- (a) Two (2) days paid compassionate leave upon the death of a member of the Employee's immediate family or a member of the Employee's household, a baby in their immediate family or household is stillborn; or the Employee or their spouse or de facto partner has a miscarriage, to be taken up to and including the day of the funeral.
- (b) An additional three (3) days paid compassionate leave upon the death of the Employee's spouse (including de facto spouse and same sex partner), parent, child (including step child) or sibling, to be taken up to and including the day of the funeral.
- (c) Two (2) days paid compassionate leave (either as a continuous period or as single shifts of leave) for the purposes of spending time with a member of the Employee's immediate family or a member of the Employee's household who has contracted or sustained a personal illness/injury that poses a serious threat to his or her life.
- (d) An additional two (2) days paid compassionate leave if interstate or international travel is required to attend a funeral.
- (e) In circumstances where the leave is approved and a funeral is delayed, the dates of the leave are able to be changed prior to taking the leave upon notification to the Employer.

8.4.2 Payment for compassionate leave (other than for casual Employees)

- (a) If, in accordance with this clause, an Employee, other than a casual Employee, takes a period of compassionate leave, the Employer shall pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

8.4.3 Notice and evidence requirements

(a) Notice

An Employee must give the Employer notice of the taking of compassionate leave as soon as practicable and must advise the Employer of the period, or expected period, of the leave.

(b) Evidence

An Employee shall where required to do so by the Employer provide proof of such death or illness or injury to the satisfaction of the Employer.

8.5 Domestic and Family Violence Leave

- 8.5.1** The Employer is committed to supporting a zero tolerance approach to domestic and family violence. As an expression of our mission, the Employer seeks to uphold the inherent dignity and worth of all people and speak out against violence and abuse. In addition to supporting Employees affected by domestic and family violence, the Employer is committed to raising awareness of the prevalence of domestic and family violence and its impact on victims across the business and within the broader community. The Employer aims to ensure a supportive and safe working environment for all Employees affected by domestic and family violence by focusing support on individual wellbeing and maintenance of employment.
- 8.5.2** Employees covered by this Agreement are entitled to access the resources and provisions in the Employer's Domestic and Family Violence Policy, and are entitled to ten (10) days paid Domestic and Family Violence Leave each calendar year.

8.6 Long Service Leave

8.6.1 Entitlement

- (a) Employees covered by this Agreement shall be entitled to long service leave after seven (7) years continuous service. The accrual of this entitlement is as follows:
 - i. For all continuous service after 1 January 2009 at the rate of 1.2 weeks on full salary for each year of continuous service and a proportionate amount for an incomplete year of service.
 - ii. For all continuous service after 4 November 1996 up to 31 December 2008 leave at the rate of one (1) week on full salary for each year of continuous service and a proportionate amount for an incomplete year of service.
 - iii. For service prior to 4 November 1996, the long service leave entitlement shall be as prescribed by the *Industrial Relations Act 1990* (Qld) as at the 4 November 1996 except that an Employee shall be entitled to take such leave after seven (7) years. The accrual for long service leave prior to 4 November 1996 shall be at the rate of 0.8667 weeks for each year of continuous service.
- (b) Part-time and casual Employees accrue long service leave on a proportionate basis of the entitlement for a full-time Employee.

8.6.2 Conditions

The following provisions shall apply in respect to long service leave:

- (a) An application for leave shall be submitted to the Employer.
- (b) Reasonable notice of the desire for leave shall be given by the Employee. The Employee shall be given timely advice of whether or not leave is approved. In the event of any disagreement, the Employer may require an Employee to take a period of long service leave by giving not less than three (3) months' notice of the request to take long service leave.
- (c) Long service leave shall not be taken in periods of less than four (4) weeks, other than:
 - i. By agreement between the Employee and the Employer; or
 - ii. If the Employee becomes ill; or
 - iii. If the Employee is recalled to work.

8.6.3 Pro-rata long service leave

- (a) Employees are entitled to pro-rata long service leave upon the termination of employment other than for serious misconduct, after five (5) years continuous service, where service has been terminated:
 - i. By the Employee's death, or;
 - ii. By the Employer for a cause of illness, or;
 - iii. By the Employer for a cause of incapacity,
- (b) Where an Employee dies, the amount which would have been payable to that Employee had that Employee retired or been dismissed on the date on which the Employee actually died shall be paid to the Employee's estate.

8.6.4 Long service leave half pay

Where it is mutually agreed between the Employee and the Employer, Employees can elect to take long service leave at half the Employee's current rate of pay, for double the period of leave.

8.6.5 Cash out of long service leave

An Employee may request in writing to cash out part of their long service leave provided that;

- (a) The Employee has a long service leave entitlement; and
- (b) The Employer agrees to such cashing out; and

- (c) Such cashing out only occurs once in any twelve (12) month period; and
- (d) Such cashing out is payable in the same manner as if the Employee had actually taken leave; and
- (e) At least five (5) weeks of long service leave remains, to be taken in the normal manner. For example, if an Employee has accrued ten (10) weeks long service leave, they may cash out up to five (5) weeks.

8.6.6 In compliance

All other provisions of the Long Service Provision contained in the Queensland Industrial Relations Act 2016 shall have application.

8.6.7 Portable Long Service Leave

The Employer will participate in and eligible Employees will participate in the Portable Long Service Leave Scheme as outlined in *Community Services Industry (Portable Long Service Leave) Act 2020* or any other applicable Portable Long Service Leave Scheme.

8.7 Parental Leave

8.7.1 All Employees are entitled to unpaid parental leave in accordance with the NES, as provided in the *Fair Work Act 2009*.

8.7.2 Paid parental leave

- (a) A full-time or part-time Employee shall be entitled to up to twelve (12) weeks paid parental leave provided that:
 - i. The Employee qualifies for unpaid parental leave in accordance with the NES; and
 - ii. The Employee has completed at least twelve (12) months continuous service with the Employer; and
 - iii. The total combined period of paid and unpaid parental leave does not exceed fifty-two (52) weeks; and
 - iv. The Employee is the primary carer; and
 - v. Where both parents are employed by the Employer, only one (1) eligible parent is entitled to paid parental leave.
- (b) Part-time Employees shall be entitled to payment on a pro rata basis, calculated on the average hours worked by the Employee in the twelve (12) months preceding the taking of parental leave.
- (c) Payment shall be at the Employee's base rate of pay for ordinary hours.
- (d) An Employee taking paid parental leave may elect to the paid leave at half-pay.

8.7.3 Paid partner leave

- (a) Upon the birth of a child, a full-time or part-time Employee, being a parent of the child, who is not the primary carer shall be entitled to two (2) weeks paid partner leave, provided that:
 - i. The Employee has completed at least twelve (12) months continuous service with the Employer; and
 - ii. The other parent of the child is not employed by the Employer and taking paid parental leave.
- (b) Part-time Employees shall be entitled to payment on a pro rata basis, calculated on the average hours worked by the Employee in the twelve (12) months preceding the taking of parental leave.
- (c) Payment shall be at the Employee's base rate of pay for ordinary hours.

8.8 Community Service Leave (including Jury Leave)

- 8.8.1 Community service leave is provided for in the NES. The NES sets out the entitlements for community service which is currently voluntary emergency management activity and jury service.

8.9 Jury Leave

- (a) An Employee shall notify the Employer as soon as possible of the date upon which they are required to attend for jury service.
- (b) The Employee shall give the Employer documentary proof of their attendance and the duration of such attendance.
- (c) An Employee shall return to their place of work as soon as possible after being excused by the court for the day, except where the remaining ordinary hours for the day is less than their minimum daily payment per engagement.
- (d) Provided the Employee complies with clauses 8.9 (a), (b) and (c), the Employee will be paid jury leave based on their usual number of rostered hours for the period of their absence from their place of work, and such payment will be equal to the difference between the amount paid in respect of their attendance for such jury service and the Employee's base rate of pay for their ordinary hours during the period.

8.10 Cultural leave

- 8.10.1 An Employee who requires cultural leave to support their participation in cultural customs, traditions or other cultural observances will be entitled to up to ten (10) working days unpaid leave in any calendar year, with the approval of the Employer. Suitable notice along with supporting evidence of the requirement for such time off should be provided with the leave application.

9 LEARNING AND DEVELOPMENT

- 9.1.1 In order to provide quality outcomes in an efficient manner it is agreed that effective learning and development should take place.
- 9.1.2 The Employer is committed to the ongoing learning and development of Employees. In addition to orientation and annual mandatory and compulsory training, the Employer will develop annual training calendars in consultation with Employees.

9.2 Paid Training and Meetings

- 9.2.1 Where the Employer approves the Employee to undertake training or attend meetings which are necessary for the Employee to undertake their duties, the training will be undertaken within the Employees' ordinary hours.
- 9.2.2 If the training or meeting cannot be provided within the ordinary hours and the Employee is approved to attend the training or meeting, this will be paid at the applicable rate of pay with a minimum payment as for two (2) hours.

9.3 Workplace Relations Training Leave

- 9.3.1 An Employee shall be entitled to attend workplace relations training leave in order to further their understanding of workplace relations issues.
- 9.3.2 The training shall be provided by a provider nominated by the Employee by way of formal application by the Employee.
- 9.3.3 The Employer shall not unreasonably refuse such applications.
- 9.3.4 The Employer will provide for up to five (5) days training, paid at base rate of pay, per year of employment for each Employee.

- 9.3.5 The maximum number of Employees from one service/facility attending a course or seminar at the same time will be as follows:
- (a) Where there are between one and 50 Employees – one.
 - (b) Where there are between 50 and 100 Employees – two.
 - (c) Where there are over 100 Employees – four.
- 9.3.6 Leave granted to attend paid training shall not incur additional payment if the training coincides with the Employee's rostered day off.
- 9.3.7 In the event that there is disagreement between the Employer and the Employee about any matters pertaining to training the Employee may utilise the Dispute Settling Procedure contained in this Agreement at clause 4.8.

10 WORK HEALTH AND SAFETY

- 10.1.1 The parties to this Agreement commit to the principles and objectives of the *Work Health and Safety Act 2011*, and will seek to establish health and safety committees in each workplace.
- 10.1.2 The Employer supports the election of a health and safety representative in each workgroup.
- 10.1.3 The parties to this Agreement will support the training of all health and safety representatives through the Employer's training programs.

11 AGREEMENT COMPLIANCE AND UNION RELATED MATTERS

11.1 Model flexibility term

- 11.1.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) The agreement deals with one (1) or more of the following matters:
 - i. Arrangements about when work is performed;
 - ii. Overtime rates;
 - iii. Penalty rates;
 - iv. Allowances;
 - v. Leave loading; and
 - (b) The arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
 - (c) The arrangement is genuinely agreed to by the Employer and Employee.
- 11.1.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) Are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) Are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) Result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 11.1.3 The Employer must ensure that the individual flexibility arrangement:
- (a) Is in writing; and
 - (b) Includes the name of the Employer and Employee; and
 - (c) Is signed by the Employer and Employee and if the Employee is under eighteen (18) years of age, signed by a parent or guardian of the Employee; and

- (d) Includes details of:
 - i. The terms of the Agreement that will be varied by the arrangement; and
 - ii. How the arrangement will vary the effect of the terms; and
 - iii. How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) States the day on which the arrangement commences.

11.1.4 The Employer must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

11.1.5 The Employer or Employee may terminate the individual flexibility arrangement:

- (a) By giving no more than twenty-eight (28) days written notice to the other party to the arrangement;
or
- (b) If the Employer and Employee agree in writing — at any time.

11.2 Union Encouragement Clause

11.2.1 The Employer recognises the positive role played by the unions in the negotiation of the Agreement.

11.2.2 The Employer recognises the union's legitimate role to represent the Employee.

11.2.3 On commencement of employment the Employer will make the new Employee aware of their:

- (a) Relevant union;
- (b) Relevant union materials (as supplied by the relevant Union to the Employer)
- (c) Agreement classification; and
- (d) Where a copy of the Agreement is located for viewing.

11.3 Delegates Charter of Rights

11.3.1 Union delegates are encouraged to fulfil a role in the workplace and are recognised as the on-site representatives of the Union.

11.3.2 The Employer will provide delegates with access to reasonable resources to allow full and proper representation of members with such resources including but not limited to email, internet, photocopier, notice board/s, fax, printer and telephone.

11.3.3 Union delegates shall be allowed reasonable time to perform their role on behalf of the union including time to consult with members and officials, provide feedback on discussions with the Employer, approaching new Employees about membership.

11.3.4 The Employer shall not hinder union delegates in the reasonable and responsible performance of their duties.

11.3.5 Union delegates may have reasonable access to administrative facilities and reasonable time during work times to carry out their delegate responsibilities, provided this does not interfere with their Employee duties or the duties of administrative Employees at the service.

11.3.6 Where disagreement occurs over the use of administrative facilities, the grievance procedure in clause 4.8 shall be followed.

11.4 No Extra Claims

11.4.1 Prior to the nominal expiry date, the parties bound and Employees covered by this Agreement will not make additional claims relating to wages or employment conditions. This does not prevent actions taken in accordance with the Act.

11.4.2 Notwithstanding the above the Employer shall ensure that Employees under this Agreement shall not fall below the minimum modern award base rate of pay.

11.5 Renewal of Agreement

The parties agree that discussions shall commence in relation to a new Agreement to replace this Agreement no later than six (6) months prior to the nominal expiry date of this Agreement.

SIGNATORIES TO AGREEMENT

Signed for the Uniting Church in Australia
Property Trust (Q.) represented by BlueCare
(ABN 96 010 643 909):

In the presence of:

(signature)

(witness to sign)

(print name and address)

(print name)

(position, title, office etc)

Signed for the Australian Workers
Union:

In the presence of:

(signature)

(witness to sign)

(print name and address)

(print name)

(position, title, office etc)

Signed for United Workers Union:

In the presence of:

(signature)

(witness to sign)

(print name and address)

(print name)

(position, title, office etc)

Signed for Queensland Nurses and Midwives' Union
of Employees (QNMU) and the Australian Nursing
and Midwifery Federation (ANMF):

In the presence of:

(signature)

(witness to sign)

(print name and address)

(print name)

(position, title, office etc)

Signed for The Services Union - Australian, Municipal,
Administrative, Clerical and Services Union QLD:

In the presence of:

(signature)

(witness to sign)

(print name and address)

(print name)

(position, title, office etc)

Signed for The Health Services Union – NSW/ACT/QLD:

In the presence of:

(signature)

(witness to sign)

(print name and address)

(print name)

(position, title, office etc)

APPENDIX 1

CLASSIFICATION STRUCTURE – Aged Care Facilities

Progression

Progression between levels:

Progression between levels will only occur should the Employee be offered a position which is aligned to that level.

Progression between pay points:

An Employee appointed at paypoint 2.1 shall move to paypoint 2.2 after the first 3 months of employment.

Aged Care Facilities Direct Care (ACFDC) Classification

The Aged Care Facilities Direct Care (ACFDC) classification includes all Employees working in direct care roles (including personal carers at all levels), recreational and lifestyle roles (at all levels) and the most senior food services employee at any facility.

Generic level statements

The indicative responsibilities are a non-exhaustive list of responsibilities that may be associated with the particular level. They are an indicative guide only and at any particular level Employees may be expected to undertake duties of any level lower than their own. Employees at any particular level are required to perform a variety of functions/tasks consistent with the indicative responsibilities of their position(s)/role(s).

Indicative responsibilities, skills, knowledge, experience and qualifications described at each level are to be read as encompassing those described for all lower level classifications.

LEVEL 2

An Employee in this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Employees will have knowledge to perform broad tasks and apply appropriate methods in providing solutions to a limited range of foreseeable problems involving the utilisation of a range of developed skills. Work performed falls within general guidelines but with scope to exercise limited discretion in the application of established practices and procedures.

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

Employees will be responsible for managing time, planning and organising their own work. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

Indicative responsibilities:

All Employees, regardless of job title, may be directed to perform the following indicative responsibilities:

- Provide quality care and support in accordance with the care plan of each resident;
- Perform tasks which promote and support resident independence and wellbeing;
- Perform tasks of a sensitive nature which may include handling money and managing personal and confidential information;
- Safely transport individuals;
- Drive a passenger vehicle, transit vehicle or courtesy bus;
- Provide security duties;
- Receive, store and distribute goods;

- Respond to enquiries within the designated scope of the position;
- Ensure the provision and encouragement of safe work practices and environments;
- Assist senior Employees with special projects.

Positions

This level encompasses a diverse range of positions in which Employees may be engaged. The table below describes example positions and some associated indicative responsibilities.

Position	Indicative Responsibilities
<p>Personal Carer</p> <p>A Personal Carer shall mean a person who is not a nurse who is multi-skilled and undertakes a range of duties that assist in the care and support of a resident.</p>	<ul style="list-style-type: none"> • Contribute to the development of resident care plans as required including by informing on resident's personal preferences in receiving care and support; • Assist with activities of daily living and social support including but not limited to hobbies and interests, gardening and grounds duties, pet care, showering, toileting, dressing, grooming, mobility, eating and drinking as required; • Perform hospitality tasks including but not limited to systematic and incidental cleaning, making beds, laundry services, preparation and cooking of food items, snacks and meals; • Assist with the development, coordination and provision of activity programs and outings; • Support residents and their families with family, community and social connection and inclusion; • Transport residents to support independence, social connection and personal aspirations; • Perform tasks across the full breadth of services as defined in this agreement, in accordance with the Employee's skills and qualifications.
<p>Facilities and Maintenance Officers</p>	<ul style="list-style-type: none"> • Perform grounds and facilities duties using specialised equipment; • Complete minor repair and maintenance tasks; • Engage in activities including but not limited to gardening and grounds duties, pet care, supporting residents with hobbies and interests.
<p>Hospitality Officers</p>	<ul style="list-style-type: none"> • Perform hospitality tasks including but not limited to cleaning, making beds, laundry services and food preparation and service; • Contribute to the development of resident care plans as required including by informing on resident's personal preferences in receiving care and support; • Assist with activities of daily living including mobility, eating and drinking as required.

Examples of other positions in this level include:

- Cleaner
- Bus/Courier Driver (less than 3 ton)
- Retirement Living Assistant
- Personal Carer Trainee

Skills, knowledge, experience and/or qualifications

- (a) Developing knowledge of the workplace function and operation;
- (b) Basic knowledge of practices and procedures relevant to the workplace, including effective time management and work prioritisation;
- (c) A developing knowledge of work practices and policies of the relevant work area;
- (d) Effective numeracy, written and verbal communication skills relevant to the work area;
- (e) Demonstrated computer skills;
- (f) Effective customer service skills.

LEVEL 3

An Employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication and/or arithmetic skills;
- requires specific on-the-job training and/or relevant skills training or experience.

An Employee at this level may work independently or under limited supervision, either individually or in a team. Employees are accountable for the quality, quantity and timeliness of their own work.

The nature of work is usually specialised with procedures well understood and clearly documented. The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

Indicative responsibilities:

All Employees, regardless of job title, may be directed to perform the following indicative responsibilities in addition to those in lower classifications:

- Assist in the training, co-ordination and supervision of lower level Employees and/or volunteers;
- Ensure timely and accurate completion of directed tasks in relation to relevant quality and compliance requirements.

Positions

This level encompasses a diverse range of positions in which Employees may be engaged. The table below describes example positions and the associated indicative responsibilities in addition to those in lower classifications.

Position	Indicative Responsibilities
Facilities and Maintenance Officers	<ul style="list-style-type: none">• Perform repair and maintenance work which requires some prior experience and may be trade related, although trade qualifications are not required at this level.
Cook (no qualifications)	<ul style="list-style-type: none">• Undertake general cooking duties.

Examples of other positions in this level may include:

- Activities Officer or Lifestyle Assistant (without qualifications)
- Gardner (no qualifications)

Skills, knowledge, experience and/or qualifications

- (a) Previous experience in a relevant role and/or an appropriate certificate relevant to the work required;
- (b) Knowledge of the workplace function and operation;
- (c) Knowledge of practices, policies and procedures relevant to the workplace;

- (d) Knowledge of relevant legislation, policies and statutory requirements;
- (e) Demonstrated effective time management and personal organisational skills.

LEVEL 4

An Employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills;
- requires specific on-the-job training, and usually requires formal qualifications equivalent to a trade certificate in the field to enable the duties of the position to be carried out;
- in the case of a Personal Carer holds a relevant Certificate 3 qualification and uses the skills and knowledge gained from that qualification in the performance of their work.

Employees at this level are expected to exercise discretion within standard practices and processes, and undertake and implement quality control measures.

The objectives of the work are well defined but the particular method, process or equipment to be used is selected from a range of available alternatives.

Employees are also required to have a thorough understanding of the relevant technology, procedures and processes relevant to the work they perform.

A position at this level requires skills and formal qualifications equivalent to a trade certificate in the field to enable the duties of the position to be carried out.

Indicative Responsibilities:

All Employees, regardless of job title, may be directed to perform the following indicative responsibilities in addition to those in lower classifications:

- Assists in the training and supervision of lower level staff and volunteers (for example by acting as “buddies” for new recruits, trainees or students);
- Oversee ordering of consumables and routine stock items used in hospitality support areas;
- Ensure service and operational standards are met;
- Contribute to the development of Employees and programs;

Positions

This level encompasses a diverse range of positions in which Employees may be engaged. The table below describes example positions and the associated indicative responsibilities in addition to those in lower classifications.

Position	Indicative Responsibilities
<p>Personal Carer with Certificate III</p> <p>A Personal Carer shall mean a person who is not a nurse who is multi-skilled and undertakes a range of duties that assist in the care and support of a resident where the position requires a Level III certificate.</p>	<ul style="list-style-type: none"> • Assist residents with medications; • Liaise with families and health professionals regarding client's personal preferences and special needs; • Perform all tasks within the scope of a Certificate III and assessed competencies.

A Personal Carer possessing a relevant and applicable Certificate III (including Aged Care, Disability, Indigenous Health or Home and Community Care) and relevant industry experience shall be appointed to Level 4 from the first full pay period after the provision of evidence of their qualification and experience.

Positions in this level may include:

- Cook (with trade qualification)
- Diversional therapist (with Certificate III qualifications)
- Maintenance Officer with trade qualification or Gardener (trade or TAFE Cert III or above)

Skills, knowledge, experience and/or qualifications

- (a) Thorough knowledge of the work activities, workplace function and operation;
- (b) Sound knowledge of practices, policies and procedures relevant to the workplace, or ability to acquire these in a short timeframe;
- (c) May utilise limited professional and specialised knowledge;
- (d) Knowledge of and experience interpreting statutory requirements relevant to the workplace.

LEVEL 5

An Employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may assist with supervision of others;
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Employees are accountable for the quality, effectiveness, and timeliness of the, work under their control..

An Employee in this level will have knowledge to manage problems which may be of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.

Employees in this level require a thorough understanding of the relevant technology, procedures and processes used within their work.

Indicative responsibilities:

All Employees, regardless of job title, may be directed to perform the following indicative responsibilities in addition to those in lower classifications:

- Understand and apply quality control techniques to the point of being accountable and responsible for output and/or work area;
- Day to day supervision of care, support, maintenance and/or hospitality services
- Plan training and assist in the provision of training and support;
- Assist in the development of budgets;
- Exercise high levels of communication and analytical skills;
- Plan, develop, supervise, document and evaluate programs, including but not limited to facilities and maintenance, lifestyle activity, hospitality and care.
- Preparation of operational reports.

Employees engaged in leisure and lifestyle coordination positions may be directed to perform the following additional indicative responsibilities:

- Assess resident needs in respect of lifestyle and recreational activities.

Positions in this level may include:

- Team Leaders e.g. Hospitality Team Leader, Hospitality Supervisor, Leisure and Lifestyle Team Leader, Personal Carer Team Leader, Maintenance Team Leader
- Chief Cook with trade qualification
- Chef

Employees engaged in hospitality positions may be directed to perform the following additional indicative responsibilities:

- General or specialised cooking duties including the training and supervision of other cooks and hospitality staff;
- Be solely responsible for other cooks and other hospitality Employees where no other trade qualified cooks are employed.

Skills, knowledge, experience and/or qualifications

The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate or associate diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this level.

LEVEL 6

An Employee at this level:

- is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

At this level, Employees work under broad direction utilising organisation and industry specific knowledge. Employees are able to give advice to the organisation in relation to their specific areas of responsibility.

Employees are expected to contribute knowledge in establishing procedures in their work field. Work may span across a range of functions or have a substantial component of supervision or influence.

Work priorities may relate to technical or professional project(s). The work may also include investigation, interpretation or evaluation of legislation or regulations.

Indicative responsibilities:

All Employees, regardless of job title, may be directed to perform the following indicative responsibilities in addition to those in lower classifications:

- Contribute to the development of organisational wide policies and procedures;
- Research and apply best practice for area of work;
- Utilise specialised expertise to liaise with others at a technical/professional level;
- Plan and coordinate multiple programs or projects;
- Prepare and monitor program/project budgets;
- Analyse, measure and evaluate identified program/project outcomes.

Positions in this level may include:

- Maintenance Supervisor

Skills, knowledge, experience, qualifications and/or training

- (a) Diploma with relevant work experience, or higher qualification;
- (b) Trade qualification for chefs;
- (c) Advanced discipline knowledge gained through experience, training or education;
- (d) Advanced knowledge of practices, policies and procedures relevant to the workplace;
- (e) Professional, technical and specialised knowledge;
- (f) Sound working knowledge of and experience interpreting statutory requirements relevant to the workplace.

LEVEL 7

An employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- may supervise the work of others, including work allocation, rostering and guidance;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses developed administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative responsibilities and skills, knowledge, experience, qualifications and/or training are consistent with Level 6.

Positions in this level may include:

- Head Chef
- Head Gardener

APPENDIX 2

CLASSIFICATION STRUCTURE – Home Care Employees

Progression

Progression between levels:

Movement to a higher classification will only occur by way of promotion or re-classification.

Progression between pay points:

At the end of each 12 months' continuous employment, an Employee will be eligible for progression from one pay point to the next within a level if the Employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each level within the level and:

- a. the Employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the Employer; or
- b. where the Employer has adopted a staff development and performance appraisal scheme and has determined that the Employee has demonstrated satisfactory performance for the prior 12 months' employment.

Generic level statements

The indicative responsibilities are a non-exhaustive list of responsibilities that may be associated with the particular level. They are an indicative guide only and at any particular level Employees may be expected to undertake duties of any level lower than their own. Employees at any particular level are required to perform a variety of functions/tasks consistent with the indicative responsibilities of their position(s)/role(s).

Indicative responsibilities, skills, knowledge, experience and qualifications described at each level are to be read as encompassing those described for all lower level classifications.

Home care Employee Level 1

An Employee at this level will have less than 12 months' experience in the industry. They perform 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.

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.

Indicative responsibilities

All Employees, regardless of job title, may be directed to perform the following indicative responsibilities:

- 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.

Positions

Positions in this level may include:

- Personal Carer Trainee
- Personal Carer Student Placement

Skills, knowledge, experience, qualifications and/or training

- (a) Positions in this level may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other Employees.
- (b) An Employee in this level will have commenced on-the-job training which may include an induction course.

Home care Employee Level 2

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.

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.

Indicative responsibilities

All Employees, regardless of job title, may be directed to perform the following indicative responsibilities in addition to those in lower classifications:

- 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 external aids or devices,
- assistance with communication,
- accompanying clients on outings, domestics assistance and organising appointments.

Positions

Positions at this level may include:	Indicative Responsibilities
<p>Personal Carer</p> <p>A Personal Carer shall mean a person who is not a nurse who is multi-skilled and undertakes a range of duties that assist in the care and support of a client.</p>	<ul style="list-style-type: none"> • Contribute to the development of client care plans as required including by informing on client’s personal preferences in receiving care and support; • Assist with activities of daily living and social support including but not limited to hobbies and interests, gardening and grounds duties, pet care, showering, toileting, dressing, grooming, mobility, eating and drinking as required; • Perform hospitality tasks including but not limited to systematic and incidental cleaning, making beds, laundry services, preparation and cooking of food items, snacks and meals; • Assist with the development, coordination and provision of activity programs and outings; • Support clients and their families with family, community and social connection and inclusion; • Transport clients to support independence, social connection and personal aspirations; • Perform tasks across the full breadth of services as defined in this agreement, in accordance with the Employee’s skills and qualifications.

Positions in this level may also include:

- Personal Carer Domestic

Skills, knowledge, experience, qualifications and/or training

- (a) Positions in this level require oral communication skills and where appropriate written skills, with clients, members of the public and other Employees.
- (b) As a minimum an Employee in this level will have satisfactorily completed the requirements of level 1 or equivalent.
- (c) 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.

Home care Employee Level 3

Employees at this level perform work under general supervision. Employees in this level have contact with the public or other Employees which involves explanations of specific procedures and practices. Employees in this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

These positions require personal judgment. The nature of work is usually specialised with procedures well understood and clearly documented. The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

Indicative responsibilities

All Employees, regardless of job title, may be directed to perform the following indicative responsibilities:

- computer and other office skills;
- maintain mail register and records;
- sort, process and record invoices and correspondence;
- prepare meals and special functions;
- provide input into meal planning;
- order foodstuffs and commodities;
- liaise with dieticians on special needs;
- schedule work programs on a routine and regular basis;
- plan, develop, and co-ordinate diversional therapy programs and carry out general maintenance falling within the scope of trades skills.

Positions

Positions in this level may include:

Position	Indicative Responsibilities
Personal Carer with Certificate III A Personal Carer shall mean a person who is not a nurse who is multi-skilled and undertakes a range of duties that assist in the care and support of a client where the position requires a Level III certificate.	<ul style="list-style-type: none">• Assist clients with medications;• Liaise with families and health professionals regarding client's personal preferences and special needs;• Perform all tasks within the scope of a Certificate III and assessed competencies.

Skills, knowledge, experience, qualifications and/or training

- (a) Positions in this level require oral communication skills and where appropriate written skills, with clients, members of the public and other Employees;
- (b) Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate 3 and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

Home care Employee Level 4

Employees at this level are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level may provide direction, leadership, administration and rostering of direct care Employees.

The objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives. For Employees undertaking rostering duties, the process often requires the quantification of the amount of resources needed to meet those objectives.

Indicative responsibilities

All Employees, regardless of job title, may be directed to perform the following indicative responsibilities in addition to those in lower classifications:

- Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit;
- The manipulation of data e.g. modify fields of information and create spreadsheets; create new forms of files or records using a computer based records system;
- access and extract information from external sources e.g. local authorities;
- roster staff and direct work programs;
- oversee the work and training of lower level Employees;
- provide guidance and counselling;
- assist in the development of budgets;
- order consumables and routine stock items used in domestic support areas;
- develop client care plans and oversee the provision of domestic services.

Positions

Positions in this level may include:

- Personal Carer Team Leader
- Senior Care Worker

Skills, knowledge, experience, qualifications and/or training

(a) Positions in this level require the ability to gain co-operation and assistance from members of the public and other Employees in the performance of well defined activities. Employees in this level may also be expected to write reports in their field of expertise.

(b) An Employee in this level will have satisfactorily completed the requirements of level 3 or equivalent as well as have relevant experience.

Home care Employee Level 5

Employees at this level may co-ordinate resources and/or give support to more senior Employees or be engaged in duties of a specialist nature.

In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior Employees and a regular reporting mechanism to ensure adherence to plans.

Whatever the nature of the position, Employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.

Employees with co-ordination responsibilities are also required to ensure that all Employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives. However, problems in this level are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required. Guidance and counsel may be available within the time available to make a choice.

Indicative responsibilities

All Employees, regardless of job title, may be directed to perform the following indicative responsibilities in addition to those in lower classifications:

- thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents;
- may provide direction, leadership and structured training or on-the-job training to supervised Employees or groups of Employees.
- managing time, setting priorities and planning and organising one's own work and that of supervised Employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
- The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and Employees' training and development.

Skills, knowledge, experience, qualifications and/or training

- (a) Positions in this level require the ability to gain co-operation and assistance from clients, members of the public and other Employees in the administration of defined activities and in the supervision of other Employees or groups of Employees. Employees in this level are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.
- (b) The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate or associate diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this level.

APPENDIX 3

CLASSIFICATION STRUCTURE – Community – Other roles

Progression

Progression between levels:

Movement to a higher classification will only occur by way of promotion or re-classification.

Progression between pay points:

At the end of each 12 months' continuous employment, an Employee will be eligible for progression from one pay point to the next within a level if the Employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each level within the level and:

- i. the Employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the Employer; or
- ii. where the Employer has adopted a staff development and performance appraisal scheme and has determined that the Employee has demonstrated satisfactory performance for the prior 12 months' employment.

Generic level statements

The indicative responsibilities are a non-exhaustive list of responsibilities that may be associated with the particular level. They are an indicative guide only and at any particular level Employees may be expected to undertake duties of any level lower than their own. Employees at any particular level are required to perform a variety of functions/tasks consistent with the indicative responsibilities of their position(s)/role(s).

Indicative responsibilities, skills, knowledge, experience and qualifications described at each level are to be read as encompassing those described for all lower level classifications.

Community - other Employees - Level 1

A person employed at level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.

General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.

Freedom to act is limited by standards and procedures. However, with experience, Employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.

Positions at this level will involve Employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.

Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.

Supervision of other staff or volunteers is not a feature at this level. However, an experienced Employee may have technical oversight of a minor work activity.

At this level, Employers are expected to offer substantial internal and/or external training.

Indicative responsibilities

All Employees, regardless of job title, may be directed to perform the following indicative responsibilities in addition to those in lower classifications:

- resident contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;
- preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services
- undertake routine activities of a clerical and/or support nature;

- undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- apply established practices and procedures;
- undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;

Positions

Positions in this level may include:

- Cook
- Hospitality Officer

Skills, knowledge, experience, qualifications and/or training

- (a) Developing knowledge of the workplace function and operation;
- (b) Basic knowledge of practices and procedures relevant to the workplace;
- (c) A developing knowledge of work practices and policies of the relevant work area;
- (d) Basic numeracy, written and verbal communication skills relevant to the work area;
- (e) An Employee in this level will be offered on-the-job training.

Organisational relationships

- Work under direct supervision.

Extent of authority

- Work outcomes are clearly monitored.
- Freedom to act is limited by standards and procedures.
- Solutions to problems are found in established procedures and instructions with assistance readily available.
- Project completion according to instructions and established procedures.
- No scope for interpretation.

Progression

An Employee primarily engaged in responsibilities in this classification will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience. **Industry experience** means 12 months of relevant experience gained over the previous 3 years.

Community - other Employees Level 2

A person employed at level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.

General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, Employees may be required to assist senior workers with specific projects.

Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified Employees or volunteers concerning established procedures to meet the objectives of a minor function.

Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified Employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.

Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

Indicative responsibilities

A position at this level may include some of the following in addition to those in lower classifications:

- undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- achieve outcomes which are clearly defined;
- respond to enquiries;
- assist senior Employees with special projects;
- prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- assist in calculating and maintaining wage and salary records;
- assist with administrative functions;
- implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;
- supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;
- assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;
- possessing an appropriate qualification (as identified by the Employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above.

Positions

Positions in this level may include:

- Duty Officer
- Disability Support Worker
- Activities Officer

Skills, knowledge, experience, qualifications and/or training

Positions in this level require some or all of the following:

- basic skills in oral and written communication with clients and other members of the public;
- knowledge of established work practices and procedures relevant to the workplace;
- knowledge of policies relating to the workplace;
- application of techniques relevant to the workplace;
- developing knowledge of statutory requirements relevant to the workplace;
- understanding of basic computing concepts.

Prerequisites

- an appropriate certificate relevant to the work required to be performed;
- will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
- appropriate on-the-job training and relevant experience; or
- entry point for a diploma without experience.

Organisational relationships

- work under regular supervision except where this level of supervision is not required by the nature of responsibilities being undertaken;
- provide limited guidance to a limited number of lower classified Employees.

Extent of authority

- work outcomes are monitored;
- have freedom to act within established guidelines;
- solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

Community - other Employees Level 3

A person employed at level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.

General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior Employees. Employees may receive instruction on the broader aspects of the work. In addition, Employees may provide assistance to lower classified Employees.

Positions at this level allow Employees the scope for exercising initiative in the application of established work procedures and may require the Employee to establish goals/objectives and outcomes for their own particular work program or project.

At this level, Employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.

Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.

Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.

Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

Indicative Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following in addition to those in lower classifications:

- undertake responsibility for various activities in a specialised area;
- exercise responsibility for a function within the organisation;
- allow the scope for exercising initiative in the application of established work procedures;
- assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an Employee within the workplace;
- provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the Employee;
- proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
- apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior Employee;
- supervise a limited number of lower classified Employees or volunteers;
- allow the scope for exercising initiative in the application of established work procedures;
- deliver single stream training programs;
- co-ordinate elementary service programs;
- provide assistance to senior Employees;
- where prime responsibility lies in a specialised field, Employees at this level would undertake at least some of the following:

- undertake some minor phase of a broad or more complex assignment;
- perform duties of a specialised nature;
- provide a range of information services;
- plan and co-ordinate elementary community-based projects or programs;
- perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- in the delivery of disability services, taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other Employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

Positions

Positions at this level may include:

- Veteran Home Care Reviewer
- Home Assist Secure Field Officer

Requirements of the job

Some or all of the following are needed to perform work at this level:

Skills, knowledge, experience, qualifications and/or training

- thorough knowledge of work activities performed within the workplace;
- sound knowledge of procedural/operational methods of the workplace;
- may utilise limited professional or specialised knowledge;
- working knowledge of statutory requirements relevant to the workplace;
- ability to apply computing concepts.

Prerequisites

- entry level for graduates with a relevant three year degree that undertake work related to the responsibilities under this level—pay point 3;
- entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level—pay point 4;
- associate diploma with relevant experience; or
- relevant certificate with relevant experience, or
- experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.

Organisational relationships

- graduates work under direct supervision;
- works under general supervision except where this level of supervision is not required by the nature of the responsibilities being undertaken;
- operate as member of a team;
- supervision of other Employees.

Extent of authority

- graduates receive instructions on the broader aspects of the work;
- freedom to act within defined established practices;
- problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

Community - other Employees level 4

Characteristics of this level

A person employed at level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.

General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, Employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.

Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.

Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.

Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

Indicative Responsibilities

To contribute to the operational objectives of the workplace, a position at this level may include some of the following in addition to those in lower classifications:

- undertake activities which may require the Employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- identification of specific or desired performance outcomes;
- contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- provide administrative support of a complex nature to senior Employees;
- exercise responsibility for various functions within a work area;
- provide assistance on grant applications including basic research or collection of data;
- undertake a wide range of activities associated with program activity or service delivery;
- develop control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- apply computer programming knowledge and skills in systems development, maintenance and implementation;
- provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- where the prime responsibility lies in a specialised field, Employees at this level would undertake at least some of the following:
 - liaise with other professionals at a technical/professional level;
 - discuss techniques, procedures and/or results with clients on straight forward matters;
 - lead a team within a specialised project;
 - provide a reference, research and/or technical information service;
 - carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - assist senior Employees with the planning and co-ordination of a community program of a complex nature.

Positions

Positions at this level may include:

- Home Assist Secure Field Co-Ordinator
- Volunteer Co-Ordinator

Requirements of the position

Some or all of the following are needed to perform work at this level:

Skills, knowledge, experience, qualifications and/or training

- knowledge of statutory requirements relevant to work;
- knowledge of organisational programs, policies and activities;
- sound discipline knowledge gained through experience, training or education;
- knowledge of the role of the organisation and its structure and service;

- specialists require an understanding of the underlying principles in the discipline.

Prerequisites

- relevant four year degree with one years relevant experience;
- three year degree with two years of relevant experience;
- associate diploma with relevant experience;
- lesser formal qualifications with substantial years of relevant experience; or
- attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,

Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.

Employees working as sole Employees will commence at this level.

Organisational relationships

- works under general direction;
- supervises other staff and/or volunteers or works in a specialised field.

Extent of authority

- required to set outcomes within defined constraints;
- provides specialist technical advice;
- freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
- solutions to problems generally found in precedents, guidelines or instructions;
- assistance usually available

Community- other Employees level 5

Characteristics of the level

A person employed at level 5 will work under general direction from senior Employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.

Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.

General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, Employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to Employees classified at a lower level and volunteers.

Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, Employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.

Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.

Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following in addition to those in lower classifications:

- responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- undertake a minor phase of a broader or more complex professional assignment;
- assist with the preparation of or prepare organisation or program budgets in liaison with management;
- set priorities and monitor work flow in the areas of responsibility;
- provide expert advice to Employees classified at lower levels and/or volunteers;
- exercise judgment and initiative where procedures are not clearly defined;

- understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;
- undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation
- undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- operate as a specialist Employee in the relevant discipline where decisions made and taken rest with the Employee with no reference to a senior Employee;
- undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- where the prime responsibility lies in professional services, Employees at this level would undertake at least some of the following:
 - under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - exercise professional judgment within prescribed areas;
 - carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
 - provide reports on progress of program activities including recommendations;
 - exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - plan, develop and operate a community service organisation of a moderately complex nature.

Positions

Positions at this level may include:

- Home Care Package Partner
- Client Admissions Specialist
- Blue Care Liaison Officer

Requirements of the position

Some or all of the following are needed to perform work at this level:

Skills, knowledge, experience, qualifications and/or training

- knowledge of organisational programs, policies and activities;
- sound discipline knowledge gained through experience;
- knowledge of the role of the organisation, its structure and services.

Prerequisites

- relevant degree with relevant experience;
- associate diploma with substantial experience;
- qualifications in more than one discipline;
- less formal qualifications with specialised skills sufficient to perform at this level; or
- attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

Organisational relationships

- work under general direction;
- supervise other Employees and/or volunteers.

Extent of authority

- exercise a degree of autonomy;
- control projects and/or programs;
- set outcomes for lower classified staff;
- establish priorities and monitor work flow in areas of responsibility;
- solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

Community - other Employees level 6

Characteristics of the level

A person employed at level 6 will operate under limited direction from senior Employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.

General features at this level allow Employees the scope to influence the operational activities of the organisation and would require Employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other Employees. Employees may be required to negotiate matters on behalf of the organisation.

Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.

Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.

Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following in addition to those in lower classifications:

- undertake significant projects and/or functions involving the use of analytical skills;
- undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;
- undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;
- negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- provide advice on matters of complexity within the work area and/or specialised area;
- control and co-ordinate a work area or a larger organisation within budgetary constraints;
- exercise autonomy in establishing the operation of the work area;
- provide a consultancy service for a range of activities and/or to a wide range of clients;
- where the prime responsibility lies in a specialised field an Employee at this level would undertake at least some of the following:
 - provide support to a range of activities or programs;
 - control and co-ordinate projects;
 - contribute to the development of new procedures and methodology;
 - provide expert advice and assistance relevant to the work area;
 - supervise/manage the operation of a work area and monitor work outcomes;
 - supervise on occasions other specialised staff;
 - supervise/manage the operation of a discrete element which is part of a larger organisation;
 - provide consultancy services for a range of activities.

Positions

Positions at this level may include:

- Multi-cultural Community Partner

Requirements of the position

Some or all of the following are needed to perform work at this level:

Skills, knowledge, experience, qualification and/or training

- comprehensive knowledge of organisation policies and procedures;
- specialist skills and/or supervision/management abilities exercised within a multi-disciplinary or major single function operation;
- specialist knowledge gained through experience, training or education;
- appreciation of the long-term goals of the organisation;
- detailed knowledge of program activities and work practices relevant to the work area;
- knowledge of organisation structures and functions;
- comprehensive knowledge of requirements relevant to the discipline.

Prerequisites

- degree with substantial experience;
- post graduate qualification;
- associate diploma with substantial experience;
- attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

Organisational relationships

- works under limited direction from senior Employees of the Committee of Management or Board;
- supervision of staff.

Extent of authority

- exercise a degree of autonomy;
- may manage a work area or medium to large organisation or multi-worksite organisation;
- has significant delegated authority;
- selection of methods and techniques based on sound judgment;
- manage significant projects and/or functions;
- solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

APPENDIX 4

1. Aged Care Facility Wage Rates

a) Wage rates for direct carers, activities officers and most senior food services facility Employee

Classification Level	First full pay period after 30 June 2023		First full pay period after 1 July 2023		First full pay period after 1 July 2024	First full pay period after 1 July 2025
	Base rate/hr	Casual rate/hr	Base rate/hr	Casual rate/hr		
ACFDC2.1	\$27.37	\$34.21	\$28.95	\$36.18	Hourly rates which are at least 5% above the base rate of pay to which the Employee would be entitled under the <i>Aged Care Award 2010</i> if that Award applied to the Employee.	
ACFDC2.2	\$28.46	\$35.57	\$30.09	\$37.61		
ACFDC3	\$29.55	\$36.94	\$31.25	\$39.06		
ACFDC4	\$29.90	\$37.37	\$31.62	\$39.52		
ACFDC5	\$30.91	\$38.64	\$32.69	\$40.86		
ACFDC6	\$32.58	\$40.72	\$34.45	\$43.06		
ACFDC7	\$33.16	\$41.45	\$35.07	\$43.83		

b) Wage rates for other aged care facility Employees

Classification Level	First full pay period after the Agreement is voted up by Employees		First full pay period after 1 July 2023		First full pay period after 1 July 2024	First full pay period after 1 July 2025
	Base rate/hr	Casual rate/hr	Base rate/hr	Casual rate/hr		
ACF2.1	\$23.80	\$29.75	\$25.17	\$31.46	Hourly rates which are at least 5% above the base rate of pay to which the Employee would be entitled under the <i>Aged Care Award 2010</i> if that Award applied to the Employee	
ACF2.2	\$24.74	\$30.93	\$26.17	\$32.71		
ACF3	\$25.69	\$32.12	\$27.17	\$33.97		
ACF4	\$26.00	\$32.50	\$27.49	\$34.37		
ACF5	\$26.88	\$33.60	\$28.43	\$35.53		

Classification Level	First full pay period after the Agreement is voted up by Employees		First full pay period after 1 July 2023		First full pay period after 1 July 2024	First full pay period after 1 July 2025
ACF6	\$28.33	\$35.41	\$29.96	\$37.45		
ACF7	\$28.84	\$36.05	\$30.49	\$38.12		

2. Community Care Wage rates

a) Wage rate for Home Carers

Classification Level	First full pay period after 30 June 2023		First full pay period after 1 July 2023		First full pay period after 1 July 2024	First full pay period after 1 July 2025
	Base rate/hr	Casual rate/hr	Base rate/hr	Casual rate/hr		
HC1.1	\$27.70	\$34.62	\$29.29	\$36.61	Hourly rates which are at least 5% above the base rate of pay to which the Employee would be entitled under the <i>Social, Community, Home Care and Disability Services Industry Award 2010</i> if that Award applied to the Employee.	
HC2.1	\$29.30	\$36.62	\$30.98	\$38.72		
HC2.2	\$29.49	\$36.87	\$31.19	\$38.99		
HC3.1	\$29.90	\$37.37	\$31.62	\$39.52		
HC3.2	\$30.82	\$38.53	\$32.59	\$40.74		
HC4.1	\$32.62	\$40.77	\$34.49	\$43.12		
HC4.2	\$33.27	\$41.59	\$35.18	\$43.98		
HC5.1	\$34.97	\$43.72	\$36.98	\$46.23		
HC5.2	\$36.35	\$45.44	\$38.44	\$48.05		

b) Wage rates for other community workers

Classification Level	First full pay period after 30 June 2023		First full pay period after 1 July 2023		First full pay period after 1 July 2024	First full pay period after 1 July 2025
	Base rate/hr	Casual rate/hr	Base rate/hr	Casual rate/hr		
CC1.1	\$24.32	\$30.40	\$25.72	\$32.15	Hourly rates which are at least 5% above the base rate of pay to which the Employee would be entitled under the <i>Social, Community, Home</i>	

Classification Level	First full pay period after 30 June 2023		First full pay period after 1 July 2023		First full pay period after 1 July 2024	First full pay period after 1 July 2025
	CC1.2	\$25.11	\$31.38	\$26.55	\$33.19	<i>Care and Disability Services Industry Award 2010</i> if that Award applied to the Employee.
CC1.3	\$26.00	\$32.50	\$27.49	\$34.37		
CC2.1	\$31.98	\$39.98	\$33.82	\$42.28		
CC2.2	\$32.98	\$41.23	\$34.88	\$43.60		
CC2.3	\$33.99	\$42.49	\$35.94	\$44.93		
CC2.4	\$34.89	\$43.61	\$36.90	\$46.12		
CC3.1	\$35.74	\$44.68	\$37.80	\$47.25		
CC3.2	\$36.77	\$45.96	\$38.89	\$48.61		
CC3.3	\$37.56	\$46.95	\$39.72	\$49.65		
CC3.4	\$38.33	\$47.91	\$40.53	\$50.66		
CC4.1	\$41.22	\$51.53	\$43.59	\$54.49		
CC4.2	\$42.30	\$52.88	\$44.74	\$55.92		
CC4.3	\$43.39	\$54.23	\$45.88	\$57.35		
CC4.4	\$44.36	\$55.45	\$46.91	\$58.64		
CC5.1	\$47.17	\$58.96	\$49.88	\$62.35		
CC5.2	\$48.17	\$60.22	\$50.94	\$63.68		
CC5.3	\$49.30	\$61.62	\$52.13	\$65.17		
CC6.1	\$51.52	\$64.40	\$54.49	\$68.11		
CC6.2	\$52.66	\$65.82	\$55.69	\$69.61		
CC6.3	\$53.80	\$67.25	\$56.90	\$71.12		

Appendix 5 - ALLOWANCES

Allowance	Clause No.	Frequency	1 July 2023	1 July 2024	1 July 2025
Uniform	6.5.1	Per shift	\$1.52	\$1.55	\$1.58
Laundry	6.5.1	Per shift	\$0.65	\$0.67	\$0.68
Sleep Over	7.11	Overnight	\$54.38	\$55.46	\$56.58
Remote Overnight Respite	6.5.5	24 hour period	\$988.14	\$988.14	\$988.14
Meal	7.6.1(c)	Per meal	\$14.14	\$14.42	\$14.71
Meal (remain on premises)	7.4.1	Per meal	\$6.58	\$6.71	\$6.85
Meal with client	7.2.3	Per meal	\$14.38	\$14.67	\$14.96
On Call	7.7.3(a)	24 hour period	\$20.52	\$20.93	\$21.35
On Call (day off)	7.7.3(b)	24 hour period	\$40.64	\$41.45	\$42.28