



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Anglicare Community Services
(AG2017/5327)

ANGLICAN COMMUNITY SERVICES ENTERPRISE AGREEMENT 2017.

Aged care industry

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 28 MARCH 2018

Application for approval of the Anglican Community Services Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Anglican Community Services Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Anglicare Community Services. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The Australian Nursing and Midwifery Federation and Health Services Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[5] The Agreement was approved on 28 March 2018 and, in accordance with s.54, will operate from 4 April 2018. The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

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<AE427795 PR601568>

Annexure A

TO: Fair Work Commission
11 Exhibition Street
Melbourne VIC 3000

UNDERTAKINGS

AG2017/5328 - *Anglican Community Services Enterprise Agreement 2017* (Agreement)

I am authorised to make these undertakings on behalf of Anglican Community Services (the Employer).

The Employer makes the following undertakings under section 190 of the *Fair Work Act 2009 (Cth)* (Act) in connection with the approval of the Agreement:

1. The Employer undertakes and agrees to interpret and apply clause 12.3(c) of the Agreement such that the minimum engagement period for a casual Community Care Employee (as defined in Part D of Schedule A to this Agreement) to whom Schedule B of the *Social Community, Home Care and Disability Services Industry Award 2010* would apply had this Agreement not been in operation, will be 3 hours.
2. The Employer undertakes and agrees to interpret and apply clause 12.3(c) of the Agreement such that the minimum engagement period for a casual Health Professional Employee (as defined in Part E of Schedule A to this Agreement) to whom the *Health Professionals and Support Services Award 2010* would apply had this Agreement not been in operation, will be 3 hours.
3. The Employer undertakes and agrees to interpret and apply clause 12.3(c) of the Agreement such that the minimum engagement period for a casual Retail Employee (as defined in Part F of Schedule A to this Agreement) to whom the *General Retail Industry Award 2010* would apply had this Agreement not been in operation, will be 3 hours.
4. The Employer undertakes and agrees to interpret and apply clause 12.3(c) of the Agreement such that the minimum engagement period for a Transport Distribution Employee (as defined in Part F of Schedule A to this Agreement) to whom the *Road Transport and Distribution Award 2010* would apply had this Agreement not been in operation, will be 4 hours.
5. The Employer undertakes and agrees to interpret and apply clause 20.9(b) of the Agreement as if the words "at the employee's base rate of pay as follows" were deleted and replaced with the words "at the rate set out in clause 37 of this Agreement as follows".
6. For the purposes of clause 22.1 of the Agreement, the Employer undertakes and agrees that Factory Operations Employees (as defined in Part F of Schedule A to the Agreement) will not be rostered to work ordinary hours of work that would attract a night shift loading under the *Storage Services and Wholesale Award 2010* or the *Road Transport and Distribution Award 2010* (whichever is the relevant underlying modern award) had this Agreement not been in operation.
7. For the purposes of clause 22.3 of the Agreement, the Employer undertakes and agrees that employees in the Community Care Level 5 classification will not be required to work shift work (as defined in clause 22.1 of the Agreement) and will instead be rostered for ordinary hours of work within the span of hours in clause 20.2 of the Agreement.



8. The Employer undertakes and agrees to interpret and apply clause 24.1 of the Agreement such that, for employees in the classification of Storeworker (as defined in Part F of Schedule A to the Agreement), a minimum engagement period of 3 hours will apply to ordinary hours of work on a Saturday and a minimum engagement period of 4 hours will apply to ordinary hours of work on a Sunday.
9. For the purposes of clause 24.2 of the Agreement, the Employer undertakes and agrees that it will not, during the term of the Agreement, employ employees who would be considered a:
 - (a) Registered Nurse Level 4 under the *Nurses Award 2010*; and/or
 - (b) Health Professional Employee Level 4 under the *Health Professionals and Support Services Award 2010*,

had this Agreement not been in operation, on a casual basis.

10. The Employer undertakes and agrees to interpret and apply clause 25.1(a)(i) of the Agreement such that, in the event an employee in the following classifications is required to work overtime on a Saturday, they will be paid at the rate of double time for all overtime worked:
 - (a) Care and Support Employee Level 1;
 - (b) Care and Support Employee Level 2; and
 - (c) Care and Support Employee Level 3.
11. The Employer undertakes and agrees to interpret and apply clause 37 of the Agreement such that clause 37.3(e) is deleted and replaced with the following:

“(e) overtime will apply in accordance with clause 25.1 of the Agreement where attendance at such training is required outside the employee’s rostered hours of work, including where it interrupts the applicable eight or ten hour break between shifts, except that:

- *clause 20.3(c) of this Agreement shall apply to part time employees requested, but not required, to work additional hours for the purpose of attending training;*
- *employees will be permitted to complete online or electronic training during rostered hours of work. Where an employee instead elects to complete the training outside of rostered hours, the employee will not be entitled to receive overtime penalties and will instead be paid their base rate of pay in accordance with clause 20.9(b) of the Agreement; and*
- *for casual employees, the payment of overtime penalties will be in substitution for, and not cumulative upon, the casual loading prescribed in clause 12.3 of this Agreement”.*



The Employer understands these undertakings will be taken to be a term of the Agreement pursuant to section 191 of the Act.

Signed: 

Name: Grant Millard

Position: Chief Executive Officer

Date: 26 March 2018



CORRECTION TO DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Anglicare Community Services

(AG2017/5327)

ANGLICAN COMMUNITY SERVICES ENTERPRISE AGREEMENT 2017.

Aged care industry

MELBOURNE, 16 APRIL 2018

Correction to application for approval of the Anglican Community Services Enterprise Agreement 2017.

The decision issued by the Fair Work Commission on 28 March 2018, [2018] FWCA 1830 is corrected by replacing paragraph [5] in its entirety as follows:

[5] The Agreement was approved on 28 March 2018 and, in accordance with s.54, will operate from 9 April 2018. The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Anglican Community Services Enterprise Agreement 2017



Table of Contents

PART 1: OPERATION.....	3
1. Title.....	3
2. Commencement and Expiry.....	3
3. Definitions and Interpretation.....	3
4. Coverage.....	4
5. Access to the Agreement and the National Employment Standards.....	4
6. National Employment Standards.....	4
7. Agreement Flexibility.....	4
PART 2: CONSULTATION AND DISPUTE RESOLUTION.....	5
8. Consultation regarding major workplace change.....	5
9. Dispute Resolution.....	6
PART 3: TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT.....	7
10. Location of Employment.....	7
11. Employment Screening.....	7
12. Types of Employment.....	7
13. Termination of Employment.....	8
14. Redundancy.....	9
PART 4: MINIMUM WAGES AND RELATED MATTERS.....	11
15. Wages.....	11
16. Translation into New Structure.....	12
17. Salary Packaging.....	12
18. Allowances.....	12
19. Superannuation.....	14
PART 5: HOURS OF WORK AND RELATED MATTERS.....	14
20. Ordinary hours of work and rostering.....	14
21. Breaks.....	19
22. Shiftwork.....	20
23. Higher duties.....	20
24. Saturday and Sunday work.....	20
25. Overtime.....	21
PART 6: LEAVE AND PUBLIC HOLIDAYS.....	22
26. Annual Leave.....	22
27. Public Holidays.....	24
28. Personal/Carer's Leave and Compassionate Leave.....	25
29. Long Service Leave.....	27
30. Ceremonial Leave.....	28
31. Special Disaster Leave.....	28
32. Jury Service.....	28

33. Family and Domestic Violence Leave	28
34. Parental Leave	29
35. Leave Without Pay	30
PART 7: OTHER MATTERS	30
36. Workload Management	30
37. Training.....	31
38. Attendance at Meetings.....	31
39. Notice Board.....	31
40. Union Representative Leave	31
SCHEDULE A - EMPLOYMENT CLASSIFICATIONS	34
SCHEDULE B - PAY, OTHER RATES AND ALLOWANCES.....	48

PART 1: OPERATION

1. Title

This Agreement is the *Anglican Community Services Enterprise Agreement 2017*.

2. Commencement and Expiry

This Agreement will commence operation from the start of the first full pay period commencing 7 days after approval by the Fair Work Commission and shall remain in force until 30 June 2020 and thereafter in accordance with the *Fair Work Act 2009*.

3. Definitions and Interpretation

Where a term of this Agreement has a corresponding definition in the Act, the Regulations or the NES, the definition in the Act, the Regulations or the NES shall apply with the exception of 'shiftworker' as defined in this Agreement. Any such terms that are also defined in this Agreement are defined for the convenience only of the parties and shall be overridden to the extent of any inconsistency with the definition found in the Act, the Regulations or the NES.

For the purposes of this Agreement:

Act means the *Fair Work Act 2009 (Cth)*.

Agreement means this Enterprise Agreement.

base rate of pay means a rate of pay for period worked (however the rate is described) that does not include incentive-based payments and bonuses, loadings, monetary allowances, penalty rates or any other similar separately identifiable entitlements.

base hourly rate of pay means the base rate of pay divided by 38.

employee means a person employed by the employer and covered by this Agreement.

employer means Anglican Community Services.

FWC means Fair Work Commission.

immediate family has the meaning in the NES and includes the following:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (c) **spouse** includes a former spouse.
- (d) **de facto partner** of an employee:
 - (i) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (ii) includes a former de facto partner of the employee.

NES means the National Employment Standards as set out under Chapter 2, Part 2-2 of the Act.

Regulations means the *Fair Work Regulations 2009 (Cth)*.

Union means the New South Wales Nurses' & Midwives Association, the Australian Nursing and Midwifery Federation NSW Branch and the Health Services Union NSW Branch.

4. Coverage

- 4.1 This Agreement shall cover the following:
- (a) Anglican Community Services (“the employer”); and
 - (b) subject to clause 4.2 below, employees employed by the employer in the classifications in Schedule A of this Agreement; and
 - (c) the HSU (Health Services Union) New South Wales; the New South Wales Nurses and Midwives' Association and the Australian Nursing Midwifery Federation NSW Branch.
- 4.2 This Agreement does not apply to:
- (a) employees employed by the employer in the position of Residential Manager;
 - (b) employees covered by the Social, Community, Home Care and Disability Services Industry Award 2010 (with the exception of employees working wholly or principally in the employer’s “At Home” division, however titled from time to time, who will be covered by the Agreement);
 - (c) employees otherwise classified as a Registered Nurse Level 5 under the Nurses Award 2010; and/or
 - (d) staff wholly or principally employed at the employer’s head office and/or support centre functions (for example human resources, IT, finance, property, quality), even if their work is located wholly or principally at premises other than the employer’s designated head office.

5. Access to the Agreement and the National Employment Standards

The employer must ensure that copies of this Agreement and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means.

6. National Employment Standards

- 6.1 The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement.
- 6.2 The NES applies to employees covered by this Agreement except where this Agreement provides a greater condition or entitlement in which case this Agreement will prevail to the extent that it is more favourable than the NES.

7. Agreement Flexibility

- 7.1 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 arrangement deals with one 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 or more of the matters mentioned in paragraph 7.1(a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- 7.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made under the Agreement.

- 7.3 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 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise 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.
- 7.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.

PART 2: CONSULTATION AND DISPUTE RESOLUTION

8. Consultation regarding major workplace change

- 8.1 This term applies if the employer:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 8.2 Representation
- (a) The relevant employees may appoint a representative for the purposes of the procedures in this clause 8 of the Agreement. If a relevant employee or employees advise the employer of the identity of an appointed representative for the purpose of this clause, the employer will recognise the representative.
 - (b) In this clause, “relevant employees” means the employees who may be affected by a change referenced in clause 8.1 above.

Major change

- 8.3 For a major change referred to in paragraph 8.1(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) clauses 8.4 to 8.9 apply.
- 8.4 As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion, provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 8.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.6 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

- 8.7 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clauses 8.1(a), 8.2 and 8.4 are taken not to apply.
- 8.8 In this term, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Consultation about changes to rosters or ordinary hours of work

- 8.9 For a change referred to in paragraph 8.1(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) clauses 8.11 to 8.12 apply.
- 8.10 As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion, provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (iv) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 8.11 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.12 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

9. Dispute Resolution

- 9.1 In the event of a dispute about any matter arising under this Agreement or the NES, the following procedure must be followed:
- (a) **Step 1:** the parties must raise the matter with their relevant supervisor and the employee/s concerned to discuss the dispute.
 - (b) **Step 2:** If such discussions do not resolve the dispute, or if Step 1 is inappropriate in the circumstances (for example, if the relevant supervisor is the cause of the dispute), the dispute may be escalated to senior levels of management, such as the Manager or Regional Manager as appropriate.
 - (c) **Step 3:** If the dispute is not resolved at Step 2, either party may escalate the matter to the employer's HR team.
 - (d) **Step 4:** If the dispute is not resolved at Step 3, and all previous steps have been completed (where appropriate), either party may refer the dispute to the FWC. Unless otherwise stated in this Agreement, the parties agree that the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate in an attempt to resolve the dispute, including mediation, conciliation and arbitration.
- 9.2 All parties will endeavour to resolve the dispute without undue delay.
- 9.3 The employer or an employee may appoint another person, organisation or association to represent them for the purposes of this clause.

- 9.4 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

PART 3: TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

10. Location of Employment

At the time of engagement the employer will inform the employee of the primary location(s)/region(s) in which they are required to perform their duties however, the employer may reasonably change an employee's location or region of work from time to time, on either a permanent or temporary basis, to meet the employer's operational requirements. In the event of a permanent change to an employee's location(s)/region(s) of work, the employer will provide 14 days' notice of the change or such other period of notice as may be mutually agreed between the employer and employee.

11. Employment Screening

- 11.1 An employee will participate in all relevant employment screenings required to be undertaken by the employer in accordance with the employer's policies and at law, including National Criminal Record Checks. The employer will meet the costs of any National Criminal Record Check required by an employee for ongoing employment.
- 11.2 Employees must, as soon as practicable, fully disclose to the employer any matter which impairs, or has the possibility to impair, the performance of their duties or the trust or responsibility which the employer has placed in the employee. This includes, but is not limited to, any criminal convictions or charges which may be relevant to the employee's employment. This is an ongoing obligation which applies for the duration of the employee's employment.

12. Types of Employment

12.1 Full-time employment

- (a) A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 20.1(a) of this Agreement.
- (b) Except as provided for in clause 20.9, full-time employees will receive a minimum payment of four hours for each engagement in respect of ordinary hours of work.

12.2 Part-time employment

- (a) A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.
- (b) Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (c) The terms of the agreement in clause 12.2(b) may be varied by agreement between the employer and an employee and recorded in writing. An employee will not be coerced into entering such a variation agreement.
- (d) Except as provided for in clause 20.9, permanent part-time employees will receive a minimum payment of three hours for each engagement in respect of ordinary hours of work, except for home care employees who will receive a minimum of two hours payment for each engagement.
- (e) The terms of this Agreement will apply on a prorata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

- (f) Review of hours: A part-time employee may request (in writing) the employer to review their hours of work once each calendar year. Where the employee is regularly working more than their specified contracted hours at the request of the employer, the contract hours may be reasonably adjusted by the employer taking into account the following:
- (i) The operational requirements of the employer such as fluctuating client or bed numbers, funding arrangements, peak periods;
 - (ii) The pattern of hours worked by the part-time employee;
 - (iii) Whether the increase in hours is as the direct result of an employee being absent on leave; and/or
 - (iv) Whether the increase in hours is due to a temporary increase in hours, for example because of the specific needs of a client or service.

12.3 **Casual employment**

- (a) A casual employee is an employee engaged as such on an hourly basis.
- (b) A casual employee will be paid an hourly rate equal to the employee's classification plus a casual loading of 25%.
- (c) Except as provided for in clause 20.9, a casual employee will receive a minimum payment of two hours for each engagement in respect of ordinary hours of work, except for home care employees who will receive a minimum payment of one hour for each engagement.
- (d) Unless expressly provided in this Agreement, the following clauses of this Agreement do not apply to casual employees:
 - (i) Clause 20.7 - Rosters;
 - (ii) Clause 26 - Annual Leave;
 - (iii) Clause 14 - Redundancy; and
 - (iv) Clause 20.6 - Accrued Days Off.
- (e) Request for conversion: A casual employee who has worked on a regular and systematic basis over a period of 26 continuous weeks may request (in writing) conversion to permanent employment (full-time or part-time). The employer may consent to or refuse the request, but must not unreasonably withhold agreement to such a request taking into account factors including the following:
 - (i) The operational requirements of the employer such as fluctuating client or bed numbers, funding arrangements, peak periods;
 - (ii) The pattern of hours worked by the casual employee;
 - (iii) Whether the increase in hours is as the direct result of an employee being absent on leave; and/or
 - (iv) Whether the increase in hours is due to a temporary increase in hours, for example because of the specific needs of a client or service.

13. **Termination of Employment**

13.1 **Notice of termination**

- (a) Notice of termination is provided for in the NES and does not apply:
 - (i) in the case of dismissal for serious misconduct;
 - (ii) to employees engaged for a specific period of time for a specific task or tasks;
 - (iii) to casual employees.

13.2 Notice of termination by the employer

- (a) Subject to clause 13.2(b), notice of termination by the employer is as provided below:

Period of continuous' service	Notice for Employee less than 45 years old	Notice for Employee 45 years old or more
Less than 1 year	1 week	1 week
1 year but less than 2 years	2 weeks	2 weeks
2 years but less than 3 years	2 weeks	3 weeks
3 years but less than 5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks

- (b) Employees employed in the classification of Registered Nurse Level 4, Care and Support Employee Level 7, and Community Care Employee Level 5 are entitled to a minimum of 4 weeks' notice of termination by the employer.
- (c) Where the employer terminates the employment of the employee and does not require the serving of notice, the employer will pay the employee the amount in lieu of working out the notice period.

13.3 Notice of termination by the employee

- (a) Subject to clause 13.3(b), notice of termination by the employee is as provided below:

Period of continuous' service	Notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

- (b) Employees employed in the classification of Registered Nurse Level 4, Care and Support Employee Level 7, and Community Care Employee Level 5 are required to give the employer a minimum of 4 weeks' notice of their intention to resign from their employment.
- (c) If the employee fails to give notice or fails to work their allocated notice period, the employer may withhold from any monies due to the employee on termination under this Agreement an amount not exceeding the employee's ordinary time rate of pay for the notice period.

14. Redundancy

14.1 An employee (other than a casual) is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:

- (a) At the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (b) Due to circumstances outlined in the Act.

14.2 Severance pay

- (a) Subject to clause 14.8 of this Agreement, in addition to the period of notice prescribed for termination at clause 13 of this Agreement, an employee who is made redundant shall be paid severance pay in accordance with the following table:

Employee's period of continuous service with the employer on termination	Redundancy pay period (under 45 years old)	Redundancy pay period (45 years old or more)
Less than 1 year	Nil	Nil
1 year but less than 2 years	4 weeks	5 weeks
2 years but less than 3 years	7 weeks	8.75 weeks
3 years but less than 4 years	10 weeks	12.5 weeks
4 years but less than 5 years	12 weeks	15 weeks
5 years but less than 6 years	14 weeks	17.5 weeks
6 years and over	16 weeks	20 weeks

- (b) For the purposes of clause 14.2(a), the amount of redundancy pay equals the total amount payable to the employee in accordance with the table above at the employee's base rate of pay for his or her ordinary hours of work.

14.3 Transfer to lower paid duties

Where an employee has accepted a transfer to lower paid duties, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated. The employer will, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

14.4 Alternative employment

Where the employer offers the employee acceptable alternative employment, no severance payment is payable regardless of whether the employee accepts the offer of employment.

14.5 Transfer of business

Severance pay shall not be payable in circumstances where the business, or part of a service or section of the employer's business in which the employee normally performs work is transferred to another employer (in this subclause called the "transferee"), and the employee is offered alternative employment with the transferee:

- (a) On terms and conditions which are substantially similar to, or no less favourable, considering on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the employer; and
- (b) Which recognises the employee's period of prior continuous service with the employer to be continuous service with the transferee, regardless of whether the employee accepts the offer of employment from the transferee.

14.6 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to any payment in lieu of any remaining notice not served.

14.7 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy will be allowed up to one day's time off without loss of ordinary 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 must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for any time absent. For this purpose a statutory declaration is sufficient.

14.8 Employees exempt

Clause 14.2 shall not apply:

- (a) to an employee with less than one (1) year's continuous service with the employer;
- (b) where an employee's employment has been terminated, with or without notice, due to misconduct or serious misconduct;
- (c) in the case of casual employees, or employees engaged for a specific period of time or for a specific tasks or tasks; and/or
- (d) in situations where severance pay would not be payable under the NES, including but not limited to, where the FWC makes an order that it is not payable, or not payable in full.

PART 4: MINIMUM WAGES AND RELATED MATTERS

15. Wages

15.1 Pay rates

- (a) Employees covered by this Agreement shall be paid the wages set out in Schedule B of this Agreement for their relevant classification.
- (b) The wage increases referred to in clause 15.1(a) of this Agreement may, at the employer's discretion, be absorbed into any payment made to the employee beyond the minimum rates contained within this Agreement.
- (c) Any further wage increases shall be at the discretion of the employer, unless the base hourly rate of pay under this Agreement falls below the applicable base hourly modern award rate, in which case the base hourly rate of pay shall be increased to satisfy the modern award rate.

15.2 Payment of wages

Payment of wages shall be made fortnightly in arrears by electronic funds transfer, not more than 5 working days after the end of each pay period.

15.3 Underpayment of wages

- (a) Where an employee is underpaid all or part of their pay on any occasion they should raise the error immediately with the employer.
- (b) The employer, upon agreement with the identified error, will correct the error within 7 days' following notification to payroll, unless:
 - (i) otherwise agreed in writing; or
 - (ii) the employee has notified the employer in writing that they are experiencing financial hardship in which case the employer will take all reasonable steps to correct the error as soon as practicable.

15.4 Overpayment of wages

- (a) Where the employee has been overpaid all or part of their pay on any occasion they, or the employer, should raise the error immediately. The employee has the right to request particulars of the overpayment.
- (b) The employer may require the employee to repay the overpayment in accordance with a written repayment plan agreed in writing between the employer and the employee as soon as reasonably practicable and within less than 12 months from the date of the error being identified. The employer agrees that any repayment plan formulated under this clause shall not cause undue financial hardship for the employee concerned.

- (c) Any overpayment or other payment paid in advance may be deducted from future payments owed to the employee, provided:
 - (i) The employee is notified of the deduction at least 5 working days prior to the pay run from which the amount will be deducted; or
 - (ii) If the amount is being deducted from a termination payment, the employee is notified of the deduction prior to the payment being processed; and
 - (iii) The employee authorises the deduction and the amount of the deduction in writing.

15.5 Annualised Salary

- (a) The employer with the agreement of the employee may pay an employee an annual salary in satisfaction of any or all of the following provisions of this Agreement:
 - (i) Weekly wages;
 - (ii) Allowances;
 - (iii) Shift loadings;
 - (iv) Overtime;
 - (v) Penalty rates; and
 - (vi) Annual leave loading.
- (b) The annual salary will be no less than the amount the employee would have received under this Agreement for the work the employee performed over the year for which the salary was paid (or if the employment ceases earlier, over such lesser period as has been worked), and will be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the annual salary.

16. Translation into New Structure

- 16.1 At the commencement of this Agreement, all existing employees will be translated to the appropriate employment classifications as outlined in Schedule A.
- 16.2 The employer will abide by the principle of salary maintenance. That is, no employee covered by this Agreement will incur any salary loss to their base rate of pay as a result of their translation to the revised employment classification.

17. Salary Packaging

- 17.1 The employer has made salary packaging arrangements available for those employees who wish to take advantage of the benefits.
- 17.2 An employee (other than a casual) can package and structure their remuneration in accordance with the employer's salary packaging arrangements.
- 17.3 If existing taxation law is changed and that change impacts salary packaging arrangements, the employer may decide to discontinue the arrangements.
- 17.4 The employer will give at least three months' written notice of any change or cancellation to the salary packaging arrangements unless a change in taxation law necessitates a shorter period of notice.

18. Allowances

18.1 In-charge allowance

- (a) A Registered Nurse who is designated by the employer to be in charge of a residential service will be paid the allowance set out in Schedule B of this Agreement.
- (b) This clause will not apply to employees employed in the higher classification than a Registered Nurse Level 1.

18.2 Vehicle & travelling allowance

- (a) Subject to the employer being satisfied that the employee has incurred such expenses:
 - (i) where an employee is called upon by the employer and agrees to use his or her private vehicle for work-related travel, the employee will be paid the allowance set out in Schedule B of this Agreement; or
 - (ii) where an employee is required to use public transport for work-related travel, the employee is to be reimbursed the actual expenses reasonably incurred for such travel.
- (b) The payments in clauses 18.2(a)(i) and (ii) of this Agreement excludes travel from the employee's home to the first place of work and return to home at the end of duties.

18.3 Uniform allowance

- (a) Subject to clause 18.3(c), employees required by the employer to wear a uniform will be supplied with uniform(s) appropriate to the occupation free of cost to the employee. An employee to whom a new uniform or part of a uniform has been supplied by the employer, who fails to return it, will not be entitled to have such article replaced without payment for it at a reasonable price, in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
- (b) Upon termination, an employee will return any uniform (including identification badges) or part thereof supplied by the employer, which is still in use by the employee, immediately prior to leaving their employment.
- (c) In lieu of supplying a uniform or part thereof to an employee required to wear it, the employer may pay an employee the sum set out in Schedule B of this Agreement per hour worked.
- (d) Where an employee is required by the employer to wear a uniform and the uniforms are not laundered at the expense of the employer, the employer shall pay an employee the sum set out in Schedule B of this Agreement per hour worked up to a maximum of 38 hours per week, provided that the payment of such laundry allowance will not be paid while the employee is on any form of paid or unpaid leave.
- (e) An employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

18.4 On call allowance

- (a) An employee who is required by the employer to be on call to return to work at short notice after completing a period of duty, will be paid the allowance, for each period of 24 hours or part thereof, set out in Schedule B of this Agreement.
- (b) An employee who is directed to remain on call during a meal break will be paid the on call during meal break allowance set out in Schedule B of this Agreement, provided that no allowance will be paid if, during a period of 24 hours, including such period on call, the employee is entitled to receive the allowance prescribed in clause 18.4(a).
- (c) Where an employee on call in accordance with clause 18.4(a), leaves the employer's premises or the premises on which a service is provided and is recalled to duty, she or he will be reimbursed all reasonable fares and expenses actually incurred in returning to duty. Where in these circumstances the employee elects to use his or her own vehicle the employee will be paid the per kilometre allowance set out in in Schedule B of this Agreement.
- (d) This clause does not apply to employees employed in the classification of Registered Nurse Level 4, Care and Support Employee Level 7, and Community Care Employee Level 5.

18.5 Specialised allowance

- (a) This allowance is payable to an employee (other than a Registered Nurse or Health Professional) where the employee:
 - (i) Holds a clinical, mentoring, or other specialisation as defined by the employer; and
 - (ii) Has satisfied the employer that they hold the relevant and appropriate training, knowledge and experience in the specialisation as defined by the employer, and
 - (iii) Is required to apply the specialisation as a part of the employee's duties which are in addition to the typical responsibilities for the employee's classification.
- (b) The employer reserves the right to cease the payment of the allowance to an employee in the following circumstances:
 - (i) Where the employer no longer requires the employee to apply the specialisation as a part of the employee's duties; or
 - (ii) The employee, as a result of a performance review, is deemed by their Manager/supervisor to not be meeting the expectations of their role and specialisation.
- (c) The rate for this allowance is set out in Schedule B of this Agreement.

18.6 Nauseous linen allowance

Employees employed in the Care and Support classifications who are engaged in a role within laundry operations will be paid the allowance set out in Schedule B of this Agreement where they handle linen of a nauseous nature, other than linen sealed in bags.

18.7 Leading hand allowance

A leading hand, who is an employee who is designated by the employer in charge of not less than two other employees of a substantially similar classification, but does not include any employee whose classification denotes supervisory responsibility, will be paid the allowance set out in Schedule B of this Agreement.

19. Superannuation

- 19.1 The employer will pay compulsory superannuation contributions for each employee in accordance with the applicable legislation (subject to the statutory minimum and maximum contribution base).
- 19.2 Employees may nominate a complying superannuation fund of their choice for the purposes of superannuation payments. In the absence of such a nomination from an employee within 28 days of the commencement of employment, the employer will direct superannuation payments to the employer's default fund.
- 19.3 In addition to the employer's statutory superannuation contributions, an employee may make additional contributions from their wages and on receiving written authorisation from the employee, the employer must commence making contributions to the appropriate superannuation fund in accordance with the relevant legislation.

PART 5: HOURS OF WORK AND RELATED MATTERS

20. Ordinary hours of work and rostering

20.1 Ordinary hours of work

- (a) The ordinary hours of work for full time employees, excluding meal times, will be 38 hours per week, or an average of 38 hours per week worked over 76 hours per fortnight.
- (b) The ordinary hours of work for part time and casual employees, excluding meal times, will be less than 38 hours per week or less than an average of 38 hours per week or 152 hours per 4 week period.
- (c) An employee may work up to 10 ordinary hours on a day or shift (not including unpaid breaks).

20.2 Span of hours

(a) Day worker

The ordinary hours of work for a day worker will be as follows:

- (i) **For retail employees:** Monday to Friday 7am to 9pm; Saturday 7am to 6pm; Sunday 9am to 6pm.
- (ii) **For all other employees:** Monday to Friday 6am to 6pm provided that the span of hours may be altered by up to one hour at either end of the span, by agreement between an employer and the majority of employees concerned or between the employer and an employee.

(b) Shiftworker

A shiftworker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in clause 20.2(a).

20.3 Reasonable additional hours

- (a) Subject to clause 20.3(d), the operational requirements of the employer will, on occasion, require some employees to work reasonable additional hours.
- (b) All hours worked over an average of 76 ordinary hours per fortnight will be additional hours.
- (c) All hours worked by part-time employees beyond their contracted number of hours will be additional hours for the purpose of this clause. Part time employees may be asked, but not required, to work additional hours. If the employee agrees to work additional hours, the hours will be treated as ordinary hours of work.
- (d) All additional hours worked by the employee and approved by the employer will be paid in accordance with this Agreement.
- (e) An employee is required to work the additional hours unless they are unreasonable taking into account:
 - (i) any risk to employee health and safety that might reasonably be expected to arise if the employee worked the additional hours;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the operational requirements of the workplace;
 - (iv) the notice (if any) given by the employer of the additional hours and by the employee of his or her intention to refuse to work those hours;
 - (v) whether any of the additional hours are on a public holiday; and
 - (vi) the employee's hours of work over the 4 weeks ending immediately before the employee is required or requested to work the additional hours.

20.4 Rostered days off

Employees (other than casuals by agreement) will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, days off will be consecutive.

20.5 Rest breaks between rostered work

- (a) A full-time or part-time employee (other than a retail employee) will be allowed a rest break of 10 hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift. By mutual agreement between the employer and an employee, this can be reduced to a minimum of 8 hours.
- (b) A full-time or part-time retail employee will be allowed a rest break of 12 hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift. By mutual agreement between the employer and an employee, this can be reduced to a minimum of 10 hours.

20.6 Accrued days off (ADOs)

- (a) The employer may provide the opportunity for full time employees to access ADOs by accruing 0.4 of an hour for every eight hours worked per day or 0.5 of an hour for every 10 hours worked per day.
- (b) The employer will schedule the taking of ADOs and display them on the roster. Scheduling decisions will be based on the needs of the workplace and will have regard to the employee's preferences.
- (c) Wherever practicable, ADOs will be consecutive with rostered days off prescribed in clause 20.4.
- (d) Once set, ADOs may not be changed, except in accordance with clause 20.7.
- (e) ADOs will not be rostered on public holidays.
- (f) With the consent of the employer, ADOs may be accumulated up to a maximum of 6 in any one year.
- (g) An employee may request in writing to receive payment at their ordinary base rate of pay for hours accrued in lieu of taking an ADO.
- (h) Where an employee has accumulated the maximum ADO accrual prescribed in clause 20.6(f) and has not utilised the accrual within the required period, the employer may require the employee to take the ADOs or pay out the entitlement at their base rate of pay within six months of the date on which the accrued ADOs were meant to have been taken.
- (i) Where an employee's employment terminates for any reason, accumulated ADOs will be paid at the employee's ordinary base rate of pay.
- (j) No time towards an ADO will accumulate during periods of workers' compensation, annual leave, parental leave, long service leave or any period of unpaid leave. Credit towards an ADO will continue to accrue whilst an employee is on paid personal/carer's leave.

20.7 Rosters

- (a)
 - (i) The employer shall make available for each employee, in a form accessible to the employee, a roster which includes the following information:
 - (A) the ordinary hours of work for each employee;
 - (B) each sleepover (where applicable); and
 - (C) ADOs where applicable.
 - (ii) The roster shall be displayed two weeks prior to the commencing date of the first working period in any roster subject to clause 20.7(iii).
 - (iii) The roster and changes to the roster may be communicated to an employee in a range of ways including: hard copy in a place conveniently accessible to an employee; telephone; direct contact; mail; electronic means.
 - (iv) Clause 20.7(a)(ii) shall not make it obligatory for the employer to display any roster of ordinary hours of work for casual or relieving employees or for employees where their hours of work are specified in a contract of employment.
- (b) Notwithstanding clause 20.7(a), a roster may be altered at any time:
 - (i) so as to enable the service of the organisation to be carried on;
 - (A) where another employee is unexpectedly absent from duty; or
 - (B) in the event of an emergency; or
 - (ii) in accordance with clause 20.8; or
 - (iii) where the employer and employee/s affected agree.

20.8 Client cancellation

- (a) This clause only applies to employees employed in the Home Care classifications in Schedule A to this Agreement.
- (b) Where a client cancels or changes the scheduled service, a full-time or part-time employee may be directed to perform other work at the same time without loss of pay.
- (c) Where the employer cannot provide other work at that time they may direct the employee to work make-up time within the following 6 weeks.
- (d) The employer may not direct the employee to work make-up time if they had not been notified of the cancellation after 4.30pm on the day before the employee was scheduled to work.
- (e) The employer may only withhold payment for the cancelled period if:
 - (i) they provide the employee with notice of this change by 4.30 pm the day before the day on which the cancelled shift was scheduled to occur, and
 - (ii) the employee informs them in writing at the time of the notice that they do not wish to work the make-up time and the employer agrees to such request.
- (f) Make-up time may include work with other clients or in other areas of the employer's business.
- (g) The employer may only direct an employee to work make-up time at a time and place that is reasonable.
- (h) An employee must not unreasonably refuse to work make-up time.

20.9 Minimum engagements

- (a) With the exception of mandatory training or meetings facilitated by the employer outside an employee's ordinary hours of work:
 - (i) Full-time employees will receive a minimum payment of four hours for each engagement in respect of ordinary hours of work.
 - (ii) Permanent part-time employees will receive a minimum payment of three hours for each engagement in respect of ordinary hours of work, except for home care employees who will receive a minimum of two hours for each engagement.
 - (iii) Casual employees will receive a minimum payment of two hours for each engagement in respect of ordinary hours of work, except for home care employees who will receive a minimum of one hour for each engagement.
- (b) Attendance at mandatory training or meetings outside an employee's ordinary hours of work will be paid at the employee's base rate of pay as follows:
 - (i) For in-person training facilitated at the employer's premises or other premises as directed by the employer, employees will be paid for actual time spent in attendance at the training with a minimum payment of one hour; or
 - (ii) For online or electronic training (whether completed at the employer's premises or at another location), employees will be paid for actual time spent completing the training.

20.10 Broken shifts

- (a) A "broken shift" means a shift worked by an employee that includes one or more breaks (other than a meal or tea break provided under clause 21 of this Agreement) and where the span of hours between the start of work and the end of the last period of work is not more than 12 hours.
- (b) Where broken shifts are worked, employees will be paid the allowance (set out in Schedule B of this Agreement) and weekend and shift penalties (determined by the commencing time of the broken shift).

- (c) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (d) An employee may agree to work broken shifts at any time.
- (e) The employer may require an employee to work broken shifts in the following circumstances:
 - (i) in home care work; or
 - (ii) in an emergency – including staff absence; or
 - (iii) during a continuous period of up to 4 weeks.
- (f) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

20.11 Sleepovers

- (a) A sleepover occurs when the employer requires an employee to sleep overnight at premises where the client(s) for whom the employee is responsible is located (including respite care) but is not a 24 hour care shift pursuant to clause 20.12 or an excursion pursuant to clause 20.13. It is expected that an employee performing sleepover work will ordinarily be able to have a reasonable night's sleep.
- (b) Employees employed in the classification of Home Care Employee and Community Care Employee Level 1 and 2 in Schedule A to this Agreement may, in addition to normal rostered shifts, be required to sleepover. Other employees may undertake sleepovers by agreement.
- (c) The provisions of clause 20.7 apply for a sleepover. An employee may refuse a sleepover in the circumstances where less than 7 days' notice is provided but only with reasonable cause.
- (d) The span for a sleepover will be a continuous period of eight hours.
- (e) Employees will be provided with:
 - (i) a separate room with a bed; and
 - (ii) other suitable sleeping requirements such as a light and clean linen, use of appropriate facilities (including staff facilities where these exist), security appropriate to the type of service, and
 - (iii) free board and lodging for each night when the employee sleeps over.
- (f) The employee will be entitled to a sleepover allowance set out in Schedule B of this Agreement for each night on which they sleepover.
- (g) In the event of the employee on sleepover being required to perform any work during the sleepover period, the employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.
- (h) An employer may roster an employee to perform work immediately before and/or immediately after the sleepover period, but must roster the employee or pay the employee for at least four hours' work for at least one of these periods of work. The payment prescribed by clause 20.11(e) will be in addition to the minimum payment prescribed by this subclause.

20.12 24 hour care

- (a) This clause only applies to employees employed in the Home Care classifications in Schedule A to this Agreement.
- (b) A 24 hour care shift requires an employee to be available for duty in a client's home for a 24 hour period. During this period, the employee is required to provide the client with the services specified in the care plan. The employee is required to provide a total of no more than eight hours of care during this period.
- (c) The employee will normally have the opportunity to sleep during a 24 hour care shift and, where appropriate, a bed in a private room will be provided for the employee.

- (d) The employee engaged will be paid eight hours work at 155% of their base rate of pay for each 24 hour period.

20.13 Excursions

Where an employee agrees to supervise clients in excursion activities involving overnight stays from home, the following provisions will apply:

- (a) Monday to Friday excursions
 - (i) Payment at the ordinary base rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
 - (ii) The employer and employee may agree to accrual of time in lieu instead of overtime payment for all other hours worked.
 - (iii) Payment of sleepover allowance in accordance with the provision of clause 20.11(e).
- (b) Weekend excursions

Where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.

20.14 Travel time

- (a) Where an employee is rostered to work at different locations, the time taken to travel the most direct available route between locations will be treated as time worked. This excludes travel to the first place of work and travel from the last place of work.
- (b) Clause 20.14(a) shall not apply where an employee is rostered by the employer for a shift where they are paid their base rate of pay for all hours within that shift, excluding unpaid meal breaks and unpaid breaks occurring within a broken shift.

21. Breaks

21.1 Meal breaks

- (a) An employee who works in excess of five (5) hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration. Meal breaks will not count as time worked.
- (b) Notwithstanding clause 21.1(a), where the employer and employee agree, the employee may work up to six (6) hours before taking an unpaid meal break. An employee cannot be coerced into this arrangement.
- (c) Where an employee is directed by the employer to continue work during an unpaid meal break and continuously thereafter, they will be paid overtime for all time worked until the meal break is taken.
- (d) Where an employee is required by the employer to remain available for duty during an unpaid meal break, the employee will be paid an on call during meal break allowance, set out in Schedule B of this Agreement.
- (e) Where an employee is required by the employer to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at the ordinary base rate of pay, and clause 21.1(d) does not apply. This paid meal period will be counted as time worked and the employee will not be entitled to receive the on call during meal break allowance set out in Schedule B of the Agreement in addition to the payment prescribed by this clause.
- (f) Excluding situations referred to in clause 21.1(c), an employee required to work overtime for more than 2 hours where the employee commenced work 10 or more hours prior will, at the option of employer, be provided with a meal or will receive the allowance set out in Schedule B of this Agreement.

21.2 Tea breaks

- (a) Employees are entitled to paid tea breaks depending on the number of hours worked as follows:

Time Worked	Entitlement
Less than 4 hours	No break
4 hours but less than 7.6 hours	1 x 10 min break
7.6 hours or more	2 x 10 min breaks; or 1 x 20 min break if agreed to by the employer

- (b) Alternative tea break arrangements can be made where agreed to by the employer and employee.
- (c) Tea breaks will count as time worked.

22. Shiftwork

22.1 Employees working afternoon or night shift Monday to Friday will be paid the following percentages in addition to base hourly rate of pay. Provided that employees who work less than 38 hours per week will only be entitled to the additional rates where they work outside the span of hours prescribed in clause 20.2 of this Agreement:

- (a) Afternoon shift commencing at or after 10.00am and before 1.00pm – 10%
- (b) Afternoon shift commencing at or after 1.00pm and before 4.00pm – 12.5%
- (c) Night shift commencing at or after 4.00pm and before 4.00am – 15%
- (d) Night shift commencing at or after 4.00am and before 6.00am – 10% of the ordinary hourly rate.

22.2 Where a casual employee is entitled to loadings in accordance with this clause, the loading is paid in addition to the casual loading, with the shift loading and the casual loading both being calculated based on the employee's base hourly rate of pay.

22.3 This clause does not apply to employees employed in the classification of Registered Nurse Level 4, Care and Support Employee Level 7, and Community Care Employee Level 5.

23. Higher duties

23.1 An employee, who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed will be paid at the higher classification rate for the period of relief.

23.2 This clause does not apply to employees employed in the classification of Registered Nurse Level 4, Care and Support Employee Level 7, and Community Care Employee Level 5.

24. Saturday and Sunday work

24.1 Employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters, except that employees in Home Care classifications and Retail and Factory Operations Classifications in Schedule A to this Agreement shall be paid double time for time work on Sundays. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 22.

24.2 Casual employees, except casual Nursing Assistants, will be paid in accordance with clause 24.1 where the rates prescribed will be in substitution for and not cumulative upon the casual loading prescribed in clause 12.3(b). Casual Nursing Assistants will be paid in accordance with clause 24.1 with the casual loading calculated on their ordinary rate of pay and then added to the weekend penalty.

25. Overtime

25.1 Overtime penalty rates

- (a) Hours worked in excess of the ordinary hours on any day or shift as prescribed in clause 20.1, are to be paid as follows:
 - (i) Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter;
 - (ii) Sunday—double time; and
 - (iii) Public holidays—double time and a half.
- (b) Overtime penalties as prescribed in clause 25.1(a) do not apply to employees employed in the classification of Registered Nurse Level 4, Care and Support Employee Level 7, and Community Care Employee Level 5.
- (c) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend premiums prescribed in clause 24 and clause 22 of this Agreement.

25.2 Part-time employees

All time worked by part-time employees in excess of the ordinary hours of work for a full-time employee prescribed in clause 20.1(a) will be overtime and paid in accordance with clause 25.1 of this Agreement.

25.3 Casual employees

All time worked by casual employees in excess of the ordinary hours of work for a full-time employee prescribed in clause 20.1(a) will be overtime and paid in accordance with clause 25.1 of this Agreement. The payment of overtime penalties will be in substitution for and not cumulative upon the casual loading prescribed in clause 12.3 of this Agreement.

25.4 Rest period after overtime

- (a) Where an employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift, that they have not had at least 10 consecutive hours off duty between those times will be released after the completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (b) If, on the instruction of the employer, such an employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

25.5 Time off instead of payment of overtime

By agreement between the employee and the employer, an employee may be compensated by way of time off in lieu of payment of overtime on the following basis:

- (a)
 - (i) For employees employed in the classification of Nursing Assistant or under the Retail and Factory Operations classifications: time off in lieu of overtime must be taken at the equivalent overtime rate (ie. one and half hours off work for each hour of overtime worked for first two hours and two hours off work for each hour of overtime worked thereafter).
 - (ii) For all other employees: time off in lieu of overtime must be taken at ordinary rates (ie. one hour off work for one hour of overtime worked).
- (b) Time off in lieu of overtime must be taken within three months after the time is worked.

- (c) Where it is not possible for an employee to take the time off in lieu of overtime within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- (d) If, on the termination of the employee's employment, time off for overtime worked by the employee has not been taken, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- (e) Records of all time off in lieu of overtime owing to employees and taken by employees must be maintained by the employer.

25.6 Recalled to work

An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of four hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the employee will be released from duty.

PART 6: LEAVE AND PUBLIC HOLIDAYS

26. Annual Leave

- 26.1 (a) Employees are entitled to annual leave in accordance with the provisions of the NES.
- (b) Casual employees have no entitlement to annual leave.

26.2 Accrual of annual leave

- (a) All employees are entitled to four (4) weeks' paid annual leave for each year of continuous service with the employer.
- (b) Shiftworkers are entitled to one additional week of paid annual leave.
- (c) For the purposes of this clause a shiftworker is defined as follows:
 - (i) Employees under the Retail and Factory Operations classifications: a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
 - (ii) All other employees: an employee who is regularly (ie. more often than not in a calendar year) rostered to work their ordinary hours outside the span of hours prescribed in clause 20.2; and/or an employee who works for more than four ordinary hours on 10 or more weekends in any calendar year.
- (d) The entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

26.3 Payment of annual leave

- (a) Annual leave shall be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period of leave taken. If the period during which an employee takes paid annual leave includes a public holiday, the employee is taken not to be on paid annual leave on that public holiday.
- (b) An employee going on leave may elect to be paid:
 - (i) prior to commencing such leave; or
 - (ii) through their normal pay cycle.
- (c) Once the leave has commenced, the election in clause 26.3(b) cannot be changed unless the employer agrees to the change.

26.4 Taking of annual leave

- (a) An employee is entitled to take an amount of annual leave during a particular period if:
 - (i) at least that amount of annual leave has been accrued by the employee; and
 - (ii) the employer has authorised the employee to take the annual leave during that period.

- (b) In the taking of annual leave, the employee shall make written application to the employer, giving not less than four (4) weeks' notice of the desired period of such leave provided that absences exceeding two (2) weeks require not less than six (6) weeks' notice.
- (c) The employer will utilise its best endeavours to respond to an application for annual leave made by an employee within a reasonable time. It is understood that in certain periods of peak demand such as Christmas, Easter, school holidays and long weekends, the employer may require more notice and further time in which to approve leave requests.
- (d) Annual leave shall be taken in an amount and at a time which is approved by the employer subject to the operational requirements of the workplace. The employer shall not unreasonably withhold or revoke such approval.
- (e) Excessive accumulated annual leave: An employee must take an amount of annual leave during a particular period if reasonably directed to do so by the employer and:
 - (i) the employer has genuinely tried to reach agreement with the employee regarding the taking of annual leave but has been unable to reach such agreement;
 - (ii) at the time the direction is given, the employee has more than 8 weeks' (or 10 weeks in the case of a shiftworker under clause 26.2(c) of this Agreement) annual leave credited to them; and
 - (iii) the amount of annual leave left to the employee's credit after taking the period of directed leave is at least 4 weeks.

26.5 **Cashing out of annual leave**

Annual leave credited to an employee may be cashed out by agreement, subject to the following conditions: (refer to section 93 of the Act)

- (a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and
- (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

26.6 **Annual leave loading**

- (a) In addition to their base rate of pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their base hourly rate of pay.
- (b) Shiftworkers, in addition to their base rate of pay, will be paid the higher of:
 - (i) an annual leave loading of 17.5% of the employee's base hourly rate of pay; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- (c) Weekend and shift penalties are not payable for public holidays which occur during a period of annual leave.

26.7 **Annual leave and service**

A period of annual leave does not break an employee's continuity of service and annual leave counts as service for all purposes.

26.8 **Annual close-down**

The employer may close down an enterprise or part of the enterprise for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:

- (a) the employer gives not less than one month's notice of its intention to do so;
- (b) an employee who has accrued sufficient leave to cover the period of the close down, is allowed leave and also paid for that leave at the appropriate wage;

- (c) an employee who has not accrued sufficient leave to cover part or all of the close down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down;
- (d) any leave taken by an employee as a result of a close down pursuant to this clause also counts as service by the employee with their employer; and
- (e) the employer will, subject to availability and operational requirements, provide the effected employees with the option of being redeployed to perform work in the same classification in another of the employer's enterprises or part of an enterprise as an alternative to taking leave.

26.9 Payment of annual leave on termination

If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

26.10 Purchased additional leave (PAL)

- (a) The employer may offer permanent employees the opportunity to "purchase" either one (1) or two (2) weeks additional leave each year in exchange for a proportional reduction in their salary over a 12 month period of continuous service.
- (b) Approval of an employee's request to purchase additional paid leave will be at the employer's sole discretion based on individual circumstances.
- (c) Under such an arrangement, an employee is required to apply to purchase additional leave each year. Subject to approval by the employer, an employee may access the PAL in exchange for a reduction in salary of 1.92% for one week of leave purchased or 3.84% for two weeks' of leave purchased.
- (d) An employee who purchases additional paid leave is required to take all of the PAL within 12 months of the full entitlement being reached. If any of the PAL is not used within this period, the foregone salary will be paid out at the employee's base rate of pay.
- (e) Employees may apply to take PAL at any time subject to the following conditions:
 - (i) Taking of leave is subject to manager approval with regards to the operational requirements of the facility/service.
 - (ii) PAL may be taken in conjunction with any other approved leave.
- (f) The accumulated value of any PAL accrued at the time of an employee's termination will be paid out at the employee's base rate of pay.
- (g) Employees may in writing request a payout of their accumulated PAL in lieu of taking the leave. This will be paid in the next available pay period after the request is received at the employee's base rate of pay.
- (h) Superannuation entitlements will be calculated on the pre-reduction salary and annual leave loading shall not apply to PAL.

27. Public Holidays

27.1 Public holidays are provided for in the NES.

27.2 For the purposes of this Agreement, the parties acknowledge that the following days are currently deemed to be public holidays but may be subject to change during the term of this Agreement:

New Year's Day; Australia Day, Good Friday; Easter Saturday; Easter Sunday, Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day.

27.3 If another or an additional public holiday is declared or prescribed in the location in which an employee performs work, those days shall constitute additional public holidays for the purpose of this Agreement.

- 27.4 The employer and majority of employees may, by agreement, substitute another day for a public holiday.
- 27.5 Where a public holiday (or a day declared or prescribed in substitution for one of those days, as the case may be) falls on a day that an employee would otherwise work, the employer may allow the employee to be free from duty on that day and the employer will pay the employee for the hours they would otherwise have worked on that day and treat them as ordinary hours of work.
- 27.6 For the purposes of clause 27.5:
- (a) If an employee is employed on a variable roster, they “would otherwise work” a particular day if, over the preceding 6 months, they have worked that day at least 50% of the time; and
 - (b) “allow the employee to be free from duty” means expressly allowing an employee to work reduced ordinary hours for the fortnight because of the public holiday.
- 27.7 Despite clause 27.5 of this Agreement, an employee may be required to work on public holidays (or days declared or prescribed in substitution for one of those days, as the case may be) in accordance with the roster. If an employee works approved ordinary hours on a public holiday (or a day declared or prescribed in substitution for one of those days, but not both) the employee will be paid for the time actually worked at the rate of time and one half in addition to the employee’s base hourly rate of pay.
- 27.8 The loadings in this clause are paid in substitution for, not in addition to, shift or weekend penalties and the casual loading specified in clause 12.3 of this Agreement and do not apply to overtime hours. If an employee is required to work overtime on a public holiday, clause 25 of this Agreement shall apply.

28. Personal/Carer’s Leave and Compassionate Leave

- 28.1 (a) Employees, including casual employees, are entitled to personal/carers’ leave in accordance with the provisions of the NES.
- (b) Casual employees have no entitlement to paid personal/carers’ leave or compassionate leave, but do have an entitlement to unpaid leave.

28.2 Entitlement to paid personal/carers leave

- (a) For each year of continuous service with the employer, an employee is entitled to 10 days of paid personal/carers’ leave.
- (b) 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.

28.3 Taking of personal/carers’ leave

An employee may take paid personal/carers’ leave:

- (a) where 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.

28.4 Grandparent’s leave

An employee may take up to 3 days’ of their accrued paid personal/carers’ leave over a calendar year as grandparent’s leave as follows:

- (a) within 6 weeks of the birth of their grandchild; and/or

- (b) to provide care or support to their grandchild when:
 - (i) the grandchild has a personal illness or injury,
 - (ii) the grandchild's parent has a personal illness or injury,and the grandparent is required to help with the care and support of their grandchild.

28.5 Payment of paid personal/carer's leave

If an employee takes a period of paid personal/carer's leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

28.6 Unpaid carer's leave

- (a) An employee is entitled to 2 days unpaid carer's leave for each occasion 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) An employee may take unpaid carer's leave as:
 - (i) a single continuous period of up to 2 days: or
 - (ii) any separate periods agreed with the employer.
- (c) An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carer's leave.

28.7 Compassionate leave

- (a) An employee is entitled to 2 days of paid compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household contracts or develops a personal illness that poses a serious threat to his or her life or sustains a personal injury that poses a serious threat to his or her life or dies.
- (b) An additional day of paid compassionate leave will be granted by the employer where the employee is required to travel outside the State of New South Wales to attend the funeral of a member of the employee's immediate family, or a member of the employee's household, or, at the discretion of the employer, other extenuating circumstances.
- (c) An employee may be required by the employer to provide reasonable documentation to support their entitlement to paid compassionate leave.

28.8 Payment for compassionate leave

- (a) If an employee takes a period of paid compassionate leave, the employer must pay the employee, other than a casual employee, at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (b) Casual employees are entitled to unpaid compassionate leave.

28.9 Notice and evidence requirements

- (a) To be entitled to leave under clause 28, an employee must give the employer notice of the period, or expected period of the leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from his or her employment.
- (b) An employer may require an employee to give the employer evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (c) To be entitled to personal leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:

- (i) a medical certificate from a medical practitioner stating that in their opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - (ii) a statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury.
- (d) The evidence requirements outlined in clause 28.9(c) apply where the employee is absent for 2 or more days, or on the day before or after a public holiday. The employer also reserves the right for reasonable cause to require a medical certificate or statutory declaration for any single day absences.
- (e) To be entitled to carer's leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
- (i) a medical certificate from a medical practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or
 - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period to provide care or support to the member because the member requires or required care or support during the period because of personal illness, or injury, of the member or an unexpected emergency affecting the member;
- provided that the employer may dispense with the above requirements.
- (f) To be entitled to compassionate leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the compassionate leave has started):
- (i) a medical certificate from a medical practitioner stating that in their opinion the member is suffering from an illness or injury that poses a serious threat to the member's life; or
 - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period due to the death of the member.

29. Long Service Leave

29.1 Employees are entitled to long service leave in accordance with this Agreement and the *Long Service Leave Act 1955 (NSW)* provided that should there be any inconsistency between that legislation and the provisions of this Agreement these provisions shall prevail to the extent the Agreement entitles employees to long service leave in excess of the employees' entitlement to long service leave under the *Long Service Leave Act (1955) NSW*.

29.2 Employees covered by this Agreement will accrue long service leave as follows:

Completed Years of Continuous Service	Long Service Leave
Less than 7 years	Nil
7 years	6.06 weeks
10 years	Additional 2.6 weeks
15 years and each 5 years thereafter	Additional 4.33 weeks

29.3 Employees are entitled to take their long service leave on a pro rata basis after 7 years of continuous service.

29.4 When an employee takes a period of long service leave, the employer will pay the employee their base rate of pay in respect of the period of leave.

29.5 In the taking of leave, the employee shall make written application to the employer, giving not less than four (4) weeks' notice of the desired period of such leave provided that absences exceeding 2 weeks require not less than six (6) weeks' notice. Long service leave will be taken as soon as practicable having regard to the needs of the service, or may be postponed to an agreed date.

- 29.6 Long service leave shall be taken in one continuous period of leave or, if the employee and employer agree, separate periods of not less than one week. Periods less than one week may be granted at the employer's discretion.
- 29.7 Employees who have completed at least five years' service and less than seven years' service will be entitled to pro rata long service leave where the employee:
- (a) is terminated by the employer for any reason other than serious and wilful misconduct; or
 - (b) resigns from their employment on account of illness, incapacity or domestic or other pressing necessity and provides satisfactory proof of the reasons for their resignation; or
 - (c) dies, provided that the monetary value of the leave not taken or which would have accrued to the employee, is payable to the employee's estate.
- 29.8 "Service" for the purpose of this clause will mean continuous service with the employer and will not include any period of leave without pay, unpaid personal/carer's leave, unpaid parental leave or other periods of service excluded from service under the relevant legislation.
- 29.9 Full-time or part-time employees with at least 7 years' continuous service with the employer who, immediately prior to the commencement of this Agreement, were entitled to a more generous long service leave accrual after 10 years' continuous service than provided in this Agreement, will retain such entitlement. Such entitlement will accrue on the basis of 2.5 months long service leave for each 5 years' continuous service after the initial 10 years' continuous service.

30. Ceremonial Leave

An employee who is legitimately required by Aboriginal or Torres Strait islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of the employer.

31. Special Disaster Leave

- 31.1 Where a permanent employee is unable to attend work because of a declared natural disaster, (ie bushfire or flood), they will be entitled to be paid their base rate of pay for the shift they would otherwise have worked on that day. This entitlement will apply once per calendar year and is not cumulative from year to year.
- 31.2 The employer may require the employee to provide evidence to support their claim.

32. Jury Service

- 32.1 An employee (other than a casual employee) required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of ordinary wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- 32.2 An employee shall notify the employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give the employer proof of attendance at court, the duration of such attendance and the amount received in respect of such jury service.
- 32.3 The period of payments of jury service under this clause shall be limited to the period prescribed under relevant legislation.

33. Family and Domestic Violence Leave

- 33.1 In addition to the other leave entitlements provided under this Agreement, employees covered by this Agreement shall be entitled to up to 3 days' paid family emergency leave per year of continuous service, subject to the employee providing evidence as required in clause 33.3 below. Such leave does not accrue from year to year and is not payable upon termination of employment for any reason.
- 33.2 Family emergency leave may be utilised in circumstances by employees experiencing domestic violence to:

- (a) Seek legal or counselling services in relation to domestic violence and/or to prevent or prohibit domestic violence the employee is or has recently been involved in;
 - (b) Assist the relevant authorities with their investigations in relation to domestic violence the employee is or has recently been involved in; and/or
 - (c) Attend court hearings or proceedings in relation to domestic violence the employee is or has recently been involved in.
- 33.3 If an employee requests to utilise family emergency leave, they must provide satisfactory evidence of the need to take leave to the employer such as (but not limited to) a document issued by the police, a court, a doctor, a domestic violence support service or a lawyer. A signed statutory declaration may also be provided as proof of the entitlement to leave. Such evidence must be provided as soon as practicable.
- 33.4 In order to provide support to an employee experiencing family and domestic violence, the employer will consider any reasonable request from an employee experiencing family and domestic violence (who has provided evidence in accordance with clause 33.3 of this Agreement) for:
- (a) Changes to their span of hours or pattern of hours and/or shift patterns;
 - (b) Relocation to suitable employment within the employer;
 - (c) A change to their work issued telephone number or email address to avoid harassing contact; or
 - (d) Any other appropriate measure including those available under existing provisions of this Agreement for family friendly and flexible work arrangements.
- The employer may refuse the request only on reasonable business grounds. The provisions of clause 9 shall not apply to requests made pursuant to clause 33.4 of this Agreement.
- 33.5 Without limiting what are reasonable grounds for the purpose of clause 33.4 of this Agreement, reasonable business grounds include the following:
- (a) That the new working arrangements requested by the employee would be likely to have a significant negative impact on services;
 - (b) That the new arrangement requested by the employee would be too costly for the employer;
 - (c) That there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
 - (d) That it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee.
- 33.6 The employer will nominate a contact person to provide support for employees experiencing family and domestic violence and notify employees of the name of the nominated contact person. Where requested by an employee, the contact person will liaise with the employer's Employee Assistance Program (EAP) to arrange access to counselling support with a counsellor or other professional experienced in dealing with family and domestic violence.
- 33.7 The employer will treat all requests for family emergency leave with the utmost confidentiality.

34. Parental Leave

34.1 Employees are entitled to unpaid parental leave in accordance with the provisions of the NES.

34.2 Paid parental leave

- (a) For the purposes of employer paid parental leave, the employee will be paid at their base rate of pay which is based on the average of the ordinary hours actually worked by the employee in the 12 month period ending at the commencement of the period of parental leave.
- (b) Full-time and part-time employees may claim paid parental leave from the date the parental leave commences in the following circumstances:
 - (i) First claim: where eligible for unpaid parental leave; and

- (ii) Second and subsequent claims: where an employee having returned to work from a period of parental leave has completed three (3) months of continuous service prior to each claim.
- (c) Paid parental leave includes:
 - (i) Maternity leave – 9 weeks’ pay for the birth mother;
 - (ii) Adoption leave – 9 weeks’ pay for the initial primary carer of the adopted child;
 - (iii) Paternity leave – 2 weeks’ pay for the birth father.
- (d) Any period of “paid no safe job leave” taken by an employee pursuant to the “Transfer to a Safe Job” provisions of the Act shall be deducted from the employee’s entitlement to paid maternity leave.

35. Leave Without Pay

- 35.1 By agreement between the employer and a full-time or part-time employee, leave without pay may be granted where no paid leave is otherwise available.
- 35.2 The granting of leave without pay is at the absolute discretion of the employer.
- 35.3 Any period of leave without pay will not break the continuity of service of the employee but will not count as service for the purpose of:
 - (a) accruing annual leave and personal/carer’s leave, and in determining eligibility for payment for public holidays;
 - (b) accruing long service leave except in the case of employees who have completed at least 10 years’ service (any period of absence without pay being excluded there from) in which case service shall include any period without pay not exceeding 6 months taken after 1 June 1980;
 - (c) the qualifying period for paid and unpaid parental leave;
 - (d) the calculation of notice and severance pay in accordance with clause 13 and clause 14 of this Agreement.

PART 7: OTHER MATTERS

36. Workload Management

- 36.1 The parties to this agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse affects that excessive workloads may have on employee(s) and the quality of client care.
- 36.2 To ensure that employee concerns involving excessive workloads are effectively dealt with by management, the following procedures should be applied:
 - (a) In the first instance, employee(s) should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
 - (c) If a solution still cannot be identified and implemented, the matter should be referred to the service manager for further discussion.
 - (d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected employees.
- 36.3 Workload management must be an agenda item at residential staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:
 - (a) clinical assessment of clients’ needs;
 - (b) the demand of the working environment such as service layout;
 - (c) statutory obligations, (including, but not limited to, workplace health and safety legislation;
 - (d) the requirements of nurse regulatory legislation;

- (e) reasonable workloads;
- (f) accreditation standards; and
- (g) budgetary considerations.

36.4 If the issue is still unresolved, the employee(s) may advance the matter through clause 9 of this Agreement. Arbitration of workload management issues may only occur by agreement of all parties to the dispute.

37. Training

37.1 Employees will be given on-going training as necessary, relevant to their roles and responsibilities.

37.2 Training will also be provided to employees where the employer determines that a skills deficiency exists and that further training is reasonable and/or necessary. The employer will meet the reasonable costs of such training.

37.3 Where practicable, mandatory training shall be provided to employees during their normal rostered hours of work. Where it is not then:

- (a) employees shall attend training outside their normal rostered working hours when required to do so by the employer;
- (b) the employer shall provide employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours;
- (c) notwithstanding clauses 20.1 and 25 of this Agreement, attendance at such training shall be paid in accordance with 20.9(b);
- (d) the employer requiring an employee to attend training at a location different to their regular place of work requiring travel in excess of the time normally taken for that employee to attend work shall also pay to the employee their base rate of pay for time travelling to and from a period of training referred to in clause 37.3(c);
- (e) overtime will not apply where attendance at such training is outside the normal rostered working time of other than full-time employees and where it interrupts the applicable eight or ten hour break between shifts.

37.4 When receiving travelling time as set out in 37.3(d) of this clause, an employee using their vehicle for attendance at such training shall be reimbursed as set out in Schedule B of the Agreement.

37.5 Upon termination of an employee's employment, the employer will provide upon request, a written statement of the hours of training attended by the employee.

38. Attendance at Meetings

38.1 An employee required by the employer to attend Work Health and Safety Committee meetings and/or other meetings as an employee representative outside their ordinary hours of work will be entitled to payment at their base rate of pay including any applicable shift/weekend penalties in accordance with clauses 22 and 24 of this Agreement for the actual time spent in attendance at such meetings.

38.2 An employee required by the employer to attend a meeting outside their ordinary hours of work will be entitled to payment at their base rate of pay including any applicable shift/weekend penalties in accordance with clauses 22 and 24 of this Agreement for the actual time spent in attendance at such meetings.

38.3 Any time spent attending meetings will not be viewed as overtime for the purposes of this Agreement.

39. Notice Board

A notice board in each regional office or residential aged care service will be accessible to authorised representatives of employees to post relevant notices. The employer reserves the right to remove notices that are inappropriate.

40. Union Representative Leave


40.1 The employer recognises the right of all employees to join a union, to access meaningful union representation, to participate collectively in workplace issues, and to collectively bargain through their union.

- 40.2 The employer will recognise one delegate from the HSU New South Wales Branch and one delegate from the New South Wales Nurses and Midwives' Association in each workplace, upon receipt of written notification from each of the respective Unions.
- 40.3 A delegate will be released from work to attend union business in accordance with the following:
- (a) up to 5 days per calendar year to attend training facilitated by the Union to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment;
 - (b) up to 3 days leave to attend either: The New South Wales Nurses and Midwives' Association Annual Conference; or the HSU New South Wales Branch Annual Conference;
 - (c) a minimum of 4 weeks' written notice, or less by agreement, must be provided to the employer of a request to attend such union business. The notice must specify the time and nature of the union business; and
 - (d) subject to operational requirements an employer shall not unreasonably refuse such a request.
- 40.4 A delegate may access leave without pay, Annual Leave or Long Service Leave, for the purposes of attending such training.

EXECUTION:

Signed for and on behalf of:


Anglican Community Services trading as Anglicare

by its duly authorised officer: 

Signed for the employer:

Print Full Name: Adam Antony Leonard

Position: General Manager People & Culture

Signed by witness: 

Print Full Name: VANESSA LAVENDER.....

Address: LEVEL 2, 62 NORWEST BOULEVARD

BAULKHAM HILLS NSW 2153.....

Date: 3/11/17.....

SCHEDULE A - EMPLOYMENT CLASSIFICATIONS

A. GENERAL

1. The employment classifications and definitions set out in this Schedule shall apply to employees covered by this Agreement.
2. Classification at a level is by appointment by the employer only (apart from Level 1 classifications where applicable), where the employee is required to use and apply the skills, qualifications and other competencies attributable to the role.
3. Progression between classification levels is at the employer's sole and absolute discretion and is dependent upon factors including, but not necessarily limited to, the employee being required to hold the applicable competencies to perform the duties of the position and subject to vacancies existing at the applicable classification level.
4. Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point. For the purpose of annual movement, an employee must complete 1976 hours of work.

B. NURSING CLASSIFICATIONS

DEFINITIONS

AHPRA means the Australian Health Practitioner Regulation Authority.

Nursing assistant means a person, other than a Registered Nurse, or Enrolled Nurse who is employed as such by the employer to provide nursing duties in a residential aged care facility.

Board means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable.

Registered Nurse (RN) means a person registered by the Board as such.

Enrolled nurse (EN) means a nurse enrolled with the Board and is authorised to administer medications. An enrolled nurse may be required to lead and/or supervise the work of others.

NURSING ASSISTANT

Nursing Assistants, also known as Assistants in Nursing, provide nursing care to residents and clients, and other duties under the direction of a Registered Nurse, Enrolled Nurse or an employee with a relevant Certification IV qualification.

Indicative tasks/skills include but are not limited to the following:

- report promptly any observed changes or concerns in a resident's or client's health status;
- assist in the provision of nursing and personal care under supervision and direction;
- complete documentation as required
- exercise discretion and judgement within their level of skill and training;
- attend training as directed;
- work in collaboration with the care team;
- be actively involved in continuous improvement; and
- other related duties as assigned by the employer from time to time.

ENROLLED NURSE

An employee appointed at this level performs their duties:

- according to their level of competence and within the range of duties of an Enrolled Nurse registered with the Board/AHPRA;
- under the guidance of, or with access to, a more experienced nurse who provides work related support and direction; and
- under the supervision of a RN

An employee at this level is required to perform general nursing duties within their skills and experience which include, but are not confined to:

- delivering direct and comprehensive nursing care and general care and individual case management to residents or clients; and
- other related duties assigned by the employer from time to time.

REGISTERED NURSE

Registered Nurse Level 1 (RN1)

An employee appointed by the employer as such at this level who performs their duties:

- according to their level of competence; and
- under the general guidance of, or with general access to a more competent Registered Nurse who provides work related support and direction.

An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
- coordinating services, including those of other disciplines or agencies, to individual residents or clients within the practice setting;
- providing education, counselling and group work services orientated towards the promotion of health status improvement of residents and clients within the practice setting;
- providing support, direction, education and supervision to newer or less experienced staff, including ENs, Nursing Assistants, and Care and Support Employees;
- accepting accountability for the employee's own standards of nursing care and service delivery;
- participating in action research and policy development within the practice setting; and
- other duties within their scope of practice.

Registered Nurse Level 2 (RN2)

An employee appointed by the employer as such at this level who performs their duties:

- holds any other qualification required for working in the employee's particular practice setting; and
- is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as a Clinical nurse.

In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical nurse consultant or any higher level classification. Duties of a **Clinical Nurse** will substantially include, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to RN1s, ENs, Nursing Assistants, and Care and Support Employees;
- being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical Nurse Consultant;
- acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

Registered nurse level 3 (RN3)

An employee appointed by the employer as such at this level who performs their duties:

- holds any other qualification required for working in the employee's particular practice setting; and
- is appointed as such by a selection process or by reclassification from a lower level when that the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as a Clinical Nurse Consultant, Nurse Manager or Nurse Educator.

In addition to the duties of an RN2, an employee at this level will perform the following duties in accordance with practice settings and patient or client groups:

Duties of a **Clinical Nurse Consultant** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Nurse Manager and the Nurse Educator, particularly in the areas of action research and quality assurance programs;
- staff and patient/client education;
- staff selection, management, development and appraisal;

- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

Duties of a **Nurse Manager** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical Nurse Consultant and the Nurse Educator, particularly in the areas of action research and quality assurance programs;
- staff selection and education;
- allocation and rostering of staff;
- occupational health;
- initiation and evaluation of research related to staff and resource management;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
- being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
- managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

Duties of a **Nurse Educator** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical Nurse Consultant and the Nurse Manager, particularly in the areas of action research;
- implementation and evaluation of staff education and development programs;
- staff selection;
- implementation and evaluation of patient or client education programs;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

Registered nurse level 4 (RN4)

An employee appointed by the employer as such at this level who performs their duties:

- holds any other qualification required for working in the employee's particular practice setting; and
- is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as the **Care Manager**.

In addition to the duties of an RN3, an employee at this level will perform the following duties:

- providing leadership and role modelling, in collaboration with others, particularly in the areas of selection of staff within the employee's area of responsibility;
- provision of appropriate education programs, coordination and promotion of clinical research projects;
- participating as a member of the senior nursing team;
- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of senior clinical nurses;
- being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
- being accountable for the development, implementation and evaluation of patterns of resident or client care for a specified span of control;
- being accountable for clinical operational planning and decision making for a specified span of control; and
- being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

Nurse Practitioner means a Registered Nurse appointed as such by the employer and who is authorised by the Board, pursuant to Section 19A of the Nurses Act 1991, to practice as a Nurse Practitioner.

C. CARE AND SUPPORT CLASSIFICATIONS

Care and Support Employee Level 1

Entry level:

An employee who has less than six months' relevant work experience in the industry and performs basic duties.

An employee at this level:

- works minimal responsibility, accountability or discretion;
- works under within established routines, methods and procedures;
- has direct or routine supervision, either individually or in a team; and
- requires no previous experience or training.

Indicative positions at this level include but are not necessarily limited to:

Support Services
<ul style="list-style-type: none"> • General Clerk • Laundry Assistant • Cleaner • Gardener/Maintenance Assistant • Food Services Assistant

Care and Support Employee Level 2

An employee with more than six months' relevant work experience in the industry and who:

- 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.

Indicative positions at this level include but are not necessarily limited to:

Support Services	Care Services
Grade 1 <ul style="list-style-type: none"> • Cleaner Grade 2 <ul style="list-style-type: none"> • General Clerk • Laundry Assistant • Gardener/Maintenance Assistant • Driver (less than 3 ton) • Food Services Assistant 	<ul style="list-style-type: none"> • Personal Care Worker

Care and Support Employee Level 3

An employee appointed by the employer as such who:

- is capable of prioritising work within established routines, methods and procedures (non-admin/clerical);
- is responsible for work performed with a medium level of accountability or discretion (non-admin/clerical);
- works under limited supervision, either individually or in a team (non-admin/clerical);
- possesses sound communication and/or arithmetic skills (non-admin/clerical);
- requires specific on-the-job training and/or relevant skills training or experience (non-admin/clerical);
- typically has a minimum of 12 months' experience in the applicable position.
- In the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative positions at this level include but are not necessarily limited to:

Support Services	Care Services
Grade 1 <ul style="list-style-type: none"> • General clerk (min 2 years' experience) • Receptionist • Pay clerk • Food Services Officer Grade 2 <ul style="list-style-type: none"> • Driver (less than 3 ton) who is required to hold a St John Ambulance First Aid Certificate • Gardener/Maintenance Officer • Assistant Cook 	<ul style="list-style-type: none"> • Personal Care Worker • Lifestyle Worker • Therapist Assistant

Care and Support Employee Level 4

An employee appointed by the employer as such who:

- 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; and/or
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.
- In the case of a Personal Care Worker who has completed medication training and is required by the employer to administer medication, they will be paid under the Care Services stream at Grade 2.

Indicative positions at this level include but are not necessarily limited to:

Support Services	Care Services
<u>Grade 1</u> <ul style="list-style-type: none"> • Senior Clerk • Senior Receptionist 	<u>Grade 1</u> <ul style="list-style-type: none"> • Personal Care Worker (relevant Cert III) • Lifestyle Worker (relevant Cert III) • Therapist Assistant (relevant Cert III)
<u>Grade 2</u> <ul style="list-style-type: none"> • Maintenance/Gardener (qualified) • Driver (3 ton and over) • Cook (trade) • Food Services Supervisor • Workplace Trainer (unqualified) 	<u>Grade 2</u> <ul style="list-style-type: none"> • Personal Care Worker (relevant Cert III and medication administration) • Lifestyle Worker (relevant Cert IV) • Therapist Assistant (relevant Cert IV) • Lifestyle Coordinator (unqualified)

Care and Support Employee Level 5

An employee appointed by the employer as such who:

- 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;
- requires a comprehensive knowledge of industry terminology (admin/clerical);
- 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 IV level and/or relevant skills training or experience.

Indicative positions at this level include but are not necessarily limited to:

Support Services	Care Services
<ul style="list-style-type: none"> • Clerk Supervisor • Chef • Production/Chiller Supervisor • Maintenance/Gardener Supervisor • Workplace Trainer (qualified) • Laundry Services Supervisor 	<u>Grade 1</u> <ul style="list-style-type: none"> • Lifestyle Coordinator (qualified) <u>Grade 2</u> <ul style="list-style-type: none"> • Care Supervisor (qualified)

Care and Support Employee Level 6

An employee appointed by the employer as such who:

- 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.

Indicative positions at this level include but are not necessarily limited to:

Support Services
<ul style="list-style-type: none"> • Senior Chef

Care and Support Employee Level 7

An employee who:

- 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 positions at this level include but are not necessarily limited to:

Support Services
<ul style="list-style-type: none">• Chef Supervisor• Food Service/Laundry Operations Manager• Assistant Building Manager

D. HOME & COMMUNITY CARE CLASSIFICATIONS

Home Care Employee Level 1 (HCE1)

An employee appointed to this position by the employer who has less than 12 months' experience in the industry and no relevant Certificate III qualification. An employee in this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and support and is responsible for the quality of their work.

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

Home Care Employee Level 2 (HCE2)

An employee appointed to this position by the employer who has at least 12 months' experience in the industry and no relevant Certificate III qualification. 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 ensuring 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 but not exclusive tasks include: the provision of personal care, supervising daily hygiene, laying out clothes and assisting in dressing, make beds, tidy rooms, preparation and cooking of meals and assistance with meals, dry cleaning, perform gardening duties, undertake basic repairs, clean, fitting and removal of aids and appliances, monitoring medications, fitting and changing of catheters, assistance with communication, accompanying clients on outings, domestic assistance and organising appointments.

Home Care Employee Level 3 (HCE3)

An employee appointed to this position by the employer who in addition to the responsibilities and duties outlined in HCE2 has a relevant Certificate III qualification.

Community Care Employee Level 1 (CCE1)

An employee appointed to this position by the employer who 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.

To contribute to the operational objectives of the work area, a position at this level but not necessarily limited to the following:

- 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;
- provide routine information including general reception and telephonist duties;
- provide general stenographic duties;
- 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;
- 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.

Community Care Employee Level 2 (CCE2)

An employee appointed to this position by the employer who works under general guidance within clearly defined guidelines and undertakes a range of activities requiring the application of acquired skills and knowledge. Employees appointed at this Level have typically completed a relevant Certificate III qualification with relevant experience.

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. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

To contribute to the operational objectives of the work area, a position at this level but not necessarily limited to the following:

- 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 administrative 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 clients 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 client 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.

Community Care Employee Level 3 (CCE3)

An employee appointed to this position by the employer who works under general direction in the application of procedures, methods and guidelines which are well established. Employees appointed at this Level have typically completed a relevant Certificate IV qualification.

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 coordination 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.

To contribute to the operational objectives of the work area, a position at this level but not necessarily limited to the following:

- 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;
- coordinate 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 coordinate 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, coordinating and supervising other employees and scheduling work programmes; and assisting in liaison and coordination with other services and programmes.

Community Care Employee Level 4 (CCE4)

An employee appointed to this position by the employer who works under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established. Employees appointed at this Level have typically completed a relevant Diploma or higher qualification.

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.

To contribute to the operational objectives of the work area, a position at this level but not necessarily limited to the following:

- 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:
 - (i) liaise with other professionals at a technical/professional level;
 - (ii) discuss techniques, procedures and/or results with clients on straight forward matters;
 - (iii) lead a team within a specialised project;
 - (iv) provide a reference, research and/or technical information service;
 - (v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - (vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - (vii) assist senior employees with the planning and coordination of a community program of a complex nature.

Community Care Employee Level 5 (CCE5)

An employee appointed to this position by the employer who works 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.

To contribute to the operational objectives of the work area, a position at this level but not necessarily limited to the following:

- 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, coordination, 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 coordination 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, coordinate, 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, coordinate 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:
 - (i) under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - (ii) exercise professional judgment within prescribed areas;
 - (iii) carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
 - (iv) provide reports on progress of program activities including recommendations;
 - (v) exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - (vi) plan, develop and operate a community service organisation of a moderately complex nature.

E. HEALTH PROFESSIONAL CLASSIFICATIONS

HEALTH PROFESSIONALS

Common health professionals include but are not limited to physiotherapist, podiatrist, occupational therapist, speech pathologist, dietician, music therapist, art therapist.

Health Professional Level 1 (HP1)

Positions at level 1 are regarded as entry level health professionals and for initial years of experience.

An employee appointed as such by the employer who meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the employer. It is also the level for the early stages of the career of a health professional.

Health Professional Level 2 (HP2)

An employee appointed as such by the employer who works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level the health professional may be actively involved in quality improvement activities or research.

At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.

Health Professional Level 3 (HP3)

An employee appointed as such by the employer who is experienced and able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level health professionals will have additional responsibilities. An employee at this level:

- works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;
- is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
- may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;
- is performing across a number of recognised specialties within a discipline;
- may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;
- may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system; and
- is responsible for providing support for the efficient, cost effective and timely delivery of services.

Health Professional Level 4 (HP4)

An employee appointed as such by the employer who applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline.

An employee at this level:

- has a proven record of achievement at a senior level;
- has the capacity to allocate resources, set priorities and ensure budgets are met within a large and complex organisation;
- may be responsible to the executive for providing effective services and ensuring budget/strategic targets are met;
- supervises staff where required; and
- is expected to develop/implement and deliver strategic business plans which increase the level of care to customers within a budget framework.

F. RETAIL & FACTORY OPERATIONS CLASSIFICATIONS

RETAIL EMPLOYEES

An employee who is engaged in a retail outlet that sells recycled goods and clothing to the public. The types of duties required to be performed may include customer service, cleaning, stock display, stock pricing, cash handling and sales.

Retail Employee Level 1 (RE1)

An employee appointed as such by the employer with previous experience in the industry or who can demonstrate relevant prior experience acceptable to the employer which enables the employee to work effectively at this level. An employee at this level may also be known as a **Shop Assistant**. Typical duties of an Employee at this grade could include:

- Maintain the appearance of the store with garments displayed appropriately
- Maintain the cleanliness and presentation of the store
- Assist in the rotation of garments on a regular basis
- Assist with stock pricing
- Assist in the safe collection and security of donated goods and monies collected by the store
- Customer service
- Maintain store security
- Assist in the safekeeping and security of monies and building access keys
- Provide a safe workplace and store for customers, visitors, volunteers and staff
- Assist with opening and closing the store
- Support and supervision of staff and volunteers in the absence of a Retail Employee Level 2

Retail Employee Level 2 (RE2)

An employee appointed as such by the employer with relevant supervisory experience in the retail industry and demonstrated leadership skills. An employee at this level may also be known as a **Shop Manager**. In addition to the duties of a Retail Employee Level 1, typical duties of an employee at this level could include:

- Monitor store performance and ensure stock is priced and controlled to achieve budget targets
- Maintain accurate records of money received and banking receipts etc.
- Manage staff and volunteer rosters
- Ensure staff and volunteers are appropriately trained
- Provide ongoing support and management to volunteers and staff including conducting Performance Reviews
- Ensure store equipment and resources are effectively maintained
- Undertake promotional activities for the store within the local community
- Maintain strong networks with the local parishes
- Complete general administrative duties as required.

Retail Employee Level 3 (RE3)

An employee appointed as such by the employer with demonstrated leadership and management experience in the retail industry required to oversee the operations of a number of retail shops.

FACTORY OPERATIONS EMPLOYEES

Storeworker Level 1 (SW1)

An employee appointed as such by the employer who is responsible for the quality of their own work subject to detailed direction. Indicative of the tasks which an employee at this level may perform include storing and packing of goods and materials in accordance with appropriate procedures and/or regulations; allocating and retrieving goods from specific warehouse areas; basic operation of computer terminal or similar equipment; periodic stock-checks; use of non-licensed material handling equipment. An employee at this level may also be known as a **Sorter**.

Storeworker Level 2 (SW2)

An employee appointed as such by the employer who, in addition to the tasks of a SW1 has proven and demonstrated skills (including where relevant, appropriate certification) to the standard required of this level. Employees at this level are able to coordinate work in a team environment under limited supervision and possess sound interpersonal and communication skills. Indicative of the tasks which an employee at this level may perform are licensed operation of all appropriate materials handling equipment; use of tools and equipment within the warehouse (basic non-trades maintenance); and computer terminal operation at a level higher than that of an employee at SW1. An employee at this level may also be known as a **Storeworker**.

Storeworker Level 3 (SW3)

An employee appointed as such by the employer who, in addition to the tasks of a SW2, has proven and demonstrated skills (including where relevant, appropriate certification) to the standard required of this level. Employees at this level are responsible for quality control standards and possess a sound working knowledge of all warehousing/stores duties performed at levels below the SW3 classification and exercise discretion within the scope of this level under minimal supervision. Indicative of the tasks which an employee at this level may perform include operation of all materials handling equipment under licence; development and refinement of a store layout including proper location of goods and their receipt and dispatch; and responsibility for the supervision and conduct of work of up to 10 employees. An employee at this level may also be known as a **Storeworker Supervisor**.

Storeworker Level 4 (SW4)

An employee appointed as such by the employer who, in addition to the tasks of a SW3 implements quality control techniques and procedures, understands and is responsible for a warehouse or a large section of a warehouse. Indicative of the tasks which an employee at this level may perform include liaising with management, suppliers and customers with respect to stores operations; detailing and coordinating activities of other storeworkers and acting in a leading hand capacity for in excess of 10 storeworkers; and maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports or stock movement, dispatches, etc.

Transport Distribution Employee Level 1 (TDE1)

An employee appointed as such by the employer and who is required to drive a vehicle that requires a C Class Driver's Licence. An employee at this level is responsible for the quality of their own work subject to detailed direction and works under routine supervision. Indicative tasks include collecting goods and materials from collection bins; unloading vehicles in the factory and stacking goods and materials in nominated areas; collecting food donations from parishes and other donors; distributing goods and materials to retail outlets; ensure bin areas are clean and presentable at all times; ensure vehicles are clean and well maintained.

An employee at this level who is required by the employer to hold a forklift licence, will be classified at Grade 2.

Transport Distribution Employee Level (TDE2)

An employee appointed as such by the employer who is required to drive a vehicle that requires a MR Licence. An employee at this level is responsible for the quality of their own work subject to detailed direction and works under routine supervision. Indicative tasks include collecting goods and materials from collection bins; unloading vehicles in the factory and stacking goods and materials in nominated areas; collecting food donations from parishes and other donors; distributing goods and materials to retail outlets; ensuring bin areas are clean and presentable at all times; transporting unwanted goods and materials to waste depot; ensure vehicles are clean and well maintained.

An employee at this level who is required by the employer to hold a forklift licence, will be classified at Grade 2.

SCHEDULE B - PAY, OTHER RATES AND ALLOWANCES

Item 1 - Rates of Pay

Classification	From first pay period on or after July 17	From first pay period on or after July 18	From first pay period on or after July 19
Home & Community Care Classifications			
Home Care Employee			
Level 1	\$20.75	\$21.24	\$21.75
Level 2	\$22.57	\$23.11	\$23.67
Level 3 (relevant Cert III)	\$24.07	\$24.64	\$25.24
Community Care Employee Level 1	\$24.07	\$24.64	\$25.24
Community Care Employee Level 2			
Pay point 1	\$24.37	\$24.96	\$25.55
Pay point 2	\$25.13	\$25.73	\$26.35
Pay point 3	\$25.90	\$26.52	\$27.16
Pay point 4	\$26.59	\$27.23	\$27.88
Community Care Employee Level 3			
Pay point 1	\$28.46	\$29.15	\$29.85
Pay point 2	\$29.48	\$30.19	\$30.92
Pay point 3	\$30.51	\$31.24	\$31.99
Pay point 4	\$31.53	\$32.29	\$33.06
Community Care Employee Level 4	\$31.75	\$32.52	\$33.30
Community Care Employee Level 5	\$35.05	\$35.89	\$36.75
Care & Support Employee Classifications			
Care & Support Employee Level 1	\$20.20	\$20.68	\$21.18
Care & Support Employee Level 2			
<u>Support</u>			
Grade 1	\$20.58	\$21.07	\$21.58
Grade 2	\$22.01	\$22.54	\$23.08
<u>Care</u>	\$20.75	\$21.24	\$21.75
Care & Support Employee Level 3			
<u>Support</u>			
Grade 1	\$22.58	\$23.12	\$23.67
Grade 2	\$23.06	\$23.61	\$24.18
<u>Care</u>	\$22.58	\$23.12	\$23.67
Care & Support Employee Level 4			
<u>Support</u>			
Grade 1	\$24.19	\$24.77	\$25.37
Grade 2	\$25.32	\$25.92	\$26.55
<u>Care</u>			
Grade 1	\$23.54	\$24.10	\$24.68
Grade 2	\$24.07	\$24.64	\$25.24

Classification	From first pay period on or after July 17	From first pay period on or after July 18	From first pay period on or after July 19
Care & Support Employee Level 5			
<u>Support</u>	\$26.64	\$27.28	\$27.94
<u>Care</u>			
<i>Grade 1</i>	\$26.64	\$27.28	\$27.94
<i>Grade 2</i>	\$28.04	\$28.71	\$29.40
Care & Support Employee Level 6	\$28.71	\$29.40	\$30.10
Care & Support Employee Level 7	\$29.78	\$30.50	\$31.23
Nursing Classifications			
Nursing Assistant			
Year 1	\$21.13	\$21.64	\$22.16
Year 2	\$21.74	\$22.27	\$22.80
Year 3	\$22.36	\$22.89	\$23.44
Experienced (Cert III qual)	\$23.03	\$23.59	\$24.15
Enrolled Nurse			
Pay point 1	\$27.57	\$28.23	\$28.91
Pay point 2	\$28.06	\$28.74	\$29.43
Pay point 3	\$28.56	\$29.24	\$29.94
Pay point 4	\$29.06	\$29.76	\$30.47
Pay point 5	\$29.61	\$30.32	\$31.05
Registered Nurse - Level 1			
Pay point 1	\$33.00	\$33.79	\$34.60
Pay point 2	\$35.00	\$35.84	\$36.70
Pay point 3	\$37.00	\$37.89	\$38.80
Pay point 4	\$38.50	\$39.42	\$40.37
Pay point 5	\$40.50	\$41.47	\$42.47
Pay point 6	\$43.01	\$44.04	\$45.10
Registered Nurse - Level 2	\$43.80	\$44.85	\$45.92
Registered Nurse - Level 3	\$44.76	\$45.83	\$46.93
Registered Nurse - Level 4	\$46.57	\$47.69	\$48.84
Nurse Practitioner			
Pay point 1	\$52.22	\$53.47	\$54.75
Pay point 2	\$53.19	\$54.47	\$55.78
Health Professional Classifications			
Health Professional Employee - Level 1	\$35.35	\$36.20	\$37.07
Health Professional Employee - Level 2	\$43.51	\$44.55	\$45.62
Health Professional Employee - Level 3	\$47.23	\$48.36	\$49.52
Health Professional Employee - Level 4	\$52.00	\$53.25	\$54.53

Classification	From first pay period on or after July 17	From first pay period on or after July 18	From first pay period on or after July 19
Retail & Factory Operations Classifications			
Retail Employee - Level 1	\$21.00	\$21.50	\$22.02
Retail Employee - Level 2	\$23.30	\$23.86	\$24.43
Retail Employee - Level 3	\$25.80	\$26.42	\$27.05
Storeworker - Level 1			
<i>Grade 1 (< 6 months' experience)</i>	\$20.17	\$20.65	\$21.15
<i>Grade 2 (6 or more months' experience)</i>	\$20.68	\$21.18	\$21.68
Storeworker - Level 2	\$21.25	\$21.76	\$22.28
Storeworker - Level 3	\$21.50	\$22.02	\$22.54
Storeworker - Level 4	\$23.00	\$23.55	\$24.12
Transport Distribution Employee - Level 1			
<i>Grade 1</i>	\$22.15	\$22.68	\$23.23
<i>Grade 2 (forklift licence)</i>	\$22.30	\$22.84	\$23.38
Transport Distribution Employee - Level 2			
<i>Grade 1</i>	\$22.85	\$23.40	\$23.96
<i>Grade 2 (forklift licence)</i>	\$23.00	\$23.55	\$24.12

Item 2 – Allowances

Allowance	Clause No.	Per	From day Agreement commences	From first pay period on or after July 18	From first pay period on or after July 19
In-charge Allowance - less than 100 beds	18.1(a)	shift	\$22.58	\$23.12	\$23.67
In-charge Allowance - 100 or more beds	18.1(a)	shift	\$36.38	\$37.26	\$38.15
Vehicle Allowance	18.2(a)(i)	km	\$0.78	\$0.78	\$0.78
Uniform Allowance	18.3(c)	hour	\$0.19	\$0.19	\$0.20
Laundry Allowance	18.3(d)	hour	\$0.17	\$0.17	\$0.17
On call allowance	18.4(a)	24 hrs	\$22.57	\$23.11	\$23.66
On call during meal break	17.4(b)	shift	\$10.90	\$11.17	\$11.43
Specialised Allowance	18.5(a)	hour	\$1.57	\$1.61	\$1.65
Nauseous Linen Allowance	18.6	hour	\$0.26	\$0.26	\$0.27
Leading Hand Allowance	18.7	hour	\$1.57	\$1.61	\$1.65
Broken Shift Allowance	20.10(b)	shift	\$8.82	\$9.03	\$9.25
Sleepover Allowance	20.11(f)	shift	\$47.16	\$48.29	\$49.45
Overtime meal - lunch	21.1(f)	shift	\$16.99	\$17.39	\$17.81
Overtime meal - dinner	21.1(f)	shift	\$24.80	\$25.40	\$26.01

Item 3 - Supported Wage System

The Supported Wage System Schedule in the:

- (a) Aged Care Award 2010;
- (b) Nurses Award 2010;
- (c) Social, Community, Home Care and Disability Services Industry Award 2010;
- (d) General Retail Industry Award 2010;
- (e) Storage Services and Wholesale Award 2010; or
- (f) Road Transport and Distribution Award 2010,

applies to employees who, because of the effects of a disability, would be eligible for a supported wage under the terms of one of those Awards but for the operation of this Agreement,

Item 4 - Training Wage – Non-nursing employees

The National Training Wage Schedule in the Aged Care Award 2010 or the Social, Community, Home Care and Disability Services Industry Award 2010 applies to trainees who, but for the operation of this Agreement, would have been covered by one of those Awards.

TO: Fair Work Commission
11 Exhibition Street
Melbourne VIC 3000

UNDERTAKINGS

AG2017/5328 - *Anglican Community Services Enterprise Agreement 2017 (Agreement)*

I am authorised to make these undertakings on behalf of Anglican Community Services (the **Employer**).

The Employer makes the following undertakings under section 190 of the *Fair Work Act 2009 (Cth)* (Act) in connection with the approval of the Agreement:

1. The Employer undertakes and agrees to interpret and apply clause 12.3(c) of the Agreement such that the minimum engagement period for a casual Community Care Employee (as defined in Part D of Schedule A to this Agreement) to whom Schedule B of the *Social Community, Home Care and Disability Services Industry Award 2010* would apply had this Agreement not been in operation, will be 3 hours.
2. The Employer undertakes and agrees to interpret and apply clause 12.3(c) of the Agreement such that the minimum engagement period for a casual Health Professional Employee (as defined in Part E of Schedule A to this Agreement) to whom the *Health Professionals and Support Services Award 2010* would apply had this Agreement not been in operation, will be 3 hours.
3. The Employer undertakes and agrees to interpret and apply clause 12.3(c) of the Agreement such that the minimum engagement period for a casual Retail Employee (as defined in Part F of Schedule A to this Agreement) to whom the *General Retail Industry Award 2010* would apply had this Agreement not been in operation, will be 3 hours.
4. The Employer undertakes and agrees to interpret and apply clause 12.3(c) of the Agreement such that the minimum engagement period for a Transport Distribution Employee (as defined in Part F of Schedule A to this Agreement) to whom the *Road Transport and Distribution Award 2010* would apply had this Agreement not been in operation, will be 4 hours.
5. The Employer undertakes and agrees to interpret and apply clause 20.9(b) of the Agreement as if the words “*at the employee’s base rate of pay as follows*” were deleted and replaced with the words “*at the rate set out in clause 37 of this Agreement as follows*”.
6. For the purposes of clause 22.1 of the Agreement, the Employer undertakes and agrees that Factory Operations Employees (as defined in Part F of Schedule A to the Agreement) will not be rostered to work ordinary hours of work that would attract a night shift loading under the *Storage Services and Wholesale Award 2010* or the *Road Transport and Distribution Award 2010* (whichever is the relevant underlying modern award) had this Agreement not been in operation.
7. For the purposes of clause 22.3 of the Agreement, the Employer undertakes and agrees that employees in the Community Care Level 5 classification will not be required to work shift work (as defined in clause 22.1 of the Agreement) and will instead be rostered for ordinary hours of work within the span of hours in clause 20.2 of the Agreement.



8. The Employer undertakes and agrees to interpret and apply clause 24.1 of the Agreement such that, for employees in the classification of Storeworker (as defined in Part F of Schedule A to the Agreement), a minimum engagement period of 3 hours will apply to ordinary hours of work on a Saturday and a minimum engagement period of 4 hours will apply to ordinary hours of work on a Sunday.
9. For the purposes of clause 24.2 of the Agreement, the Employer undertakes and agrees that it will not, during the term of the Agreement, employ employees who would be considered a:
 - (a) Registered Nurse Level 4 under the *Nurses Award 2010*; and/or
 - (b) Health Professional Employee Level 4 under the *Health Professionals and Support Services Award 2010*,

had this Agreement not been in operation, on a casual basis.

10. The Employer undertakes and agrees to interpret and apply clause 25.1(a)(i) of the Agreement such that, in the event an employee in the following classifications is required to work overtime on a Saturday, they will be paid at the rate of double time for all overtime worked:
 - (a) Care and Support Employee Level 1;
 - (b) Care and Support Employee Level 2; and
 - (c) Care and Support Employee Level 3.
11. The Employer undertakes and agrees to interpret and apply clause 37 of the Agreement such that clause 37.3(e) is deleted and replaced with the following:

“(e) overtime will apply in accordance with clause 25.1 of the Agreement where attendance at such training is required outside the employee’s rostered hours of work, including where it interrupts the applicable eight or ten hour break between shifts, except that:

- *clause 20.3(c) of this Agreement shall apply to part time employees requested, but not required, to work additional hours for the purpose of attending training;*
- *employees will be permitted to complete online or electronic training during rostered hours of work. Where an employee instead elects to complete the training outside of rostered hours, the employee will not be entitled to receive overtime penalties and will instead be paid their base rate of pay in accordance with clause 20.9(b) of the Agreement; and*
- *for casual employees, the payment of overtime penalties will be in substitution for, and not cumulative upon, the casual loading prescribed in clause 12.3 of this Agreement”.*



The Employer understands these undertakings will be taken to be a term of the Agreement pursuant to section 191 of the Act.

Signed:

A handwritten signature in black ink, appearing to read 'Grant Millard', written in a cursive style.

Name: Grant Millard

Position: Chief Executive Officer

Date: 26 March 2018