

Your Calvary EA going to vote

Dear Member,

As you may be aware, HSU members have been in negotiation for a new enterprise agreement.

Following many strong responses from union members, we've been able to secure some important improvements to your agreement, without giving up any of your hard-won conditions.

Attached to this newsletter is a copy of the proposed agreement for everyone to review.

This is a democratic process and everyone will have a chance to have their say on any new agreement. This is your agreement setting out your conditions at work, so we encourage everyone to get involved and be active in the process.

The agreement will be put to staff for voting from 4 June 2019 at 9am and voting will close on 10 June 2019 at 4pm. Voting will be conducted electronically online.

If a majority of staff vote 'Yes' to accept the offer, the agreement will be sent to the Fair Work Commission for approval. If a majority vote 'No', then we will go back to the bargaining table and continue to represent HSU members.

If you have any questions about your EBA or about the voting process, please contact your HSU workplace delegate or the HSU office on 1300 478 679 for assistance.

We are strongest when we support each other. If your colleagues are not yet HSU members, please share this update with them and ask them to join the union. New members can join online now at www.hsu.asn.au/join or by calling 1300 478 679.

In unity,



Gerard Hayes
Secretary, HSU NSW/ACT/QLD

Final – without prejudice - 130519

CALVARY RETIREMENT COMMUNITIES LIMITED
(New South Wales)

and

THE HEALTH SERVICES UNION –

AGED CARE EMPLOYEES

ENTERPRISE AGREEMENT

2019

ENTERPRISE AGREEMENT

1. ARRANGEMENT

The Agreement is arranged as follows:

<u>Subject Matter</u>	<u>Page No.</u>
1. ARRANGEMENT	2
2. NAME OF THE AGREEMENT	3
3. DEFINITIONS	3
4. COVERAGE.....	4
5. SCOPE OF THE AGREEMENT	4
6. DATE AND PERIOD OF OPERATION.....	4
7. POSTING OF THE AGREEMENT.....	4
8. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS	4
9. CONSULTATION REGARDING CHANGE	5
10. DISPUTE RESOLUTION PROCEDURE	6
11. WAGES.....	7
12. SALARY SACRIFICE ARRANGEMENTS	8
13. SUPERANNUATION.....	9
14. HIGHER DUTIES	10
15. HOURS OF WORK – ORDINARY HOURS OF WORK.....	10
16. PART-TIME EMPLOYMENT.....	12
17. CASUAL EMPLOYMENT.....	13
18. TEMPORARY EMPLOYMENT	14
19. ROSTER OF HOURS	14
20. PENALTY RATES AND SHIFT ALLOWANCES.....	14
21. MEAL BREAKS	15
22. OVERTIME.....	15
23. PARENTAL LEAVE.....	17
24. ANNUAL LEAVE	20
25. PUBLIC HOLIDAYS	21
26. PERSONAL/CARERS LEAVE	22
27. COMPASSIONATE LEAVE	24
28. LONG SERVICE LEAVE.....	24
29. TERMINATION OF EMPLOYMENT	26
30. REDUNDANCY	27
31. ALLOWANCES	29
32. UNIFORMS AND PROTECTIVE CLOTHING.....	30
33. WORKPLACE HEALTH AND SAFETY	31
34. FLEXIBILITY ARRANGEMENT	31
35. WORKLOAD MANAGEMENT	32
36. REPRESENTATIVE LEAVE	33
37. PAID EMERGENCY SERVICES LEAVE.....	34
38. CRIMINAL CHECK.....	34
39. JURY SERVICE	34
40. DISCIPLINARY PROCEDURE	34
41. STUDY/ PROFESSIONAL DEVELOPMENT LEAVE	35
42. EDUCATION AND TRAINING	35
43. NATURAL DISASTER LEAVE	36
44. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE.....	36
45. FLEXIBLE WORKING ARRANGEMENTS	38
SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS	41
APPENDIX 1 WAGES AND ALLOWANCES SCHEDULE	50

2. NAME OF THE AGREEMENT

This Agreement will be known as the *Calvary Retirement Communities Limited (New South Wales) and the Health Services Union – Aged Care Employees Enterprise Agreement 2019*.

3. DEFINITIONS

Unless the context otherwise indicates or requires, the several expressions hereunder defined will have their respective meanings assigned to them:

- (a) **Agreement** means the Calvary Retirement Communities Limited (New South Wales) and the Health Services Union – Aged Care Employees Enterprise Agreement 2019.
- (b) **Employer** means Calvary Retirement Communities Limited (ABN: 34 102 625 212)
- (c) **Employee** means an Employee employed by the Employer and covered by the scope of this Agreement.
- (d) **Fair Work Act** means the Fair Work Act 2009 (Cth).
- (e) **NES** means the National Employment Standards
- (f) **Ordinary rate of pay** means the rate of pay set out in Appendix 1 as applicable to an Employee, as adjusted in accordance with clause 10 but does not include overtime, penalty rates, allowances, loadings, shift penalties, incentives, bonuses and other ancillary payments of a like nature.
- (g) **Superannuation Law** means any requirement under the Superannuation Industry (Supervision) Act 1993 (Cth), Superannuation Industry (Supervision) Regulations 1994 (Cth), Superannuation Guarantee (Administration) Act 1992 (Cth), Superannuation Guarantee (Administration) Regulations 1993 (Cth), Superannuation Guarantee Charge Act 1992 (Cth), and any other present or future legislation which the Employer must comply with to satisfy its superannuation obligations to the Employees.
- (h) **Aged Care Employee** is an Employee employed in a classification set out at Schedule 1 by the Employer in a facility listed at Appendix 2.
- (i) **HSU** - means the Health Services Union New South Wales (ABN 93 -728 -534 -595) .
- (j) **Day Worker** - means an Employee who works their ordinary hours between 6.00am and 6.00pm Monday to Friday, otherwise than as part of a shift system.
- (k) **Shift Worker** - means an Employee who is not a day worker as defined.
- (l) **Immediate family** of an Employee means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or

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- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
 - (iii) **spouse** includes a former spouse.
 - (iv) **de facto partner** of an Employee:
 - (1) 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
 - (2) includes a former de facto partner of the Employee.
 - (m) **Experience** and **Service** for the purposes of progression for all classifications for which there is more than one pay point/ year of service increment, will be on the basis of an annual movement to the next increment, or in the case of part-time and casual Employees on the acquisition of 1976 hours of experience.

4. COVERAGE

This Agreement will cover:

- (a) Calvary Retirement Communities Limited
- (b) Aged Care Employees employed by the Employer in the facilities listed in Appendix 2 as classified in Schedule 1 of this Agreement; and
- (c) subject to the requirements of the *Fair Work Act 2009*, the HSU.

5. SCOPE OF THE AGREEMENT

This Agreement contains all the terms and conditions of employment for Employees covered by the Agreement and will apply to Aged Care Employees employed by the Employer in the facilities listed in Appendix 2 as classified in Schedule 1 of this Agreement.

6. DATE AND PERIOD OF OPERATION

This Agreement will commence operation from the 7th day after the Agreement is approved by the Fair Work Commission (FWC) and will remain in force until 30 June 2022 and thereafter in accordance with the *Fair Work Act 2009*.

The parties agree that discussions will commence for a new Agreement no later than six months prior to the expiry date of the Agreement.

7. POSTING OF THE AGREEMENT

A copy of this Agreement will be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all Employees.

8. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the NES are provided for under the Fair Work Act. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Fair Work Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

9. CONSULTATION REGARDING CHANGE

- (a) This term applies if the Employer;
 - (i) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of the Employer; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- (b) The Employer must consult the Employees to whom the Agreement applies about:
 - (i) a major workplace change that is likely to have a significant effect on the Employee/s; or
 - (ii) a change to their regular roster or ordinary hours of work.
- (c) The relevant Employees may appoint a representative, which may be a representative from the HSU, for the purposes of the procedures in this term. If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- (d) As soon as practicable after making its decision, the Employer must
 - (i) discuss with the relevant Employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the Employees; and
 - (3) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (ii) for the purposes of the discussion — provide, in writing, to the relevant Employees and their appointed representative/s:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the Employees; and
 - (3) any other matters likely to affect the Employees.

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- (iii) Subject to (d)(i) and (ii), for a change to the Employees' regular roster or ordinary hours of work, the Employer is required to:
 - (1) to provide information to the Employee/s about the change; and
 - (2) to invite the Employee/s to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (3) to consider any views given by the Employee/s about the impact of the change.
 - (e) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
 - (f) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
 - (g) If a term in the enterprise 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 subclauses (b) and (d) are taken not to apply.
 - (h) In this term, a major change is **likely to have a significant effect on Employees** if it results in the termination of the employment of Employees; or major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain Employees; or the need to relocate Employees to another workplace; or the restructuring of jobs.
 - (i) In this term, **relevant Employees** means the Employees who may be affected by the major change.

10. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute in relation to a matter arising under this Agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- (b) A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- (c) If a dispute in relation to a matter arising under the Agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the FWC for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (d) It is a term of this Agreement that while the dispute resolution procedure is being conducted work will continue according to the custom and practice before the grievance arose unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.

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- (e) If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
 - (f) The above internal steps will take place within seven days (health and safety matters are exempt from this clause).
 - (g) For the avoidance of doubt, Employee grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

11. WAGES

- (a) Wages will be determined as follows:-

<i>Column 1</i> 2.5%	<i>Column 2</i> 2.5%	<i>Column 3</i> 2.5%
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- (b) The wage increases in subclause (a) hereof will be payable as follows:-
 - (i) The amount shown in Column 1 will be payable from the beginning of the first full pay period to commence on or after 1 July 2019.
 - (ii) The amount shown in Column 2 will be payable from the beginning of the first full pay period to commence on or after 1 July 2020.
 - (iii) The amount shown in Column 3 will be payable from the beginning of the first full pay period to commence on or after 1 July 2021.
- (c) The wage increases referred to in subclause (a) of this clause will be absorbed into any payment made to the Employee beyond the minimum rates contained within this Agreement.
- (d) Any further wage increase will be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate in such circumstances the rate of pay will default to the minimum rate prescribed in accordance with the relevant Modern Award rate.
- (e) Rates of pay as increased by this Agreement are set out in Appendix 1.
- (f) Payment of Wages will be by electronic transfer into the Employee's nominated financial institution account at the end of each fortnightly pay period, along with a pay advice. Wherever practicable such payment will be available for withdrawal by Employees on the designated pay day. Any other form of payment will be at the discretion of the Employer by agreement with the Employee.
- (g) Where the wages are not available to the Employee by such time due to circumstances beyond the Employer's control, the Employer will not be held accountable for such delay.
- (h) If a public holiday falls on a normal payroll processing day, payment may be delayed by one day.

12. SALARY SACRIFICE ARRANGEMENTS

- (a) Employees may be able to make voluntary pre-tax contributions or payments through a written salary sacrifice agreement between the Employer and the Employee. The Employer will pay the salary sacrifice amount in accordance with the salary sacrifice agreement.
- (b) An Employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrifice contribution for their benefit.
- (c) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice arrangement was not in place. The Employees will be offered the opportunity to choose from the list of benefits, which will be paid by the Employer, through the provider of the service, instead of receiving gross salary. Gross salary is reduced by the amount of the benefits paid by the Employer. The new gross salary is then subject to PAYG tax.
- (d) The Employer will nominate a provider of salary sacrificing services to manage these arrangements. The cost of the administration of the salary packaging arrangement is to be borne by the Employee and deducted from the Employee's account each fortnight.
- (e) The Employer will meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the Employees under this Agreement.
- (f) All existing entitlements such as superannuation, leave loading, penalties and overtime etc., will be based on the pre-packaged salary.
- (g) The parties recognise the need for Employees to consider independent financial and taxation advice and recommend that Employees consider such advice prior to entering into salary sacrifice arrangements.
- (h) The Employees covered under this Agreement will have access to salary sacrifice arrangements subject to the following provisions:
 - (i) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual Employee.
 - (ii) The Employee wishing to enter into a salary sacrifice arrangement will be required to sign a document which indicates that:
 - (1) The Employee has sought expert advice in relation to entering into such an arrangement and;
 - (2) The Employee understands that in the event that Fringe Benefits Tax (FBT) becomes payable on the benefit items which are selected, the salary sacrifice arrangement will lapse and a new arrangement be put in place whereby the total cost of salary sacrificing to the Employer does not increase.
 - (3) If the Employee elects to continue with sacrificing, the cost of the payment of the FBT will be passed back to the Employee, or

benefit items can be converted back to the agreed salary as per this Agreement.

(4) that upon resignation or termination of employment the Employer will be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.

- (i) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the Employer will advise the Employee concerned. The salary sacrifice contribution arrangement will be terminated or amended to comply with such laws.
- (j) Unless otherwise agreed by the Employer, an Employee may terminate their salary sacrifice contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.

13. SUPERANNUATION

(a) Employer contributions

The Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under Superannuation Law with respect to that Employee.

(b) Superannuation Fund

"The Fund" for the purpose of this Agreement will mean:

- (i) HESTA established and governed by a trust deed as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
 - (ii) An Employee may nominate an alternate complying fund to that provided at subclause (b)(i) above.
- (c) In addition to the Employer's statutory contributions to the Fund an Employee may make additional contribution from their salary, and on receiving written authorisation from the Employee the Employer must commence making contributions to the Fund in accordance with Superannuation Law.
 - (d) Superannuation fund payments will be made in accordance with trust fund deeds.
 - (e) Where an Employee salary packages their wages in accordance with this Agreement, superannuation will be paid on the pre-packaged wages.
 - (f) Upon commencement of employment, the Employer will provide each Employee with membership form for their preferred fund and will forward the completed membership forms for the Employee's choice of fund within 28 days. In the event that the Employee has not completed an application form within 28 days, the Employer will forward contributions and Employee details to HESTA (**Default Fund**). The Default fund offers a MySuper product.

14. HIGHER DUTIES

- (a) An Employee when called upon by the Employer to undertake duties carrying a higher rate of pay than their ordinary classification will be paid the higher rate for the time so spent performing the higher duties.
- (b) This clause will not apply when an Employee in a higher grade is absent from duty by reason of their allocated day off duty.

15. HOURS OF WORK – ORDINARY HOURS OF WORK

- (a) The ordinary hours of work for Day Workers, exclusive of meal times, will not exceed 152 hours per 28 calendar days or 76 hours per fortnight to be worked between 6.00am and 6.00pm Monday to Friday.
- (b) The ordinary hours of work for Shift Workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or 76 hours per fortnight or an average of 38 hours per week in each roster cycle.
- (c) The ordinary hours of work may be arranged as follows:
 - (i) 76 hours per fortnight to be arranged so that each Employee shall not work their ordinary hours on more than ten days in the fortnight; or
 - (ii) 38 hours per week to be arranged so that each Employee shall not work their ordinary hours on more than five days in the week.
- (d) Each Employee shall be entitled to not less than four full days in each fortnight free from duty or two full days in each week free from duty (rostered days off). Such days off shall, where practicable, be rostered to allow for two consecutive days off in a week
- (e) Each shift shall consist of no more than ten hours on a day shift or a night shift with not less than eight hours break between each shift; provided that an Employee shall not work more than seven consecutive shifts unless the Employee so requests and the Employer agrees.
- (f) Full-time Employees shall receive a minimum payment of four hours for each start in respect of ordinary hours of work. Part-time and casual Employees shall receive a minimum payment of three hours for each start.
- (g) Two separate ten-minute tea breaks (in addition to meal breaks) shall be allowed each Employee on duty during each ordinary shift of 7.6 hours or more; where less than 7.6 ordinary hours are worked, Employees shall be allowed one ten-minute tea break in each four-hour period. Subject to agreement between the Employer and the Employee, the two ten-minute tea breaks may alternatively be taken as one 20-minute tea break. Such tea break(s) shall count as working time.
- (h) Employees must receive a minimum break of eight hours between ordinary rostered shifts, which are not broken shifts.
- (i) Except for meal breaks, all time from the commencement to the cessation of duty each shift shall count as working time, except for shifts being worked as broken shifts.

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- (j) With respect to broken shifts:
- (i) A “broken shift” for the purposes of this subclause means a single shift worked by an Employee that includes one or more breaks in excess of that provided for meal breaks, where the time between the commencement and termination of the broken shift shall not exceed 12 hours.
 - (ii) An Employee must receive a minimum break of ten hours between broken shifts rostered on successive days.
 - (iii) Where broken shifts are worked, Employees shall receive an allowance of the amount set out in Appendix 1 per shift.
 - (iv) Payment for a broken shift shall be at ordinary pay with penalty rates and shift allowances in accordance with this Agreement, with shift allowances being determined by the commencing time of the broken shift.
 - (v) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double ordinary pay.
 - (vi) The Employer and Employee may agree to work broken shifts in accordance with the above provision.
- (k) Allocated Days Off:
- (i) An Employee whose ordinary hours of work are arranged in accordance with subclause (a) or (b) of this clause may be entitled to an allocated day off (ADO) in each cycle of 28 days or 35 days as the case may be. Where an ADO is accrued, the ordinary hours worked on each of those days shall be arranged to include a proportion of one hour on the basis of 0.4 of one hour for each eight-hour shift worked and 0.5 of one hour for each ten-hour shift worked which shall accumulate towards the Employee’s allocated day off duty on pay.
 - (ii) A full-time Employee’s allocated day off duty (ADO) shall be determined by mutual agreement between the Employee and the Employer having regard to the needs of the place of employment or sections thereof. Such allocated day off duty shall, where practicable, be consecutive with the rostered days off. Provided that allocated days off shall not be rostered on public holidays.
 - (iii) Where the Employer and the Employee agree, up to three allocated days off may be accumulated and taken in conjunction with the Employee’s annual leave or at another agreed time.
 - (iv) No time towards an allocated day off shall accumulate during periods of workers’ compensation, unpaid parental leave, long service leave, any period of unpaid leave or the four weeks’ annual leave.
 - (v) Credit towards an allocated day off shall continue to accumulate whilst an Employee is on paid sick leave. Where an allocated day off duty falls during a period of sick leave, the Employee’s available sick leave shall not be debited for that day.

16. PART-TIME EMPLOYMENT

- (a) A part-time Employee is one who is permanently appointed by a facility to work for a specified number of hours, which are less than those prescribed for a full-time Employee.
- (b) At the request of an Employee, the hours worked by the Employee will be reviewed annually. Where the Employee is regularly working more than their specified contract hours then such contract hours will be adjusted by the Employer, to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment.
 - (i) if the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident.
- (c) Any adjusted contracted hours resulting from a review identified in subclause (b) of this clause should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.
- (d) Part-time Employees will be paid an hourly rate calculated on the basis of 1/38th of the appropriate rate prescribed by Appendix 1 of this Agreement, with a minimum payment of three hours for each engagement.
- (e) Part-time Employees will be entitled to all other benefits of this Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (f) Before commencing employment, the Employer and Employee will agree in writing on:
 - (i) the span of hours that the Employee may be rostered within a fortnight. This span of hours will include which shifts the Employee may be rostered to work; and
 - (ii) the days of the week the Employee may be rostered to work within a fortnight; and
 - (iii) the agreed minimum number of contracted hours to be worked per fortnight.
- (g) Notwithstanding the overtime provisions prescribed at clause 22 of the Agreement, a part time Employee may agree to work in excess of their rostered ordinary hours at the ordinary rate of pay, provided that all time worked by a part-time Employee which exceeds 8 hours, or up to 10 hours if agreed, per day, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Saturdays and Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
- (h) No part-time Employee will be directed to work in excess of their rostered ordinary hours at the ordinary rate of pay.

17. CASUAL EMPLOYMENT

- (a) A casual Employee is one engaged on an hourly basis otherwise than as a full-time Employee or part-time Employee.
- (b) A casual Employee will be paid an hourly rate calculated on the basis of one thirty-eighth (1/38th) of the appropriate rate prescribed by Appendix 1 of this Agreement, plus twenty five (25) per centum thereof, with a minimum payment of three hours for each start, and one thirty-eighth of the uniform and laundry allowances where a uniform is not supplied in accordance with this Agreement.
- (c) For weekend and public holiday work, casual Employees will, in lieu of all other penalty rates and the 25% casual loading, receive the rates prescribed in the Penalty Rates and Shift Allowances and Public Holidays clauses of this Agreement.
- (d) **Shift Penalties and Overtime**
A casual Employee will be paid shift penalties and overtime calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay. Overtime rates shall only be payable to a casual Employee when he/she works in excess of 10 hours in a day, or 76 hours per fortnight.
- (e) In accordance with the Fair Work Act, casual Employees have no entitlement to paid annual leave.
- (f) For the entitlement to long service leave, see *Long Service Leave Act, 1955*, as amended from time to time.
- (g) With respect to a casual Employee, the provisions of the following clauses will not apply:

Roster of Hours; Annual Leave; Long Service Leave; Personal Leave (excluding unpaid carers leave); and Higher Duties.
- (h) **Casual Conversion**
A casual Employee who has been rostered on a regular and systematic basis over 26 weeks, (provided that the rostering pattern has not resulted from coverage for extended absences such as maternity leave, long service leave, workers compensation leave and extended personal leave), has the right to request conversion to permanent employment and that request will not be unreasonably refused by the Employer.
 - (i) A casual Employee who has been rostered on a regular and systematic basis over a period of 6 months has the right to request conversion to permanent employment.
 - (ii) The Manager may consent to or refuse the request. The request will be refused where the hours worked are as a result of a casual Employee covering absences of permanent staff that are expected to return to work or fluctuations in occupancy/ resident care requirements.

18. TEMPORARY EMPLOYMENT

- (a) Maximum term or task contracts of employment may be offered and such temporary Employees engaged where necessary to meet the genuine occupational requirements of the Employer, which may include but not be limited to parental leave, limited term funding arrangements, long term relief, or forthcoming service reductions.
- (b) Redundancy provisions will not apply to such Employees.

19. ROSTER OF HOURS

- (a) The ordinary hours of work for each Employee will be displayed on a roster in a place conveniently accessible to Employees. Such roster must be displayed two weeks prior to the commencing date of the first working period in any roster.
- (b) Subclause (a) of this clause will not make it obligatory for the Employer to display any roster of ordinary hours of work of casual or relieving Employees.
- (c) Provided that a roster may be altered at any time to enable the service of the organisation to be carried on where another Employee is absent from duty on account of illness or in an emergency.
- (d) Where such alteration involves a full-time Employee working in excess of their full-time hours, such Employee will be paid overtime for such time worked.
- (e) Where a part-time Employee agrees to work an additional shift(s), such hours will be paid at the ordinary hourly rate of pay unless such additional hours exceed subclause 15(e) of this Agreement. Where the hours exceed 15(e) of this Agreement such hours will be paid for at overtime rates.

20. PENALTY RATES AND SHIFT ALLOWANCES

- (a) Employees will be paid the following percentages in addition to their ordinary rate of pay, and where applicable, the 25% casual loading, for shifts rostered as follows:
 - (i) 10% for afternoon shift commencing after 10.30am and before 1:00 p.m.
 - (ii) 12.5% for afternoon shift commencing at or after 1:00 p.m. and before 4:00 p.m.
 - (iii) 15% for night shift commencing at or after 4:00 p.m. and before 4:00 a.m.
 - (iv) 10% for night shift commencing at or after 4:00 a.m. and before 6:00 a.m.
- (b) Notwithstanding subclause (a) of this clause, Employees working less than the hours prescribed for a full-time Employee within the Hours of Work clause prescribed in this Agreement will only be entitled to the additional rates where their shifts commence prior to 6:00a.m or finish subsequent to 6:00 p.m.
- (c) Employees will be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:

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- (i) for work between midnight on Friday and midnight on Saturday - time and one half. (150%)
 - (ii) for work between midnight on Saturday and midnight on Sunday - time and three-quarters. (175%)
 - (d) These extra rates will be in substitution for and not cumulative upon
 - (i) the shift penalties prescribed in subclauses (a) and (c) of this clause; and
 - (ii) the casual loading prescribed for casual Employees.

21. MEAL BREAKS

- (a) Where practicable, Employees will not be required to work more than 5 hours without a meal break. Such meal break will be of between 30 and 60 minutes duration and will not count as time worked.
- (b) Notwithstanding the provisions of subclause (a) of this clause, an Employee required to work shifts in excess of ten hours will be entitled to a 60-minute meal break. Such time will be taken as either two thirty-minute meal breaks or one 60-minute meal break, subject to agreement between Employer and Employee.
- (c) Where an Employee is required by the Employer to be on duty during a meal break, the Employee will be paid overtime for all time worked until the meal break is taken. Provided that, where an Employee is required by the Employer to remain available during a meal break, but is free from duty, the Employee will be paid at ordinary rates for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. If the Employee is recalled to perform duty during this period the Employee will be paid overtime for all time worked until the balance of the meal break is taken.
- (d) Overtime Meal
 - (i) An Employee will be supplied with an adequate meal by the Employer or will be paid a meal allowance of \$12.88 (Meal Allowance A) in addition to any overtime payment as follows:
 - (1) when overtime work exceeds one hour;
 - (2) Provided that where such overtime work exceeds four hours a further meal allowance of \$11.61 (Meal Allowance B) will be paid.
 - (ii) The allowances set out at (i) above will not apply when an Employee who could reasonably return home for a meal within the meal break.

22. OVERTIME

- (a) Hours worked in excess of the ordinary hours on any day prescribed in clause 15 – Hours of Work, specifically:
 - (i) 7.6 hours in a day, where rostered for a shift of up to 7.6 hours;

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- (ii) the employee's rostered shift, provided that such shift is in excess of 7.6 hours and up to 10 hours in duration; or
 - (iii) 10 hours in a day;
 - (iv) 76 hours per fortnight, or an average of 76 hours per fortnight over a 4 week period;

are to be paid as follows:

- (v) Monday to Friday (inclusive) – time and a half the ordinary rate of pay for the first two hours and double time thereafter;
- (vi) Saturday and Sunday – double time the ordinary rate of pay;
- (vii) Public Holidays – double time and a half the ordinary rate of pay.

(b) Part-time Employees

In accordance with subclause 16(g) of this Agreement, all time worked by part-time Employees in excess of:

- (i) their rostered ordinary hours on any day or the agreed ordinary hours on a day as varied in accordance with clause 16(g); or
- (ii) 10 hours on any day;;
- (iii) 76 hours per fortnight, or an average of 76 hours per fortnight over a 4 week period;

as applicable, will be paid for at overtime rates set out (a)(v) to (vii) above..

This subclause is subject to subclause (e) below

(c) An Employee must receive an eight or ten hour break between rostered shifts, in accordance with clause 15, Hours of Work. Where the next shift is due to commence before the Employee has had their appropriate eight or ten hours break, one of the following will apply:

- (i) The Employee will be released prior to, or after the completion of their shift to permit them to have their appropriate break under clause 15, Hours of Work, without loss of pay for the working time occurring during such absence.
- (ii) If at the request of the Employer an Employee works without their appropriate break, they will be paid until they are released from duty at the rate of double time the ordinary rate of pay. Once released from duty, such Employees will be entitled to be absent from work until they have had their appropriate break in accordance with clause 15, Hours of Work, without loss of pay for working time occurring during such an absence.

(d) Employees who are recalled to work overtime after leaving the Employer's place of work will be paid a minimum of four hours at the applicable overtime rate for each time so recalled. Provided that, except in unforeseen circumstances, an Employee will not be required to work the full four hours if the tasks they were recalled to perform are completed within a shorter period.

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- (i) An Employee recalled to work overtime pursuant to subclause (c) of this clause will be reimbursed reasonable travel expenses incurred in respect of the recall to work.
 - (e) For the purposes of assessing overtime, each day will stand alone, provided that, where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period will be regarded as if they had occurred within the one day.
 - (f) By agreement between the Employee and the Employer, in lieu of receiving payment for overtime in accordance with this clause, Employees may be compensated by way of time off in lieu of overtime on the following basis:
 - (i) Time off in lieu of overtime is taken on the basis of hour for hour at ordinary pay, that is, for example, one hour off for each hour of overtime worked. However, any applicable shift and weekend penalties will still be paid as if the time was worked when taking such time in lieu. It must be taken within four months of it being accrued at a mutually agreed time.
 - (ii) Where it is not possible for an Employee to take the time off in lieu of overtime within the four-month period or on the termination of the Employee's employment, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (iii) Employees cannot be compelled to take time off in lieu of overtime.
 - (iv) The Employer must maintain records of all time in lieu of overtime owing and taken by Employees.
 - (v) Where no election is made, the Employee will be paid overtime rates in accordance with the Agreement.

23. PARENTAL LEAVE

- (a) Employees are entitled to parental leave in accordance with the provisions of the Fair Work Act.
 - (i) Full-time Employees and part-time Employees are eligible for paid parental leave in accordance with the following provisions:
 - (1) Permanent Employees are eligible for paid parental leave when they have completed at least 40 weeks' of continuous service with the Employer prior to the expected date of birth or prior to the date of taking custody of the child.
 - (ii) Employees who are eligible for paid parental leave are entitled to such leave as follows:
 - (1) Paid Leave
 - (A) Paid Maternity Leave - an eligible Employee is entitled to nine weeks paid maternity leave at the ordinary rate of pay from the date the maternity leave commences.

In accordance with the provisions of s.73 of the *Fair Work Act 2009*, a female Employee will be entitled to work during the 6 week period before the estimated date of birth of the child, provided that if requested by the Director of Care or nominee, the Employee will provide a statement from her medical practitioner or midwife to the effect that continuing employment until the date of birth is not a risk to the Employee or the unborn child.

- (B) Paid Partner Leave - an eligible Employee is entitled to one week paid partner leave in any one year at the ordinary rate of pay which must commence within four weeks of the birth of the child. (Eligible Employees will be as defined in the *Fair Work Act*.)
- (C) Paid Adoption Leave - an eligible Employee is entitled to paid adoption leave of nine weeks from and including the date of taking custody of the child.
- (D) An Employee may only access one of the paid leave types set out above for any single birth or adoption giving rise to a period of parental leave.
- (E) Such leave may be paid:
 - (i) on a normal fortnightly basis;
 - (ii) in advance in a lump sum;
 - (iii) at the rate of half pay over a period of 18 weeks on a regular fortnightly basis for maternity leave and at the rate of half pay over a period of six weeks on a regular fortnightly basis for adoption leave.Annual and/or long service leave credits can be combined with periods of maternity leave or adoption leave on half pay to enable an Employee to remain on full pay for that period.

- (F) Commonwealth Government scheme;

The amount of paid leave provided in this Agreement will not be reduced in terms of its monetary value by the paid parental leave provided for under the *Paid Parental Leave Act 2010*. For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the leave provided by the Commonwealth scheme.

(2) Unpaid Leave

- (A) Unpaid Maternity Leave - An Employee is entitled to a further period of unpaid maternity leave of not more than twelve months after the actual date of birth of the child or

such further unpaid period in accordance with the Fair Work Act.

(B) Unpaid Partner Leave - An Employee is entitled to a further period of unpaid partner leave of not more than eight weeks, to be taken in conjunction with a period of paid partner leave, unless otherwise agreed by the Employer and Employee.

(C) Unpaid Adoption Leave - An Employee is entitled to unpaid adoption leave as follows:

12 months of unpaid leave if the leave is associated with the placement of a child with the Employee for adoption; and the Employee has or will have responsibility for the care of the child. For the purposes of the age of the child section 68 of the Fair Work Act will apply.

(iii) An Employee who has once met the conditions for paid maternity leave and paid adoption leave will not be required to again work the 40 weeks' continuous service in order to qualify for a further period of paid maternity leave or adoption leave, unless:

(1) there has been a break in service where the Employee has been re-employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with; or

(2) the Employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act*.

(iv) An Employee who intends to proceed on maternity or partner leave should formally notify the Employer of such intention as early as possible, so that arrangements associated with the absence can be made. Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(v) In the case of notification of intention to take adoption leave, due to the fact that an Employee may be given little notice of the date of taking custody of a child, Employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify their Employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(vi) After commencing maternity leave or adoption leave, an Employee may vary the period of their maternity leave or adoption leave, once, without the consent of the Employer and otherwise, with the consent of the Employer. A minimum of four weeks' notice must be given, although an Employer may accept less notice if convenient.

- (vii) Except in the case of Employees who have completed ten years service the period of parental leave without pay does not count as service for long service leave purposes. Where the Employee has completed ten years service the period of parental leave without pay shall count as service for long service leave purposes provided such leave does not exceed six months.
- (viii) Parental leave without pay does not count as service for incremental purposes. Periods of parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

24. ANNUAL LEAVE

- (a) All Employees, excluding casual Employees, will be entitled to four weeks' annual leave in accordance with the Fair Work Act.

- (b) Additional Annual Leave for shift workers

In addition to the annual leave set out at clause 24(a), a full or part-time shift worker (as defined herein) is entitled to an additional week of annual leave. A shift worker, for the purposes of the NES and this clause, is an Employee who;

- (i) is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in clause 3; and/ or an Employee who works for more than four ordinary hours on 10 or more weekends. Weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week; or
- (ii) who is rostered to work their ordinary hours on Sundays and/or public holidays in accordance with the below table if, during a qualifying period of employment (annual period based on the anniversary date) they have worked:

	Full-time Employees	Part-time Employees
3 shifts or less	Nil	Nil
4-10 shifts	One day	0.2 weeks
11-17 shifts	Two days	0.4 weeks
18-24 shifts	Three days	0.6 weeks
25-31 shifts	Four days	0.8 weeks
32 or more	Five days	1 week.

- (c) Annual Leave, wherever possible and depending on operational requirements, will be taken at time that is mutually convenient to the Employee and Employer.
- (d) Employees will be entitled to annual leave loading of:
 - (i) 17.5% of the appropriate weekly ordinary rate of pay; or
 - (ii) shift and weekend penalties as set out in subclause (e) of this clause, whichever is the greater.

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- (e) A Shift Worker, as defined in this Agreement, will be paid whilst on annual leave his/her ordinary rate of pay plus shift and weekend penalties relating to ordinary time the shift worker would have worked if he/she had not been on annual leave. Provided that shift and weekend penalties will not be payable for public holidays which occur during a period of annual leave, for days which have been added to annual leave in accordance with the provisions of clause 25, Public Holidays or subclause (b) of clause 24, Annual Leave.
 - (f) 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 (including any applicable annual leave loading).
 - (g) Notwithstanding the provisions of subclause (c), the Employer may direct an Employee to take a period of annual leave in accordance with this subclause. Where an Employee has accrued more than 8 weeks paid annual leave, (10 weeks in the case of shift workers as defined in this clause), such Employee has accrued excess annual leave (**Excess Leave**). In the circumstances of Excess Leave, annual leave shall be given at a time fixed by the Employer after not less than eight weeks' and not more than 12 months' notice to the Employee, provided:
 - (i) the Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than 6 weeks within a period of six months (**leave reduction plan**);
 - (ii) the Employer will not unreasonably refuse to agree to an Employee's annual leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee.
 - (iii) the Employee cannot be directed to take annual leave where such direction would result in the Employee being directed to reduce the accrued leave to less than 6 weeks.
 - (h) Pay in lieu of an amount of annual leave
 - (i) Upon receipt of a written request by an Employee, the Employer may authorise the Employee in a separate written agreement to receive pay in lieu of an amount of annual leave.
 - (1) 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
 - (2) Where an Employee forgoes an entitlement to take an amount of annual leave, 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.

25. PUBLIC HOLIDAYS

- (a) Public holidays will be allowed to Employees without loss of ordinary pay.

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- (b) For the purposes of this Agreement, the following will be deemed to be public holidays: 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.
 - (c) In addition to those public holidays prescribed in subclause (b) of this clause, Employees are entitled to an extra public holiday each year. Such public holiday will occur on a day between Christmas Day and New Year's Day as determined by the Employer. This subclause will apply in substitution for any local public holiday or half public holiday proclaimed in local government area.
 - (d) Employees will also be entitled to any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated, beyond those days already observed in accordance with subclauses (b) and (c) above.
 - (e) An Employee who is required to and does work on any public holiday prescribed in this clause will be paid in lieu of all other shift penalties (except broken shift allowances), weekend penalties and casual loading, as follows:
 - (i) Double and a half the ordinary rate of pay for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at the ordinary rate of pay.
 - (ii) Casual Employees:
Double time and one-half the ordinary rate of pay for all time worked.
 - (iii) Where requested by a permanent Employee and on the approval of the Employer, in lieu of the payment set out at (e)(i), an Employee may be paid for all time worked on the public holiday at the rate of time and a half the ordinary rate of pay and accrue paid time off at the ordinary rate of pay for each hour worked.
 - (f) Full-time shift-workers rostered off duty on a public holiday will be paid one day's pay (at the ordinary rate of pay) for the public holiday not worked.

26. PERSONAL/CARERS LEAVE

- (a) A full-time Employee will be entitled to 10 days personal leave at the ordinary rate of pay for each year of continuous service. Such leave will be cumulative and accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- (b) Part-time Employees will receive pro-rata the full-time entitlement.
- (c)
 - (i) An Employee will notify his/her Employer of an absence from work due to illness or injury prior to the commencement of his/her rostered shift or as soon as practicable thereafter, and will inform the Employer of the expected duration of the absence.

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- (ii) An Employee who is working in two (2) different classifications will be paid the relevant ordinary rate of pay for the classification he/she would have been working on the day of their sick leave.
 - (d) Periods of personal illness/ injury will not be required to be certified to by a registered health practitioner, excepting where the absence exceeds two (2) consecutive days or where in the Employer's opinion the circumstances are such as to warrant such requirements.
 - (e) The Employer will not change the rostered hours of work of an Employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of personal leave merely by reason of the fact that the Employee is on personal leave.
 - (f) An Employee will not be entitled to personal leave at the ordinary rate of pay for any period in respect of which such Employee is entitled to workers' compensation payments at the ordinary rate of pay; provided however, that where an Employee is not in receipt of a lower ordinary compensation rate, an Employer may pay to an Employee who has personal leave entitlements under this clause, the difference between the amount received as workers' compensation and the ordinary rate of pay.

The Employee's personal leave entitlement under this clause will, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to the ordinary rate of pay. On the expiration of available personal leave, weekly compensation payments only will be payable.

Provided that this subclause will not apply where an Employee unreasonably refuses to undergo a rehabilitation program.

- (g) For the purposes of this clause, service will mean continuous service with the Employer.
- (h) Carers Leave
 - (i) An Employee, other than a casual Employee, with responsibilities in relation to a member of their immediate family or household, who requires the Employee's care or support, will be entitled to use, in accordance with this subclause, any current or accrued personal leave entitlement provided for in this clause, for absences to provide care or support for such persons when they are ill/ injured or in the case of an unexpected emergency. Such leave may be taken for part of a single day.
 - (ii) Evidence

The Employee will, if required, establish, either by production of a medical certificate or statutory declaration, the relationship to the Employee of the person requiring care or support (establishing that the person is a member of the Employee's immediate family or household member), the reasons for taking such leave and the estimated length of absence..
 - (iii) Notice

An Employee will, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, that person's relationship to the Employee, the reasons for taking such leave and the estimated length of

absence. If it is not practicable for the Employee to give prior notice of absence, the Employee will notify the Employer by telephone of such absence at the first opportunity on the day of absence.

(iv) Unpaid Carers Leave

An Employee (including a casual Employee) will be entitled to up to two days unpaid carers leave per occasion.

27. COMPASSIONATE LEAVE

- (a) An Employee is entitled to 2 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the Employee's immediate family, or a member of the Employee's household:
- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- (i) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (a); or
 - (ii) after the death of the member of the Employee's immediate family or household referred to in subclause (a).
- (c) An Employee may take compassionate leave for a particular permissible occasion as a single continuous 2 day period; or 2 separate periods of 1 day each; or any separate periods to which the Employee and the Employer agree.
- (d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (e) If, in accordance with this clause, an Employee, other than a casual Employee, takes a period of compassionate 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. For casual Employees, compassionate leave is unpaid leave.
- (f) The Employee, if required by the Employer, will supply relevant evidence of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate.

28. LONG SERVICE LEAVE

- (a) An Employee's entitlement to long service leave will be in accordance with the provisions of this Agreement and the Long Service Leave Act 1955 (NSW), as amended, provided that should there be any inconsistency between that

legislation and the provisions of this Agreement, the provisions of the Agreement will prevail.

- (i) Each Employee will be entitled to two months long service leave on ordinary pay after ten years' service; thereafter additional long service leave will accrue on the basis of five months long service leave for each ten years' service. This additional leave may be taken on a pro-rata basis each five years after completing the initial ten-year period of service.
 - (ii) Where the services of an Employee with at least five years' service are terminated by the Employer for any reason other than the Employee's serious and wilful misconduct, or by the Employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the Employee, he/she will be entitled to be paid a proportionate amount on the basis of two months for ten years service.
- (b) For the purpose of subclause (a) of this clause:
- (i) service will mean continuous service with any one Employer/organisation;
 - (ii) service will not include:
 - (1) any period of leave without pay except in the case of Employees who have completed at least ten years service (any period of absence without pay being excluded therefrom) in which case service will include any period without pay not exceeding six months;
- (c)
- (i) The Employer will give to each worker at least one month's notice of the date from which it is proposed that the worker's long service leave will be given and taken. Long service leave will be taken as soon as practicable having regard to the needs of the facility, or where the Employer and the Employee agree, such leave may be postponed to an agreed date.
 - (ii) Where the Employer and the Employee agree in writing that the taking of a period of leave be postponed at the request of an Employee to an agreed future date, the period of leave at the time of this agreement being made will, when taken, be paid at the rate applicable at the time of the agreement.
- (d)
- (i) On the termination of employment of an Employee, otherwise than by his/her death, an Employer will pay to the Employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value will be determined according to the salary payable to the Employee at the date of such termination.
 - (ii) Where an Employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service dies, the Employer will upon request by the worker's personal representative pay to the worker's personal representative the monetary value of the leave not taken or which would have accrued to such Employee had his/her services terminated as referred to in paragraph (ii) of subclause

(a) of this clause and such monetary value will be determined according to the salary payable to the Employee at the time of his/her death.

(iii) Where there is a guardian of any children entitled under this subclause the payment to which such children are entitled may be made to such guardian for their maintenance, education and advancement.

(iv) Where there is no person entitled under this subclause to receive the monetary value of leave payable under the foregoing provisions payment in respect thereof will be made to the legal personal representative of such Employee.

(e) Requests for alterations to payment and quantum of leave

(i) At the request in writing of the Employee, and then by agreement of the Employer, Long Service Leave entitlements may be taken as double the quantum of leave at half pay.

29. TERMINATION OF EMPLOYMENT

(a) Notice of termination by the Employer

(i) In order to terminate the employment of an Employee the Employer will give to the Employee the following notice:

Period of continuous service	Period of 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
5 years and over	4 weeks

(ii) In addition to the notice in (a)(i) hereof, Employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, will be entitled to an additional week's notice.

(iii) Payment in lieu of the notice prescribed in (a)(i) and/or (a)(ii) hereof will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(iv) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:

(1) the Employee's ordinary hours of work (even if not standard hours); and

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- (2) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (3) any other amounts payable under the Employee's contract of employment.
 - (v) The period of notice in this clause does not apply:
 - (1) in the case of dismissal for serious misconduct;
 - (2) to Employees engaged for a specific period of time or for a specific task or tasks;
 - (3) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the training agreement; or
 - (4) to casual Employees.
 - (vi) For the purposes of this clause, continuity of service will be calculated in the manner prescribed in the Long Service Leave clause of this Agreement.
- (b) Notice of termination by the Employee
- (i) The notice of termination required to be given by an Employee will be the same as that required of an Employer, save and except that there will be no additional notice based on the age of the Employee concerned.
 - (ii) Subject to financial obligations imposed on the Employer by an Act, if an Employee fails to give notice the Employer will have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary rate of pay for the period of notice in accordance with the requirements of s. 324(1)(b) of the *Fair Work Act*.
- (c) Time off work during notice period
- Where an Employer has given notice of termination to an Employee, an Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the Employee after consultation with the Employer.

30. REDUNDANCY

- (a) Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of the Employer, the Employer will consult with affected Employees in accordance with the consultation regarding change provision of this Agreement.
- (b) Transfer to lower paid duties
 - (i) Where an Employee is transferred to lower paid duties by reason of their position being made redundant, the Employee will be entitled to the same period of notice of transfer as she/he would be entitled to if her/his employment had been terminated, and the Employer may at the

Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new lower ordinary rate of pay for the number of weeks' notice still owing.

(c) Severance pay

(i) In addition to the period of notice prescribed for termination, an Employee whose employment is terminated by reason of redundancy will be paid the following amount of severance pay in respect of a period of continuous service.

(1) Where the Employee is under 45 years of age, the Employer will pay the Employee in accordance with the following scale:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay

(2) Where the Employee is 45 years of age or over, the Employer will pay the Employee in accordance with the following scale:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay*
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

*Weeks' pay is defined at subclause (d) below.

(d) Definitions

(i) "Week's pay" means the ordinary rate of pay for the Employee concerned at the date of termination and will include in addition to the ordinary pay any shift penalties and/ or weekend penalties.

(e) Employee Leaving During Notice Period

(i) An Employee whose employment is terminated for reasons set out in paragraph (a) may terminate her/his employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had she/he remained with the Employer until the expiry of such notice. Provided in such circumstances the Employee will not be entitled to payment in lieu of notice.

(f) Alternative Employment

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- (i) Where the Employer obtains acceptable alternative employment for the Employee, no severance payment is payable, subject to an order of the FWC in accordance with the provisions of the *Fair Work Act*
 - (g) Time off Period of Notice
 - (i) During the period of notice of termination given by the Employer an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
 - (ii) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee will, at the request of the Employer, produce proof of attendance at an interview or she/he will not receive payment for the time absent.
 - (iii) For this purpose a statutory declaration will be sufficient.
 - (h) Employees with Less Than One Year's Continuous Service
 - (i) This clause does not apply to Employees with less than one year's continuous service.
 - (i) Employees Exempted
 - (i) This clause will not apply where employment has been terminated because the conduct of an Employee justifies instant dismissal or in the case of casual Employees, or Employees engaged for a specific period of time or for a specified task or tasks in accordance with the Fair Work Regulations 2009.

31. ALLOWANCES

- (a) Allowances for special working conditions
 - (i) Employees engaged in work of a dirty or offensive nature and/or cleaning or scraping work in confined spaces (such as inside ventilator shafts, air conditioning ducts or the like) will, whilst so employed, be paid an allowance of the amount set out in Appendix 1 per hour extra.
 - (ii) Provided however that Employees engaged in cleaning or scraping work inside the gas or water space of any boiler, flue or economiser will, whilst so employed, be paid an allowance of the amount set out in Appendix 1 per hour extra.
- (b) Employees who are required to assist tradespersons on work of a dirty or offensive nature will be paid disability allowances under the same terms and conditions as the disability allowances that may be payable to the tradespersons they are assisting.
- (c) Employees will be paid an allowance of the amount set out in Appendix 1 per hour or part thereof for all time during which they are engaged in handling linen of a nauseous nature other than linen sealed in bags.
- (d) The allowances prescribed in subclauses (a) to (c) above will be increased in accordance with Clause 9 of this Agreement.

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- (e) An Employee sent for duty to a place other than his/her regular place of duty will be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- (f) Vehicle Allowance
- (i) An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance per kilometre as set out in Table 3 of Appendix 1.
- (ii) When an Employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipted account(s) or other evidence acceptable to the Employer.
- (iii) Provided further that the Employee will not be entitled to reimbursement for expenses referred to in paragraph (ii) which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.
- (g) Where an Employee is required to use public transport for travel on official business such Employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the Employee's home to the first place of work and return to home at the cessation of his/her duties.
- (h) No payment will be made under subclauses (f) and (g) unless the Employer is satisfied that the Employee has incurred expenditure for such travel.
- (i) An Employee in possession of, and required to act on, a Laundry and Dry Cleaning Certificate, will be paid an allowance in the nature of a salary as set out in Appendix 1. An Employee who works less than 38 hours per week will be entitled to this allowance identified in subclause (i) on a pro-rata basis.
- (j) On call (Pastoral Care Employees only)
An Employee required by the Employer to be on call will be paid an on call allowance, as set out at Appendix 1, per 24 hour period.
- (k) In-charge Allowance
A CSE Grade 2 who is required by the Employer to be in-charge of the Facility:
- (i) on afternoon, night or weekend shifts (the after-hours);
- (ii) on a day shift;
- where there is no rostered Facility Manager, RN or EN on shift, ;
the Employee will be paid an in-charge allowance per hour, as set out at Appendix 1, for such time so engaged as the in-charge on shift. The on-call Manager or a Registered Nurse is available for all escalation matters.

32. UNIFORMS AND PROTECTIVE CLOTHING

- (a) Uniform and Laundry Allowances

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- (i) Subject to sub-clause (ii) of this sub-clause, sufficient suitable and serviceable uniforms or overalls will be supplied free of cost, to each Employee required to wear them.
 - (ii) In lieu of supplying a uniform to an Employee, the Employer will pay the said Employee the sum set out in Appendix 1 per week;
 - (iii) In lieu of supplying special-type shoes where required to an Employee, the Employer will pay the said Employee the sum set out in Appendix 1 per week;
 - (iv) In lieu of supplying a cardigan or jacket where required to an Employee the Employer will pay the said Employee the sum per week set out in Appendix 1 per week;
 - (v) If the uniform of the Employee is not laundered at the expense of the organisation, an allowance of the amount set out in Appendix 1 per week will be paid to the Employee.
 - (vi) An Employee who works less than thirty-eight hours per week will be entitled to the allowances prescribed by this Clause on a pro-rata basis.
- (b) Each Employee whose duties require them to work out of doors will be supplied with overboots. Sufficient raincoats will also be made available for use by these Employees.
 - (c) Each Employee whose duties require them to work in a hazardous situation with or near machinery will be supplied with appropriate protective clothing and equipment.

33. WORKPLACE HEALTH AND SAFETY

The Employer is commitment to continuous improvement in health and safety standards and has established consultative arrangements which are in accordance with the relevant occupational health and safety act and regulations. The Employer ensures ongoing training and support for managers, supervisors and staff in respect to occupational health and safety standards.

34. FLEXIBILITY ARRANGEMENT

- (a) The Employer and Employees covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (i) the agreement deals with 1 or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;
 - (5) leave loading; and

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- (ii) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (i); and
 - (iii) The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
 - (b) The Employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
 - (c) The Employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Employer and Employee; and
 - (iii) 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
 - (iv) includes details of:
 - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) 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
 - (v) states the day on which the arrangement commences.
 - (d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
 - (e) The Employer or Employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Employer and Employee agree in writing — at any time.

35. WORKLOAD MANAGEMENT

- (a) 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 resident care.

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- (b) To ensure that Employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
 - (i) In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (ii) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager, within their work site/location, for further discussion.
 - (iii) If a solution still cannot be identified and implemented, the matter should be referred to the General Manager or equivalent for further discussion and possible consultation with specialist leads such as Human Resources, WHS, Clinical or other as required to determine a solution.
 - (iv) The outcome of the discussions at each level and any proposed solutions should be recorded and fed back to the affected Employees.
 - (c) Management will respond at staff meetings to all workload matters that have been recorded in the minutes and will outline actions that have been taken in respect to those specific issues. Workload management will be an agenda item at staff meetings on at least a quarterly basis. Resolution of workload issues should be based on the following criteria including but not limited to:
 - (i) Clinical assessment of residents' needs;
 - (ii) The demand of the environment such as facility layout;
 - (iii) The requirements of relevant legislation;
 - (iv) Operational Requirements;
 - (v) Reasonable workloads;
 - (vi) Accreditation standards; and
 - (vii) Budgetary considerations.
 - (d) If the issue is still unresolved, the Employee/s may advance the matter through Clause 10 - Dispute Resolution Procedure.

36. REPRESENTATIVE LEAVE

- (a) Leave to attend trade union and union delegate courses/ seminars will be as follows:
 - (i) To a maximum of three (3) days per year (1 January to 31 December) for each facility listed in Appendix 4 for the totality of all applications of paid trade union, union delegate training leave, attendance at association conferences, meetings and courses provided that:
 - (1) The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute procedures;
 - (2) That two (2) weeks notice is provided to the Employer;

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- (3) The approval of leave must have regard to the operational requirements of the Employer;
 - (4) This leave will be paid at the ordinary time rate of pay.
- (b) Leave of absence granted pursuant to this Clause will count as service for all purposes of this Agreement.

37. PAID EMERGENCY SERVICES LEAVE

In addition to the unpaid leave prescribed under the NES, at the discretion of the Employer, whose discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance, the Employer will facilitate an Employee who is a member of a voluntary emergency relief organisation such as the Rural Fire Services, Red Cross, St John Ambulance and the State Emergency Services to be released from normal duty without loss of pay (up to a maximum of three shifts per year) to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the Employee.

38. CRIMINAL CHECK

- (a) The Employer will meet the costs and make the necessary arrangements for Criminal Record History Checks for all Employees as required to meet the relevant legislation.
- (b) The Employer will ensure that all checks are conducted in a confidential manner.

39. JURY SERVICE

- (a) An Employee, other than a casual Employee, required to attend for jury service during his or her ordinary working hours will be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary salary he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service. The period of payments of jury service will be limited to the period prescribed under relevant Legislation.
- (b) An Employee will notify his or her Employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the Employee will give his or her Employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

40. DISCIPLINARY PROCEDURE

- (a) Prior to determining whether to terminate the employment of an Employee on the grounds other than would justify summary dismissal, the Employer will:
 - (i) inform the Employee that the termination of their employment is being considered; and
 - (ii) advise the Employee of the reasons for possible termination; and

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- (iii) provide the Employee with an opportunity to respond to any allegations regarding their conduct or performance and to show cause why their employment should not be terminated.
 - (b) An Employee will be given reasonable time to respond, and will be provided with details of any relevant material. An Employee who wishes to be represented may, at the request of the Employee, be represented by a representative of the Employee's choice, which may be a union representative.
 - (c) Any request by the Employee to meet and discuss the matter will not be unreasonably refused.
 - (d) This clause will not apply until the Employee has completed a period of employment with the Employer of at least the minimum employment period as prescribed in the *Fair Work Act 2009*.

41. STUDY/ PROFESSIONAL DEVELOPMENT LEAVE

- (a) Each full time Employee (pro rata, for part time Employee may make application to the Employer in order to access study/ professional development leave. Each application will be assessed on its merits in the context of the applicability of the conference/ seminar, the number of other similar applications and the resources available to the Employer.
- (b) In accordance with subclause (a) above the Employee may apply to the Employer in order to access up to 15.2 hours (two days) paid leave per year for the purposes of attendance at approved conferences/ seminars.
- (c) The time and manner of taking any such approved leave under this provision is to be mutually agreed between the Employer and the Employee and the course and means of dissemination of conference/seminar information is to be approved by hospital management. Should mutual agreement not be possible on repeated occasions this matter is to be referred to the General Manager or his or her nominee (however titled) or their delegate for resolution under the dispute resolution process.
- (d) Reasonable travel, accommodation and registration costs may be paid by the Employer, when the Employer approves the Employee's attendance at the conference/seminar.
- (e) All staff granted conference/seminar leave will be required to provide an in-service to other staff on the learning from the leave and to provide a report to the General Manager or his or her nominee (however titled) on the learning's from the conference/seminar.

42. EDUCATION AND TRAINING

- (a) All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular:
 - (i) Every Employee must attend training required to meet statutory responsibilities including but not limited to fire and emergency training, manual handling training, food handling provided by the Employer in each twelve month period or as required.

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- (b) The Employer is committed to the provision of quality ongoing training for its Employees. Where an Employee is required to attend training, during the course of a rostered ordinary shift, the Employee will be paid for such time at the ordinary rate of pay. Where the Employee attends compulsory training other than during the course of a rostered shift, the minimum payment will be the length of the training or one (1) hour; whichever is greater, paid at the relevant overtime penalty rate of pay.
 - (c) Attendance at any training course other than those referred to at subclause (a) may be supported by the Employer in accordance with specific policy initiatives. In particular, it is acknowledged that it is highly desirable for Employees to attend training provided by the Employer.
 - (d) Where the Employer has implemented or is participating in a no lift training program every Employee must attend the training required.

43. NATURAL DISASTER LEAVE

Upon approval from the Employer, where the state has declared a natural disaster that directly affects the Employee, the Employee may access up to three days' special paid leave.

44. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

(a) This clause applies to all Employees, including casuals.

(b) Definitions

(i) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

family member means:

- (1) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (2) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- (3) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

(ii) A reference to a spouse or de facto partner in the definition of family member in clause 44(b)(i) includes a former spouse or de facto partner.

(c) Entitlement to leave

(i) An Employee is entitled to 10 days' leave to deal with family and domestic violence, as follows:

- (1) The entitlement to leave is paid for full and part time employees and unpaid for casual employees;

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- (2) the leave is available in full at the start of each 12 month period of the Employee's employment; and
 - (3) the leave does not accumulate from year to year;
 - (ii) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.
 - (iii) The Employer and Employee may agree that the Employee may take additional unpaid leave to deal with family and domestic violence.
- (d) Taking leave to deal with family and domestic violence
- (i) An Employee may take leave to deal with family and domestic violence if the Employee:
 - (1) is experiencing family and domestic violence; and
 - (2) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.
 - (ii) The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.
- (e) Service and continuity
- (i) The time an Employee is on leave to deal with family and domestic violence, which is:
 - (1) paid leave – does count as service for all purposes.
 - (2) unpaid leave - does not count as service but does not break the Employee's continuity of service
- (f) Notice and evidence requirements
- (i) Notice

An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:

 - (1) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (2) must advise the Employer of the period, or expected period, of the leave.
 - (ii) Evidence
 - (1) An Employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 44(d).

(2) Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

(g) Confidentiality

- (i) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 44(f), is treated confidentially, as far as it is reasonably practicable to do so.
- (ii) Nothing in clause 44(g) prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Employer may consult with such Employees regarding the handling of this information.

(h) Compliance

An Employee is not entitled to take leave under clause 44 unless the Employee complies with clause 44.

45. FLEXIBLE WORKING ARRANGEMENTS

The NES provides particular Employees with an entitlement to request a flexible working arrangement. In addition to the NES, if the Employer does not agree to the Employee's request, the Employer must discuss the request with the Employee to better understand the Employee's circumstances and then the Employer must provide any available counter-proposals to the Employee in writing. Any agreed arrangement must be recorded in writing.

I am authorised to sign this Agreement on behalf of CALVARY RETIREMENT COMMUNITIES LIMITED

SIGNATURE

PRINT NAME AND TITLE

Address:

Date

I am authorised to sign this Agreement as a nominated Employee bargaining representative on behalf of the Health Services Union, News South Wales Branch ABN 93 -728-534-595

SIGNATURE

PRINT NAME AND TITLE

Address:

Date

SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS

(i) Care Service Employees

(a) New Entrant

An Employee with less than 500 hours' work experience in this industry who performs basic duties under direct supervision. Such Employees perform routine functions requiring understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions, including compliance with documentation requirements as determined by the Employer. Problems should be referred to a more senior staff member. Indicative tasks an Employee at this level may perform are as follows:

Typical Duties

Carrying out simple tasks under supervision that may include attending to the personal and activity needs of residents, carrying out the full range of domestic duties or the full range of gardening and maintenance duties.

(b) Grade 1

An Employee who has 500 hours' work experience in the industry or who has, or can demonstrate, relevant prior experience, acceptable to the Employer, which enables the Employee to work effectively at this level. An Employee who works under limited supervision individually or in a team environment or on sleepover. Employees at this level work within established guidelines, including compliance with documentation requirements as determined by the Employer. In some situations detailed instructions may be necessary. Indicative tasks an Employee at this level may perform are as follows:

Typical Duties

Carrying out under limited supervision, assistance to residents in carrying out simple personal tasks, , cleaning and assisting with meals as well as involvement with resident's care plans. Other functions would include general cleaning and assistance in the preparation of food, and labouring duties associated with gardening and general maintenance duties.

(c) Grade 2

Level 1:

An Employee with relevant experience who works individually or in a team environment and is responsible for the quality of their own work, subject to general supervision, including compliance with documentation requirements as determined by the Employer. Indicative tasks an Employee at this level may perform are as follows:

Typical Duties

Carrying out a wide range of personal care services to residents including involvement with resident care plans, under limited supervision. Such care duties may include (but are not limited to):

- simple wound dressing;

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- implementation of continence programs as identified in the Care Plans;
 - attend to routine observations including blood sugar levels, urinalysis, blood pressure, temperature and pulse checks;
 - recognise, report and respond appropriately to changes in the condition of residents, within the skills and competence of the employee and the policies and procedures of the Employer;

As required assist with cooking and preparation of meals and undertake where appropriate basic repairs to buildings and equipment.

Level 2:

In addition to the duties of a Grade 2 Level 1 Employee, the Employee must:

- (i) hold a Certificate III in Individual Support or equivalent Certificate III qualification acceptable to the Employer; and has demonstrated medication competency acceptable to the Employer; and
- (ii) undertakes additional care duties including (but not limited to):
 - assist and support residents with the delivery of medication utilising dose administration aids;

(d) Grade 3

An Employee who holds either a Certificate Level III in Individual Support or other appropriate qualification/experience acceptable to the Employer and:

- is designated by the Employer as having the responsibility for leading and/or supervising the work of others; or
- is required to work individually with minimal supervision and has been designated by the Employer as having overall responsibility for a particular function within the facility.

An Employee who holds appropriate trade qualifications and is required to act on them. Where the work of such Employee requires the holding of a licence, the licence allowance from the applicable State trades award will be paid.

Employees at this level may be required to plan, direct, and train staff and comply with documentation requirements as determined by the Employer and assist in the development of budgets.

Typical Duties

In addition, to the duties of a grade 2, coordinate and direct the work of staff in respect to programs for residents and resident's care plans. Responsible for the planning, ordering and preparation of meals. Responsible for domestic services. As appropriate, drive a minibus (12 seats or more) or larger vehicle, carry out maintenance repairs, gardening and other tasks that would fall within the scope of trades skills.

(e) Grade 4

Level One

An Employee who holds a Certificate IV in Aged Care Work (CHC40102) or other appropriate Qualification/Experience acceptable to the Employer and is required to act on it, and

- is designated by the Employer as having responsibility for leading and/or supervising the work of others in excess of that required of a CSE 3; and
- is required to work individually with minimal/ indirect supervision.

Employees at Grade 4 may be required to exercise any/all managerial functions in relation to the operation of the facility and comply with documentation requirements as determined by the Employer.

Indicative tasks an Employee at this level may perform are as follows.

Typical Duties

In addition to the duties of a grade 3, responsibility for the overall provision of personal care to residents. Other responsibilities could include the coordination and direction of staff involved with the preparation and delivery of food.

Other responsibilities may include coordinating and directing the work of staff performing gardening and other maintenance duties.

Level Two

In addition to the duties of a Grade 4 Level One, an Employee who is required to deliver medication to residents in facilities:

- previously defined as Nursing Homes (as at 31 December 2004) by the *Nursing Homes Act, 1988*; or
- in which more than 80% of places are “allocated high care places” as defined in the *Aged Care Act 1997* (Clth).

An Employee at this level must hold the following qualifications, which may be varied from time to time by the relevant National Vocational, Education and Training Body:

- a Certificate III in Aged Care Work (CHC30102); and
- a Certificate IV in Aged Care Work (CHC40102); and
- medication module - “Provide Physical Assistance with Medication” (CHCCS303A); or

Hold other appropriate qualification acceptable to the Employer.

(f) Grade 5

This grade will only apply to Employees having responsibility for supervision of the entire facility.

An Employee who may be required to have and use any additional qualifications than would be required for a Grade 4 Employee.

Employees at this level may be required to exercise any/all managerial functions in relation to the operation of the facility and comply with documentation requirements as determined by the Employer.

“Catering Officer” -means a person who is responsible for catering services.

“Assistant Catering Officer” means a person who is appointed and paid as such.

“Trainee Catering Officer” means a person who is appointed and paid as such.

“Diversional Therapist” - means a person who provides, facilitates and co-ordinates group and individual leisure and recreational activities. This person must be a graduate from an approved university course.

MAINTENANCE CLASSIFICATIONS

Maintenance Supervisor

An Employee responsible for managing the performance and service delivery in an operational area specific to maintenance services.

Typical Duties

Coordinate and direct the work of staff performing gardening and repairs/ plant maintenance duties. Schedule gardening/ maintenance work programs, inclusive of on-site contractors where required.

Maintenance Manager

An Employee is who is responsible for overseeing a program or service specific to maintenance and/or property functions. Positions may include direct reporting accountabilities. Employees at this level may be required to exercise any/all managerial functions in relation to the operation of the service and comply with documentation requirements as determined by the Employer.

Typical Duties

Hold’s relevant trade or alternate qualification as acceptable to the Employer and is an active member of the Management team in the development of equipment/ building maintenance plans, inclusive of on-site contractors where required.

(iii) Clerical & Administrative Employees

(a) Grades

An Employee will be graded in the grade where the principal function of his/her employment, as determined by the Employer, is of a clerical nature and is described in subclauses (b) to (f) of this subclause.

(b) A Grade 1 position is described as follows:

(1) The Employee may work under direct supervision with regular checking of progress.

(2) An Employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.

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- (3) Usually work will be performed within established routines, methods and procedures which are predictable and which may require the exercise of limited discretion.

Typical duties may include undertaking clerical functions concerning reception, typing, filing and banking.

(c) A Grade 2 position is described as follows:

- (1) The Employee may work under routine supervision with intermittent checking.
- (2) An Employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (3) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

Typical duties may include higher level clerical functions, banking and accounts receivable and payable functions and reception.

(d) A Grade 3 position is described as follows:

- (1) The Employee may work under limited supervision with checking related to overall progress.
- (2) An Employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (3) An Employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

Typical duties may include responsibility for the work of others and coordinating such work, more complex banking and accounting duties and more complex correspondence and interaction with external and internal supervisory and management staff.

(e) A Grade 4 position is described as follows:

- (1) The Employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- (2) An Employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.

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- (3) An Employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

Typical duties may include responsibility for a particular function, prepare financial reports and undertake more complex accounting functions.

(f) A Grade 5 position is described as follows:

- (1) The Employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- (2) An Employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The Employee may receive assistance with specific problems.
- (3) An Employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

Typical duties may include responsibility for rostering, payroll and other financial reports and reviews. Manage a team of people as appropriate and provide reports to senior managers on various matters.

Pastoral Care

(a) Pastoral Care—level 1

This level is the entry level for new workers in the field who meet the organisation's requirement to practise as a pastoral care worker (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or possess such qualifications as deemed acceptable by the Employer. A pastoral care professional at this level 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 pastoral care team when performing novel, complex, or critical tasks.

(b) Pastoral Care —level 2

A pastoral care professional who has at least three years relevant experience at a level determined as being appropriate by the Employer. They independently and are required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or pastoral care team when performing novel, complex, or critical tasks.

In addition, they have demonstrated a commitment to continuing professional development and may have contributed to workplace education through contributing to the provision of seminars, lectures or in-services. At this level the pastoral care professional may be actively involved in quality improvement activities or research.

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

(c) Pastoral Care—level 3

A pastoral care professional at this level would be tertiary qualified and experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level pastoral care 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 responsible for the coordination of pastoral care service provision within a specific facility
- they may also have responsibility for the supervision of junior pastoral care personnel
- may be a sole discipline specific pastoral care professional in a metropolitan, regional or rural setting who practices in professional isolation from pastoral care professionals from the same discipline;
- is performing across a number of recognized 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 patients, residents and clients and for maintaining a performance management system; and
- is responsible for providing support for the efficient, cost effective and timely delivery of services.

(d) Pastoral Care—level 4

A pastoral care professional at this level would be tertiary qualified and 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.

PASTORAL CARE EMPLOYEES

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- Progression between all levels will be based on organisational requirements and the acquisition and demonstrated use of skills/competencies.
 - Progression through Pay Points
 - Progression within level 1
 - Employees will enter at the relevant pay point and then progress annually or, in the case of a part-time or casual Employee, 1800 hours until they reach pay point 6.
 - Progression within levels 2 – 4
 - Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point having regard to the acquisition and demonstrated use of skills/competencies, or in the case of a part-time or casual Employee, 1800 hours of similar experience and demonstrated use of skills/competencies.

HOME MAKER CLASSIFICATIONS

(a) Grade 1

An Employee who provides personal and lifestyle enhancement care to residents. The homemaker will partner with residents to encourage them to be involved in home style activities to aid in their sense of belonging and general wellbeing.

Typical Duties

Assisting the residents with day to day tasks such as making beds, meal preparation or other domestic duties that the resident is comfortable and capable of taking part in.

(b) Grade 2

An Employee who holds a Certificate III in Aged care or other appropriate qualification acceptable to the Employer provides personal and lifestyle enhancement care to residents. The homemaker will partner with residents to encourage them to be involved in home style activities to aid in their sense of belonging and general wellbeing.

Typical Duties

Assisting the residents with day to day tasks such as making beds, meal preparation or other domestic duties that the resident is comfortable and capable of taking part in.

APPENDIX 1 WAGES AND ALLOWANCES SCHEDULE

		FFPPOA 1.7.18	FFPPOA 1.7.19 2.50%	FFPPOA 1.7.20 2.50%	FFPPOA 1.7.21 2.50%
Classifications					
Homemaker					
Grade 1		22.05	22.60	23.17	23.75
Grade 2		23.26	23.84	24.44	25.05
Care Service Employee					
New Entrant		19.79	20.28	20.79	21.31
Grade 1		22.05	22.60	23.17	23.75
Grade 2		23.26	23.84	24.44	25.05
Grade 3		24.71	25.33	25.96	26.61
Grade 4 Level 1		26.02	26.67	27.34	28.02
Grade 4 Level 2		28.31	29.02	29.74	30.49
Grade 5	from	30.26	31.02	31.79	32.59
	to	45.08	46.21	47.36	48.55
Maintenance Supervisor					
Year 1		25.85	26.50	27.16	27.84
Year 2 (Entry rate – Trade Qualified)		29.61	30.35	31.11	31.89
Year 3		32.31	33.12	33.95	34.79
Maintenance Manager					
		37.80	38.75	39.71	40.71
Diversional Therapist					
1st Year of Experience		23.79	24.38	24.99	25.62
2nd Year of Experience		26.11	26.76	27.43	28.12
3rd Year of Experience		27.12	27.80	28.49	29.21
4th Year of Experience		28.11	28.81	29.53	30.27
5th Year of Experience		29.08	29.81	30.55	31.32
Clerical and Administrative					
ADULTS					
Grade 1		23.77	24.36	24.97	25.60
Grade 2		25.18	25.81	26.45	27.12
Grade 3		26.63	27.30	27.98	28.68
Grade 4		27.83	28.53	29.24	29.97
Grade 5		29.11	29.84	30.58	31.35
Catering Officer					
80 but less than 120 beds		26.38	27.04	27.72	28.41
120 but less than 200 beds		27.12	27.80	28.49	29.21
200 but less than 300 beds		27.85	28.55	29.26	29.99
300 but less than 500 beds		29.24	29.97	30.72	31.49
500 but less than 1000 beds		31.55	32.34	33.15	33.98
Assistant Catering Officer					
80 but less than 120 beds		23.73	24.32	24.93	25.55
120 but less than 300 beds		25.26	25.89	26.54	27.20
300 but less than 500 beds		27.12	27.80	28.49	29.21
500 but less than 1000 beds		27.85	28.55	29.26	29.99
Trainee Catering Officer					
1 st Year		22.63	23.20	23.78	24.37
2 nd Year		23.05	23.63	24.22	24.82
3 rd Year		23.51	24.10	24.70	25.32

	FFPPOA 1.7.18	FFPPOA 1.7.19	FFPPOA 1.7.20	FFPPOA 1.7.21
		2.50%	2.50%	2.50%
Classifications				
Pastoral Care				
Level 1				
Pay point 1	897.64	920.08	943.08	966.66
Pay point 2	932.43	955.74	979.63	1004.13
Pay point 3	973.64	997.98	1022.93	1048.50
Pay point 4	1007.22	1032.40	1058.21	1084.67
Pay point 5	1097.39	1124.82	1152.95	1181.77
Pay point 6	1136.17	1164.57	1193.69	1223.53
Level 2				
Pay point 1	1142.59	1171.15	1200.43	1230.44
Pay point 2	1183.82	1213.42	1243.75	1274.84
Pay point 3	1229.01	1259.74	1291.23	1323.51
Pay point 4	1277.99	1309.94	1342.69	1376.26
Level 3				
Pay point 1	1333.51	1366.85	1401.02	1436.04
Pay point 2	1370.84	1405.11	1440.24	1476.24
Pay point 3	1400.54	1435.55	1471.44	1508.23
Pay point 4	1462.45	1499.01	1536.49	1574.90
Pay Point 5	1516.65	1554.57	1593.43	1633.27
Level 4				
Pay point 1	1614.57	1654.93	1696.31	1738.72
Pay point 2	1722.93	1766.00	1810.15	1855.41
Pay point 3	1873.82	1920.67	1968.68	2017.90
Pay point 4	2068.49	2120.20	2173.21	2227.54

OTHER RATES AND ALLOWANCES	FFPPOA 1.7.18	FFPPOA 1.7.19	FFPPOA 1.7.20	FFPPOA 1.7.21
		2.50%	2.50%	2.50%
BRIEF DESCRIPTION				
Broken shifts	10.21	10.47	10.73	11.00
Overtime Meal				
Meal allowance A	12.88	13.20	13.53	13.87
Meal allowance B	11.61	11.90	12.20	12.50
Cleaning/Scraping Work				
- confined space (per hour)	0.64	0.66	0.67	0.69
- boiler, flue (per hour)	1.01	1.04	1.06	1.09

Linen handling - nauseous nature (per hour)	0.30	0.31	0.32	0.32
Laundry and Dry Cleaning Certificate Allowance (per week)	10.98	11.25	11.54	11.82
Uniform Allowance (per week)	7.87	8.07	8.27	8.48
Laundry Allowance (per week)	6.56	6.72	6.89	7.06
Special Type shoes allowance (per week)	2.43	2.49	2.55	2.62
Cardigan or Jumper allowance (per week)	2.34	2.40	2.46	2.52
Travel Allowance (per km)	0.86	0.88	0.90	0.93
On call (per 24hr period or part thereof)				
Weekdays	20.14	20.64	21.16	21.69
Saturday	20.14	20.64	21.16	21.69
Sundays and Public Holidays	40.19	41.19	42.22	43.28
In-charge Allowance	1.45	2.50	2.56	2.63

APPENDIX 2 FACILITIES

Calvary Retirement Community Cessnock – 19 Wine Country Drive, Cessnock, NSW 2325

Calvary Retirement Community Ryde – 678 Victoria Road, Ryde, NSW 2112

Coinda Aged Care, Singleton – 42 Bathurst Street, Singleton, NSW, 2330

Mt Carmel Village, Maitland – 9 Dwyer Street, Maitland, NSW, 2320

Mt Providence Village – 59 Tindale Street, Muswellbrook, NSW, 2333

Nazareth Village, Belmont – Vincent Street, Belmont North, NSW, 2280

St Francis Village, Eleebana – Gleeson Crescent, Eleebana, NSW, 2282

St Joseph's Home, Sandgate – 240 Maitland Road, Sandgate, NSW, 2304

St Martin de Porres Aged Care – 26 Lorna Street, Waratah, NSW, 2298

St Pauls Aged Care – 54 River Street, Cundleton, NSW, 2430

Tanilba Shores Village – 71 Tanilba Avenue, Tanilba Bay, NSW, 2319