

Have your say on the Advantaged Care Enterprise Agreement

Dear Member,

The HSU has been representing union members at Advantaged Care as we negotiate a new enterprise agreement with management.

The negotiations have only taken place because of HSU members getting active and signing petitions calling on management to bargain with us.

Details of the offer and are outlined below. We have been able to achieve several significant improvements without giving up any of your current conditions. However, Advantaged Care did not agree with some of our claims for new inclusions, such as paid parental leave and paid medication allowance.

If a majority vote 'yes', the agreement will be made and 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.

This is an important vote and we encourage all HSU members to have a say on your proposed new agreement.

Pay offer

- 2.5% wage increase from the first pay period on or after 1 Jan 2020
- 2.5% wage increase from the first pay period on or after 1 Jan 2021
- 2.5% wage increase from the first pay period on or after 1 Jan 2022

Improvements to conditions

Improved leave

- Improved annual leave – making it easier for staff to access the additional week of leave for shift workers
- Improved annual leave loading, removing the cap on annual leave loading only being payable on 4 weeks of leave per year
- Clear reference to Aged Care Award allowing employees to accumulate up to 8 weeks of annual leave (10 weeks in the case of a shift worker) before management can direct annual leave to be taken
- Improved notification requirements when accessing compassionate (bereavement) leave

Improved penalty rates

- Increased overtime rates for overtime worked on Saturdays, with 200% now payable for all Saturday overtime
- Increased casual rates for work on public holidays, increased from 250% to 275% (to be introduced from 1 July 2020)
- Improved weekend penalty rates to be introduced in July 2020
- Easier access to 'Higher Grade Duties' payments by removing the cap requiring employees to work in a higher grade for at least 3 days
- Improved provisions for staff required to work through their meal break – guaranteeing that you will be paid overtime until you get your break or until the end of the shift

Better rostering and consultation

- New provision guaranteeing a minimum break of 10 hours between shifts, which may only be shortened to 8 hours by mutual agreement with employees
- Clear guarantee that rosters will be provided at least 2 weeks in advance
- New guarantee that each portion of a broken shift will be at least 2 hours, giving staff more secure shifts
- Improved consultation provisions with clearer rules for management about how consultation should be structured

Staff covered by the Advantaged Care at George's Manor EA prior to 17 March 2016 or staff covered by the Advantaged Care at Bondi Waters EA prior to 25 February 2016 will retain their superior redundancy provisions.

Next steps

Voting on the proposed agreement will be online and will take place from 17 December 2019 at 9am to 19 December at 5pm. If you do not receive an email or SMS for voting, please contact the HSU so we can follow up for you.

We encourage all HSU members to actively participate in the voting process. A full copy of the proposed agreement is attached for your information.

If your colleagues are not yet HSU members, please let them know about the vote and encourage them to join the union. New members can join online at www.hsu.asn.au/join or by calling 1300 478 679.

If you have any questions about the proposal, please get in touch with your local HSU delegate or the HSU office.

In unity,



Gerard Hayes
Secretary, HSU NSW/ACT/QLD

Advantaged Care
Non-Clinical Staff Enterprise
Agreement 2020 - 2023



TABLE OF CONTENTS

CLAUSE		PAGE
1.	TITLE AND COMPLETE AGREEMENT	4
2.	PARTIES.....	4
3.	DURATION AND EXPIRATION OF AGREEMENT	5
4.	DEFINITIONS	5
5.	NO EXTRA CLAIMS	7
6.	ANTI-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY	7
7.	AGREEMENT FLEXIBILITY.....	7
8.	CONSULTATION REGARDING MAJOR WORKPLACE CHANGE	8
9.	WORK HEALTH AND SAFETY	10
10.	QUALIFYING PERIOD.....	11
11.	EMPLOYMENT STATUS	11
12.	ARRANGEMENT OF HOURS, RDOs AND BREAKS BETWEEN SHIFTS	12
13.	ROSTERS.....	13
14.	MEAL AND TEA BREAKS.....	13
15.	BROKEN SHIFTS	14
16.	RATES OF PAY AND PAYMENT.....	15
17.	CASUAL LOADING, SHIFT PENALTIES AND WEEKEND RATES	15
18.	OVERTIME	16
19.	SPECIAL ALLOWANCES	17
20.	UNIFORM AND LAUNDRY	18
21.	HIGHER GRADE DUTIES.....	19
22.	SUPERANNUATION.....	19
23.	SALARY SACRIFICE TO SUPERANNUATION	20
24.	ANNUAL LEAVE	21
25.	PUBLIC HOLIDAYS	22
26.	LONG SERVICE LEAVE.....	24
27.	PERSONAL LEAVE	25
28.	PARENTAL LEAVE.....	26
29.	COMMUNITY SERVICE LEAVE	27
30.	CEREMONIAL LEAVE	27
31.	OBSERVATION LEAVE	27
32.	FAMILY AND DOMESTIC VIOLENCE LEAVE.....	27
33.	TERMINATION OF EMPLOYMENT.....	30



34.	PROPERTY OF THE EMPLOYER.....	31
35.	REDUNDANCY.....	31
36.	TRANSFER TO LOWER PAID DUTIES.....	32
37.	EMPLOYEE LEAVING DURING NOTICE PERIOD	32
38.	JOB SEARCH ENTITLEMENT.....	33
39.	STAFF AMENITIES.....	34
40.	LABOUR FLEXIBILITY.....	34
41.	ATTENDANCE AT COMPULSORY ONSITE TRAINING / MEETINGS.....	34
42.	RESOLUTION OF DISPUTES	35
43.	VARIATION.....	35
	SIGNATORY PAGES	37
	TABLE 1 – RATES OF PAY.....	38
	TABLE 2 – ALLOWANCES.....	41
	TABLE 3 – CLASSIFICATION DESCRIPTIONS.....	42



PART 1

PRELIMINARIES

1. TITLE AND COMPLETE AGREEMENT

This Agreement will be known as and referred to as the Advantaged Care Non-Clinical Staff Enterprise Agreement 2020-2023 (hereafter referred to as “the Agreement”).

This Agreement provides minimum terms and conditions of employment for non-clinical Employees covered and is to be read in conjunction with the Fair Work Act including the National Employment Standards. Unless expressly referenced, this Agreement operates to the exclusion of all awards, NAPSA and other employment legislation to the extent permitted by law. Notwithstanding this Agreement does not exclude legislation that deals with the subject matters of Work Health and Safety or Workers’ Compensation.

2. PARTIES

This Agreement shall cover and as such be binding upon the following parties:

2.1 The following Advantaged Care entities:

- (a) The Trustee for the Georges Manor Trust trading as Advantaged Care at Georges Manor, located at 111 Bellevue Ave, Georges Hall in the State of New South Wales 2198, ABN 18 689 604 061;
- (b) The Trustee for The Barden Lodge Trust trading as Advantaged Care at Barden Lodge located at 11 Barden Road, Barden Ridge in the State of New South Wales, 2034 ABN 44 045 510 661;
- (c) The Trustee for the Prestons Lodge Trust trading as Advantaged Care at Prestons Lodge located at 18 Melaleuca Place, Prestons in the State of New South Wales, 2170 ABN 32 390 268 817;
- (d) The Trustee for the Oakhurst Gardens Trust trading as Advantaged Care at Oakhurst Gardens, located at 16 Florence Street, Oakhurst in the State of New South Wales, 2761 ABN 90 921 874 896;
- (e) The Trustee for The Bondi Waters Trust trading as Advantaged Care at Bondi Waters, located at 47-51 O’Brien Street, Bondi in the State of New South Wales, 2026 ABN 58 303 807 719;
- (f) The Trustee for Edensor Gardens Trust trading as Advantaged Care at Edensor Gardens, located at 39 Sweethaven Road, Edensor Park in the State of New South Wales, 2176 ABN 13 481 290 786;
- (g) The Trustee for The Advantaged Care H.O. Trust trading as The Advantaged Care H.O. Trust located at 2/6 Faraday Road, Padstow in the State of New South Wales, 2211 ABN



25 026 562 910; and

(hereafter also referred to as “Advantaged Care” or “the Employer”).

(h) Any associated entity of the Employer that employs Employees in a Greenfields location or newly acquired facility.

- 2.2** Should, during the life of this Agreement, the Employer acquire a residential aged care business, the Employer will make an application to the FWC to transition the Employees of the acquired business onto this Agreement within 2 years of the acquisition (provided that this Agreement provides for better pay and conditions).
- 2.3** Except for management and those who form the executive team, all Non Clinical Employees who are employed in those classifications listed in Table 1 – Classifications and Rates of Pay and Table 3 – Classification Descriptions (hereafter referred to as “Employees”).
- 2.4** For clarity this Agreement only covers Employees of the Employer who have received a Letter of Appointment from Advantaged Care,
- 2.5** and HSU New South Wales Branch (HSU) located at Level 2, 109 Pitt Street, Sydney NSW 2000 (hereafter referred to as the “HSU” or “Union”).

3. DURATION AND EXPIRATION OF AGREEMENT

The Agreement will commence subject to approval by the Fair Work Commission and in accordance with the Fair Work Act 2009.

The Agreement shall nominally expire on [date] 2023. The terms of this Agreement shall remain in force thereafter unless replaced or repealed as per the Act.

In principle, the parties are agreeable to discussing re-negotiation for a new enterprise agreement at least three months prior to the nominal expiry date of this agreement. The parties agree that such discussions will be held in good faith.

4. DEFINITIONS

“**Act**” means the Fair Work Act 2009 (Commonwealth)

“**Additional hours**” also referred to as “**extra hours**” are those extra hours worked by a Part Time Employee that are in excess of their minimum guaranteed hours and by mutual agreement paid at the ordinary rate of pay. Additional hours or extra hours are not paid at the overtime rates nor compensated by time off in lieu.

“**Agreement**” means this Enterprise Agreement

“**Award**” means the Aged Care Award 2010 MA000018 or any successor

“**Base Rate of Pay**” means the rate of pay for a period worked that does not include incentive based payments and bonuses, loadings, monetary allowances, penalty rates or any other similar separately identifiable entitlements. The Employee’s base rate of pay is as contained



within the Wages Schedule to the back of this Agreement, commensurate with the appropriate classification occupied by the Employee and expressed as an hourly figure.

“Day Worker” means an Employee who works regular shifts from Monday to Friday between 7am and 7pm inclusive and works less than eight Public Holidays in a calendar year.

“De-facto partner” means a person who, although not legally married to the Employee, lives with them in a relationship as a couple on a genuine domestic basis (including same sex relationships).

“Employer” means the Advantaged Care entities referred to at Clause 2.1.

“Employee” means a person employed by the Employer in accordance with those classifications listed in Table 1 – Classifications and Rates of Pay and Table 3 – Classification Descriptions. For clarity this Agreement only covers Employees of the Employer who have received a Letter of Appointment from Advantaged Care.

“FWC” means Fair Work Commission.

“Immediate family” means a spouse, de facto partner (including same sex relationships), child, parent, grandparent, grandchild or sibling of the Employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner, of the Employee.

“NAPSA” means the Aged Care General Services (State) Award - Notional Agreement Preserving a State Award and has the meaning in the Act.

“NES” means National Employment Standards set out under Chapter 2, Part 2-2 of the Act. These are the minimum standards that apply to the employment of Employees which cannot be displaced.

“Ordinary hours” are the Employee’s minimum guaranteed (contracted) weekly or fortnightly hours, worked by the Employee that are paid at the ordinary rate of pay. Such hours shall be allocated into shifts to suit the business operations of the Employer and are subject to change from time to time, subject to notice provisions as per Clause 13, Rosters.

“Ordinary rate of pay” or **“Ordinary Rate”** means that Base Rate of Pay particular to the Employee’s classification determined on an hourly basis, plus the appropriate shift or weekend penalty rate or other allowances that may be appropriate and apply. The Ordinary Rate of Pay applies to ordinary hours for all staff. In addition, the ordinary rate of pay may also apply to mutually agreed additional hours as worked by part time staff from time to time in accordance with Clause 18, Overtime.

“Resident” means that person or persons residing within Advantaged Care

“Shiftworker” means:

- a) an Employee who is not a Day Worker and is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in clause 4 ; and/or



- b) an Employee who regularly works weekends and regularly works Public Holidays. For clarity a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

5. NO EXTRA CLAIMS

The parties bound by this Agreement agree that they will not pursue any extra claims relating to wages or other terms and conditions of employment covering the Employees under this Agreement, during the nominal term of this Agreement. Notwithstanding, this Agreement shall remain in force under its current terms until such time that the parties agree to vary it or make a new Agreement.

6. ANTI-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The parties to this Agreement agree that:

- (a) it is their intention to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (b) any dispute concerning (a) above will be progressed initially under the dispute resolution procedure in this Agreement; and
- (c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (d) nothing in these provisions prohibits:
- (e) any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of the services provided; or
- (f) any discriminatory conduct (or conduct having a discriminatory effect) if the Employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.
- (g) any discriminatory conduct (or conduct having a discriminatory effect) that is specifically exempted from the provisions of any applicable Commonwealth, State or Territory anti-discrimination legislation

7. AGREEMENT FLEXIBILITY

7.1 An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:



- (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 7.2** The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 7.3** The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 7.4** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5** The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing - at any time.
- 8. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE**



- 8.1** If an Employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must:
- (a) give notice of the changes to all Employees who may be affected and their representatives (if any); and
 - (b) discuss with affected Employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on Employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on Employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 8.2** For the purposes of the discussion under clause 8.1(b), the Employer must give in writing to the affected Employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on Employees; and
 - (c) any other matters likely to affect Employees.
- 8.3** Clause 8.2 does not require an Employer to disclose any confidential information if its disclosure would be contrary to the Employer's interests.
- 8.4** The Employer must promptly consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under clause 8.1(b).
- 8.5** In clause 8:
- significant effects**, on Employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the Employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for Employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.
- 8.6** Where this agreement makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.
- 8.7** This clause 8.7 applies if an Employer proposes to change the regular roster or ordinary hours



of work of an Employee, other than an Employee whose working hours are irregular, sporadic or unpredictable.

- (a) The Employer must consult with any Employees affected by the proposed change and their representatives (if any).
- (b) For the purpose of the consultation, the Employer must:
 - (i) provide to the Employees and representatives mentioned in clause 8.7(a) information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (ii) invite the Employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- (c) The Employer must consider any views given under clause 8.7(b)(ii).
- (d) Clause 8.7 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

9. WORK HEALTH AND SAFETY

The parties to this Agreement agree that a safe workplace is important and that they will comply with relevant Work Health and Safety laws. The organisation's safety procedures are to be followed at all times. The Employer and Employees are to take all practicable steps to ensure their own safety and the safety of others while at work.

Employees are to use the safety and protective equipment and/or clothing provided and follow all lawful and reasonable instructions as issued from time to time.



PART 2

COMMENCING THE EMPLOYMENT RELATIONSHIP

EMPLOYEE APPOINTMENT AND WORK ARRANGEMENT

10. QUALIFYING PERIOD

Employees will be on a qualifying period for the first six (6) months of their employment for the purpose of determining the Employee's suitability for ongoing employment. Where an Employee during the qualifying period, is absent for more than three weeks (either cumulatively and on separate occasions or in one lump sum), the Employer may extend the qualifying period by the same amount of time of the absence. At any time during the first six months of employment the Employer or the Employee can terminate the employment relationship by giving one week's notice (pro rata for part time Employees) or payment in lieu of such notice where notice is not worked.

11. EMPLOYMENT STATUS

Employees employed by Advantaged Care will be employed in one of the following categories. At the time of engagement the Employer will inform each Employee in writing whether they are employed on a full time, part time or casual basis. An Employer may direct an Employee to carry out such duties that are within the limits of the Employee's skill, competence, capabilities and training.

11.1

(a) Full – Time Employees

A full time Employee is contracted for 38 ordinary hours per week on a permanent basis, which may be averaged over a week, a fortnight, or a four week period. Although the actual hours of work may vary from week to week, with some weeks greater than 38 hours and other weeks less, the Employee will not work in excess of 76 ordinary hours per fortnight or 152 ordinary hours in any four week period.

(b) Part – Time Employees

- (i) A part-time Employee is an Employee who is contracted to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable. A part time Employee is entitled to the same terms and conditions as a full time Employee, on a pro rata basis in accordance with their average hours worked per week.
- (ii) Before commencing part-time employment, the Employer and Employee will agree in writing the guaranteed minimum number of hours (which are their contracted hours) to be worked per week or fortnight and the rostering arrangements which will apply to those hours.
- (iii) By mutual agreement between the Employer and the Employee, a part



time Employee may work in excess of their contracted hours at the ordinary rate of pay, subject to Clause 18, Overtime.

(c) Casual Employees

Casual Employees are engaged on an hourly basis only and do not occupy permanent hours or shifts. Casual hours and shifts shall be made available on an ad hoc, non-permanent basis only, dependent upon the needs of the facility and the availability of the person to work them

11.2 Annual Review of Part Time Hours

- (a) At the request of a part-time Employee, the hours he or she works will be reviewed by the Employer, at no more than an annual basis.
- (b) Where an Employee who requests a review is regularly working more than their specified contracted hours, the Employee has the right to request the contracted hours be adjusted by the Employer to reflect the hours regularly worked, having regard to the provisions of (c) and (d) immediately below.
- (c) The hours worked in the following circumstances will not be incorporated into any adjustment:
 - (i) if the increase in hours is as a result of an Employee being absent on any leave and is expected to return. Examples include but are not limited to periods of annual leave, long service leave, maternity leave, workers' compensation; or other leave associated with prolonged illness or injury.
 - (ii) If the increase in hours is due to an increase in resident needs.
 - (iii) If the increase in hours does not align with the Employer's operational needs for the long term.
- (d) The Employer has the right to decline the incorporation of additional hours, however generally, agreement of the Employer shall be given so long as in keeping with the Employer's plans for operational efficiency, sustainability and WHS obligations. Where requested by the Employee, the Employer shall provide in writing to the Employee the reason for their request being declined.
- (e) Any adjustment of contracted hours resulting from the review identified in this Clause should, however be such as to reflect roster cycles and shift configurations utilised in the workplace.

11.3 Casual Conversion

12. Where an Employee has been engaged by the Employer as a casual on a regular and systematic basis for a period in excess of 52 weeks, the Employee may request that their employment be converted to full time or part time employment consistent with the terms of the Award ARRANGEMENT OF HOURS, RDOs AND BREAKS BETWEEN SHIFTS

- (a) Ordinary hours for each full time and part time Employee shall be arranged on a



fortnightly basis, into shifts to suit the business operational needs of Advantaged Care. This includes taking into consideration business fluctuations, Work Health and Safety and resident needs.

- (b) Hours for casual Employees will be determined on a shift by shift basis dependent upon the needs of the Employer.
- (c) For permanent and casual Employees, except for broken shifts, each shift shall consist of no more than 10 hours, with a minimum payment of 2 hours per shift.
- (d) A minimum break of 10 hours, or 8 hours by mutual agreement, shall apply between each shift. Notwithstanding, a longer break may be provided to enable the Employee time for adequate rest between shifts. Consideration shall be given to Work Health and Safety requirements at all times.
- (e) Ordinary hours must be arranged so that each Employee shall be entitled to no less than eight full days free from duty in each 28-day cycle or four full days in each fortnight, or two full days in each week. These free days shall be deemed rostered days off or RDOs.

13. ROSTERS

- (a) The ordinary hours of work for full-time or part-time Employees, shall be displayed on a roster in a place conveniently accessible to Employees. Ordinary hours shall be allocated into shifts as set by the Employer. The roster shall be displayed where practicable at least two weeks prior to the commencing date of the first working period in any roster.
- (b) Notwithstanding , sub-clause (a), an Employee's roster may be changed at any time where the Employer and Employee agree, or at any time to enable the service of the Employer to be carried on where another Employee's absence is unplanned, or unforeseen circumstances arise, or in an emergency. The Employer shall undertake in such circumstances to provide the Employee with as much notice as possible and communicate the changed roster.
- (c) Subclause 13(b) above, shall not apply where the only change to the roster of a part-time Employee is the mutually agreed addition of extra hours in accordance with Clause 11.211(b)(iii) to be worked such that the part-time Employee still has two rostered days off in that week or four rostered days off in that fortnight, or eight days off in each 28 day cycle as the case may be.
- (d) Changes made to rosters under Subclauses 13(b) and 13(c) that are irregular, sporadic or unpredictable shall not invoke obligations under 8.7 Consultation about changes to rosters and hours of work.
- (e) Sub-clause (a) shall not make it obligatory for the Employer to display any roster of ordinary hours of work of members of the casual or relieving staff.

14. MEAL AND TEA BREAKS

14.1 Meal Breaks



- (a) An Employee who works in excess of five hours will be entitled to an unpaid meal break of 30 minutes (not counted as time worked).
- (b) If an Employee is directed by the Employer to remain available to attend to duty or is on duty during the meal break, then overtime will be paid for all time worked from the commencement of that meal break until such time that a meal break free from duty is taken by the Employee or the Employee's shift ends (whichever occurs first)..

14.2 Tea Breaks

- (a) Two separate 10-minute intervals (in addition to meal breaks) will be allowed to each Employee on duty during each ordinary shift of 7.6 hours or more.
- (b) Where less than 7.6 ordinary hours are worked, Employees will be allowed one 10-minute interval in each four hour period.
- (c) Subject to mutual agreement, such intervals may alternatively be taken as one 20-minute interval.
- (d) Tea breaks will count as time worked.

15. BROKEN SHIFTS

- (a) A broken shift may be worked where there is mutual agreement between the Employer and Employee to work the broken shift.
- (b) A broken shift shall consist of no more than two short shifts arranged within a twelve hour span and rostered as such.
- (c) There shall be no obligation upon the Employer to provide a ten (10) hour break or an eight (8) hour break by mutual agreement between the two short shifts, so long as both short shifts fall within the twelve hour span. However an eight (8) hour break must immediately follow the twelve hour span referred to in subclause (ii) above.
- (d) Each portion of the shift must meet the minimum requirements of clause 12 (c).



PART 3

PAY ENTITLEMENTS

WAGES AND ALLOWANCES

16. RATES OF PAY AND PAYMENT

The minimum Rates of Pay for each classification are set out in Table 1 to this Agreement.

Allowances shall be as contained in Table 2 to this Agreement.

Wages are to be paid weekly or fortnightly by the Employer.

Notwithstanding the above, an Employer will not be held liable for any unforeseen event outside the control of the Employer which prevents the Employer's ability to meet the requirements of this clause, for example bank error or delay.

17. CASUAL LOADING, SHIFT PENALTIES AND WEEKEND RATES

- (a) For ordinary hours completed, all Employees shall be paid the Base Rate of Pay relevant to their classification and increment, in accordance with Table 1.
- (b) Employees working afternoon or night shift during weekdays (as opposed to weekends), will be paid the following percentages in addition to the Base Rate of Pay for such shift. Provided that Employees who work less than 38 hours per week will only be entitled to the additional rates where their shift commence prior to 7am or finish subsequent to 7pm.
 - (i) Afternoon shift commencing at 10.00 am and before 1.00 pm—10% of the ordinary hourly rate
 - (ii) Afternoon shift commencing at 1.00 pm and before 4.00 pm—12.5% of the ordinary hourly rate
 - (iii) Night shift commencing at 4.00 pm and before 4.00 am—15% of the ordinary hourly rate
 - (iv) Night shift commencing at 4.00 am and before 6.00 am—10% of the ordinary hourly rate

An Employee entitled to a shift allowance under this sub-clause, will be paid the shift allowance for the entire shift.

- (c) In addition to the provisions of subclause (i) and (ii) above, for all work completed Monday to Friday, a casual Employee shall receive a 25 percent casual loading calculated against the Base Rate of Pay.



- (d) For all ordinary hours completed on weekends, that is a Saturday or Sunday, in addition to the Base Rate of Pay, all Employees shall be paid as follows:

All hours completed on a Saturday – 50% penalty rate

All hours completed on a Sunday – 75% penalty rate

From the first full pay period on or after 1 July 2020, all employees shall be paid as follows:

All hours completed on a Saturday – 75% penalty rate

All hours completed on a Sunday – 100% penalty rate.

The penalty rates for Saturdays and Sundays are paid to Employees in substitution of any casual loading if applicable and in substitution of any shift penalties referred to in subclause (ii) above.

18. OVERTIME

- (a) Employees are entitled to payment of overtime where the Employer requires reasonable overtime to be worked.
- (b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable.

For the purposes of subclause 18(b) what is unreasonable or otherwise, will be determined having regard to:

- (i) the risk to the Employee's health and safety;
- (ii) the Employee's personal circumstances including any family and carer responsibilities;
- (iii) the needs of the facility;
- (iv) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
- (v) any other relevant matter.

Payment

- (c) An Employee who is required to and does work overtime, shall be paid in lieu of all other shift allowances, loadings and weekend penalties, as follows:
- (i) Time and one half calculated against the Base Rate of Pay for the first two (2) hours; and
 - (ii) Double time calculated against the Base Rate of Pay for all time thereafter; provided however, that all overtime worked on a Saturday or Sunday shall be paid at double the Base Rate of Pay and all overtime worked on Public Holidays shall be paid for at double time and one-half the Base Rate of Pay.
- (d) Notwithstanding 18(c) above, where both the Employer and a Part Time Employee agree



to the working of additional hours in excess of the Employee's contracted hours, those additional hours may be paid at the ordinary rate of pay subject to the provisions of 18(e) beneath.

Limits

- (e) Over time will apply in the following circumstances:
- (i) For full time and part time Employees, on a daily basis for all time worked in excess of 10 hours per shift.
 - (ii) For a part-time Employee, all time worked in excess of their:
 - contracted hours as defined in clause 11.1(b)(i); or
 - varied hours (if an agreement was made to increase the contracted hours as per clause 11.1(b)(iii);

will be overtime and paid according to the methods of calculation set out at clause 18(c).
 - (iii) For all Employees, on a weekly basis where an Employee works in excess of 38 average hours or a fortnightly basis where the Employee works in excess of 76 hours.
 - (iv) Where an Employee fails to have a ten hour break, or an eight hour break by mutual agreement between ordinary rostered shifts.
 - (v) Where the Employer requires an Employee to forego a meal break and does not allow time off as compensation in accordance with Clause 14 Meal and Tea Breaks
 - (vi) Where an Employee fails to have 8 RDOs per 28 day cycle, unless otherwise mutually agreed with the Employer in accordance with Clause 12, Arrangement of Hours.
- (f) In lieu of receiving payment for overtime, an Employee may request compensation for time worked by way of time off in lieu of overtime on a time-for-time basis. An Employee cannot be compelled to take time off in lieu of overtime payment.
- (g) An Employee required to work more than two (2) hours of overtime following the completion of their shift, shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime. All such time shall be counted as time worked.
- (h) An Employee recalled to work overtime after leaving the Employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hour's overtime; all such time shall be counted as time worked.

19. SPECIAL ALLOWANCES



19.1 Nauseous work allowance

- (a) Having regard to the duties normally performed by such Employee, a nauseous work allowance in accordance with Table 2 of this Agreement will be paid to an Employee designated to work in the laundry, if they are engaged in handling linen of a nauseous nature other than linen sealed and/or for work which is of an unusually dirty or offensive nature. E.g. gastro outbreak.

19.2 Travel, transport and fares

- (a) An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid a mileage allowance in accordance with Table 2 of this Agreement.
- (b) When an Employee is involved in authorised travel on duty, if the Employer cannot provide the appropriate transport, all authorised reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer up to pre- agreed limits on production of receipted account(s) or other evidence acceptable to the Employer.
- (c) Provided further that the Employee will not be entitled to reimbursement for expenses referred to in this clause which exceed the amounts agreed with the Employer for these purposes.

19.3 Tool Allowance

A tool allowance in accordance with Table 2 of this Agreement to chefs and cooks who are not provided with all necessary tools by the Employer.

19.4 Provision of meal when working in excess of 10 hours per shift

Where an Employee works in excess of 10 consecutive hours per shift, the Employer shall make available to that Employee a meal. This clause will not apply when an Employee could reasonably return home for a meal within the meal break.

20. UNIFORM AND LAUNDRY

- (a) Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to Employees. Such items are to remain the property of the Employer and be laundered and maintained by such Employer free of cost to the Employee.
- (b) Instead of the provision of such uniforms, the Employer may pay such Employee a uniform allowance at the rate contained within Table 2, Allowances. Where such Employee's uniforms are not laundered by or at the expense of the Employer, the Employee will be paid a laundry allowance at the rate contained within Table 2, Allowances.
- (c) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave.



- (d) Where an Employer requires an Employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an Employee, the Employer must reimburse the Employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the Employer.
- (e) Notwithstanding the above, where an Employee prior to the commencement of this Agreement was in receipt of a higher uniform or laundry allowance than specified in Table 2, Allowances, that rate of payment shall continue until such time when the rate within this Agreement becomes equivalent. At that point, the rate within Table 2, Allowances shall apply. See Attachment 1 for rates in place prior to the commencement of this Agreement

21. HIGHER GRADE DUTIES

- 21.1** An employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:
- (a) the time so worked for two hours or less; or
 - (b) a full day or shift where the time so worked exceeds two hours.

22. SUPERANNUATION

- 22.1** The Employer will make compulsory superannuation contributions into a Superannuation Fund nominated by the Employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.
- 22.2** Should an Employee fail to nominate a fund, the Employer will choose one of the following funds as the default fund into which contributions shall be paid under this Agreement.
- (i) the Health Employees' Superannuation Trust Australia (H.E.S.T.A.); or
 - (ii) the First State Super; or
 - (iii) Health Industry Plan (HIP); or
 - (iv) Catholic Super (CSF); or
 - (v) Mercy Super; or
 - (vi) Sunsuper; or
 - (vii) Tasplan; or
 - (viii) CareSuper; or
 - (ix) NGS Super; or
- (a) Any superannuation fund to which the Employer was making superannuation contributions for the benefit of its Employees which offers a MySuper product, is a defined benefit fund or a Self-Managed Superannuation Fund or is an exempt public sector scheme consistent with s.194(h) of the Fair Work Act.
- 22.3** The superannuation contributions will be paid at ordinary time earnings, which for the purpose of this Agreement include ordinary time worked on public holidays and public



holiday loadings.

22.4 The Employer shall make compulsory superannuation contributions in accordance with the relevant legislation.

23. SALARY SACRIFICE TO SUPERANNUATION

The Employer recognises the need for Employees to consider independent financial and taxation advice and recommend that Employees consider such advice prior to entering into salary sacrificing arrangements.

- (a) Full time and Part Time permanent Employees may be able to make voluntary pre-tax contributions or payments through a written salary sacrificing request from the Employer to the Employee. The Employer will pay the salary sacrificing amount in accordance with the salary sacrificing request.
- (b) An Employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrificing 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 sacrificing arrangement was not in place.
- (d) Two changes of a sacrificed amount will be permitted in an Employee's anniversary year, which is 12 months from the date of commencement of employment, without incurring an administration charge (\$50). Changing from full-time to part-time or part-time to full-time employment will not be classified as a change for administration charge purposes.
- (e) 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 sacrificing contribution arrangement will be terminated or amended to comply with such laws.
- (f) Unless otherwise agreed by the Employer, an Employee may revoke or vary their salary sacrificing contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrificing benefit are met.



PART 4

LEAVE ENTITLEMENTS

24. ANNUAL LEAVE

24.1 Quantum and Accrual

- (a) Annual leave on full pay shall accrue throughout the year and accumulate from anniversary to anniversary.
- (b) Employees are entitled to annual leave in accordance with the provisions of the NES and as follows:
 - (i) Full time Employees – four weeks annual leave
 - (ii) Full time shiftworkers – five weeks
 - (iii) Part time Employees – four weeks annual leave on a pro rata basis
 - (iv) Part time shiftworkers – five weeks annual leave on a pro rata basis
 - (v) Casual Employees have no entitlement to annual leave.
 - (vi) For the purpose of this Clause, a shiftworker is defined as:
 - (a) an Employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker; and/or
 - (b) an Employee who works for more than four ordinary hours on 10 or more weekends.
 - (c) For the purpose of the clause 24.1 (iii) (b), a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

24.2 Payment of Annual Leave

- (a) Annual leave shall be paid at the Employee's Base Rate of Pay that applies immediately before the period of leave begins.
- (b) Where an Employee who has not taken an amount of accrued annual leave, ceases to be employed, the untaken leave balance shall be paid out at the Employee's Base Rate of Pay plus leave loading for whole periods of untaken leave as per Clause 24.5, Annual Leave Loading.

24.3 Taking of Annual Leave

- (a) An Employee is entitled to take an amount of annual leave where:
 - (i) at least that amount of annual leave is credited to the Employee; and
 - (ii) the Employer has authorised the Employee to take the annual leave during that period.
- (a) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months.



- (b) The Employer shall give each Employee where practicable, three months notice of the date upon which the Employee shall enter upon leave and, in any event, such notice shall not be less than one month.

24.4 Directing to Take Annual Leave

- (a) The Employer may direct an Employee to take annual leave in accordance with the Award.

24.5 Cashing Out of Annual Leave

The purpose of Annual Leave is for Employees to have a period of leave from the workplace so that they may return to the workplace refreshed.

Whilst this Agreement allows the cashing out of annual leave, each occurrence shall be dealt with on a case by case basis by mutual agreement.

The Employer reserves the right to refuse cashing out of annual leave if it will breach their obligations under the Work Health and Safety.

Where the Employer and the Employee agree to cashing out of annual leave, it may occur subject to the following conditions:

- (i) The Employee must be left with no less than 4 weeks annual leave balance
- (ii) The Employee may cash out an amount of up to two (2) weeks annual leave per anniversary year, but no less than one week of annual leave at a time
- (iii) All requests to cash out annual leave shall be placed in writing to the Employer

Leave that is cashed out shall be paid at the Base Rate of Pay plus any appropriate entitlement that the Employee would have been paid had they taken the leave.

24.6 Annual Leave Loading

- (a) In addition to their ordinary pay, an Employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay.
- (b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - (i) an annual leave loading of 17.5% of ordinary pay; or
 - (ii) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.
- (c) Upon termination, Employees are entitled to be paid leave loading for any accrued but untaken leave unless the Employee's employment is terminated for misconduct.

25. PUBLIC HOLIDAYS

- (a) For full time and part time Employees, where a public holiday falls on a day that the Employee



would have ordinarily been rostered to work, that Employee shall be allowed such Public Holiday without loss of Base Rate of Pay, for the time they would have worked, had it not been a Public Holiday.

- (b) The following days shall be public holidays, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and any other day or part thereof proclaimed and observed as a public holiday within the area in which the facility is situated.
- (c) In each calendar year, where no additional public holiday (or part thereof) in accordance with subclause (i) above is proclaimed and observed, the Employer shall grant an extra public holiday, to be observed on the August Bank Holiday, or on a day between Christmas Day and New Year's Day. Alternately, the Employer may also grant the extra public holiday on any other day they determined, subject to the giving of six weeks notice in advance to all Employees.
 - (i) The Employer may request an Employee to work on a public holiday.
 - (ii) The Employee may refuse the request (and instead have a Public Holiday off without loss of Base Rate of Pay) if the Employee has reasonable grounds for doing so. In determining whether an Employee has reasonable grounds for refusing a request to work on a public holiday, regard must be had to the matters set out in section 613 of the Act.
 - (iii) This Agreement expressly contemplates that the Employer will require work on public holidays and the parties acknowledge that the nature of the work performed by the Employee, the type of employment of the Employee (for example, whether full-time, part-time, casual or shift work) and the nature of the Employer's business, will require work on public holidays, from time to time.
 - (iv) An Employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other shift allowances and weekend penalties as follows:
 - (a) **Full-time Employees and Part time Employees:** In addition to the Base Rate of Pay, time and one half (150%) for all nominal hours worked. Alternatively, if the Employee elects, in addition to the Base Rate of Pay, half-time extra (50%), plus the time of in lieu on a time-for-time basis. Such time shall be added to the Employee's annual leave accrual and taken as mutually agreed between the Employer and Employee and in any case no more than 6 months after the accrual (unless otherwise approved in advance by the Employer on a case by case basis). This leave shall not attract annual leave loading.

Where the leave is not taken it shall be paid out.

- (b) **Casual Employees:** In addition to the Base Rate of Pay, time and a half (150%) and from the first full pay period on or after 1 July 2020 time and three quarters (175%) for all time worked. This rate is inclusive of any casual loading the Employee would have otherwise been entitled to.
- (c) **Part-time Employees**
 - (i) A part-time Employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.



- (ii) A part-time Employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day.

26. LONG SERVICE LEAVE

An Employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the Long Service Leave Act 1955 (NSW). Where this Agreement is silent, the provisions of the Long Services Leave Act shall prevail. Where there is an inconsistency between that legislation and the provisions of this Agreement, these provisions shall prevail to the extent that they are more generous to the Employee taking such leave.

(a)

- (i) Every Employee after ten years' continuous service with the same Employer shall be entitled to two months' long service leave on full pay; after fifteen years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one half months' long service leave on full pay. Subject to subclauses (d) and (e) beneath, Long Service Leave shall be given and taken within 6 months of it falling due. Such leave shall be taken at a time to be mutually arranged between the Employer and the Employee.

Continuous service within this Agreement shall have the same meaning as contained within the Long Service Leave Act and shall not be broken by any period of leave without pay not exceeding six months. Nor shall it be broken by the absence of an Employee due to Australian Defence Force service commitments.

- (ii) Employees who have completed at least five years' continuous service and less than ten years' continuous service and whose services are terminated by the Employer for any reason other than serious and willful misconduct, or who resign their employment on account of illness, incapacity or domestic or other pressing necessity, are entitled to a pro rata payment for long service leave on the basis of two months leave for ten years' service.
- (b) Where an Employee has acquired a right to extended leave under subclause (a) of this clause, then and in every such case:
- (i) If before such leave has been entered upon the employment of such Employee has been terminated such Employee shall be entitled to receive the monetary value of the leave to which such Employee has been entitled computed at the rate of salary which such Employee had been receiving immediately prior to the termination of employment, or where in accordance with (e) beneath, an agreement to postpone leave had already been entered into, that rate of pay reflected in the agreement.
 - (ii) If such Employee dies before entering upon such extended leave, or if after having entered upon the same dies before its termination, the Employer shall pay to the Employee's estate the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary which the Employee had been receiving at the time of death.
- (c) Any period(s) of part-time employment with the same Employer shall count towards long service leave as provided for in this clause. Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to 38 hours.



- (d) The Employer and the Employee shall give at least two month's notice of the date from which it is proposed that the Employee's Long Service Leave shall be given and taken. Long Service Leave shall be taken as soon as practicable having regard to the needs of the workplace, or where the Employer and the Employee agree, such leave may be postponed to an agreed date.
- (e) Where an Employee requests the taking of a period of LSL be postponed to a future date and the Employer agrees, the period of leave shall be paid at the rate applicable at the time this arrangement is agreed. Such an arrangement must be in writing.

27. PERSONAL LEAVE

Personal leave accrues in accordance with the National Employment Standards may be used for Sick Leave, Carers Leave and Compassionate Leave.

Casual Employees are not entitled to paid sick leave.

27.1 Personal Leave for the Employee's own illness or injury (Paid Sick Leave)

- (a) The amount of paid sick leave allowed to Full time and Part time Employees will be dependent upon the total amount of paid sick leave they have accrued at the time it is requested. Casual Employees do not accrue sick leave. Paid sick leave shall be paid at the Base Rate of Pay. Where more leave than is accrued is requested, the extra leave shall be deemed sick leave without pay.
- (b) Any unused sick leave shall not be paid out at the cessation of the employment relationship.
- (c) Paid sick leave and sick leave without pay is to be used by the Employee for their own absences from work, caused by their own personal illness and/or accident.
- (d) The Employee shall be required to notify the Employer of their absence, whether paid or unpaid sick leave, as soon as practicable and if possible prior to the commencement of the absence. Notification must be directly made by the Employee to the Manager in the first instance or their nominated delegate if otherwise advised, via a phone call. Communication via text messages, emails, faxes or other means are not be acceptable unless endorsed by Advantaged Care. Only under exceptional circumstances may notification be made by a family member on behalf of the Employee concerned. The Employee shall comply with the requirements of the NES in producing a medical certificate (or acceptable equivalent). Certification shall be required in all cases for each absence, including single day absences, unless special approval for exemption from this requirement is received from management.
 - (i) Where notification and/or certification requirements of the Employer are not met, the absence may be deemed leave without pay or unauthorised leave without pay.

27.2 Personal Leave for Carers Purposes (Carers Leave)

(a) Paid Carers Leave

- (i) Of their accrued paid sick leave entitlement at any time, a full time Employee shall be entitled to use some or all of their leave to attend to the needs of spouse and family in accordance with the NES. Such leave shall be deemed Paid Carers Leave. Part time Employees shall be allowed to access the pro rata equivalent of the entitlement. Casual Employees do not have access to paid carers leave.



- (ii) Notification for taking carers leave must occur prior to the absence unless unforeseen circumstances exist. Notification must be made directly from the Employee to the Manager in the first instance or nominated delegate if otherwise advised, via a phone call. Communication via text messages, emails, faxes or other means are not be acceptable unless endorsed by Advantaged Care.
- (iii) Upon each occasion of leave, the Employee shall be required to produce a medical certificate (or equivalent) in relation to the illness or injury effecting their spouse or family being cared for.

(b) Unpaid Carers Leave

- (i) In addition to the above paid sick leave and paid carers leave entitlement, Employees (including casual Employees) shall be entitled to unpaid personal carers leave. Unpaid carers leave shall be given and taken in accordance with the NES That is, an Employee shall be allowed up to 2 days unpaid leave per occasion, only after the Employee has exhausted their entitlement to paid personal carers leave (if applicable).
 - (ii) Notification for taking unpaid carers leave must occur prior to the absence unless unforeseen circumstances exist. Notification must be made directly from the Employee to the Manager in the first instance or nominated delegate if otherwise advised, via a phone call. Communication via text messages, emails, faxes or other means are not be acceptable unless endorsed by Advantaged Care. Further, the Employee shall be required to comply with the requirements of the NES in producing a medical certificate (or acceptable equivalent) for each occasion of unpaid personal carers leave entered into, covering the illness or injury of the person they are taking care of.
- (c) Where notification and/or certification requirements of the Employer are not met, the absence may be deemed leave without pay or unauthorised leave without pay.

27.3 Paid Compassionate Leave

- (a) All Employees, other than casual Employees, shall in addition to paid sick leave and paid carers leave, be entitled to take up to 2 days of paid compassionate leave per occasion for the purpose of bereavement in the case of a death of a member of an Employee's immediately family or household or emergency circumstances of illness posing a serious threat to the life of an immediate family member where the Employee actively supports the affected person. The period of compassionate leave taken shall be paid at the Base Rate of Pay.
- (b) The Employee may be required by the Employer to give the Employer evidence that the Employer reasonably requires of the illness, accident or death.

28. PARENTAL LEAVE

The entitlements of Employees of Advantaged Care to parental leave are governed by the Fair Work Act, including the National Employment Standards.



29. COMMUNITY SERVICE LEAVE

Community Service Leave is available to Employees in accordance with the NES and the Fair Work Act.

30. CEREMONIAL LEAVE

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

31. OBSERVATION LEAVE

The following provision has been created specifically to encourage staff to take leave under this clause for religious/cultural festivals rather than inappropriately accessing their personal leave entitlements.

An Employee who due to their own culture/religion/diversity observes certain festivals and therefore wishes to be absent for such purpose or ceremonial event, may access up to 2 days of leave without pay per calendar year. Such leave may only be approved subject to four weeks notification to the Employer, approval from the Employer and operational effectiveness. Evidence may be reasonably required by the Employer.

32. FAMILY AND DOMESTIC VIOLENCE LEAVE

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

(ii) Definitions

(a) 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:

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

(b) A reference to a spouse or de facto partner in the definition of family member in clause [32.2\(i\)](#) includes a former spouse or de facto partner.

(iii) Entitlement to unpaid leave

An Employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

(a) the leave is available in full at the start of each 12 month period of the Employee's



employment; and

- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual Employees.

Note: 1. 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.

2. The Employer and Employee may agree that the Employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

(iv) Taking unpaid leave

An Employee may take unpaid leave to deal with family and domestic violence if the Employee:

- (a) is experiencing family and domestic violence; and
- (b) 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.

Note: 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.

(v) Service and continuity

The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

(vi) Notice and evidence requirements

(a) Notice

An Employee must give their Employer notice of the taking of leave by the Employee under clause 33. The notice:

- (i) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the Employer of the period, or expected period, of the leave.

(b) Evidence

An Employee who has given their Employer notice of the taking of leave under clause 32 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 32(iv).

Note: 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.

(vii) Confidentiality



- (a)** Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 32(vi) is treated confidentially, as far as it is reasonably practicable to do so.

- (b)** Nothing in clause 32 prevents an 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. Employers should consult with such Employees regarding the handling of this information.

(viii) Compliance

An Employee is not entitled to take leave under clause 32 unless the Employee complies with clause 32.



PART 5

ENDING THE EMPLOYMENT RELATIONSHIP

33. TERMINATION OF EMPLOYMENT

33.1 Termination without notice

- (a) The Employer may terminate the employment of the Employee immediately and without notice if the Employee is involved in serious and wilful misconduct justifying summary dismissal.
- (b) The Employer may also terminate the employment of the Employee immediately and without notice if the Employee is guilty of conduct, which, in the reasonable opinion of the Employer, may tarnish or prejudice the name, reputation, standing and/or operations of the Employer or breach of Employer obligations under privacy and confidentiality requirements in any written or verbal form including social media.
- (c) Regard shall be given to the severity of the offence and each transgression shall be determined upon its own merits as well as in the context of the workplace, the duties carried out at the time, the overall conduct of the Employee and the Employee's work history.

33.2 Employer Termination with notice

- (a) The Employer may lawfully terminate the employment of a permanent Employee by providing the following notice:

<u>Period of continuous service</u>	<u>Period of notice</u>
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

In addition to the notice above, Employees over 45 years of age at the time of the giving of the notice, with not less than two years continuous service, shall be entitled to an additional week's notice.

Payment in lieu of the notice above shall 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.

Notwithstanding, where an Employee is a casual Employee, the period of notice shall be one shift only.

- (b) Lawful termination with notice may occur for a number of reasons and is subject to the circumstances at the time.

If the Employee is absent from work as a result of injury or illness (not related to his/her



employment) for a period of three (3) consecutive months or for an aggregate period of three (3) months in any 12 twelve (12) consecutive months, subject to appropriate process, the Employer may lawfully terminate such Employee’s employment upon the giving of notice or the payment of salary in lieu of notice based on the absence no longer being deemed as “temporary” or the Employee being unable to perform the inherent requirements of the job for which they were employed.

33.3 Employee Termination With notice

The Employee shall be required to give the same period of notice as the Employer as noted at 32.2(i), except for the additional one week prescribed due to the Employee being over 45 years with at least two years continuous service. Subject to written agreement between the Employer and Employee, upon resignation, if the Employee provides notice which is less than that required, the Employer may deduct from or set off against salary and other entitlements owing to the Employee such amount as is equivalent to the salary and other entitlements which would otherwise have been payable to the Employee during the balance of the required notice period.

34. PROPERTY OF THE EMPLOYER

The Employer may provide Employees with equipment and other such property to enable the Employee to carry out the duties of their position as necessary. Employees are required to take all reasonable care in handling and using items that are the property of the Employer.

On termination of employment or upon request by Advantaged Care, an Employee must return any property in his/her possession belonging to the Employer, without damage. This does not include general wear and tear.

35. REDUNDANCY

Redundancy provisions are available for full time and part time staff only and are provided for within the Fair Work Act.

35.1 Where the Employer has made a definite decision that they no longer wish the job the Employee has been doing to be done by anyone, and as such the position is made redundant, in addition to the provision of Notice or payment in lieu of such notice, the following shall apply:

- (a) FOR STAFF COVERED BY THE ADVANTAGED CARE AT GEORGES MANOR NON-CLINICAL STAFF ENTERPRISE AGREEMENT 2016-18 PRIOR TO 17 MARCH 2016 AND STAFF COVERED BY THE ADVANTAGED CARE AT BONDI WATERS NON-CLINICAL STAFF ENTERPRISE AGREEMENT PRIOR TO 25 FEBRUARY 2016**

Where an Employee is under 45 years of age, the Employer shall pay in accordance with the following scale:

Years of Service	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks



Where an Employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

Years of Service	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

(b) ALL OTHER STAFF

Employee's period of continuous service with the Employer on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years*	12 weeks*

** There is a reduction in redundancy pay from 16 weeks to 12 weeks for Employees with at least 10 years continuous service. This is consistent with the 2004 Redundancy Case decision made by the Australian Industrial Relations Commission.*

"Week's pay" shall mean the Base Rate of Pay of Pay multiplied by the nominal hours worked by the Employee, averaged over the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the Employee is entitled under relevant paragraphs of this subclause. In addition, over-award payments, shift penalties and allowances that are applicable for that period of time will also apply.

36. TRANSFER TO LOWER PAID DUTIES

Where an Employee is transferred to lower paid duties, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

37. EMPLOYEE LEAVING DURING NOTICE PERIOD

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



38. JOB SEARCH ENTITLEMENT

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of ordinary pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for any time absent. For this purpose a statutory declaration is sufficient.



PART 6

MISCELLANEOUS

39. STAFF AMENITIES

The Employer shall provide for the use of Employees:

- (i) A suitable changing room and adequate washing and toilet facilities;
- (ii) A locker or other suitable place for the safe keeping of clothing and personal effects of such Employee;

40. LABOUR FLEXIBILITY

An Employer may direct an Employee to carry out duties as are within the limits of the Employee's skill, competence and training. Such duties may include work which is incidental or peripheral to the Employee's main tasks provided that such duties are not designed to promote deskilling.

Any Employer may direct an Employee to carry out duties and use such equipment as may be required provided that the Employee has been properly trained or has otherwise acquired the necessary skills in the use of such equipment. Any such direction issued by the Employer shall be consistent with the Employer's responsibility to provide a safe and healthy working environment for Employees and the Employer's duty of care to residents.

41. ATTENDANCE AT COMPULSORY ONSITE TRAINING / MEETINGS

- (a) Employees will be given ongoing training as necessary, relevant to their roles and responsibilities.
- (b) Where practicable, training must be provided to Employees during their normal rostered hours of work. Where it is not:
 - Employees will attend compulsory onsite training / meetings outside their normal rostered working hours when required to do so by the Employer;
 - The Employer where practicable will provide Employees with two (2) weeks notice of the requirement to attend compulsory onsite training / meetings outside of their normal rostered working hours;
 - Where an Employee attends compulsory onsite training / meetings they will be paid their Base Rate of Pay in lieu of receiving payment, Employees may, with the agreement of the Management, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.
 - Training must be arranged so Full-Time Employees receive a minimum break as set out in Clause 12(iv). Where practicable, similar arrangements should also be made available to all other Employees.



42. RESOLUTION OF DISPUTES

- (a) If a dispute relates to:
- (b) a matter arising under the agreement; or
- (c) the National Employment Standards;

this term sets out procedures to settle the dispute.

- (a) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (b) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- (c) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (d) Fair Work Commission may deal with the dispute in 2 stages:
 - (i) Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
 - (a) arbitrate the dispute; and
 - (b) make a determination that is binding on the parties.
- (e) While the parties are trying to resolve the dispute using the procedures in this term:
 - (iii) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (iv) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (a) the work is not safe; or
 - (b) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (c) the work is not appropriate for the Employee to perform; or
 - (d) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- (f) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

43. VARIATION

The Employee and the Employer acknowledge that this agreement can be varied by mutual consent of both parties at any time during the currency of the Agreement subject to the provisions of the Fair Work



Act 2009 and related Regulations.

If any provision of this Agreement is invalid, unlawful, void or unenforceable, it will be severed without affecting any other obligations of the parties under this Agreement.



SIGNATORY PAGES



TABLE 1 – RATES OF PAY

Where an Employee covered by this Agreement is paid a rate of pay that is higher than those within this Agreement, the Employer may or may not pass on the pay increase relevant for one or more years of the term of this Agreement. Notwithstanding, no Employee covered by this Agreement shall ever be paid less than the relevant rate of pay appropriate for the classification they have been employed in by the Employer.

Classifications	1st Pay Period falling on or after 1/01/2020	1st Pay Period falling on or after 1/01/2021	1st Pay Period falling on or after 1/01/2022
Care Services Companions			
Care Services Companion Level 1 (care service Companion < 1yr experience)	\$22.35	\$22.91	\$23.49
Care Services Companion Level 2 (care service Companion more than 1 yr< 3yr experience)	\$23.22	\$23.80	\$24.40
Care Services Companion Level 3 (care service Companion cert III required by Employer or > 3y experience)	\$23.59	\$24.18	\$24.78
Care Services Companion Level 4 (after 5 years continuous service with the organisation) incentive	\$23.75	\$24.34	\$24.95
Reception & Admin Services			
Reception and Admin Services - Less than 3 years Equivalent Experience	\$25.63	\$26.27	\$26.92
Reception and Admin Services - More than 3 years Equivalent Experience	\$28.41	\$29.12	\$29.85
Reception and Admin Services - after 5 years continuous service with the organisation	\$30.99	\$31.76	\$32.56
Client Services and Administration			
Client Services and Administration - Less than 3 years Equivalent Experience	\$30.64	\$31.40	\$32.19
Client Services and Administration Level 2 - More than 3 years Equivalent Experience	\$33.21	\$34.04	\$34.89
Client Services and Administration Level 3 - after 5 years continuous service with the organisation	\$36.78	\$37.70	\$38.64
Lifestyle Coordinators			
Lifestyle Co-ordinator, (un qualified)	\$23.23	\$23.81	\$24.41
Lifestyle Co-ordinator, (un qualified) after 5 years continuous service with the organisation	\$23.38	\$23.97	\$24.57
Lifestyle Co-ordinator, (Tafe qualified certificate level)	\$24.44	\$25.05	\$25.68
Lifestyle Co-ordinator, (Tafe qualified certificate level) after 5 years continuous service with the organisation	\$24.61	\$25.23	\$25.86
Lifestyle Co-ordinator, (Tafe qualified diploma level)	\$25.70	\$26.34	\$27.00
Lifestyle Co-ordinator, (Tafe qualified diploma level) after 5 years continuous service with the organisation	\$25.86	\$26.51	\$27.17
Lifestyle Co-ordinator, (University degree qualified) Less than 2 years' experience	\$27.83	\$28.53	\$29.24



Lifestyle Co-ordinator, (University degree qualified) More than 2, Less than 4 years' experience	\$30.15	\$30.90	\$31.67
Lifestyle Co-ordinator, (University degree qualified) more than 4 years' experience	\$31.23	\$32.01	\$32.81
Lifestyle Co-ordinator, (University degree qualified) after 5 years continuous service with the organisation	\$31.49	\$32.28	\$33.09
Physiotherapy Aid			
Physio Aide (uncertified)	\$23.59	\$24.18	\$24.78
Physio Aide (uncertified) more than 5 years' experience in the organisation	\$23.75	\$24.34	\$24.95
Physio Aide (certified- certificate 4)	\$24.80	\$25.42	\$26.05
Physio Aide (certified - certificate 4) more than 5 years' experience in the organisation	\$24.96	\$25.58	\$26.22
Physiotherapist			
Physiotherapist - Under 3 years' Experience	\$41.19	\$42.22	\$43.28
Physiotherapist	\$55.66	\$57.05	\$58.47
Physiotherapist more than 5 years' experience in the organisation	\$56.78	\$58.19	\$59.65
Catering Services			
Assistant Cook	\$23.94	\$24.54	\$25.15
Assistant Cook after 5 years continuous service with the organisation	\$24.21	\$24.81	\$25.43
Relief Cook	\$27.83	\$28.53	\$29.24
Relief Cook after 5 years continuous service with the organisation	\$28.39	\$29.10	\$29.82
Catering Services Manager / Chef with under 3 years Chef Experience in Aged Care	\$30.07	\$30.82	\$31.59
Catering Services Manager / Chef with + 3 years Chef Experience in Aged Care under 100 beds	\$31.18	\$31.96	\$32.76
Catering Services Manager / Chef with + 3 years Chef Experience in Aged Care under 100 beds after 5 years continuous service with the organisation	\$33.41	\$34.24	\$35.10
Catering Services Manager / Chef with + 3 years Chef Experience in Aged Care over 100 beds	\$33.41	\$34.24	\$35.10
Catering Services Manager / Chef with + 3 years Chef Experience in Aged Care over 100 beds after 5 years continuous service with the organisation	\$36.75	\$37.66	\$38.61
Cleaning/Laundry/Kitchen Hand			
Cleaner, Laundry and Kitchen Hand / Food Transportation	\$22.35	\$22.91	\$23.49
Cleaner, Laundry and Kitchen Hand / Food Transportation more than 5 years' experience in the organisation	\$22.98	\$23.56	\$24.15
Cleaning/Laundry/Kitchen Hand			
Cleaning Supervisor	\$24.33	\$24.93	\$25.56
Cleaning Supervisor after 5 years continuous service with the organisation	\$25.61	\$26.25	\$26.90



Maintenance Assistant			
Maintenance Assistant	\$23.71	\$24.30	\$24.91
Maintenance Assistant 5 years' experience in the organisation	\$24.32	\$24.92	\$25.55



TABLE 2 – ALLOWANCES

Allowances	1st Pay Period falling on or after 1/01/2020	1st Pay Period falling on or after 1/01/2021	1st Pay Period falling on or after 1/01/2022
Uniform Allowance per Shift **	\$1.23	\$1.23	\$1.23
Laundry Allowance per Shift **	\$0.32	\$0.32	\$0.32
Tool Allowance ** (per week)	\$11.45	\$11.45	\$11.45
Mileage Allowance ** (per Kilometre)	\$0.78	\$0.78	\$0.78
Nauseous work allowance ** Per shift or part thereof	\$0.32	\$0.32	\$0.32

**** These allowances will be updated in accordance with the Aged Care Modern Award.**



TABLE 3 – CLASSIFICATION DESCRIPTIONS

Care Service Companion

“Care Services Companion” means a person employed by the Employer to perform direct resident care duties, including but not limited to duties tasks and activities associated with a resident's wellbeing and comfort, functions of a laundry, kitchen or other personal support nature, and any other duties consistent with the Employee’s job description under the general supervision of a Registered Nurse.

Care Service Companion Grades	Qualifications	Description
Care Services Companion Level 1 (care service Companion < 1yr experience)	Certificate Grade III in Aged Care preferred but not essential or Employer approved equivalent qualification / experience	Care Services Companion Level 1 is an Employee with less than 1976 hours work experience in a residential aged care setting who provides personal care and support for residents under the general supervision of a Registered Nurse.
Care Services Companion Level 2 (care service Companion more than 1 yr < 3yr experience)	Certificate Grade III in Aged Care preferred but not essential or Employer approved equivalent qualification / experience	Care Services Companion Level 2 is an Employee with more than 1976 hours work experience and less than 5928 hours work experience in a residential aged care setting who provides personal care and support for residents under the general supervision of a Registered Nurse.
Care Services Companion Level 3 (care service Companion cert III required by Employer or > 3y experience)	Certificate Grade III in Aged Care /Certificate essential and/or Employer approved equivalent qualification n / experience	Care Services Companion Level 3 is an Employee who holds a certificate III in Aged Care or Employer approved equivalent qualification/experience and has more than 5928 hours work experience in a residential aged care setting who provides personal care and support for residents under the general supervision of a Registered Nurse.
Care Services Companion Level 4 (after 5 years continuous service with the organisation)	Certificate Grade III in Aged Care /Certificate essential and/or Employer approved equivalent qualification / experience	Care Services Companion Level 4 is an Employee who holds a Certificate III in Aged Care or Employer approved equivalent qualification / experience and has completed 5 years continuous service within the organisation who provides personal care and support for residents under the general supervision of a Registered Nurse.

Reception and Admin Services

“Reception and Admin Services” means a person employed by the Employer to perform Reception and Administration duties, including but not limited to telephone or receptionist duties, basic to complex office and organisational administration, typing, certain levels of book-keeping or accounts, basic to complex tasks on the computer, dealing with prospective resident enquiries and on occasions where necessary conducting tours to prospective clients and assisting in the admission process, liaising with residents and their families on an ongoing basis, liaising with staff in relation to changes in shifts and filling vacancies, depending upon the Employee’s skills, qualifications and abilities, and the Employee’s job description under the supervision of the Facility Manager.



Reception & Admin Services Grades	Qualifications	Description
Less than 3 years Equivalent Experience	Employer approved qualification / experience	Reception and Admin Services is an Employee with less than 3 years (or less than 5928 hours) work experience who performs reception & administration duties
More than 3 years Equivalent Experience	Employer approved qualification / experience	Reception and Admin Services is an Employee with more than 3 years (or more than 5928 hours) work experience who performs reception & administration duties
After 5 years continuous service with the organisation	Employer approved qualification / experience	Reception and Admin Services – Level 3 is an Employee who has completed 5 years continuous service within the organisation who performs reception & administration duties

Client Services and Administration

“Client Services and Administration” means a person employed by the Employer to perform Client Services and Administration duties, including but not limited to dealing with prospective resident enquiries and conducting tours, coordinating resident admissions and discharges, liaising with residents and their families on an ongoing basis, liaising with external persons/organisations in connection with the facility, telephone and receptionist duties, intermediate to complex office and organisational administration, typing, certain levels of book-keeping and accounts, intermediate to complex tasks on the computer, depending upon the Employee’s skills, qualifications and abilities, and the Employee’s job description.

Client Services and Administration Grades	Qualifications	Description
Less than 3 years Equivalent Experience	Employer approved experience	Client Services and Administration is an Employee with less than 3 years (or less than 5928 hours) work experience who performs Client Services & Administration duties under the supervision of the Facility Manager.
More than 3 years Equivalent Experience	Employer approved experience	Client Services and Administration is an Employee with more than 3 years (or more than 5928 hours) work experience who performs Client Services & Administration duties under the supervision of the Facility Manager.
After 5 years continuous service with the organisation	Employer approved experience	Client Services and Administration – is an Employee who has completed 5 years continuous service within the organisation who performs Client Services & Administration duties under the supervision of the Facility Manager.

Lifestyle Co-ordinator

“Lifestyle Co-ordinator” means a person employed by the Employer to perform duties that are in- keeping with a Diversional Therapist or Recreational Activities Officer, depending upon the Employee’s skills, qualifications and abilities, the Employee’s job description and depending upon the Level occupied. Indicative tasks include development, delivery and implementation of resident and lifestyle activities.



Lifestyle Co-ordinator Grades	Qualifications	Description
Unqualified	Nil	Lifestyle Co-ordinator is an Employee who provides leisure & lifestyle services to residents.
Unqualified - after 5 years continuous service with the organisation	Nil	Lifestyle Co-ordinator is an Employee who has completed 5 years continuous service within the organisation who provides leisure & lifestyle services to residents
Tafe qualified certificate level	Certificate III or IV in Leisure and Lifestyle or similar	Lifestyle Co-ordinator is an Employee who holds a Certificate III or IV in Leisure and Lifestyle or similar, and provides leisure & lifestyle services to residents
Tafe qualified certificate level)- after 5 years continuous service with the organisation	Certificate III or IV in Leisure and Lifestyle or similar	Lifestyle Co-ordinator is an Employee who holds a Certificate III or IV in Leisure and Lifestyle or similar, who has completed 5 years continuous service within the organisation and provides leisure & lifestyle services to residents
Tafe/College qualified diploma level	Diploma / Assoc. Diploma in Leisure and Lifestyle or similar	Lifestyle Co-ordinator is an Employee who holds a Diploma / Assoc. Diploma in Leisure and Lifestyle or similar, and provides leisure & lifestyle services to residents
Tafe/College qualified diploma level) - after 5 years continuous service with the organisation	Diploma / Assoc. Diploma in Leisure and Lifestyle or similar	Lifestyle Co-ordinator is an Employee who holds a Diploma / Assoc. Diploma in Leisure and Lifestyle or similar, who has completed 5 years continuous service within the organisation and provides leisure & lifestyle services to residents
University degree qualified - Less than 2 years' experience	Bachelor degree in Diversional Therapy/Therapeutic Recreation or similar	Lifestyle Co-ordinator is an Employee who holds a Bachelor degree in Diversional Therapy / Therapeutic Recreation or similar, with less than 2 years (or less than 3952 hours) work experience who provides leisure & lifestyle services to residents
Lifestyle Co-ordinator, (University degree qualified) - More than 2, Less than 4 years' experience	Bachelor degree in Diversional Therapy/Therapeutic Recreation or similar	Lifestyle Co-ordinator is an Employee who holds a Bachelor degree in Diversional Therapy / Therapeutic Recreation or similar, with more than 2 years (or more than 3952 hours) and less than 4 years (less than 7904 hours) work experience who provides leisure & lifestyle services to residents
Lifestyle Co-ordinator, (University degree qualified) - More than 4 years' experience	Bachelor degree in Diversional Therapy/Therapeutic Recreation or similar	Lifestyle Co-ordinator is an Employee who holds a Bachelor degree in Diversional Therapy / Therapeutic Recreation or similar, with more than 4 years (7904 hours) work experience who provides leisure & lifestyle services to residents
Lifestyle Co-ordinator, (University degree qualified) - after 5 years continuous service with the organisation	Bachelor degree in Diversional Therapy/Therapeutic Recreation or similar	Lifestyle Co-ordinator is an Employee who holds a Bachelor degree in Diversional Therapy / Therapeutic Recreation or similar, who has completed 5 years continuous service within the organisation and provides leisure & lifestyle services to residents



Physio Aid

“Physio Aid” means a person employed by the Employer to perform duties such as mobilising residents, setting up exercise equipment, supervising exercise programmes prescribed by a Physiotherapist, and assisting Physiotherapists with treatment sessions depending upon the Employee’s skills, qualifications and abilities, and the Employee’s job description under the supervision of a physiotherapist.

Physio Aid Grades	Qualifications	Description
Un-Certified	Nil	Physio Aid is an Employee who can undertake a limited range of physiotherapy treatments to residents under the supervision of a physiotherapist
Un-Certified More than 5 years’ experience in the organisation	Nil	Physio Aid is an Employee who can undertake a limited range of physiotherapy treatments to residents under the supervision of a physiotherapist who has completed 5 years continuous service within the organisation
Physio Aide - Certified	Certificate IV in Allied Health Assistance (specialising in Physiotherapy) or Employer approved equivalent qualification / experience	Physio Aid is an Employee who holds a certificate IV in Allied Health Assistance (specialising in Physiotherapy) or Employer approved equivalent qualification/experience who can undertake a limited range of treatments to residents under the supervision of a physiotherapist.
Physio Aide more than 5 years’ experience in the organisation	Certificate IV in Allied Health Assistance (specialising in Physiotherapy) or Employer approved equivalent qualification / experience	Physio Aid is an Employee who holds a certificate IV in Allied Health Assistance (specialising in Physiotherapy) or Employer approved equivalent qualification / experience, who has completed 5 years continuous service within the organisation who can undertake a limited range of treatments to residents under the supervision of a physiotherapist.

Physiotherapist

Physiotherapists means is an Employee who meet the requirements to practise as a health professional - must be registered with the Physiotherapy Board of Australia, and meet the Board's Registration Standards, in order to practise in Australia.

Physiotherapist Grades	Qualifications	Description
Physio - Under 3 years’ Experience	Meets the requirements to practise as a health professional in Australia.	Physiotherapist is an Employee who holds relevant qualifications and appropriate registration, with less than 3 years (or less than 5928 hours) work experience who provides physiotherapy services to residents
Physio	Meets the requirements to practise as a health professional in Australia.	Physiotherapist is an Employee who holds relevant qualifications and appropriate registration, with more than 3 years (more than 5928 hours) work experience who provides physiotherapy services to residents
Physio more than 5 years’ experience in the organisation	Meets the requirements to practise as a health professional in Australia.	Physiotherapist is an Employee who holds relevant qualifications and appropriate registration, who has completed 5 years continuous service within the organisation who provides physiotherapy services to residents



Catering Services

Catering Services Grades	Qualifications	Description
Assistant Cook	Nil - Employer approved qualification/experience	Assistant Cook is an Employee who under the general supervision of the Catering Services Manager provides catering services to residents. Duties may include preparation of light, salads, sandwiches & assisting in the cooking of meals
Assistant Cook after 5 years continuous service with the organisation	Nil - Employer approved qualification/experience	Assistant Cook is an Employee who under the general supervision of the Catering Services Manager provides catering services to residents who has completed 5 years continuous service with the organisation. Duties may include preparation of light, salads, sandwiches & assisting in the cooking of meals
Relief Cook	Non-trade Employer approved qualification/experience	Relief Cook is an Employee who has Employer approved qualification/experience who in the absence of the Catering Services Manager is responsible for the delivery of meals & associated services to the residents under the general supervision of the Facility Manager
Relief Cook after 5 years continuous service with the organisation	Non-trade Employer approved qualification/experience	Relief Cook is an Employee who has Employer approved qualification/experience who has completed 5 years continuous service with the organisation, who in the absence of the Catering Services Manager is responsible for the delivery of meals & associated services to the residents under the general supervision of the Facility Manager
Catering Services Manager / Chef with under 3 years Chef Experience in Aged Care	Trade Qualification - Certificate III or IV in Hospitality (Commercial Cookery), Diploma / Advanced Diploma of Hospitality Management or Employer approved equivalent qualification /experience	Catering services manager is an Employee who holds a trade qualification or Employer approved equivalent qualification / experience with less than 3 years (or less than 5928 hours) work experience in an aged care organisation who is responsible for the delivery of meals & associated services to the residents & for the full management & administration of the catering services of the facility on a day to day level.
Catering Services Manager / Chef with + 3 years Chef Experience in Aged Care under 100 beds	Trade Qualification - Certificate III or IV in Hospitality (Commercial Cookery), Diploma / Advanced Diploma of Hospitality Management or Employer approved equivalent qualification /experience	Catering services manager is an Employee who holds a trade qualification or Employer approved equivalent qualification/experience who has completed more than 3 years (more than 5928 hours) work experience in an aged care organisation who is responsible for the delivery of meals and associated services to the residents and for the full management and administration of the catering services of the facility on a day to day level.
Catering Services Manager / Chef with + 3 years Chef Experience in Aged	Trade Qualification - Certificate III or IV in Hospitality (Commercial Cookery), Diploma /	Catering services manager is an Employee who holds a trade qualification or Employer approved equivalent qualification/experience who has completed 5 years continuous service within the organisation who is



Care under 100 beds after 5 years continuous service with the organisation	Advanced Diploma of Hospitality Management or Employer approved equivalent qualification /experience	responsible for the delivery of meals and associated services to the residents and for the full management and administration of the catering services of the facility on a day to day level.
Catering Services Manager / Chef with + 3 years Chef Experience in Aged Care over 100 beds	Trade Qualification - Certificate III or IV in Hospitality (Commercial Cookery), Diploma / Advanced Diploma of Hospitality Management or Employer approved equivalent qualification /experience	Catering services manager is an Employee who holds a trade qualification or Employer approved equivalent qualification/experience who has completed more than 3 years (more than 5928 hours) work experience In an aged care organisation who is responsible for the delivery of meals and associated services to the residents and for the full management and administration of the catering services of the facility on a day to day level.
Catering Services Manager / Chef with + 3 years Chef Experience in Aged Care over 100 beds after 5 years continuous service with the organisation	Trade Qualification - Certificate III or IV in Hospitality (Commercial Cookery), Diploma / Advanced Diploma of Hospitality Management or Employer approved equivalent qualification /experience	Catering services manager is an Employee who holds a Catering services manager is an Employee who holds a trade qualification or Employer approved equivalent qualification/experience who has completed 5 years continuous service within the organisation who is responsible for the delivery of meals and associated services to the residents and for the full management and administration of the catering services of the facility on a day to day level.

Hospitality Services

Hospitality Services Grades	Qualifications	Description
Cleaner, Laundry and Kitchen Hand / Food Transportation	Nil	An Employee who provides catering, cleaning, laundry or similar support services for residents under the general supervision of the catering services manager and/or facility manager
Cleaner, Laundry and Kitchen Hand / Food Transportation more than 5 years' experience in the organisation	Nil	An Employee who has completed 5 years continuous service within the organisation and provides catering, cleaning, laundry or similar support services for residents under the general supervision of the catering services manager and/or facility manager
Cleaning Supervisor	Nil - Experience deemed appropriate by Advantaged Care	An Employee who is provides cleaning services for residents and who is responsible for supervising and coordinating the work of other cleaners under the general supervision of the facility manager
Cleaning Supervisor after 5 years continuous service with the organisation	Nil - Experience deemed appropriate by Advantaged Care	An Employee who has completed 5 years continuous service within the organisation and who is provides cleaning services for residents and who is responsible for supervising and coordinating the work of other cleaners under the general supervision of the facility manager



Maintenance Services

Maintenance Services Grades	Qualifications	Description
Maintenance Assistant	Nil	Maintenance Assistant is an Employee who undertakes basic maintenance of property, equipment and grounds of the facility not calling for trades' skills or knowledge under the general supervision of the Facility Manager.
Maintenance Assistant 5 years' experience in the organisation	Nil	An Employee who has completed 5 years continuous service within the organisation who undertakes basic maintenance of property, equipment and grounds of the facility not calling for trade's skills or knowledge under the general supervision of the Facility Manager



ATTACHMENT 1 – UNIFORM AND LAUNDRY ALLOWANCES FOR EMPLOYEES EMPLOYED PRIOR TO THE COMMENCEMENT OF 2016 AGREEMENT

GEORGES MANOR

ALLOWANCE	PER WEEK
LAUNDRY	\$3.20
UNIFORM	\$4.41

BARDEN LODGE

ALLOWANCE	PER WEEK
LAUNDRY	\$0.32
UNIFORM	\$1.23

BONDI WATERS

ALLOWANCE	PER WEEK
LAUNDRY	\$1.49
LAUNDRY – PERSONAL CARER'S	\$4.66



ADVANTAGED CARE
ENJOY THE EXCELLENCE

Advantaged Care
Non-Clinical Staff Enterprise Agreement 2020 – 2023