



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Calvary Retirement Communities Limited
(AG2019/2989)

CALVARY RETIREMENT COMMUNITIES LIMITED (CALVARY RETIREMENT COMMUNITY CANBERRA) AGED CARE EMPLOYEES ENTERPRISE AGREEMENT 2019

Aged care industry

DEPUTY PRESIDENT YOUNG

MELBOURNE, 17 SEPTEMBER 2019

Application for approval of the Calvary Retirement Communities Limited (Calvary Retirement Community Canberra) Aged Care Employees Enterprise Agreement 2019.

[1] Calvary Retirement Communities Limited (the Employer) has made an application for approval of an enterprise agreement known as the *Calvary Retirement Communities Limited (Calvary Retirement Community Canberra) Aged Care Employees Enterprise Agreement 2019* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

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

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application, and the accompanying statutory declaration, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Health Services Union of Australia, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it seeks to be covered by the Agreement. In accordance with s 201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[5] The Agreement was approved on 17 September 2019 and, in accordance with s 54, will operate from 24 September 2019. The nominal expiry date of the Agreement is 30 June 2022.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2019/2989

Applicant:

Calvary Retirement Communities Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, David Izzard, Director of Human Resources, for Calvary Retirement Communities Limited ("the Company"), give the following undertakings with respect to the *Calvary Retirement Communities Limited (Calvary Retirement Community Canberra) Aged Care Employees Enterprise Agreement 2019* ("the Agreement"):

1. I have the authority given to me by the Company to provide this undertaking in relation to the application before the Fair Work Commission.

2. Clause 25(b) of the Agreement will be amended (as underlined):

In addition to the annual leave set out at clause 25(a), a full-time or part-time shiftworker (as defined herein) is entitled to an additional week of annual leave. A "shiftworker" for the purposes of this clause and the NES is an Employee who:

(i) *is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in clause 3; and/or*

(ii) *works for more than four ordinary hours on 10 or more weekends; and/or*

(iii) *in the case of a Pastoral Care Worker, is regularly rostered to work Sundays and public holidays.*

3. Clause 21(b) of the Agreement will be amended (as underlined):

(b) *For the purpose of this Agreement:*

(i) *Day shift shall mean a shift commencing at or after 6:00 am and finishing at or before 6:00 pm.*

(ii) *Afternoon shift shall mean a shift commencing at or after 12 noon and finishing after 6:00 pm or a shift performed by a full-time Employee commencing at or after 10:00 am and before 11:59 am, or a shift performed by a casual or part-time Employee commencing at or after 10:00 am and before 11:59 am and finishing after 6:00 pm.*

(iii) *Night shift shall mean a shift commencing after 6pm and which finishes before 7.30 am.*

4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

A handwritten signature in black ink, appearing to be 'D. J. ...', written over a horizontal line.

Signature

12-9-19

Date

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

**CALVARY RETIREMENT COMMUNITIES LIMITED
(CALVARY RETIREMENT COMMUNITY CANBERRA)**

AGED CARE EMPLOYEES

ENTERPRISE AGREEMENT

2019

ENTERPRISE AGREEMENT

1. ARRANGEMENT

The Agreement is arranged as follows:

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2. NAME OF THE AGREEMENT

This Agreement will be known as the *Calvary Retirement Communities Limited (Calvary Retirement Community Canberra) Aged Care Employees Enterprise Agreement 2019*.

3. DEFINITIONS

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

- (a) **Agreement** means the *Calvary Retirement Communities Limited (Calvary Retirement Community Canberra) Aged Care Employees Enterprise Agreement 2019*.
- (b) **Employee** means an Employee employed by the Employer and covered by the scope of this Agreement.
- (c) **Employer** means Calvary Retirement Communities Limited (ACN 102 625 212).
- (d) **NES** means the National Employment Standards.
- (e) **Ordinary rate of pay** means the rate of pay set out in Appendix 1 as applicable to an Employee, as adjusted in accordance with clause 11 but does not include overtime, penalty rates, allowances, loadings, shift penalties, incentives, bonuses and other ancillary payments of a like nature.
- (f) **Superannuation Law** means any requirement under the *Superannuation Industry (Supervision) Act 1993 (Cth)*, *Superannuation Industry (Supervision) Regulations 1994 (Cth)*, *Superannuation Guarantee (Administration) Act 1992 (Cth)*, *Superannuation Guarantee (Administration) Regulations 1993 (Cth)*, *Superannuation Guarantee Charge Act 1992 (Cth)*, and any other present or future legislation which the Employer must comply with to satisfy its superannuation obligations to the Employees.
- (g) **Aged Care Employee** is an Employee employed in a classification set out at Schedule 1 by the Employer.
- (h) **Day worker** means an Employee whose ordinary hours of work are performed between 6.00am and 6.00pm Monday to Friday, otherwise than as part of a shift system.
- (i) **Shift worker** means an Employee who is not a day worker as defined.
- (j) **Broken shift** means a shift of two parts worked in a day where the span of the shift overall does not exceed twelve hours, and containing one or more breaks

in the shift (in excess of that provided for meal breaks) totalling not more than four hours in all.

- (k) For the purpose of this Agreement, **continuous service** shall be as defined under section 22 of the *Fair Work Act 2009*.
- (l) **Act** means the *Fair Work Act 2009* (Cth) as amended or substituted from time to time.
- (m) **FWC** means the Fair Work Commission.
- (n) **immediate family** of an Employee 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.
 - (iii) spouse includes a former spouse.
 - (iv) de facto partner of an Employee:
 - (1) means a person who, although not legally married to the Employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and
 - (2) includes a former de facto partner of the Employee.
- (o) **Experience** and **Service** for the purposes of progression for all classifications for which there is more than one pay point/ year of service increment, will be on the basis of an annual movement to the next increment, or in the case of part-time and casual employees on the acquisition of 1976 hours of experience.

4. COVERAGE

- (a) This Agreement will cover:
 - (i) Calvary Retirement Communities Limited (ACN 102 625 212);
 - (ii) Aged Care Employees employed by the Employer as classified in Schedule 1 of this Agreement and
 - (iii) subject to the requirements of the Act, the Health Services Union New South Wales (ABN 93 728 534 595).

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- (b) This Agreement is made under section 172 of the Act. The Employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.

5. SCOPE OF THE AGREEMENT

This Agreement contains all the terms and conditions of employment for Employees covered by the Agreement and will apply to all Aged Care Employees employed by the Employer pursuant to the classifications listed in Schedule 1.

6. DATE AND PERIOD OF OPERATION

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

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

7. POSTING OF THE AGREEMENT

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

8. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

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

9. CONSULTATION REGARDING CHANGE

- (a) This term applies if the Employer:
- (i) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of the Employer; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- (b) The Employer must consult the employees to whom the Agreement applies about:
- (i) a major workplace change that is likely to have a significant effect on the Employee/s; or

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- (ii) a change to their regular roster or ordinary hours of work.
 - (c) The relevant Employees may appoint a representative, which may be a union representative, for the purposes of the procedures in this term. If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
 - (d) As soon as practicable after making its decision, the Employer must
 - (i) discuss with the relevant Employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the Employees; and
 - (3) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (ii) for the purposes of the discussion — provide, in writing, to the relevant Employees and their appointed representative/s:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the Employees; and
 - (3) any other matters likely to affect the Employees.
 - (iii) Subject to (d)(i) and (ii), for a change to the Employees' regular roster or ordinary hours of work, the Employer is required to:
 - (1) to provide information to the Employee/s about the change; and
 - (2) to invite the Employee/s to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (3) to consider any views given by the Employee/s about the impact of the change.
 - (e) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
 - (f) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
 - (g) If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses (b) and (d) are taken not to apply.
 - (h) In this term, a major change is ***likely to have a significant effect on employees*** if it results in the termination of the employment of Employees; or major change to the composition, operation or size of the employer's workforce or to

the skills required of employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain Employees; or the need to relocate employees to another workplace; or the restructuring of jobs.

- (i) In this term, **relevant Employees** means the Employees who may be affected by the major change.

10. DISPUTE RESOLUTION PROCEDURE

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

11. WAGES

- (a) The minimum hourly wages set out in Appendix 1 will apply from the beginning of the first full pay period to commence on or after:
 - (i) 1 July 2019 in respect of Column 1;
 - (ii) 1 July 2020 in respect of Column 2; and
 - (iii) 1 July 2021 in respect of Column 3.
- (b) The wage increases set out in Appendix 1 will be absorbed into any payment of wages made to the Employee beyond the minimum rates contained within this Agreement.
- (c) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate that would have otherwise applied to the Employee if the Agreement did not apply, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.

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- (d) Payment of Wages will be by electronic transfer into the Employee's nominated financial institution account at the end of each fortnightly pay period, along with an electronic pay advice. Wherever practicable such payment will be available for withdrawal by employees on the designated pay day. Any other form of payment will be at the discretion of the Employer by agreement with the Employee.
 - (e) Where the wages are not available to the Employee by such time due to circumstances beyond the Employer's control, the Employer will not be held accountable for such delay.
 - (f) If a public holiday falls on a normal payroll processing day, payment may be delayed by one day.

12. SALARY SACRIFICE ARRANGEMENTS

- (a) Employees may be able to make voluntary pre-tax contributions or payments through a written salary sacrifice agreement between the Employer and the Employee. The Employer will pay the salary sacrifice amount in accordance with the salary sacrifice agreement.
- (b) An Employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrifice contribution for their benefit.
- (c) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice arrangement was not in place. The Employees will be offered the opportunity to choose from the list of benefits, which will be paid by the Employer, through the provider of the service, instead of receiving gross salary. Gross salary is reduced by the amount of the benefits paid by the Employer. The new gross salary is then subject to PAYG tax.
- (d) The Employer will nominate a provider of salary sacrificing services to manage these arrangements. The cost of the administration of the salary sacrifice arrangement is to be borne by the employee and deducted from the employee's account each fortnight.
- (e) The Employer will meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrificing to the Employees under this Agreement.
- (f) All existing entitlements such as superannuation, leave loading, penalties and overtime etc., will be based on the pre-salary sacrificed salary.
- (g) The parties recognise the need for Employees to consider independent financial and taxation advice and recommend that Employees consider such advice prior to entering into salary sacrifice arrangements.

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- (h) The Employees covered under this Agreement will have access to salary sacrifice arrangements subject to the following provisions:
 - (i) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual Employee.
 - (ii) The Employee wishing to enter into a salary sacrifice arrangement will be required to sign a document which indicates that:
 - (1) The Employee has sought expert advice in relation to entering into such an arrangement and;
 - (2) The Employee understands that in the event that Fringe Benefits Tax (FBT) becomes payable on the benefit items which are selected, the salary sacrifice arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary sacrificing to the Employer does not increase.
 - (3) If the Employee elects to continue with sacrificing, the cost of the payment of the FBT will be passed back to the Employee, or benefit items can be converted back to the agreed salary as per this Agreement.
 - (4) that upon resignation or termination of employment the Employer will be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.
 - (i) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the Employer will advise the Employee concerned. The salary sacrifice contribution arrangement will be terminated or amended to comply with such laws.
 - (j) Unless otherwise agreed by the Employer, an Employee may terminate their salary sacrifice contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.

13. DISCUSSIONS PRIOR TO DECISION TO TERMINATE EMPLOYMENT

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

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

14. SUPERANNUATION

(a) Employer contributions

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

(b) Superannuation Fund

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

- (i) Health Employees Superannuation Trust of Australia (**HESTA**) established and governed by a trust deed as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
- (ii) An Employee may nominate an alternate complying fund to that provided at subclause (b)(i) above.
- (c) In addition to the Employer's statutory contributions to the Fund an Employee may make additional contribution from their salary, and on receiving written authorisation from the employee the Employer must commence making contributions to the Fund in accordance with Superannuation Law.
- (d) Upon commencement of employment, the Employer will provide each Employee with membership form for their preferred fund as per subclause (b) above and shall forward the completed membership forms for the Employee's choice of fund within 28 days. In the event that the Employee had not

completed an application form within 28 days, the Employer shall forward contributions and Employee details to HESTA (**Default Fund**). The Default fund offers a MySuper product.

- (e) Superannuation fund payments will be made in accordance with trust fund deeds.
- (f) Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

15. HOURS OF WORK

(a) Full-Time Employees

- (i) The ordinary hours of work for full-time Employees, exclusive of meal breaks will not exceed an average of 38 hours per week, and will be arranged in one of the following ways:

- (1) 152 hours per 28 calendar day cycle, to be arranged so that each Employee will not work his/her ordinary hours on more than 20 days in the 28 calendar day cycle; or
- (2) subject to agreement between the Employer and Employee(s) concerned, 76 hours in each fortnight, to be arranged so that each Employee will not work his/her ordinary hours on more than ten days in the fortnight; or
- (3) subject to agreement between the Employer and the Employee(s) concerned, 38 hours in each week, to be arranged so that each Employee shall not work their ordinary hours on more than five days in the week.

- (ii) Full-time Employees will receive a minimum payment of four hours for each start in respect of ordinary hours of work.

- (b) Each shift will consist of no more than ten hours on a day shift, afternoon shift or a night shift with not less than ten hours break between each shift; provided that an Employee will not work more than seven consecutive shifts unless the Employee so requests and the Employer agrees.
- (c) Employees, other than casual Employees, will be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable, such days rostered off duty will be consecutive.
- (d) Employees must receive a minimum break of ten hours between ordinary rostered shifts, which are not broken shifts.

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- (e) Except for meal breaks, all time from the commencement to the cessation of duty each shift shall count as working time, except for shifts being worked as broken shifts.
 - (f) With respect to broken shifts (as defined):
 - (i) An Employee must receive a minimum break of ten hours between broken shifts rostered on successive days.
 - (ii) Where broken shifts are worked, Employees will receive an allowance of the amount set out in Appendix 1 per shift.
 - (iii) Payment for a broken shift shall be at ordinary pay with penalty rates and shift allowances in accordance with this Agreement, with shift allowances being determined by the commencing time of the broken shift.
 - (iv) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double ordinary pay.
 - (v) The Employer and Employee may agree to work broken shifts in accordance with the above provision.

16. FULL-TIME EMPLOYMENT

A full-time Employee will be a person who is engaged for no less than 38 ordinary hours per week.

17. PART-TIME EMPLOYMENT

- (a) A part-time Employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours less than an average 38 hours in any one week. Where the Employee is employed on a part-time basis he or she shall be paid the appropriate hourly ordinary rate of pay prescribed by Appendix 1 of the Agreement for the classification in which they are employed, with a minimum payment of three hours for each engagement.
- (b) The provisions of this Agreement in respect to annual leave, personal/carer's leave and public holidays shall apply on a pro rata basis to part-time Employees.
- (c) Before commencing employment, the Employer and Employee will agree in writing on:

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- (i) the span of hours that the Employee may be rostered within a fortnight. This span of hours will include which shifts the employee may be rostered to work; and
 - (ii) the days of the week the Employee may be rostered to work within a fortnight; and
 - (iii) the agreed minimum number of contracted hours to be worked per fortnight.
 - (d) Notwithstanding the overtime provisions prescribed at Clause 21 of the Agreement, a part time Employee may agree to work in excess of their rostered ordinary hours at the ordinary rate of pay, provided that all time worked by a part-time Employee which exceeds 8 hours, or up to 10 hours if agreed, per day, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Saturdays and Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
 - (e) No part-time employee will be directed to work in excess of their rostered ordinary hours at the ordinary rate of pay.
 - (f) At the request of an Employee, the hours worked by the Employee will be reviewed annually. The Employer will formally respond to the request by the Employee stating the reasons if the request is not agreed to. The Employer will not unreasonably reject the request. The Employer will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:
 - (i) if the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
 - (g) Any adjusted contracted hours resulting from a review identified in subclause (f) of this clause by the Employer, should however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

18. CASUAL EMPLOYMENT

- (a) A casual Employee is one engaged on an hourly basis otherwise than as a full-time Employee or part-time Employee.
- (b) A casual Employee will be engaged by the day or by the hour, at the discretion of the Employer, provided that the minimum engagement on any one day is no less than three hours.

(c) A casual Employee will be paid for all time worked at an hourly rate calculated on the appropriate ordinary rate of pay prescribed by Appendix 1 of this Agreement for the classification in which engaged, plus 25%.

(d) For weekend and public holiday work, casual Employees will, in lieu of all other penalty rates and the 25% casual loading, receive the penalty rates prescribed in this Agreement for weekend and public holiday work.

(e) Shift Penalties and Overtime

A casual Employee will be paid shift penalties and overtime calculated on the ordinary rate of pay excluding the casual loading, with the casual loading component then added to the penalty rate of pay. Overtime rates, as prescribed in clause 23(a)(v)-(vii) below, will only be payable to a casual Employee when he/she works in excess of 10 hours in a day, or 76 hours per fortnight.

(f) With respect to casual Employees the following provisions will not apply: notification of roster of hours; termination of employment; termination in relation to holidays; paid public holidays not worked; paid personal/carer's leave; annual leave; paid compassionate leave; parental leave (other than as provided); leave to attend jury service; higher grade work; and redundancy.

(g) Casual Conversion

A casual employee who has been rostered on a regular and systematic basis over 26 weeks, (provided that the rostering pattern has not resulted from coverage for extended absences such as maternity leave, long service leave, workers compensation leave and extended personal leave), has the right to request conversion to permanent employment and that request will not be unreasonably refused by the Employer.

(i) The Employer may consent to or refuse the request. The request will be refused where the hours worked are as a result of a casual Employee covering absences of permanent staff that are expected to return to work or fluctuations in occupancy/ resident care requirements.

19. TEMPORARY EMPLOYMENT

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

(b) Redundancy provisions will not apply to such Employees.

20. ROSTER OF HOURS

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- (a) An Employer will post a legible duty roster notice at some place readily accessible to Employees indicating the hours of commencement and cessation of work. Where practicable, such roster will be displayed at least two weeks prior to the commencing date of the first working day in any roster.
 - (b) It will not be necessary to display a roster of duty in respect of the employment of a casual or relieving Employee.
 - (c) The rostered hours will only be changed after at least seven days' notice to the Employee concerned, or by agreement between the Employer and the Employee, provided that a roster may be altered at any time to enable the service of the Employer to be carried on where another Employee is absent from duty on account of illness, or in an emergency.
 - (d) A change of roster affecting the hours of a day worker may not be changed such as to take that person outside the definition of such an Employee.

21. PENALTY RATES AND SHIFT ALLOWANCES

- (a) An Employee rostered to work ordinary hours of duty on afternoon shift or night shift Monday to Friday will be paid the following loadings in addition to the ordinary rate of pay, and where applicable, the 25% casual loading, for such period of shift work:
 - (i) Afternoon shift - 12.5%
 - (ii) Night shift - 20%
- (b) For the purpose of this Agreement:
 - (i) Day shift shall mean a shift commencing at or after 6:00 am and finishing at or before 6:00 pm.
 - (ii) Afternoon shift shall mean a shift commencing at or after 12 noon and finishing after 6:00 pm.
 - (iii) Night shift shall mean a shift commencing after 6pm and which finishes before 7.30 am.
- (c) The penalty rates prescribed in this subclause shall be paid to all such employees including part-time and casual employees.
- (d) Employees will be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:
 - (i) for work between midnight on Friday and midnight on Saturday - time and one half (150%).

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- (ii) for work between midnight on Saturday and midnight on Sunday - time and three quarters (175%).

These weekend penalties will be in substitution for and not cumulative upon the shift penalties prescribed in sub-clause (a) of this clause, and the casual loading for casual Employees in Clause 18.

22. MEAL BREAKS

- (a) Except for one meal break each day, all time from the time of commencing until the time of finishing duty each day shall be computed as ordinary working time. Provided that this does not apply to an Employee working a broken shift.
 - (i) Two separate ten minute tea breaks (in addition to meal breaks) will be allowed to each Employee on duty during each ordinary shift of 7.6 hours or more; where less than 7.6 ordinary hours are worked Employees will be allowed one ten minute tea break in each four hour period.
 - (ii) In lieu of granting two ten minute tea breaks the Employer may, subject to agreement with the Employee(s) concerned, provide one twenty minute tea break in one day.
- (b) All Employees who work in excess of five hours will be allowed a meal break of not less than half an hour or more than one hour. Such meal break shall commence not later than five hours after the commencement of each shift.
- (c) Where an Employee is required by the Employer to be on duty during a meal break, the Employee will be paid overtime for all time worked until the meal break is taken. Provided that, where an Employee is required by the Employer to remain available during a meal break, but is free from duty, the Employee will be paid at ordinary rates for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. If the Employee is recalled to perform duty during this period the Employee will be paid overtime for all time worked until the balance of the meal break is taken.

23. OVERTIME

- (a) Hours worked by a full-time Employee in excess of the ordinary hours on any day prescribed in clause 15 – Hours of Work, specifically:
 - (i) 7.6 hours in a day, where rostered for a shift of up to 7.6 hours; or
 - (ii) the Employee's rostered shift, provided that such shift is in excess of 7.6 hours and up to 10 hours in duration; or
 - (ii) 10 hours in a day; or

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- (iv) 76 hours per fortnight, or an average of 76 hours per fortnight over a 4 week period;
are to be paid as follows:
 - (v) Monday to Friday (inclusive) – time and a half of the ordinary rate of pay for the first two hours and double time thereafter;
 - (vi) Saturday and Sunday – double time of the ordinary rate of pay;
 - (vii) Public Holidays – double time and a half of the ordinary rate of pay.
 - (b) Part-time Employees
In accordance with subclause 17(d) of this Agreement, all time worked by part-time Employees in excess of:
 - (i) their rostered ordinary hours on any day, or the agreed ordinary hours on a day as varied in accordance with clause 17(g); or
 - (ii) 10 hours on any day; or
 - (iii) 38 hours per week, or an average of 38 hours per week over a 4 week period;as applicable, will be paid for at overtime rates set out subclauses (a)(v) to (a)(vii) above.
 - (c) All Employees recalled to work overtime after leaving the Employer's premises, whether notified before or after leaving the premises, will be paid for a minimum of four hours work at the applicable overtime rate for each time he or she is so recalled; provided that, except in unforeseen circumstances, an Employee shall not be required to work the full minimum number of hours prescribed above if the tasks he or she was recalled to perform are completed within a shorter period.
 - (d) An Employee recalled to work overtime as prescribed by subclause (c) will be paid all fares and reasonable expenses incurred in travelling to and from his or her place of work.
 - (i) Provided further that where an Employee elects to use his or her own vehicle, they will be paid an allowance in accordance with the ATO scheduled rates, as amended from time to time, for reasonable travel expenses incurred in respect of the recall to work.
 - (e) When overtime work is necessary it will, wherever reasonably practical, be so arranged that Employees have at least eight consecutive hours off duty between the work on successive days or shifts.
 - (f) An Employee, other than a casual, who works so much overtime:
 - (i) between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift that he or she has not had at least eight consecutive hours off duty between these times; or

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- (ii) on a Saturday, a Sunday and a public holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the 24 hours preceding his or her ordinary commencing time on his or her next ordinary day or shift;

will, subject to this subclause, be released after completion of such overtime until he or she has eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of his or her Employer such an Employee resumes or continues to work without having such eight consecutive hours off duty such Employee shall be paid at double the ordinary rate of pay until the Employee is released from duty for such period and the Employee then shall be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (g) For the purposes of assessing overtime each day will stand alone, provided however that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period will be regarded as if they had occurred within the one day.
- (h) When an Employee after having worked overtime, finishes work at a time when reasonable means of transport are not available, the Employer shall provide a conveyance to the residence or pay reasonable costs incurred in the Employee returning to his or her residence.
- (i) An Employee who is notified under this subclause that he or she will be required to continue working but who is not so required to continue work shall be paid the prescribed meal money.
- (j) An Employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked.
- (k) By agreement between the Employee and the Employer, in lieu of receiving payment for overtime in accordance with this clause, Employees may be compensated by way of time off in lieu of overtime on the following basis:
 - (i) Time off in lieu of overtime is taken on the basis of hour for hour at ordinary pay, that is, for example, one hour off for each hour of overtime worked. However, any applicable shift and weekend penalties will still be paid as if the time was worked when taking such time in lieu. It must be taken within four months of it being accrued at a mutually agreed time.
 - (ii) Where it is not possible for an Employee to take the time off in lieu of overtime within the four-month period or on the termination of the Employee's employment, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.

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- (iii) Employees cannot be compelled to take time off in lieu of overtime.
 - (iv) The Employer must maintain records of all time in lieu of overtime owing and taken by Employees.
 - (v) Where no election is made, the Employee will be paid overtime rates in accordance with the Agreement.

24. PARENTAL LEAVE

- (a) Employees are entitled to parental leave in accordance with the provisions of the Act.
 - (i) Full-time Employees and part-time Employees are eligible for paid parental leave in accordance with the following provisions:
 - (1) Permanent Employees are eligible for paid parental leave when they have completed at least 40 weeks' of continuous service with the Employer prior to the expected date of birth or prior to the date of taking custody of the child.
 - (ii) Employees who are eligible for paid parental leave are entitled to such leave as follows:
 - (1) Paid Leave
 - (A) Paid Primary Carer Leave - an eligible Employee who will be the child's primary carer at the time of the birth of the child is entitled to nine (9) weeks paid primary carer leave at the ordinary rate of pay from the date the parental leave commences.

Primary carer leave may commence up to six weeks prior to the expected date of birth.
 - (B) Non-primary carer Leave - an eligible Employee who will not be the primary carer at the time of the birth / adoption of the child is entitled to one week paid non-primary carer leave in any one year at the ordinary rate of pay which must commence within four weeks of the birth of the child (Eligible Employees will be as defined in the Act).
 - (C) Paid Adoption Leave - an eligible Employee who will be the child's primary carer at the time of the adoption of the child is entitled to paid adoption leave of nine (9) weeks at the ordinary rate of pay from and including the date of taking custody of the child.

(D) An Employee may only access one of the paid leave types set out above for any single birth or adoption giving rise to a period of parental leave.

(E) Such leave may be paid:

(i) on a normal fortnightly basis;

(ii) in advance in a lump sum;

(iii) at the rate of half pay for double the period of paid parental leave prescribed.

Annual and/or long service leave credits can be combined with periods of maternity leave or adoption leave on half pay to enable an Employee to remain on full pay for that period.

(F) The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the Commonwealth Government's scheme of publicly funded paid parental leave (however titled or styled). For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the leave provided by the Commonwealth scheme

(b) Right to request

(i) An Employee entitled to parental leave may request the Employer:

(1) to allow the Employee to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

(2) to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

(ii) The Employer will consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(iii) Employee's request and Employer's decision to be in writing

The Employee's request and the Employer's decision made under (b)(i) and b(ii) must be recorded in writing.

(iv) Request to return to work part-time

Where an Employee wishes to make a request under (b)(i)(2), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

25. ANNUAL LEAVE

(a) Full-time and part-time Employees, not being shiftworkers (as defined in subclause (b)), will be entitled to four weeks paid annual leave at the completion of each twelve months continuous service with his/her Employer. An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year. Annual leave is in addition to all other leave specified in this Agreement and shall be exclusive of any public holidays falling within the annual leave period.

(b) In addition to the annual leave set out at clause 25(a), a full-time or part-time shiftworker (as defined herein) is entitled to an additional week of annual leave. A "shiftworker" for the purposes of this clause and the NES is an Employee who:

- (i) is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in clause 3; and/or
- (ii) works for more than four ordinary hours on 10 or more weekends.

For the purpose of this subclause, a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

(c) An Employee will be paid their annual leave entitlements on the normal pay day or days which occur during the period of annual leave.

(d) If, when the employment of an Employee ends, the Employee has a period of untaken paid annual leave, the Employer must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave (including any applicable annual leave loading).

(e) *When to take annual leave*

Annual leave, wherever possible and depending on operational requirements, will be taken for a period that is mutually convenient to the Employee and Employer.

(f) An Employer and Employee may agree in writing to an Employee taking a period of paid annual leave before the Employee has accrued an entitlement to the leave. If, on termination of the Employee's employment, the Employee has not

accrued an entitlement to all of a period of paid annual leave already taken in accordance with this subclause, the Employer may deduct from whatever remuneration is payable upon the termination of the employment, an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued, subject to the requirements of s.324(1)(b) of the Act.

(g) *Direction to take annual leave*

Notwithstanding the provisions of subclause (e), the Employer may direct an Employee to take a period of annual leave in accordance with this subclause. Where an Employee has accrued more than 8 weeks paid annual leave, (10 weeks in the case of shift workers as defined in this clause), such Employee has accrued excess annual leave (**Excess Leave**). In the circumstances of Excess Leave, annual leave shall be given at a time fixed by the Employer after not less than eight weeks' and not more than 12 months' notice to the Employee, provided:

- (1) the Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than 6 weeks within a period of six months (**leave reduction plan**);
- (2) the Employer will not unreasonably refuse to agree to an Employee's annual leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee; and
- (3) the Employee cannot be directed to take annual leave where such direction would result in the Employee being directed to reduce the accrued leave to less than 6 weeks.

(h) *Annual Leave Loading*

- (i) All full and part-time Employees are entitled to receive an annual leave loading on their ordinary rate of pay for the period of annual leave. The loading will be the greater of:

- (1) 17 ½ per cent of the weekly ordinary rate of pay; or
- (2) the shift and weekend penalty rates that would have been paid for that period, had the Employee not proceeded on leave.

(i) *Pay in lieu of an amount of annual leave*

- (i) Upon receipt of a written request by an Employee, the Employer may authorise the Employee, in a separate written agreement, to receive pay in lieu of an amount of annual leave.

- (1) Paid annual leave must not be cashed out if the cashing out

would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and

- (2) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

26. PUBLIC HOLIDAYS

(a) Prescribed holidays

- (i) Employees other than casual Employees will be entitled to the following public holidays without loss of pay, namely:

- (1) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- (2) The following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday and Eight Hours' Day or Labour Day; and
- (3) One other day fixed as follows: Family and Community Day; and
- (4) One other day fixed as follows: Canberra Day.
- (5) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (6) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- (7) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

- (b) Where in the Australian Capital Territory, public holidays are declared or prescribed on days other than those set out in (a) above, those days will constitute additional holidays for the purpose of this Agreement.

- (c) An Employer and his or her Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees shall constitute agreement.

- (d) Absence before or after a holiday

Absence from duty owing to personal/carer's leave for periods immediately preceding or succeeding a public holiday, may require certification for such

personal/carer's leave absence by production of a medical certificate from a registered health practitioner in the Australian Capital Territory.

If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that public holiday.

(e) Payment for holidays

- (i) Payment must be the amount the Employee would have received had the day not been a holiday and he/she had worked thereon for the usual time of the day.
- (ii) Where at such time as Christmas, Easter or other holiday or holidays, works are closed down for longer periods than the ordinary holiday or holidays, Employees shall receive payment for the holiday or holidays occurring in such periods.
- (iii) 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 penalties (except broken shift allowances), weekend penalties, casual loading as follows:
 - (1) Full-time/ Part time Employees: Double and a half the ordinary rate of pay for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at the ordinary rate of pay.
 - (2) Casual Employees: Double time and one-half of the ordinary rate of pay for casuals for all time worked. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in Clause 18.
- (iv) Where a public holiday falls on a full-time shift worker's rostered day off the Employee shall be paid one day's pay (at the ordinary rate of pay) for the public holiday not worked.

(f) Substitute day off

Where an Employee's leisure day or short day or short Friday falls on a Public Holiday the Employee and the Employer will agree to an alternative appropriate day for such leisure. In the absence of agreement the substituted day shall be determined by the Employer.

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- (a) This clause describes a full-time and part-time Employee's entitlement to personal/ carer's leave. The entitlement for casual Employees is set out at (d).
- (i) An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- (ii) For each year of service with his or her Employer, a full-time Employee is entitled to 10 days of paid personal/carer's leave at the ordinary rate of pay. Part-time Employees will accumulate personal/ carer's leave entitlements on a pro-rata basis corresponding to the full-time Employee entitlement.
- (iii) Where an absence due to personal illness/injury exceeds two consecutive days or the Employee has previously been absent for an aggregate of four days without production of a medical certificate during the current year of service, it will be accompanied by a medical certificate from a registered health practitioner or other evidence satisfactory to the Employer.
- (iv) Each Employee will notify her/his Employer of an absence from work due to illness or injury prior to the commencement of her/his rostered shift or as soon as practicable thereafter and will, as far as possible, inform the Employer of the estimated duration of the absence.
- (b) An Employee, other than a casual Employee, with responsibilities in relation to a member of their immediate family or household, who requires the Employee's care or support, will be entitled to use, in accordance with this subclause, any current or accrued personal leave entitlement, for absences to provide care or support for such persons when they are ill, injured or in the case of an unexpected emergency. Such leave may be taken for part of a single day.
- (c) The Employee will, if required, establish either by production of a medical certificate from an Employee's registered health practitioner or statutory declaration, the relationship to the Employee of the person requiring care or support (establishing that the person is a member of the Employee's immediate family or household member), the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee will notify the Employer by telephone of such absence at the first opportunity on the day of absence.
- (d) Unpaid Carer's Leave

An Employee, including casual Employees, will be entitled to up to two days unpaid carer's leave per occasion in accordance with the Act.

28. COMPASSIONATE LEAVE

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

29. TERMINATION OF EMPLOYMENT

Notice of termination by the Employer

- (a) In order to terminate the employment of the Employee, where employed on a full-time or part-time basis, the Employer will give to the Employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (b) In addition to the notice in subclause (a), where the Employee is over 45 years of age at the time of the giving of the notice with not less than two years continuous service, they will be entitled to an additional week's notice.
- (c) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- (d) The required amount of payment in lieu of notice must equal the amount that the Employer would have been liable to pay the employee at the full rate of pay (as defined by the Act) for the hours the Employee would have worked had the employment continued until the end of the minimum notice period.
- (e) The period of notice in this Clause does not apply in the case of dismissal for serious misconduct, or in the case of casual Employees, or Employees engaged for a specific period of time or for a specific task or tasks, or to Employees to whom a training arrangement and whose employment is for a specified period or is, for any other reason, limited to the duration of the training agreement.
- (f) Notwithstanding the foregoing provisions, where the Employee has been engaged as a trainee for a specific period of time, shall once the traineeship is completed and provided that the trainee's services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of the traineeship and is re-engaged by the Employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

Notice of termination by the Employee

- (g) The notice of termination required to be given by the Employee is the same as that required of the Employer, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- (h) If the Employee fails to give notice the Employer has a right to withhold monies due to the Employee to a maximum amount equal to the ordinary rate of pay for the period of notice in accordance with s.324(1)(b) of the Act.

30. REDUNDANCY

- (a) Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of the Employer, the Employer will consult with affected Employees in accordance with the consultation regarding change provision of this Agreement.

Transfer to lower paid duties

- (b) Where an Employee is transferred to lower paid duties by reason of their position being made redundant, the Employee shall be entitled to the same period of notice of transfer as she/he would be entitled to if her/his employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new lower ordinary rate of pay for the number of weeks' notice still owing.

Severance pay

- (c) In addition to the period of notice prescribed for termination, an Employee whose employment is terminated by reason of redundancy will be paid the following amount of severance pay in respect of a period of continuous service.
- (i) Where the Employee is under 45 years of age, the Employer will pay the Employee in accordance with the following scale:

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

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

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

6 years and over

20 weeks' pay

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

Definitions

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

Employee Leaving During Notice Period

- (e) An Employee whose employment is terminated by reason of redundancy may terminate her/his employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had she/he remained with the Employer until the expiry of such notice. Provided in such circumstances the Employee shall not be entitled to payment in lieu of notice.

Alternative Employment

- (f) Where the Employer obtains acceptable alternative employment for the Employee, no severance payment is payable, subject to an order of the FWC in accordance with the provisions of the Act.

Time off Period of Notice

- (g) During the period of notice of termination given by the Employer an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (h) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee will, at the request of the Employer, produce proof of attendance at an interview or she/he will not receive payment for the time absent.
- (i) For this purpose a statutory declaration will be sufficient.

Employees with Less Than One Year's Continuous Service

- (j) This clause does not apply to Employees with less than one year's continuous service.

Employees Exempted

- (k) This clause will not apply where employment has been terminated because the conduct of an Employee justifies instant dismissal or in the case of casual

Employees, or Employees engaged for a specific period of time or for a specified task or tasks.

31. ALLOWANCES

(a) Overtime Meal Allowance

- (i) An Employee will be supplied with an adequate meal by the Employer or will be paid a meal allowance of \$12.88 in addition to any overtime payment as follows:
 - (1) when overtime work exceeds one hour;
 - (2) Provided that where such overtime work exceeds four hours a further meal allowance of \$11.61 will be paid.
- (ii) The allowances set out at (i) above will not apply when an Employee who could reasonably return home for a meal within the meal break.

(b) Vehicle Allowance

- (i) An Employee required and authorised to use his or her own vehicle in the course of their duties, excluding travel to and from the Employee's home to the first place of business, will be paid an allowance of \$0.78 per kilometre. Where a vehicle is supplied and maintained by the Employer, without cost to the Employee, this provision shall not apply.
- (ii) When an Employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipted account(s) or other evidence acceptable to the Employer.
- (iii) Provided further that the Employee will not be entitled to reimbursement for expenses referred to in subclause (ii) which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.
- (iv) Where an Employee is required to use public transport for travel on official business such Employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the Employee's home to the first place of work and return to home at the cessation of his/her duties.
- (v) No payment will be made under subclauses (i) to (iv) unless the Employer is satisfied that the Employee has incurred expenditure for such travel.

(c) Uniform and Laundry Allowance

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

(d) Travelling

An Employee sent for duty to a place other than his/her regular place of duty will be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.

(f) Allowances for special working conditions

- (i) Employees engaged in work of a dirty or offensive nature and/or cleaning or scraping work in confined spaces (such as inside ventilator shafts, air conditioning ducts or the like) will, whilst so employed, be paid an allowance of the amount set out in Appendix 1 per hour extra.
- (ii) Provided however that Employees engaged in cleaning or scraping work inside the gas or water space of any boiler, flue or economiser will, whilst so employed, be paid an allowance of the amount set out in Appendix 1 per hour extra.

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- (g) Employees who are required to assist tradespersons on work of a dirty or offensive nature will be paid disability allowances under the same terms and conditions as the disability allowances that may be payable to the tradespersons they are assisting.
 - (h) Employees will be paid an allowance of the amount set out in Appendix 1 per hour or part thereof for all time during which they are engaged in handling linen of a nauseous nature other than linen sealed in bags.

32. HIGHER GRADE WORK

- (a) Where an Employee is instructed to perform work, for which a higher rate is fixed for a period of up to two hours upon any one day, the Employee shall be paid the higher rate whilst so engaged and if for more than two hours upon any one day, the Employee shall be paid the higher rate for the whole day or shift.

33. LONG SERVICE LEAVE

Long Service Leave as prescribed by the Australian Capital Territory *Long Service Leave Act 1976* as amended from time to time.

34. FLEXIBILITY ARRANGEMENTS

- (a) The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (i) the Agreement deals with 1 or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;
 - (5) leave loading; and
 - (ii) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (i); and
 - (iii) The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:

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- (i) are about permitted matters under section 172 of the Act; and
 - (ii) are not unlawful terms under section 194 of the Act; and
 - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
 - (c) The Employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Employer and Employee; and
 - (iii) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (iv) includes details of:
 - (1) the terms of the Agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
 - (d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
 - (e) The Employer or Employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Employer and Employee agree in writing — at any time.

35. REPRESENTATIVE LEAVE

- (a) Leave to attend trade union and union delegate courses/ seminars shall be as follows:
 - (i) To a maximum of five (5) days per year (1 January to 31 December) for the totality of all applications of paid trade union, union delegate training

leave, attendance at association conferences, meetings and courses provided that:

1. The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute procedures;
2. That two (2) weeks' notice is provided to the Employer;
3. The approval of leave must have regard to the operational requirements of the Employer;
4. This leave shall be paid at the ordinary time rate of pay.

- (b) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

36. ON CALL/ RECALL

An Employee required by the Employer to be on call will receive the following additional amounts for each 24 hour period or part thereof:

- (a) When the on call period is between Monday and Saturday inclusive an allowance shall be paid per 24 hour period as set out in Appendix 1; and
- (b) When the on call period is on Sunday or public holiday - an allowance shall be paid per 24 hour period as set out in Appendix 1.
- (c) Recall to work overtime
An Employee who is recalled to work overtime after leaving the Employer's premises will be paid for a minimum of two hours' work at the appropriate overtime rate.

37. STUDY/ PROFESSIONAL DEVELOPMENT LEAVE

- (a) Each full time Employee (pro rata, for a part time Employee may make application to the Employer in order to access study/ professional development leave. Each application will be assessed on its merits in the context of the applicability of the conference/ seminar, the number of other similar applications and the resources available to the Employer.
- (b) In accordance with subclause (a) above the Employee may apply to the Employer in order to access up to 15.2 hours (two days) paid leave per year for the purposes of attendance at approved conferences/ seminars.

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- (c) The time and manner of taking any such approved leave under this provision is to be mutually agreed between the Employer and the Employee and the course and means of dissemination of conference/seminar information is to be approved by hospital management. Should mutual agreement not be possible on repeated occasions this matter is to be referred to the General Manager or his or her nominee (however titled) or their delegate for resolution under the dispute resolution process.
 - (d) Reasonable travel, accommodation and registration costs may be paid by the Employer, when the Employer approves the Employee's attendance at the conference/seminar.
 - (e) All staff granted conference/seminar leave will be required to provide an in-service to other staff on the learning from the leave and to provide a report to the General Manager or his or her nominee (however titled) on the learning's from the conference/seminar.

38. EDUCATION AND TRAINING

- (a) All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular:
 - (i) Every Employee must attend training required to meet statutory responsibilities including but not limited to fire and emergency training, manual handling training, food handling provided by the Employer in each twelve month period or as required.
- (b) Where the Employee attends compulsory training during the course of a rostered ordinary shift, the Employee will be paid for such time at the ordinary rate of pay. Where the Employee attends compulsory training other than during the course of a rostered shift, the minimum payment shall be the length of the training or one (1) hour; whichever is greater, paid at the relevant overtime penalty rate of pay.
- (c) Attendance at any training course other than those referred to at subclause (a) may be supported by the Employer in accordance with specific policy initiatives. In particular, it is acknowledged that it is highly desirable for Employees to attend training provided by the Employer.
- (d) Where the Employer has implemented or is participating in a no lift training program every Employee must attend the training required.

39. WORKLOAD MANAGEMENT

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

40. PAID EMERGENCY SERVICES LEAVE

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

41. CRIMINAL CHECK

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

42. WORKPLACE HEALTH AND SAFETY

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

43. JURY SERVICE

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

44. NATURAL DISASTER LEAVE

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

45. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

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

(b) Definitions

(i) In this clause:

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

family member means:

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

(ii) A reference to a spouse or de facto partner in the definition of family member in clause 45(b)(i) includes a former spouse or de facto partner.

(c) Entitlement to leave

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

- (1) The entitlement to leave is paid for full and part time employees and unpaid for casual employees;
- (2) the leave is available in full at the start of each 12 month period of the Employee's employment; and
- (3) the leave does not accumulate from year to year;

(ii) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

(iii) The Employer and Employee may agree that the Employee may take additional unpaid leave to deal with family and domestic violence.

(d) Taking leave to deal with family and domestic violence

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- (i) An Employee may take leave to deal with family and domestic violence if the Employee:
 - (1) is experiencing family and domestic violence; and
 - (2) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.
 - (ii) The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.
- (e) Service and continuity
- (i) The time an Employee is on leave to deal with family and domestic violence, which is:
 - (1) paid leave – does count as service for all purposes.
 - (2) unpaid leave - does not count as service but does not break the Employee's continuity of service
- (f) Notice and evidence requirements
- (i) Notice

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

 - (1) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (2) must advise the Employer of the period, or expected period, of the leave.
 - (ii) Evidence
 - (1) An Employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 45(d).
 - (2) Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.
- (g) Confidentiality
- (i) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under

clause 45(f), is treated confidentially, as far as it is reasonably practicable to do so.

- (ii) Nothing in clause 45(g) prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

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

(h) Compliance

An Employee is not entitled to take leave under clause 45 unless the Employee complies with clause 45.

46. FLEXIBLE WORKING ARRANGEMENTS

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

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



SIGNATURE

David Izzard, Director of HR
PRINT NAME AND TITLE/AUTHORITY

Address: 342 - 344 Main Road
Cardiff NSW 2285

Date 9 August 2019

I am authorised to sign this Agreement as the nominated employee bargaining representative.

SIGNATURE

PRINT NAME AND TITLE/AUTHORITY

Address:

Date

I am authorised to sign this Agreement as a bargaining representative on behalf of the Health Services Union, New South Wales Branch



GERARD HAYES

Secretary HSU NSW Branch

Address: Level 2, 109 Pitt Street, Sydney NSW 2000

Date:

9/9/2019

Authority to sign Agreement on behalf of employees is in accordance with Rule 48 of the Rules of the Health Services Union.

SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS

(a) New Entrant Care Worker

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

(i) Typical duties

(1) Support stream

- general assistance to higher graded Employees in the full range of domestic duties

(2) Maintenance stream

- general labouring assistance to higher grade Employees in the full range of gardening and maintenance duties.

(3) Care stream

- carry out simple tasks under supervision to assist a higher grade Care Worker attending to the personal needs of residents.

(b) Care Worker Grade 1

An Employee who has completed induction training during the first three months of employment in the industry or has relative prior experience to enable the Employee to work effectively at this level. An Employee who works under limited supervision individually or in a team environment. Indicative tasks an Employee at this level may perform are as follows:

(i) Typical duties

(1) Support stream

- general cleaning under limited supervision of accommodation, food service, and general areas;
- general waiting and table service and clearing duties;
- assistance to cooks in the preparation of food, assembly of utensils and ingredients;
- scullery duties;
- general laundry duties including sorting, preparation and processing of dirty laundry;
- the folding, stacking, ironing, and identification for delivery of clean articles, including putting clean articles away.

(2) Maintenance stream

- perform gardening duties under limited supervision, including digging, hoeing, raking, weeding, pruning, lopping, planting;
- fetch and return equipment and tools;
- clean up, carry and pass tools on demand;
- hold ladders;
- perform routine maintenance and repair tasks, including sweeping, hosing, garbage collection and disposal, stacking, storing, bulb replacements;
- assist in conducting regular inspections and keeping register of faults.
- drive Village Bus as directed.

(3) Care stream

- carry out simple tasks under limited supervision to assist Personal Care Assistant in attending to the personal needs of a resident;
- assist with showering, dressing, laying out and storing clothes.

(c) Care Worker Grade 2

An Employee with relevant experience but lacking formal qualifications. Capable of performing work within this level. An Employee who works individually or in a team environment and is responsible for the quality of their own work subject to general supervision. Indicative tasks an Employee at this level may perform are as follows:

(i) Typical duties

(1) Support stream

- preparation of meals;
- assist in the preparation of menus;
- dry cleaning;
- general repair and maintenance of clothing, linen and soft furnishing;
- receive deliveries, check, store and transport internally.

(2) Maintenance stream

- perform gardening duties;
- provide advice on planning and plant maintenance;
- attend to indoor plants, conduct recycling and re-potting schedules;
- undertake basic repairs to equipment, appliances, and similar items not calling for trades skills or knowledge;
- carry out physical inspections of property and premises and report on security needs;
- repair locks, screens, light fittings;
- carry out basic inventory control of stores, plant and equipment;
- maintain basic ledgers;
- undertake warehousing and stores functions.

(3) Care stream

- provide personal care to residents;
- supervise daily hygiene; assist with shower or bath; shampoo; shave; cut nails;
- lay out clothes and assist in dressing; make beds; tidy rooms; store clothes; clean wardrobes;
- assist with meals;
- maintain residents records;
- develop programs of activities and assist in their implementation;
- accompany residents on outings and provide assistance.

(d) Care Worker Grade 3

An Employee with formal qualifications but limited job experience in this field, or in lieu of formal qualifications, extensive job experience. Required to work individually with minimal supervision, or in a team environment responsible for the work of others. Required to plan, direct, and train subordinate staff. Indicative tasks an Employee at this level may perform are as follows.

(i) Typical duties

(1) Support stream

- preparation of meals and special functions;
- provide input into meal planning;
- order foodstuffs and commodities;
- liaise with dieticians on special needs;
- schedule work programs on a routine and regular basis;
- coordinate and direct the work of support staff (no more than four);
- oversee the provision of domestic services.

(2) Maintenance stream

- coordinate and direct the work of support staff (no more than four);
- provide training and guidance to support staff;
- schedule work programs on a routine and regular basis;
- carry out general maintenance and specific tasks falling within scope of trades skills;
- undertake the more complicated repairs to equipment, appliances, and similar items calling for trades skills;
- oversee inspections of property and premises and advise on security needs;
- order equipment.

(3) Care stream

- provide personal care to residents with particular emphasis on those requiring extra help due to specific physical problems or frailty;

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- coordinate and direct the work of support staff (no more than four);
 - schedule work programs on a routine and regular basis;
 - plan, develop, and coordinate diversional therapy programs.

(e) Care Worker Grade 4

An Employee with formal relevant qualifications usually of a trades nature, or equivalent, with substantial job experience in this field. Required to utilise qualifications, skills, and knowledge, in the performance of the duties. Required to work individually with minimal or nil supervision, and/or in a team environment. Responsible for the work of others. Required to plan, direct, and train subordinate staff. Indicative tasks an Employee at this level may perform are as follows.

(i) Typical duties

(1) Support stream

- oversee the work and training of support stream lower grade staff;
- roster staff and direct work programs;
- provide guidance and counselling;
- assist in the development of budgets;
- review menus;
- order foodstuffs, catering equipment and commodities;
- order consumables, and routine stock items used in the domestic support areas;
- oversee the provision of domestic services.

(2) Maintenance stream

- oversee the work and training of maintenance stream lower grade staff;
- roster staff and direct work programs;
- provide guidance and counselling;
- assist in the development of budgets;
- landscape gardens and grounds;
- purchase plants, seedlings, and trees;
- purchase insecticides, herbicides, and consumables;
- undertake specialist maintenance tasks;
- let routine service contracts for plant and equipment;
- provide input to problem solving situations.

(3) Care stream

- oversee the work and training of care stream staff;
- roster staff and direct work programs;
- provide guidance and counselling;
- assist in the development of budgets;
- develop resident care plans;
- compile personal care agreement instrument details;

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- liaise with departmental personnel in outcome standards inspections;
 - interview potential residents and liaise with ACAT members.

CLERICAL & ADMINISTRATIVE CLASSIFICATIONS

(a) Grades

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

(b) GRADE 1

A Grade 1 position is described as follows:

- (1)** The Employee may work under direct supervision with regular checking of progress.
- (2)** An Employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
- (3)** Usually work will be performed within established routines, methods and procedures which are predictable and which may require the exercise of limited discretion.

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

(c) GRADE 2

A Grade 2 position is described as follows:

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

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

(d) GRADE 3

A Grade 3 position is described as follows:

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

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

(e) GRADE 4

A Grade 4 position is described as follows:

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

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

(f) GRADE 5

A Grade 5 position is described as follows:

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

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

MAINTENANCE CLASSIFICATIONS

(a) Maintenance Supervisor

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

Typical Duties

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

(b) Maintenance Manager

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

Typical Duties

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

PHYSIOTHERAPY SERVICES

(a) Physiotherapy Aide Grade 1

An Employee engaged to perform designated tasks related to the provision of physiotherapy services. A physiotherapy aide will work under the supervision of a responsible physiotherapist. Indicative tasks an Employee may perform are as follows.

- providing assistance to residents with exercise or rehabilitation programs
- assisting in reporting on care plans and documenting in progress notes
- delivering self-care and rehabilitation equipment to the residents at home or in a hospital or clinic
- adjusting equipment to suit the resident's needs
- demonstrating the use of equipment to residents

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- lifting, transferring and generally assists in moving residents within the home.

(b) Physiotherapy Aide Grade 2

An Employee at this level will hold a qualification of Cert II or Cert III or equivalent qualification and will perform designated tasks related to the provision of physiotherapy services. A physiotherapy aide will work under the supervision of a responsible physiotherapist. Indicative tasks an Employee may perform are as follows.

- providing assistance to residents with exercise or prescribed rehabilitation programs
- assisting in monitoring and reporting on care plans and documenting in progress notes
- delivering self-care and rehabilitation equipment to the resident in the home
- adjusting equipment to suit the residents needs
- demonstrating the use of equipment to residents and their families or representatives
- lifting, transferring and generally assists in moving residents within the home.

(c) Physiotherapy Aide Grade 3

An Employee at this level will hold a qualification of Cert IV or equivalent qualification and will perform designated tasks related to the provision of physiotherapy services. A physiotherapy aide will work under the supervision of a responsible physiotherapist. Indicative tasks an Employee may perform are as follows.

- providing assistance to residents with exercise or rehabilitation programs
- assisting in developing, monitoring and reporting on care plans and documenting in progress notes
- delivering self-care and rehabilitation equipment to the resident at home
- adjusting equipment to suit the resident's needs
- demonstrating the use of equipment to residents and their families and or representatives
- lifting, transferring and generally assists in moving residents within their home places of treatment.

(d) Diversional Therapy Coordinator

An Employee holding a qualification (minimum Diploma or equivalent) in Diversional Therapy engaged to provide and manage the delivery of diversional program. Indicative tasks an Employee may perform are as follows.

- Formulate residents' care plans and document in progress notes
- plan and implement activities for individuals, small groups and large groups in the facility and Independent Living units and communicate this plan with allied health staff
- manage and coordinate staff and volunteers

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- Apply a diverse range of diversional strategies in program planning

(e) Lifestyle Support Worker (Level 1)

An Employee engaged to provide recreational and diversional programs. Indicative tasks an Employee may perform are as follows.

- Contribute to resident care plans
- Develop and implement lifestyle support plans
- Support the social interaction and cultural needs of the resident
- Monitor, review and modify lifestyle support programs against planned goals and objectives

(f) Lifestyle Support Worker (Level 2)

- An Employee holding a qualification (minimum Cert III or equivalent) and engaged to provide recreational and diversional programs
- Contribute to resident care plans
- Develop and implement lifestyle support plans
- Support the social interaction and cultural needs of the resident
- Monitor, review and modify lifestyle support programs against planned goals and objectives

(g) Lifestyle Support Worker (Level 3)

- An Employee holding a qualification (minimum Cert IV in Leisure and Lifestyle or equivalent) and engaged to provide recreational and diversional programs
- Contribute to resident care plans
- Develop and implement lifestyle support plans
- Support the social interaction and cultural needs of the resident
- Develop, review and modify lifestyle support programs against planned goals and objectives

PASTORAL CARE

(a) Pastoral Care Professional—level 1

This level is the entry level for new graduates who meet the requirement to practise as a pastoral care worker (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the Employer.

A pastoral care professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional

supervision from more senior members of the profession or pastoral care team when performing novel, complex, or critical tasks.

(b) Pastoral Care Professional—level 2

A pastoral care professional who has at least three years relevant experience following graduation at a tertiary level and works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or pastoral care team when performing novel, complex, or critical tasks.

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

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

(c) Pastoral Care Professional—level 3

A pastoral care professional at this level would be tertiary qualified and be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level pastoral care professionals will have additional responsibilities

An Employee at this level:

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

(d) Pastoral Care Professional—level 4

A pastoral care professional at this level would be tertiary qualified and applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline.

An Employee at this level:

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

HOMEMAKER CLASSIFICATIONS

(a) Grade 1

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

Typical Duties

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

(b) Grade 2

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

Typical Duties

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

APPENDIX 1 –WAGE RATE SCHEDULE

	Column 1	Column 2	Column 3
Classification	FFPPOA 1.7.19	FFPPOA 1.7.20	FFPPOA 1.7.21
Homemaker			
Grade 1	23.10	23.68	24.27
Grade 2	23.39	23.97	24.57
New Entrant Care Worker	21.35	21.88	22.43
Care Worker Grade 1	22.23	22.79	23.36
Care Worker Grade 2	23.10	23.68	24.27
Care Worker Grade 3	23.39	23.97	24.57
Care Worker Grade 4	24.24	24.85	25.47
Physiotherapy Aide			
Grade 1	23.77	24.36	24.97
Grade 2	24.97	25.59	26.23
Grade 3	27.50	28.19	28.89
Diversional Therapist Coordinator			
Year 1	28.36	29.07	29.80
Year 2	30.87	31.64	32.44
Lifestyle Support Worker			
Level 1	23.10	23.68	24.27
Level 2	26.28	26.94	27.61
Level 3	27.62	28.31	29.02
Clerical and Administrative			
Grade 1	24.36	24.97	25.60
Grade 2	25.81	26.45	27.12
Grade 3	27.30	27.98	28.68
Grade 4	28.53	29.24	29.97
Grade 5	29.84	30.58	31.35
Maintenance Supervisor			
Year 1	26.50	27.16	27.84
Year 2	30.35	31.11	31.89
Year 3	33.12	33.95	34.79
Maintenance Manager	38.75	39.71	40.71
Allowances			

Laundry Allowances (per week)	6.72	6.89	7.06
Uniform Allowances (per week)	8.07	8.27	8.48
Broken Shift (per shift)	8.80	9.02	9.25
Cleaning/Scraping Work			
- confined space (per hour)	0.66	0.67	0.69
- boiler, flue (per hour)	1.04	1.06	1.09
Linen handling - nauseous nature (per hour)	0.31	0.32	0.32
Laundry and Dry Cleaning Certificate Allowance (per week)	11.25	11.54	11.82
Special Type shoes allowance (per week)	2.49	2.55	2.62
Cardigan or Jumper allowance (per week)	2.40	2.46	2.52
On call (per 24hr period or part thereof)			
Weekdays	20.63	21.15	21.68
Saturday	20.63	21.15	21.68
Sundays and Public Holidays	41.18	42.21	43.27

PASTORAL CARE EMPLOYEES

Progression between all levels will be based on organisational requirements and the acquisition and demonstrated use of skills/competencies.

Progression through Pay Points

Progression within level 1

Employees will enter at the relevant pay point and then progress annually or, in the case of a part-time or casual employee, 1800 hours until they reach pay point 6.

Progression within levels 2 – 4

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point having regard to the acquisition and demonstrated use of skills/competencies, or in the case of a part-time or casual employee, 1800 hours of similar experience and demonstrated use of skills/competencies.

	Column 1	Column 2	Column 3
Pastoral Care Workers	FFPPOA 1.7.19	FFPPOA 1.7.20	FFPPOA 1.7.21
Level 1			
Pay point 1	24.52	25.14	25.77
Pay point 2	25.47	26.11	26.76
Pay point 3	26.59	27.26	27.94
Pay point 4	27.51	28.20	28.90
Pay point 5	29.97	30.72	31.49
Pay point 6	31.04	31.82	32.62
Level 2			
Pay point 1	31.21	31.99	32.79
Pay point 2	32.34	33.15	33.98
Pay point 3	33.58	34.42	35.28
Pay point 4	34.91	35.78	36.67
Level 3			
Pay point 1	36.43	37.34	38.28
Pay point 2	37.45	38.39	39.35
Pay point 3	38.25	39.21	40.19
Pay point 4	39.95	40.95	41.98
Pay Point 5	41.43	42.46	43.52
Level 4			
Pay point 1	44.10	45.21	46.34
Pay point 2	47.07	48.25	49.45
Pay point 3	51.18	52.46	53.77
Pay point 4	56.51	57.92	59.37

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2019/2989

Applicant:

Calvary Retirement Communities Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, David Izzard, Director of Human Resources, for Calvary Retirement Communities Limited ("the Company"), give the following undertakings with respect to the *Calvary Retirement Communities Limited (Calvary Retirement Community Canberra) Aged Care Employees Enterprise Agreement 2019* ("the Agreement"):

1. I have the authority given to me by the Company to provide this undertaking in relation to the application before the Fair Work Commission.

2. Clause 25(b) of the Agreement will be amended (as underlined):

In addition to the annual leave set out at clause 25(a), a full-time or part-time shiftworker (as defined herein) is entitled to an additional week of annual leave. A "shiftworker" for the purposes of this clause and the NES is an Employee who:

(i) *is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in clause 3; and/or*

(ii) *works for more than four ordinary hours on 10 or more weekends; and/or*

(iii) *in the case of a Pastoral Care Worker, is regularly rostered to work Sundays and public holidays.*

3. Clause 21(b) of the Agreement will be amended (as underlined):

(b) *For the purpose of this Agreement:*

(i) *Day shift shall mean a shift commencing at or after 6:00 am and finishing at or before 6:00 pm.*

(ii) *Afternoon shift shall mean a shift commencing at or after 12 noon and finishing after 6:00 pm or a shift performed by a full-time Employee commencing at or after 10:00 am and before 11:59 am, or a shift performed by a casual or part-time Employee commencing at or after 10:00 am and before 11:59 am and finishing after 6:00 pm.*

(iii) *Night shift shall mean a shift commencing after 6pm and which finishes before 7.30 am.*

4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

A handwritten signature in black ink, appearing to be 'D. J. ...', written over a horizontal line.

Signature

12-9-19

Date