



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Calvary Mary MacKillop Care SA Limited
(AG2018/2857)

CALVARY MARY MACKILLOP CARE, SA UNITED VOICE / ANMF SOUTH AUSTRALIAN BRANCH AGED CARE EMPLOYEES ENTERPRISE AGREEMENT 2018

Aged care industry

COMMISSIONER PLATT

ADELAIDE, 26 SEPTEMBER 2018

Application for approval of the Calvary Mary MacKillop Care SA United Voice / ANMF South Australian Branch Aged Care Employees Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the Calvary Mary MacKillop Care SA United Voice / ANMF South Australian Branch Aged Care Employees Enterprise Agreement 2018 (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Calvary Mary MacKillop Care SA Limited. The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 6 September 2018.

[3] On 13 September 2018, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Respondent to address these matters including the provision of an undertaking.

[4] The applicant has submitted an undertaking in the required form dated 25 September 2018. The undertaking deals with the following topics:

- For the purposes of A.3.4.2 of Appendix 3 of the Agreement, which relates to supported wage rates, the amount of “\$84.00” is deleted and replaced with “\$86.00”.
- For the purposes of clause 7.2.5 of the Agreement, which relates to personal carer’s leave, is replaced with the following:

“An employee may take paid personal/carer’s leave if the leave is taken to provide care or support to a member of the employee’s immediate family, or a member of the employee’s household, who requires care or support because of:

- (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.”
- For the purposes of clause 6.4.1, which relates to meal breaks, is amended to delete clause (c) to (e) inclusive and replaces sub clause (b) with the following:

“(b) Where an Employee:

- (i) is not allowed or unable to leave the premises during an unpaid break free of duty; or
- (ii) if an employee is interrupted to attend work during his or her meal break,

the Employee will be paid at overtime rates for all time worked from the commencement of that meal break until such time that a meal break free from duty is taken by the employee or the employee’s shift ends (whichever occurs first). Whilst payment will be calculated at overtime rates, the time worked until the meal break is taken will be regarded and count as an employee’s ordinary time.”

[5] A copy of the undertaking has been provided to the bargaining representatives and I have sought their views in accordance with s.190(4) of the Act. The bargaining representatives supported the undertaking.

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

[7] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days from the date of approval of the Agreement. The nominal expiry date is 30 June 2020.



COMMISSIONER

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CALVARY MARY MACKILLOP CARE
SA , UNITED VOICE / ANMF SOUTH
AUSTRALIAN BRANCH
AGED CARE EMPLOYEES
ENTERPRISE AGREEMENT

2018

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.

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By topic, the Agreement is arranged as follows:

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2. APPLICATION AND OPERATION OF AGREEMENT

2.1. TITLE AND TYPE OF AGREEMENT

This Agreement is titled Calvary Mary MacKillop Care SA United Voice / ANMF South Australian Branch Aged Care Employees Enterprise Agreement 2018.

2.2. COVERAGE

This Agreement covers:

- 2.2.1. Calvary Mary MacKillop Care SA Limited (ABN 83 052 973 387) (“**the Employer**”);
- 2.2.2. All employees who are engaged by the Employer in the classifications described in Appendix 2 of the Agreement (“**the Employee(s)**”); and
- 2.2.3. United Voice and the Australian Nursing and Midwifery Federation South Australian Branch if they have given notice to the Fair Work Commission as required under section 183 of the Act.

2.3. DATE AND PERIOD OF OPERATION

- 2.3.1. This Agreement will take effect from the seventh day after the date that the Fair Work Commission approves the Agreement and shall remain in force until 30 June 2020 and thereafter in accordance with the Fair Work Act 2009.
- 2.3.2. Renegotiation of this Agreement should commence no later than three (3) months prior to the expiration of this Agreement.

2.4. DEFINITIONS

- 2.4.1. “**Act**” means the *Fair Work Act 2009* (Cth), as amended from time to time.
- 2.4.2. **De facto partner** of an Employee:
 - (a) 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
 - (b) includes a former de facto partner of the Employee.
- 2.4.3. “**FWC**” means the Fair Work Commission.
- 2.4.4. “**IFA**” means Individual Flexibility Arrangement.
- 2.4.5. “**Immediate Family**” of an Employee means:
 - (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse

or de facto partner of the Employee.

- 2.4.6. **“Mutual Agreement”** means agreement between the Employer and an Employee as allowed for in this Agreement.
- 2.4.7. **“NES”** means the National Employment Standards contained in the Act as defined in the Act.
- 2.4.8. **Ordinary rate of pay** means the rate of pay set out in Appendix A as applicable to an Employee, as adjusted in accordance with clause 5.1, but does not include overtime, penalty rates, allowances, shift penalties, incentives, bonuses and other ancillary payments of a like nature.
- 2.4.9. **“Regulations”** mean the Fair Work Regulations 2009, as amended.
- 2.4.10. **Registered Health Practitioner** means a health practitioner registered, or licensed, as health practitioner (or as a health practitioner of a particular type) under *The National Health Practitioner Regulation National Law Act* of a State, Territory or the Commonwealth.
- 2.4.11. **“Rostered Day Off”** means a normal unpaid day off duty provided for in accordance with a roster.
- 2.4.12. **“Site”** means a residential aged care site operated by the Employer. **“Facility”** has the same meaning.
- 2.4.13. **Spouse** includes a former spouse.
- 2.4.14. **“Union”** means United Voice and/or the Australian Nursing and Midwifery Federation South Australian Branch (ANMF).
- 2.4.15. **“Weeks Pay”** means the ordinary time rate of pay for the Employee concerned as prescribed in Schedule 1.
- 2.4.16. **“Award”** means the Aged Care Award 2010, as amended from time to time.

2.5. CONTINUOUS SERVICE

2.5.1. Maintenance of Continuous Service

Except as otherwise indicated, service is deemed to be continuous despite:

- (a) Absence of the Employee from work in accordance with the Employee's contract of employment or any provision of this Agreement;
- (b) Absence of the Employee from work for any cause by leave of the Employer;
- (c) Absence from work on account of illness, disease or injury;
- (d) Absence with reasonable cause. Proof of such reasonable cause lies with the Employee;
- (e) Interruption or termination of the Employee's service by an act or omission of the Employer with the intention of avoiding any

obligation imposed by this Agreement, the Act or the Long Service Leave Act 1987 (SA);

- (f) Interruption or termination of the Employee's service arising directly or indirectly from an industrial dispute if the Employee returns to the service of the Employer in consequence of the settlement of the dispute or was re- employed by the Employer upon such settlement;
- (g) Transfer of the employment of an Employee from one Employer to a second Employer where the second Employer is the successor or assignee or transmittee of the first Employer's business. In this case, service with the first Employer is deemed to be service with the second Employer;
- (h) Interruption or termination of the Employee's service by the Employer for any reason other than those referred to in this clause if the worker returns to the service of the Employer within two months of the date on which the service was interrupted or terminated;
- (i) Any other absence from work for any reason other than those referred to in this clause unless written notice is given by the Employer that the absence from work is to be taken as breaking the Employee's continuity of service. Such notice must be given during the period of absence or not later than fourteen days after the end of the period of absence.

2.5.2. Calculation of Period of Service

Where an Employee's continuity of service is preserved under this clause, the period of absence from work is not to be taken into account in calculating the period of the Employee's service with the Employer except to the extent that the Employee receives or is entitled to receive pay for the period of absence.

2.5.3. Service with Two or More Corporations

Where an Employee has been employed by two or more corporations that are associated corporations, or by two or more corporations that are related bodies corporate within the meaning of Section 50 of the *Corporations Act 2001* (Cth), the service of the Employee with each such Corporation will be included in the calculation of the Employee's continuous service for the purposes of determining the Employee's entitlements pursuant to clauses 4.3- Termination of Employment and 4.4- Redundancy (Severance).

2.6. EXHIBITION OF AGREEMENT

- 2.6.1. The Employer will make a copy of this Agreement and the NES available to all staff covered by this Agreement.
- 2.6.2. Copies of this Agreement will either be placed in locations accessible to all staff covered by the Agreement or the Employer will provide access at the worksites by electronic means, or both. The NES will be made available to Employees by electronic means.

2.7. FLEXIBLE WORKING ARRANGEMENTS

2.7.1. The Employer and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

2.7.2. The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

2.7.3. The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

- 2.7.4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 2.7.5. The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

2.8. RELATIONSHIP TO THE NES

Entitlements in accordance with the NES are provided for under the *Fair Work Act 2009*. 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.

2.9. SAVINGS

- 2.9.1. A term of a contract of employment that is more beneficial to an Employee than the corresponding term of this Agreement is to prevail over the corresponding term of the Agreement.
- 2.9.2. It is a term of this Agreement that no Employee will receive a lesser rate of pay than the Aged Care Award 2010 for the Employee's equivalent classification as set out in this Agreement.

3. CONSULTATION AND DISPUTE PROCEDURES

3.1. CONSULTATION

- 3.1.1. This term applies if 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. This term also applies to roster changes stated in subclauses 3.1.2(b) and 3.1.4(c) below.
- 3.1.2. The employer must consult the employees to whom the Agreement applies about:
 - (a) a major workplace change that is likely to have a significant effect on the employee/s; or
 - (b) a change to their regular roster or ordinary hours of work.
- 3.1.3. The relevant employees may appoint a representative, which may be a representative from the United Voice and ANMF, 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.

- 3.1.4. As soon as practicable after making its decision, the employer must
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant employees and their appointed representative/s:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
 - (c) Subject to 3.1.4(a) and (b), for a change to the employees' regular roster or ordinary hours of work, the employer is required to:
 - (i) to provide information to the employee/s about the change; and
 - (ii) 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
 - (iii) to consider any views given by the employee/s about the impact of the change.

3.1.5. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

3.1.6. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses 3.1.2 and 3.1.4 are taken not to apply.

3.1.7. 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.

- 3.1.8. In this term, **relevant employees** means the employees who may be affected by the major change.

3.2. DISPUTE SETTLEMENT/RESOLUTION PROCEDURE

- 3.2.1. If a dispute relates to:
- (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 3.2.2. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 3.2.3. In the first instance, the parties to the dispute must try to resolve the dispute at the worksite level, by discussions between the Employee or Employees, accredited Union workplace delegate and relevant supervisors and/or site management. If that does not resolve the dispute, or there are compelling reasons why the dispute cannot be resolved at the worksite level, the matter may be referred to the Union and the Employer's senior management or representative.
- 3.2.4. If the dispute is still not resolved, a party to the dispute may refer the matter to the FWC.
- 3.2.5. The FWC may deal with the dispute in 2 stages:
- (a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore an appeal may be made against the decision.
- 3.2.6. While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:

- (i) the work is not safe; or
- (ii) applicable work health and safety legislation would not permit the work to be performed; or
- (iii) the work is not appropriate for the Employee to perform; or
- (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

3.2.7. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

3.3. EMPLOYEE REPRESENTATION

3.3.1. The employer must recognise each employee's right to representation of choice in connection with performance and disciplinary procedures, resolution of workplace disputes and grievances, and under the external dispute settlement procedure referred to in clause 3.2.

3.3.2. For the purposes of this clause the employer will recognise as a Union representative each employee notified in writing to it by the Union as an accredited work site representative but representation by the Union on behalf of a relevant employee is not limited to representation by an accredited worksite representative.

3.3.3. The employer will make provision for accredited worksite representatives to devote reasonable working time to:

- (a) be involved in the representation at the workplace level of relevant employees in respect of performance and disciplinary procedures, workplace disputes and grievances; and
- (b) participate in external dispute settlement procedures on behalf of relevant employees.

3.3.4. For the purpose of this clause "relevant employees" mean those employees who have chosen the Union or an accredited worksite representative to represent them.

3.4. RECOGNITION OF WORKSITE REPRESENTATIVES

3.4.1. An employee elected as a Union Worksite Representative will, upon notification to the employer, be recognised as an accredited representative of the Union. An accredited Worksite Representative is allowed reasonable time during working hours to interview and/or meet with the employer or the employer's representative on industrial matters affecting employees whom he or she represents.

3.4.2. Subject to the prior approval of the employer, a worksite representative will be allowed, at a place to be designated by the employer, a reasonable period of time during working hours to interview a duly accredited official from the Union, in accord with the provision of Part 3-4 of the Act.

3.5. TRADE UNION TRAINING LEAVE

- 3.5.1. Five full days per year will be allowed for an employee who is a member of the Union and elected as a Worksite Representative, to attend Trade Union Training. A minimum of fourteen (14) days notice will be given to the employer.
- 3.5.2. All applications for leave must be made in writing detailing:
- The name of the employee seeking leave
 - The period of time for which leave is sought
 - Title and description
 - The place or places where the said course will be held
- 3.5.3. At any one time, no more than one employee from each site operated by the employer may be on such leave.
- 3.5.4. Leave of Absence granted pursuant to this clause will count as service for all Purposes of this Agreement.
- 3.5.5. All employees on leave approved in accordance with this clause, will be paid the rates that they would otherwise have received for attending regularly rostered shifts.
- 3.5.6. Unless there are exceptional circumstances involved, the Employer may decline approval of such leave where an annual threshold of one employee per site, per union would be exceeded.
- 3.5.7. NOTICE BOARD
- (a) The employer will provide designated space on a notice board for the purpose of the Unions to post formal Union notices about matters pertaining to the employment relationship, including incidental, ancillary or machinery provisions and matters in connection with the operation and application of this Agreement.
 - (b) All such notices must be authorised by the relevant Union.
 - (c) Any notice deemed offensive by the employer may be removed.

4. EMPLOYMENT RELATIONSHIP

4.1. EMPLOYMENT CATEGORIES

The Employer must confirm in writing the category of employment for new Employees either before, at, or as soon as practicable after the commencement of employment. The category of employment must be one of the following:

- 4.1.1. Full-time Employee

A full-time Employee is employed on a permanent basis to work an average of 76 ordinary hours per fortnight.

4.1.2. Part-time Employee

A part-time Employee is employed on a permanent basis to work reasonably predictable hours of less than an average of 76 hours per fortnight. The following provisions apply to part-time Employees:

- (a) Employees hired as part-time Employees after the commencement of the operation of this Agreement will be advised in writing, prior to commencing employment, of a regular pattern of work including the number of hours to be worked each week, the days of the week the Employee will work and the starting and finishing times for each day. Any mutually agreed permanent variation to these arrangements will be recorded in writing.
- (b) Part-time employees must be rostered for no less than 18 ordinary hours per week, unless otherwise mutually agreed in writing.
- (c) Notwithstanding the overtime provisions prescribed at clause 6.3 of the Agreement, a part-time employee may agree to work in excess of their rostered ordinary hours at the ordinary time rate of pay, provided that all time worked by a part-time employee which exceeds 8 hours per shift or 10 hours on a night shift, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on 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.
- (d) No part-time employee shall be directed to work in excess of their rostered ordinary hours at the ordinary rate of pay.
- (e) where a Public Holiday falls within a part-time Employee's contracted hours, and the Employee is not required to work, the Employee will receive a payment as set out in clause 7.7.3.
- (f) service related entitlements for part-time Employees in lieu of notice or on account of redundancy will be calculated based on the part-time Employee's actual hours worked over the previous 12 months, or from commencement of employment for those Employees that have worked less than 12 months.

4.1.3. Casual Employee

A casual Employee:

- (a) is an Employee who is not employed on a permanent basis but rather the hours of work and employment are subject to the Employee's availability to work and the Employer's need for the Employee's services. There is no obligation on the Employer to provide the Employee work regardless of the Employee's length of service or regularity of engagement.
- (b) is employed by the hour and each period of engagement stands

alone.

- (c) is not entitled to any paid leave entitlements (other than long service leave subject to meeting the required eligibility conditions), payment for Public Holidays not worked, notice on termination and severance pay.
- (d) must receive, in addition to the ordinary hourly rate of pay, a casual loading of 25%.
- (e) the Employee is entitled to unpaid Carer's Leave and, if eligible parental leave (see Leave provisions).
- (f) may have their employment terminated by either party providing one (1) hour's notice. This does not affect the right of the Employer to dismiss the Employee without notice for misconduct or other lawful cause that justifies summary dismissal.
- (g) Where a casual Employee is required by the Employer to work in excess of 76 hours in a fortnight the casual Employee will be paid for such excess hours at the rate of time and a half the ordinary rate of pay for the first two hours and double time the ordinary rate of pay thereafter. Where such overtime is worked on a Saturday or Sunday the payment shall be at the rate of double time the ordinary rate of pay and on a public holiday at the rate of double time and a half the ordinary rate of pay.

4.1.4. 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 sick leave), has the right to request conversion to permanent employment. The Employer may consent to or refuse the request, however the request will not be unreasonably refused by the Employer. The request will be refused where the hours are worked as a result of a casual employee covering absences of permanent Employees that are expected to return to work or fluctuations in occupancy/ resident care requirements.

4.1.5. Maximum Term Employee

A maximum term Employee is employed to work for a maximum period of time or for a specific project/event of finite duration, either on a part-time or a full-time basis.

4.2. REGULARITY OF HOURS

For the purposes of determining the regularity of hours as it affects the employment category in 4.1 above, the following arrangements will apply:

4.2.1. Considerations for Determining Regularity of Hours

In determining regularity of hours:

- (a) Hours worked to temporarily fill, on a relief basis, hours otherwise permanently allocated to other staff do not compel the Employer to make a permanent change to the Employee's contract of employment.
- (b) Additional hours worked to address occasional requirements that are not otherwise rostered hours are not considered regular hours and will not affect employment categories, whether or not the additional hours worked are paid as overtime.
- (c) A permanent part-time Employee may apply for additional permanent shifts regardless of the regularity of hours but this does not compel the Employer to agree.

4.2.2. Disputes about this Clause

Disputes about this clause are subject to the Dispute Settling Procedures at clause 3.2 of this Agreement.

4.3. TERMINATION OF EMPLOYMENT

4.3.1. Notice of Termination by Employer

- (a) In order to terminate the employment of an Employee, the Employer must give the Employee the following notice:

Period of continuous service	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (b) In addition to the notice in 4.3.1(a), Employees over 45 years of age at the time of the giving of notice, with not less than 2 years continuous service, are entitled to additional notice of one week.
- (c) Payment at the full rate of pay for the hours that the Employee would have worked, in lieu of the notice prescribed in 4.3.1(a), and/or 4.3.1(b) must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.
- (d) In calculating any payment in lieu of notice, the Employer must pay at least the amount the Employer would have been liable to pay to the Employee at the full rate of pay for the hours the Employee would have worked had the employment continued until the end of the minimum period of notice.
- (e) Notice may be given at any time provided that the termination of the employment takes effect at the end of a day's work or by

the payment or forfeiture (as the case may be) of the salary making up the notice period.

- (f) The period of notice in this clause does not apply in the case of:
- (i) an Employee employed for a specified period of time, for a specified task, or for the duration of a specified season;
 - (ii) an Employee whose employment is terminated because of serious misconduct;
 - (iii) a casual Employee
 - (iv) an Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.
 - (v) An Employee prescribed by the Regulations as an Employee to whom these provisions do not apply.

4.3.2. Time Off During Notice Period

Where an Employer has given notice of termination to an Employee, the Employee is entitled to up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

4.3.3. Payment In Lieu

If an Employer makes payment in lieu for all or any of the periods of notice prescribed, the period for which such payment is made must be treated as service with the Employer for the purposes of computing any service related entitlement of the Employee.

4.3.4. Notice of Termination by Employee

The notice of termination required to be given by an Employee is the same as that required of an Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned. If an Employee fails to give the required notice the Employer may withhold from any monies due to the Employee on termination under this Agreement, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee, subject to the requirements of s.341(1)(b).

4.3.5. Transfer of Business

Where a business is transferred from one Employer to another, as set out in clause 4.4 – Redundancy (Severance), the period of continuous service that the Employee had with the existing Employer or any prior Employer is deemed to be service with the new Employer

and taken into account when calculating notice of termination. However, an Employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

4.4. REDUNDANCY (SEVERANCE)

4.4.1. Definition

Redundancy in this clause means the loss of employment due to the Employer no longer requiring the job the Employee has been doing to be performed by anyone, and redundant has a corresponding meaning.

4.4.2. Exclusions

- (a) This clause does not apply to Employees with less than one year's continuous service. The general obligation of Employers should be no more than to give such Employees and their chosen representatives, including the Union, an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as must be reasonable to facilitate the obtaining by such Employees of suitable alternative employment.
- (b) This clause does not apply where employment is terminated as a consequence of conduct that at common law 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.

4.4.3. Period of Notice of Termination on Redundancy

- (a) If the services of an Employee are to be terminated due to redundancy the Employee must be given notice of termination as prescribed by clause 4.3 - Termination of Employment.
- (b) Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the Employer of automation or other like technological changes in the industry in relation to which the Employer is engaged must be given not less than three months notice of termination.
- (c) Should the Employer fail to give notice of termination as required in clauses 4.3.1(a) or 4.3.1(b) the Employer must pay to that Employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with the Employer for the purposes of the *Long Service Leave Act 1987 (SA)* as amended.

4.4.4. Time Off During Notice Period

- (a) During the period of notice of termination given by the Employer, an Employee is entitled to up to one day off without loss of pay during each week of notice for the purpose of seeking other

employment.

- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview. If such proof is not produced the Employee is not entitled to receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.4.5. Severance Pay

In addition to the period of notice prescribed for termination in clause 4.3 - Termination of Employment, an Employee whose employment is terminated by reason of redundancy is entitled to the following amounts of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
At least 1 year but less than 2	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years	16 weeks

4.4.6. Incapacity to Pay

The Employer may make application to the FWC for an order to have the severance pay prescription varied on the basis of the Employer's incapacity to pay.

4.4.7. Alternative Employment

The Employer may make application to the FWC to have the severance pay prescription varied if the Employer obtains acceptable alternative employment for an Employee.

4.4.8. Written Notice

The Employer must, as soon as practicable, but prior to the termination of the Employee's employment, give to the Employee a written notice containing, among other things, the following:

- (a) The date and time of the proposed termination of the Employee's employment.
- (b) Details of the monetary entitlements of the Employee upon the termination of the Employee's employment including the manner

and method by which those entitlements have been calculated.

- (c) Advice as to the entitlement of the Employee to assistance from the Employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment.
- (d) Advice as to the entitlements of the Employee should the Employee terminate employment during the period of notice.

4.4.9. Transfer to Lower Paid Duties

Where an Employee whose job has become redundant accepts an offer of alternative work by the Employer the rate of pay for which is less than the rate of pay for the former position, the Employee is entitled to the same period of notice of the date of commencement of work in the new position as if the Employee's employment had been terminated. The Employer may pay in lieu thereof an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

4.4.10. Employee Leaving During Notice

An Employee whose employment is terminated on account of redundancy may terminate employment during the period of notice. In this case the Employee is entitled to the same benefits and payments under this clause as if remaining with the Employer until the expiry of such notice. In such circumstances the Employee is not entitled to payment in lieu of notice not worked.

4.4.11. Employer to Notify Centrelink of Proposed Termination in Certain Cases

This section applies if the Employer decides to terminate the employment of 15 or more Employees for reason of an economic, technological, structural or similar nature, or for reasons including such reasons as prescribed by section 530 of the Act.

- (a) As soon as practicable after so deciding and before terminating an Employee's employment because of the decision, the Employer must give to Centrelink, a written notice prescribed by the Act and Regulations of the intended terminations, that set out:
 - (i) the reasons for the terminations; and
 - (ii) the number and categories of Employees likely to be affected; and
 - (iii) the time when, or the period over which, the Employer intends to carry out the terminations.

4.4.12. Transfer of Business

- (a) The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transferred from an Employer (“**the old Employer**”) to another Employer (in this sub clause called “**the new Employer**”), in any of the following circumstances:
- (i) Where the Employee accepts employment with the new Employer which recognises the period of continuous service which the Employee had with the old Employer and any prior Employer to be continuous service of the Employee with the new Employer; or
 - (ii) Where the Employee rejects an offer of employment with the new Employer:
 - In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transferor; and
 - Which recognises the period of continuous service which the Employee had with the old Employer and any prior Employer to be continuous service of the Employee with the new Employer.
- (b) Clause 4.4.12(a)(ii) will not be relied on if it would operate unfairly in a particular case.

5. RATES OF PAY AND RELATED MATTERS

5.1. WAGES

5.1.1. The current ordinary rates of pay set out at Appendix A applying to each Employee to whom this Agreement applies will be increased as follows:

- (a) 2.5% from the first full pay period on or after 1 July 2017;
- (b) 2.5% from the first full pay period on or after 1 July 2018;
- (c) 2.5% from the first full pay period on or after 1 July 2019.

5.1.2. The ordinary rates of pay as increased by this Agreement are set out at Appendix 1

5.2. CLASSIFICATION STRUCTURE

5.2.1. Classification Definitions

Appendix 2 sets out the classification definitions to be applied to the wage levels at Appendix 1.

5.2.2. Hours Worked

Where the classification definitions prescribe for advancement after 1560 hours, no Employee will advance earlier than 12 months from the commencement of those hours.

5.3. PAYMENT OF WAGES

- 5.3.1. Payment of wages will be by electronic transfer into the employee's nominated financial institution account at the end of each fortnightly pay period.
- 5.3.2. On or prior to pay day the Employer shall provide to each Employee, particulars in writing accessible electronically, setting out full details of the wages the employee is entitled to.
- 5.3.3. Wherever practicable such payment shall 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.

5.4. ALLOWANCES

5.4.1. Adjustment of Allowances

The methods for adjusting allowances in this Agreement are in accordance with the percentage wage adjustments set out at Clause – Wages.

5.4.2. Leading Hand Allowance

- (a) A leading hand is an Employee who is placed in charge of not less than two other Employees of a substantially similar classification, but does not include any Employee whose classification denotes supervisory responsibility.
- (b) A leading hand will be paid a weekly allowance of the amount specified by the item number in accordance with the following scale as set out in Appendix 1:

Leading hand in charge of:

2-5 other Employees

6-10 other Employees

11-15 other Employees

16 or more other Employees

- (c) This allowance will be part of wages for all purposes of this Agreement.

- (d) An Employee who works less than an average of 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.
- (e) The role of leading hand will be by way of written appointment by the Employer.

5.4.3. Tool Allowance

A tool allowance as set out in Appendix 1 per week for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by the Employer.

5.4.4. Clothing and Equipment Allowance

- (a) Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to Employees.
- (b) Such items are to remain the property of the Employer
- (c) Instead of the provision of such uniforms, the Employer may, by agreement with the Employee, pay such Employee a uniform allowance at the rate as set out in Appendix 1 per shift or part thereof on duty or an allowance as set out in Appendix 1 per week, whichever is the lesser amount.
- (d) The Employee will be paid a laundry allowance as set out in Appendix 1 per shift or part thereof on duty or an allowance as set out in Appendix 1 per week, whichever is the lesser amount.
- (e) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- (f) Where an Employer requires an Employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an Employee, the Employer must reimburse the Employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the Employer.

5.4.5. Travelling, Transport and Fares

- (a) Employees required to travel on the Employer's business must be supplied with a vehicle by the Employer. However, where the Employer's vehicle is not available the Employees are required and authorised to use their own vehicle, the Employer must pay to the Employee a vehicle allowance as set out in Appendix 1 per kilometre.

- (b) An Employee required to travel by other means in connection with their work must be reimbursed all reasonable travelling expenses so incurred, but, where an Employee is required to travel by air transport the Employer must provide an air fare to the Employee prior to departure.
- (c) An Employee required to travel intra or interstate on official business must be reimbursed the cost of reasonable board, lodgings, meals and fares. Reasonable proof of reasonable costs so incurred is to be provided by the Employee to the Employer.

5.4.6. Nauseous Work Allowance

An allowance of 0.05% of the Level 6 Weekly rate per hour or part thereof will be paid to an Employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such Employee in such classification. Any Employee who is entitled to be paid an allowance will be paid a minimum sum of 0.27% of the Level 6 weekly rate for work performed in any week.

5.4.7. Meal Allowance

- (a) An Employee will be supplied with an adequate meal where the Employer has adequate cooking and dining facilities or be paid a Meal Allowance 'A' as set out in Appendix 1 in addition to any overtime payment as follows:
 - (i) When required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.
 - (ii) Provided that where such overtime work exceeds four hours a further Meal Allowance 'B' as set out in Appendix 1 will be paid.
- (b) Clause 5.4.7(a) will not apply when an Employee could reasonably return home for a meal within the meal break.
- (c) On request the meal allowance will be paid on the same day as overtime is worked.

5.4.8. Equal Opportunity Officer Allowance

- (a) An employee formally appointed as an Equal Opportunity Officer will be paid an amount as set out in Appendix 1 each week.

5.5. HIGHER DUTIES

Employees engaged in any duties carrying a higher wage rate and any applicable allowance than the classification in which they are ordinarily employed in any one day or shift will be paid the higher wage rate for:

- 5.5.1. the time so worked for two hours or less; or
- 5.5.2. a full day shift where the time so worked exceeds two hours.

5.6. OCCUPATIONAL SUPERANNUATION

- 5.6.1. The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- 5.6.2. “The Fund” for the purpose of this Agreement shall mean:
 - (a) 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
 - (b) An employee may nominate an alternate complying fund to those provided at subclause 5.6.2(a) above.
- 5.6.3. 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 the Superannuation Guarantee Charge Act 1992.
- 5.6.4. Upon commencement of employment, the Employer shall provide each Employee with Superannuation Choice Election form for their preferred fund and shall forward the completed application form for the worker’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 (“the Default Fund). The Default Fund offers a MySuper product.
- 5.6.5. Superannuation fund payments will be made in accordance with trust fund deeds.
- 5.6.6. Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

5.7. SALARY SACRIFICE ARRANGEMENTS

- 5.7.1. The Employer offers salary sacrifice arrangements that Employees may apply to participate in. An Employee may not be compelled to participate.
- 5.7.2. Acceptance of an Employee’s application for deductions under the Employer’s salary sacrifice arrangements is subject to the Employee’s regularity of employment and pay being sufficient to cover such deductions, as determined by the Employer.
- 5.7.3. Participation in the salary sacrifice scheme is subject to the rules of that scheme, as may be varied as per the terms and conditions of the scheme, including in the event that the Employer’s salary sacrifice

provider changes.

- 5.7.4. Each payment made on behalf of an Employee under salary sacrifice arrangements, or any variation to those payments, must be subject to a written election by the Employee.
- 5.7.5. The calculation of all pay rates, penalties, loadings, allowances and occupational superannuation contributions will be based on the Employee's gross rate of pay prior to the deduction of salary sacrifice payments.
- 5.7.6. The salary sacrifice arrangements currently in place reflect the Employer's current Fringe Benefits Tax exemption. If this exemption varies or is withdrawn, the Employer may cease all salary sacrifice arrangements.
- 5.7.7. The Employer may immediately cease making payments on behalf of an Employee in the event that the Employee's income is determined by the Employer as being insufficient to cover those payments, for example through a variation or unpredictability of hours worked or a period of leave without pay. The Employer will take reasonable steps to consult an Employee prior to implementing a cessation of payments.
- 5.7.8. If an Employee's employment ceases for any reason, the Employee is taken to agree to the deduction from any payments otherwise due to the Employee, for any over expenditure of payments made on his or her behalf.
- 5.7.9. An Employee may withdraw his or her authorisation of a salary sacrifice at any time, as per the terms and conditions of the scheme in place.

6. HOURS OF WORK, SHIFT WORK, OVERTIME AND MEAL BREAKS

6.1. ORDINARY HOURS OF WORK

- 6.1.1. The maximum ordinary rostered hours of work are an average of 76 per fortnight. Ordinary hours of day work will be between 6.00am and 6.00pm Monday to Friday.
- 6.1.2. A shiftworker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours defined in clause 6.1.1.
- 6.1.3. **Maximum Shift Lengths**
Rostered shifts must not exceed eight hours in length, apart from night shifts, which must not exceed ten hours.
- 6.1.4. **Minimum Shifts and Engagements**
 - (a) Full-time Employees will be rostered for a minimum four hours per shift.
 - (b) Permanent part-time and casual Employees will be rostered or

engaged for a minimum period of two hours.

- (c) Payment for training or staff meetings will be a minimum of two hours.

6.1.5. Rosters

- (a) The ordinary hours of work for each Employee must be displayed on a roster in a place conveniently accessible to Employees at least 14 days before the commencement of the day on which the roster commences.
- (b) The objective is that any issues that Employees have with the roster posted should be advised to the Employer and resolved prior to seven days of the roster commencing. Changes to the roster by the Employer require seven days' notice except under (c), (d) and (f) below.
- (c) A roster may however, be altered at any time to enable the service of the Facility to be carried on in an emergency or when another Employee is absent from duty.
- (d) Employees may arrange between them to 'swap' shifts subject to the arrangement being approved by the Employer, preferably within the time frame referred to at (b) above. The written format for this process and associated procedures will be determined at each site, as may be varied from time to time.
- (e) Every Employee is entitled to four full days off duty per fortnight. Where practicable, each two days off must be consecutive, except by mutual agreement.
- (f) No notice of change of roster is required when agreement exists between the Employer and Employee as to the change.

6.1.6. Minimum Interval Between Shifts

An Employee must have at least eight hours free from duty between the completion of one rostered shift and the commencement of the next rostered shift. Where the ordinary hours of work on a rostered shift have exceeded eight hours, the period free from duty must be at least equal to the number of ordinary hours of the shift being worked concurrently with the period free from duty. In the event this does not occur the applicable overtime is required to be paid.

6.1.7. Changed Duty

An Employee changing from night duty to day duty or from day duty to night duty must be free from duty during the next twenty hours immediately preceding the commencement of the changed duty. This sub clause does not apply if the Employee is required to perform duty to enable the services of the Facility to be carried out in an emergency or when another Employee is absent from duty.

6.2. SHIFTWORK

6.2.1. Penalty Rates for Afternoon and Night Shift

- (a) For the purpose of this clause afternoon and/or night shift means a rostered shift which commences not earlier than 12 noon and finishes not later than 8.00am.
- (b) An employee whilst working on an afternoon or night shift from Monday to Friday inclusive, except on a public holiday, must for such shift be paid an additional payment calculate at the rate of 15 percent of the appropriate ordinary rate of pay.
- (c) The additional payment prescribed by this clause is not part of the employee's ordinary rate of pay.

6.2.2. Saturday and Sunday Work

- (a) For ordinary time (i.e. not overtime) worked between 12 midnight Friday and 12 midnight on the following Saturday, the penalty rate is 50% of the ordinary rate of pay.
- (b) For ordinary time worked between 12 midnight on Saturday and midnight on Sunday, the penalty rate is 75% of the ordinary rate of pay.
- (c) These extra rates will be in substitution for and not cumulative upon the shift penalty prescribed in clause 6.2.1.

6.2.3. Calculation of Penalty Rates

- (a) The penalty rates in clauses 6.2.1 and 6.2.2 above are paid as a penalty rate calculated on the ordinary rate of pay, but do not form part of the ordinary rate of pay.
- (b) For casual Employees, penalty rates set out at:
 - (i) 6.2.2 are in substitution for and not cumulative upon the casual loading (refer clause 4.1.3(d));
 - (ii) 6.2.1 will be paid in addition to the casual loading, ie: for an afternoon shift a casual will receive a 15% afternoon shift penalty calculated on the ordinary rate of pay plus a casual loading of 25% calculated on the ordinary rate of pay.

6.2.4. Broken Shifts

- (a) Broken shift for the purposes of this clause means a shift worked by an Employee that includes breaks (other than a meal break) totaling not more than four hours and where the span of hours is not more than 12 hours.
- (b) A broken shift may be worked where there is mutual agreement between the Employer and Employee to work the broken shift.
- (c) Payment for each component of the broken shift must include the shift penalty rate that would have applied to either component of the broken shift under clauses 6.2.1- 6.2.3 above.

- (d) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (e) An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

6.2.5. Daylight Saving

Employees will be paid at ordinary time rates (ie base rate and Sunday penalty rate) for the extra hour worked in the month that Daylight Saving ceases and have the option to either work an extra hour or to take one hour leave without pay in the month that Daylight Saving commences, such that it will be of no additional cost to the Employer.

6.3. OVERTIME

6.3.1. Reasonable Overtime

- (a) Subject to sub-clause 6.3.1(b), an Employer may require an Employee to work reasonable overtime at the overtime rates set out in sub-clause 6.3.2.
- (b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
 - (i) any risk to Employee health and safety;
 - (ii) the Employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the facility;
 - (iv) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it;
 - (v) whether any of the additional hours are on a Public Holiday; and
 - (vi) any other relevant matter.

6.3.2. Payment for Overtime

(a) Full-time Employees

Full-time Employees are paid the following rates for all authorised work done in addition to their rostered ordinary hours on any day, with each day standing alone.

- (i) Monday-Friday at the rate of time and a half the ordinary rate of pay for the first two hours and double time the ordinary rate of pay thereafter;
- (ii) Saturday or Sunday at the rate of double time the

ordinary rate of pay;

- (iii) Public Holidays at the rate of double time and a half the ordinary rate of pay.
 - (iv) Overtime rates under this clause will be in substitution for and not cumulative upon the shift penalties prescribed in clause 6.2.2 and 6.2.1.
- (b) Part-time and Casual Employees

Part-time and casual Employees are paid for all time worked in excess of 76 ordinary hours per fortnight at the rate of time and a half the ordinary rate of pay for the first two hours and double time the ordinary rate of pay thereafter, provided that:

- (i) For Saturdays and Sundays any overtime will be paid at the rate of double time the ordinary rate of pay.
 - (ii) For Public Holidays any overtime will be paid at the rate of double-time and a half the ordinary rate of pay.
 - (iii) All time worked in a day or shift by a part-time Employee in excess of 8 hours (or 10 hours on a night shift), or by a casual Employee, in excess of 10 hours, will be paid at the rate of time and a half the ordinary rate of pay for the first two hours and double time the ordinary rate of pay thereafter unless (b)(i) or (ii) above apply.
 - (iv) Any overtime paid in accordance with (b)(i) or (ii) or (iii) above will not count towards the 76 ordinary hours threshold in this clause.
 - (v) Any time worked in excess of rostered hours for part-time Employees that does not attract overtime rates subject to 4.1.2 (c), will be paid at the Employee's ordinary rate of pay plus any applicable shift penalty rates, and will accrue leave as specified in clause 4.1.2(e) of this Agreement.
 - (vi) Any time worked under (v) above will not be a requirement as specified at clause 6.3.1(a) above, nor will an Employee have to rely on the considerations at 6.3.1(b) for refusing any such additional hours.
- (c) Time Off Instead of Payment for Overtime

By mutual agreement, a full time or a part-time Employee may be compensated by way of time off instead of payment of overtime (time for time) on the following basis:

- (i) Time off instead of payment for overtime must be taken at ordinary rates within three months of it being accrued.
- (ii) Where it is not possible for an Employee to take the time off instead of payment for overtime within the three

month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.

- (iii) An Employee cannot be compelled to take time off instead of receiving overtime payments.
- (iv) On the termination of the Employee's employment, any accrued untaken time off in lieu will be paid out by the Employer on termination.

6.3.3. Recall to Work

- (a) An Employee who is recalled to work overtime after leaving the Employee's place of employment to enable the services to be carried on in an emergency or due to another Employee being absent from duty, must be paid for a minimum of four hours work at the appropriate rate for the time so recalled. However, an Employee must not be required to work the full four hours in the event of the emergency ceasing to exist or in the event of the absent rostered Employee or a substitute reporting for duty.
- (b) Clause 6.3.3(a) does not apply when overtime is continuous (subject to a reasonable meal break) with completion or commencement of ordinary working time.
- (c) An Employee recalled to work overtime after leaving the Employer's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time will be counted as time worked.

6.3.4. Rest Period After Overtime

- (a) Employees (other than casual Employees) who work so much overtime between the termination of their ordinary work one day and the commencement of their ordinary work on the next day, that they have not had at least ten consecutive hours off duty between those times, will be released after completion of such overtime, until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the Employer, Employees resume or continue to work without having ten consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The Employees will then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

6.3.5. Overtime Meal Allowance

- (a) An Employee will be supplied with an adequate meal where the Employer has adequate cooking and dining facilities or be paid

a Meal Allowance 'A' as set out in Appendix 1 in addition to any overtime payment as follows:

- (i) When required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.
 - (ii) Provided that where such overtime work exceeds four hours a further Meal Allowance 'B' as set out in Appendix 1 will be paid.
- (b) Clause 6.3.5(a) will not apply when an Employee could reasonably return home for a meal within the meal break.
 - (c) On request the meal allowance will be paid on the same day as overtime is worked.

6.4. BREAKS

6.4.1. Meal Breaks

- (a) An Employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (b) Where an Employee
 - (i) is not allowed or unable to leave the premises during an unpaid meal break free of duty; or
 - (ii) If an Employee is interrupted to attend work during his or her meal break,

that time will, at the Employer's election, be made up to the Employee as an extended break or paid as an allowance.

- (c) The following allowances will apply:

Monday to Friday: \$8.17/half hour of the break

Weekend & Public Holiday: \$10.65/half hour of the break

- (d) Should both these events occur during the same shift the applicable allowance will be paid twice.
- (e) Should an employee be unable to complete their break after an interruption, they will be paid overtime rates from the commencement of their scheduled break until the end of their shift.

6.4.2. Tea Breaks

- (a) Every Employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the Employee and Employer.

- (b) Subject to agreement between the Employer and Employee, where two 10 minute breaks are involved, such breaks may alternatively be taken as one 20 minute tea break
- (c) Tea breaks will count as time worked.

7. TYPES OF LEAVE AND PUBLIC HOLIDAYS

7.1. ANNUAL LEAVE

Annual leave is provided for in the NES. This clause contains additional provisions.

7.1.1. Entitlement to Annual Leave

- (a) Under the NES, Employees are entitled to four weeks of annual leave per year, accruing progressively.
- (b) For the purpose of the additional week's annual leave provided by the NES, a shiftworker is defined as an Employee who:
 - (i) is rostered outside of the hours 6am-6pm, Monday-Friday; and/or
 - (ii) who works more than four ordinary hours on 10 or more weekends.
- (c) To be clear, a shiftworker will be entitled to five weeks of annual leave

7.1.2. Payment must not be made or accepted in lieu of taking annual leave except in the case of termination of employment, or in the event of a "cashing out" agreement compliant with clause 7.1.9 below.

7.1.3. Annual Leave Exclusive of Public Holidays

- (a) The annual leave prescribed by this clause is exclusive of any Public Holiday prescribed in clause 7.7. If any such holiday falls within an Employee's period of annual leave, the period of leave will be increased by one day for each Public Holiday, if the holiday is observed on a day which the Employee would have normally been working.
- (b) The Employee may elect to extend his or her period of leave by one day, or have the holiday paid as a normal working day (if it is a day on which the Employee would have been rostered).

7.1.4. Part-time Employees – Accrual of Annual Leave

- (a) Part-time Employees will accrue annual leave based on actual hours worked (excluding overtime) proportionate to the full-time entitlement.
- (b) Actual time off is based on the Employee's contracted fortnightly hours. For example, a part-time Employee contracted for 30

hours per fortnight may take two weeks off but will be paid a maximum of 30 hours for that fortnight.

- (c) Where a part-time Employee has been regularly working additional hours, he or she may request leave based on average hours worked over the previous 12 months.

7.1.5. Time of Taking Annual Leave

- (a) An Employee must provide the Employer with four weeks' notice of the date from which the Employee proposes to commence his or her annual leave, unless otherwise mutually agreed upon between the parties concerned.
- (b) Paid annual leave may be taken for a period agreed between an Employee and the Employer, provided that the Employee complies with the Employer's notification and approval requirements. The Employer will not unreasonably refuse to agree to a request by the Employee to take paid annual leave. Notwithstanding the provisions of this subclause, the Employer may direct an employee to take a period of annual leave in accordance with subclause (c).
- (c) Annual leave shall be given at a time fixed by the Employer after a period not exceeding 12 months from the date when the right to annual leave accrued (ie: accrued annual leave for a total period of 24 months) and after not less than eight weeks' and not more than 12 months' notice to the employee, provided:
 - (i) the Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than six weeks within a period of six months (**leave reduction plan**);
 - (ii) the Employer will not unreasonably refuse to agree to an Employee's annual leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee.
 - (iii) the Employee cannot be directed to take annual leave where such direction would result in the Employee being directed to reduce the accrued leave to less than six weeks.

7.1.6. Payment for Annual Leave

- (a) Where a period of annual leave is approved in advance and crosses into another pay cycle or cycles, before going on annual leave Employees may request to be paid their annual leave entitlements in advance on the first payday falling within the period of leave.
- (b) The following payments, where applicable, will be included in determining the amounts payable for annual leave:
 - (i) The rate of pay provided by this Agreement for the appropriate classification of the Employee.

- (ii) Clothing and equipment allowance.
- (iii) Other payments to which the Employee is entitled in accordance with a contract of employment for ordinary hours of work other than:
 - travelling or board allowance;
 - overtime;
 - reimbursement of expenses;
 - vehicle allowance.

7.1.7. Annual Leave Loading

An Employee is also entitled to payment of a loading as follows:

- (a) In addition to their ordinary pay, Employees, other than shiftworkers (as defined at clause 7.1.1(b) of this Agreement), will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum.
- (b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - (i) an annual leave loading of 17.5% of ordinary pay; or
 - (ii) the weekend and shift penalties the Employees would have received had they not been on leave during the relevant period.
- (c) Annual leave loading payment is payable on leave accrued in accordance with clause 7.1.4.

7.1.8. Payment of Annual Leave Entitlements on Termination

- (a) On termination of employment payment for accrued but unused annual leave and loading must be made to the Employee.
- (b) The monetary equivalent of annual leave and loading due to an Employee at the time of the Employee's death, may be paid to his or her legal or personal representative. Payment in terms of this sub-clause is subject to the provisions of the *Administration and Probate Act 1919 (SA)*.

7.1.9. Cashing Out of Annual Leave

- (a) Accrued annual leave cannot be cashed out if it will result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (b) Employees 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.
- (c) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and Employee.

- (d) To be clear, leave loading is also payable, as calculated in either clause 7.1.7(a) or (b) above, as applicable.

7.2. PERSONAL LEAVE (SICK LEAVE AND CARER'S LEAVE)

The provisions of clauses 7.2.1 to 7.2.8 apply to full-time and part-time Employees. The entitlements of casual Employees are set out in clause 7.2.9.

7.2.1. Definitions

For the purposes of clause 7.2 and 7.3, the term **immediate family** is defined at Clause 2.4.5.

7.2.2. Amount of Paid Personal Leave

- (a) Paid personal leave will be available to Employees, other than casual Employees, when they are absent:
- (i) due to personal illness or injury; or
 - (ii) for the purposes of providing care or support for an immediate family or household member who is ill or injured and requires the Employee's care or support or who requires the Employee's care or support due to an unexpected emergency.
- (b) 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
- (i) Full-time Employees accrue personal leave to a maximum of 10 days per year.
 - (ii) Part-time Employees are entitled to a pro rata amount of the full time entitlement to paid personal leave set out in clause (b)(i) calculated on a pro rata basis according to the Employee's ordinary hours of work.
- (c) An Employee's personal leave continues to accumulate from year to year and any personal leave taken by the Employee is deducted from the Employee's personal leave credit.

7.2.3. Payment for Personal Leave

For an approved period of paid personal/carer's leave, the Employer will pay the Employee at the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period.
This does not include penalties.

7.2.4. Personal leave for personal injury or sickness

An Employee is entitled to use up to the full accrued entitlement of his or her personal leave for the purposes of personal illness or injury, or

for caring purposes subject to the conditions set out in this clause.

7.2.5. Personal Leave to Care for an Immediate Family or Household Member

- (a) Subject to 7.2.5(b) a full-time Employee is entitled to use accrued personal carer's leave to provide care or support for members of his or her immediate family or household who are ill or injured and require care or support, or who require care or support due to an unexpected emergency.
- (b) The entitlement in 7.2.5(a) is subject to the Employee being responsible for the care or support of the person concerned. In normal circumstances an Employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person and the evidentiary provisions at 7.2.7 may be applied.

7.2.6. Employee Must Give Notice

- (a) Employees must inform the Employer as soon as reasonably practicable of their inability to attend for duty and as far as practicable state the estimated duration of the absence and the reasons for taking such leave. If it is not reasonably practicable to inform the Employer prior to or during the ordinary hours of the first day or shift of such absence, the Employee will inform the Employer within 24 hours of such absence.
- (b) When taking leave to provide care or support for members of their immediate family or household who are ill or injured, or who require care or support due to an unexpected emergency, the notice must include:
 - (i) Notice prior to the absence of the intention to take leave
 - (ii) The relationship of the person requiring care or support to the Employee;
 - (iii) The reasons for taking such leave; and
 - (iv) The estimated length of absence.

7.2.7. Evidence Supporting Claim

- (a) When taking leave for personal illness or injury, the Employee may be required to provide evidence that would satisfy a reasonable person. As a guide, depending on the circumstances, this may consist of a certificate from a Registered Health Practitioner or a Statutory Declaration, if so requested by the Employer.
- (b) The specific provisions at (a) above may be notified in advance to an Employee who has had frequent or regular or extended absences on personal leave.
- (c) When taking leave to provide care or support for members of their immediate family or household who are ill or injured, Employees must, if required by the Employer, provide evidence

that would satisfy a reasonable person that the leave is being taken for the reasons set out at clause 7.2.5.

- (d) When taking leave to care for members of their immediate family or household who require care or support due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer the nature of the emergency and that such emergency resulted in the person concerned requiring care or support by the Employee.

7.2.8. Unpaid Personal Leave

Where Employees have exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are ill or injured and require care or support or who require care or support due to an unexpected emergency. The Employer and the Employee will agree on the period. In the absence of agreement, the Employee is entitled to take up to two days of unpaid leave per occasion, provided that the requirements of 7.2.5(a), 7.2.5(b), 7.2.7(c) and 7.2.7(d) are met.

7.2.9. Casual Employees

Subject to the evidentiary and notice requirements in 7.2.6 and 7.2.7, casual Employees are entitled to not be available to attend work, or to leave work:

- (a) if they need to provide care or support for members of their immediate family or household who are ill or injured, or who require care or support due to an unexpected emergency

7.3. COMPASSIONATE LEAVE

7.3.1. An Employee is entitled to two (2) days 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:

- (a) dies; or
- (b) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life.

7.3.2. Leave may be taken for a particular permissible occasion as a continuous two day period; or in two separate periods of one day each; or any separate periods to which the Employer and Employee agree. If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take compassionate leave for that occasion at any time while an illness or injury persists.

7.3.3. If, in accordance with this clause, an Employee, other than a casual, 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.

- 7.3.4. An Employee must give the Employer notice of the taking of leave under this clause by the Employee. This notice must be given to the Employer as soon as practicable (which may be a time after the leave has started) and must advise the Employer of the period, or expected period, of leave.
- 7.3.5. Proof of death or evidence of injury or illness that poses a serious threat to life must be provided to the satisfaction of the Employer, if requested.
- 7.3.6. An Employee may take additional unpaid compassionate leave by agreement with the Employer.

7.4. COMMUNITY SERVICE LEAVE

The Employee is entitled to community service leave in accordance with the provisions of the NES.

7.5. CEREMONIAL LEAVE

An Employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year with the approval of the Employer.

7.6. PARENTAL LEAVE

- 7.6.1. Employees are entitled to parental leave in accordance with the provisions of the Fair Work Act 2009.
 - (a) Full-time employees and part-time employees are eligible for paid parental leave in accordance with the following provisions;
 - (i) Permanent employees are eligible for paid parental leave when they have completed at least 40 weeks' of continuous service prior to the expected date of birth or prior to the date of taking custody of the child.
 - (b) Employees who are eligible for paid parental leave are entitled to such leave as follows:
 - (i) Paid Leave
 - (A) Paid Maternity Leave - an eligible employee is entitled to nine weeks paid maternity leave at the ordinary rate of pay from the date the maternity leave commences.

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

- (B) Paid Partner Leave - an eligible employee is entitled to one week paid partner leave in any one year at the ordinary rate of pay which must commence within four weeks of the birth of the child. (Eligible employees will be as defined in the Fair Work Act 2009.)
- (C) Paid Adoption Leave - an eligible employee is entitled to paid adoption leave of nine weeks from and including the date of taking custody of the child.
- (D) Such leave may be paid:
 - (i) on a normal fortnightly basis;
 - (ii) in advance in a lump sum;
 - (ii) at the rate of half pay over a period of 18 weeks on a regular fortnightly basis for maternity leave and at the rate of half pay over a period of 12 weeks on a regular fortnightly basis for adoption leave.

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

- (E) Commonwealth Government scheme:

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

(ii) Unpaid Leave

- (A) Unpaid Maternity/Primary Carer Leave - An employee is entitled to twelve months unpaid parental leave associated with the birth of the employee's child.
- (B) Unpaid Partner Leave - An employee is entitled to a further period of unpaid partner leave of not more than eight weeks, to be taken in conjunction with a period of paid partner leave (total of 8 weeks unpaid concurrent leave), unless otherwise agreed by the employer and employee.
- (C) Unpaid Adoption Leave - An employee is entitled to unpaid adoption leave as follows:

12 months of unpaid leave if the leave is associated with the placement of a child with the employee for

adoption; and the employee has or will have responsibility for the care of the child. For the purposes of the age of the child section 68 of the Fair Work Act 2009 will apply.

- (c) An employee who has once met the conditions for paid maternity leave and paid adoption leave will not be required to again work the 40 weeks' continuous service in order to qualify for a further period of paid maternity leave or adoption leave, unless:
 - (i) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with; or
 - (ii) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the applicable Workers' Compensation legislation.
- (d) An employee who intends to proceed on maternity or partner leave should formally notify the Employer of such intention as early as possible, so that arrangements associated with the absence can be made. Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.
- (e) In the case of notification of intention to take adoption leave, due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify their employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- (f) After commencing maternity leave or adoption leave, an employee may vary the period of her maternity leave or adoption leave, once, without the consent of the employer and otherwise, with the consent of the Employer. A minimum of four weeks' notice must be given, although an employer may accept less notice if convenient.
- (g) Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to their former position. Additionally, since an employee also has the right to vary the period of their maternity leave or adoption leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should also be set down clearly, to a fixed date or until the employee elects to return to duty, whichever occurs first.
- (h) When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual and long service

leave and any period of maternity leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave

- (i) Except in the case of employees who have completed ten years' service the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of parental leave without pay shall count as service for long service leave purposes provided such leave does not exceed six months.
- (j) Parental leave without pay does not count as service for Incremental purposes. Periods of parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- (k) Where public holidays occur during a period of paid parental leave, payment is at the rate of parental leave received, that is the public holidays occurring in a period of full pay parental leave are paid at the full rate and those occurring during a period of half pay leave are paid at the half rate.
- (l) In the event of pregnancy ending within 28 weeks of the expected date of birth, otherwise than by the birth of a living child:
 - (i) the employee, subject to the employee's eligibility in accordance with clause 7.6.1, is entitled to access unpaid special maternity leave in accordance with the NES; or
 - (ii) if the employee has an entitlement to paid personal/ carer's leave in accordance with this Agreement, the employee may take that leave instead of taking unpaid special maternity leave.
 - (iii) Notwithstanding the above (i) and (ii), subject to the employee's eligibility in accordance with clause 7.6.1, where such pregnancy ends after 28 weeks gestation, such employee will be entitled to nine weeks paid special maternity leave.
- (m) In the case of stillbirth, an employee may elect to take personal leave, subject to the production of a medical certificate, or maternity leave. The employee may resume duty at any time provided the employee produces a doctor's certificate as to their fitness.
- (n) An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

7.7. PUBLIC HOLIDAYS

7.7.1. Prescribed Public Holidays in this Agreement are as follows:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) the day after Good Friday;
- (e) Easter Monday;
- (f) Anzac Day;
- (g) Adelaide Cup Day;
- (h) Queen's Birthday;
- (i) Labour Day;
- (j) Christmas Day;
- (k) Proclamation Day;
- (l) Christmas Eve after 7.00pm
- (m) New Year's Eve after 7.00pm

and any other day or part day which by proclamation or Act of Parliament may be declared a Public Holiday or any other day or part day which may be substituted for any such day.

7.7.2. Christmas Day (25 December) will be considered a Public Holiday regardless of the day of the week on which it falls.

7.7.3. Payment and Entitlements

- (a) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.
- (b) Employees (other than casual Employees) who would normally work on the day of the Public Holiday and are not required to work on such day will be paid at ordinary rates of pay (excluding penalties) as if they had worked their normal number of hours on that day.
- (c) The Employer will give reasonable notice to an Employee subject to (b) above.
- (d) Employees (other than casual Employees) must be paid an additional 150% of their ordinary rate of pay for actual hours worked on the Public Holidays prescribed in 7.7.1.
- (e) Employees may opt, instead of the penalty payment at (d) above to be paid to their ordinary rate of pay for hours worked and to add an equivalent number of hours to their annual leave, subject to the following conditions:
 - (i) The election at (e) above will be made on commencement of employment.

- (ii) The Employer will not be compelled to alter an election more than once every 12 months.
 - (iii) For existing Employees, the election at (e) above must be made within three months of this Agreement taking effect or will be treated to have been exercised for the purpose of (ii) above.
- (f) Casual Employees
- (i) A casual Employee will be paid only for those public holidays they work at the total rate of 250% for hours worked.
 - (ii) Payments under clause 7.7.3(f)(i) are instead of, and replace, any casual loading otherwise payable under this Agreement.

7.7.4. Entitlement to be Absent

- (a) An Employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the Employee is based for work purposes, subject to the conditions in (b), (c) and (d) below.
- (b) However, an Employer may request an Employee to work on a public holiday if the request is reasonable. Where an Employee is regularly rostered to work on that day, the request is taken to have been made.
- (c) If an Employer requests an Employee to work on a public holiday, the Employee may refuse the request if:
 - (i) the request is not reasonable; or
 - (ii) the refusal is reasonable.
- (d) In determining whether a request, or a refusal of a request, to work on a Public Holiday is reasonable, the following must be taken into account:
 - (i) the nature of the Employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee;
 - (ii) the Employee's personal circumstances, including family responsibilities;
 - (iii) whether the Employee could reasonably expect that the Employer might request work on the Public Holiday;
 - (iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the Public Holiday;
 - (v) the type of employment of the Employee (for example, whether full-time, part-time, casual or shiftwork);

- (vi) the amount of notice in advance of the Public Holiday given by the Employer when making the request;
- (vii) in relation to the refusal of a request – the amount of notice in advance of the Public Holiday given by the Employee when refusing the request;
- (viii) any other relevant matter.

7.8. 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.

8. SAFETY, STAFF DEVELOPMENT AND OTHER MATTERS

8.1. WORK HEALTH AND SAFETY

8.1.1. No Lift-No Injury

As part of its commitment to the health and safety of staff, the Employer will ensure that lifting tasks are eliminated where practicable. The aim is to minimise the need for lifting by employing alternative methods of moving and lifting residents.

8.1.2. Challenging Behaviours

In addition to the above strategy the parties to this Agreement will adopt/maintain principles to respond to concerns covering the following issues, in accordance with established policy and procedures:

- (a) Resistant residents;
- (b) Anti-bullying;
- (c) Violent behaviour; and
- (d) Other legitimate WHS concerns raised by either the Employer or Employee.

8.2. STAFF DEVELOPMENT

8.2.1. The Employer recognises that training/education is essential for the maintenance and development of nursing practice in the care of the elderly. The objectives of staff development are to enhance the skills of the Carer so they may perform at optimum levels and meet best practice objectives. the Employer will continue to provide and support training/education opportunities to ensure Carers and Hotel Services are able to deliver appropriate resident care and to perform other related duties in accordance with relevant standards.

8.2.2. The responsibility for staff development is shared between staff and the Employer. Carers and Hotel Services are expected to participate in

professional skill development to ensure that they perform at a standard consistent with nursing competencies relevant to their classification and registration.

- 8.2.3. On the basis of assessed needs, a range of programs/topics relevant to resident lifestyle and nursing care delivery will be provided by the Employer and Carers and Hotel Services are encouraged to attend.
- 8.2.4. The provision of compulsory training and skills updates as per state and federal legislation is the responsibility of the Employer. Attendance at such compulsory training and skills update sessions provided by the Employer is the responsibility of the Carers and Hotel Service.
- 8.2.5. Compulsory training will be paid at the appropriate rate as per the applicable shift rate for those on duty and at the ordinary rate of pay for those attending in their own time. Training hours outside an Employee's ordinary shift shall be paid at the ordinary rate of pay and shall not be counted as "time worked" for the purposes of determining any overtime payments.
- 8.2.6. Further staff development can be achieved through a formal course of study at a recognised institution, or developmental activities such as management and executive programs, conferences and seminars etc. Individual Carers and Hotel Services are expected to show initiative in seeking developmental opportunities.
- 8.2.7. Where further staff development is to enhance the skills and knowledge of the Employee, the Employer will assist the Employee to restructure his or her working hours, having regard to the needs of the facility.
- 8.2.8. Carers and Hotel Services will have access of up to 3 days professional development per annum to attend organised seminars, courses or conferences. Time off without loss of pay and/or expenses may be provided, at the Employer's discretion.
- 8.2.9. The Employer's training/educational goals for nursing will be established and reviewed in consultation with Carers and Hotel Services. Individual training/educational goals and needs will be established and reviewed as part of The Employer's performance and competency appraisal system.
- 8.2.10. E- learning
 - (a) The Employer may require Employees to complete core modules through e-learning and will pay Employees for the approved time taken to complete this training. E-learning modules will normally be completed within the ordinary working hours in the workplace. With approval from the manager and the agreement of the Employee, modules can be completed outside of working hours.
 - (b) The Employer will allocate an amount of time for the completion of each core module. When an Employee completes a module outside of working hours, the Employee will be paid at their ordinary hourly rate of pay for the allocated time taken to complete the module.
 - (c) Where an Employee finds that it takes more than the allocated time to complete a module, the Employee should log out of the training (which will save it automatically) and bring this to the

attention of their manager. The manager will take steps to ensure the employee is able to complete the training by:

- (i) arranging for the module to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur; and/or
- (ii) approving payment for additional time required to complete the module outside of working hours. If an Employee is still unable to complete the module after the additional time, they should again bring this to the attention of the manager; and/or
- (iii) taking steps to assist the employee to complete the modules (for instance by providing training on computer literacy or on increased Proficiency in reading the English language).

8.3. DISCIPLINARY PROCEDURE

8.3.1. Prior to determining whether to terminate the employment of an Employee on the grounds other than would justify summary dismissal, the Employer shall:

- (a) inform the Employee that the termination of their employment is being considered; and
- (b) advise the Employee of the reasons for possible termination; and
- (c) 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.
- (d) An Employee shall be given reasonable time to respond, and shall 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 including the ANMF.

8.3.2. Any request by the employee to meet and discuss the matter shall not be unreasonably refused.

8.3.3. This clause shall not apply until the Employee has completed a period of employment with the Employer of at least the minimum employment period as prescribed in the Fair Work Act 2009.

8.4. CRIMINAL CHECKS

The Employer shall meet the costs and make the necessary arrangements for criminal record history checks for all Employees as required to meet the relevant legislative requirements. The Employer shall ensure that all checks are conducted in a confidential manner.

8.5. WORKLOAD MANAGEMENT

- 8.5.1. 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.
- 8.5.2. To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
- (a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager, within their work site/location, for further discussion.
 - (c) If a solution still cannot be identified and implemented, the matter
 - (d) should be referred to the General Manager or equivalent for further
 - (e) discussion and possible consultation with specialist leads such as Human Resources, WHS, clinical or other as required to determine a solution.
 - (f) The outcome of the discussions at each level and any proposed solutions should be recorded and fed back to the affected employees.
- 8.5.3. Workload management will be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:
- (a) Clinical assessment of residents' needs;
 - (b) The demands of the environment such as facility layout;
 - (c) the requirements of relevant legislation;
 - (d) Operational Requirements;
 - (e) Reasonable workloads;
 - (f) Accreditation standards; and
 - (g) Budgetary considerations.
- 8.5.4. If the issues still unresolved, the employee/s may advance the matter through Clause 3.2 - Dispute Resolution Procedure.

SIGNATORIES

I am authorised to sign this Agreement on behalf of Calvary Mary MacKillop Care SA Limited



SIGNATURE

David Izzard, General Manager HR- Retirement Communities
NAME AND TITLE

Address: Suite 5, 342-344 Main Rd. Cardiff NSW 2285
Date: 25 June 2018

I am authorised to sign this Agreement as the nominated employee representative on behalf of the Australian Nursing and Midwifery Federation, South Australian Branch

SIGNATURE

NAME AND TITLE

Address:
Date:

I am authorised to sign this Agreement as the nominated employee representative on behalf of the United Voice SA Branch



SIGNATURE

DAVID D'ALMEIDA - BRANCH SECRETARY
NAME AND TITLE

Address: 101 HENLEY BEACH RD, MILE END 5021
Date: 26/6/18

APPENDIX 1 RATES OF PAY

A.1.1 The following base/ ordinary rates of pay will apply from the first full pay period on or after:

	FFPPOA 1 July 2017 (2.5% Increase)		FFPPOA 1 July 2018 (2.5% Increase)		FFPPOA 1 July 2019 (2.5% Increase)	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
Level 1	\$20.63	\$783.99	\$21.15	\$803.59	\$21.67	\$823.68
Level 2	\$20.91	\$794.63	\$21.43	\$814.50	\$21.97	\$834.86
Level 3	\$21.74	\$826.12	\$22.28	\$846.77	\$22.84	\$867.94
Level 4.1	\$22.00	\$835.91	\$22.55	\$856.81	\$23.11	\$878.23
Level 4.2	\$22.51	\$855.49	\$23.07	\$876.88	\$23.65	\$898.80
Level 5	\$23.21	\$881.88	\$23.79	\$903.93	\$24.39	\$926.53
Level 6	\$24.20	\$919.76	\$24.81	\$942.75	\$25.43	\$966.32
Level 7	\$24.96	\$948.28	\$25.58	\$971.99	\$26.22	\$996.29

ALLOWANCES

	FFPPOA 1 July 2017	FFPPOA 1 July 2018	FFPPOA 1 July 2019
Leading Hand Allowance			
In charge of 2 - 5 other Employees	\$23.54	\$24.13	\$24.73
In charge of 6 - 10 other Employees	\$33.59	\$34.43	\$35.29
In charge of 11 - 15 other Employees	\$42.40	\$43.46	\$44.55
In charge of 16 or more other Employees	\$51.83	\$53.13	\$54.45
Tool Allowance	\$11.45	\$11.74	\$12.03
Uniform Allowance per shift	\$1.23	\$1.26	\$1.29
Uniform Allowance per week	\$6.24	\$6.40	\$6.56
Laundry Allowance per shift	\$0.32	\$0.33	\$0.34
Laundry Allowance per week	\$1.49	\$1.53	\$1.57
Travel Allowance	\$0.78	\$0.80	\$0.82
Overtime Meal Allowance A	\$12.62	\$12.94	\$13.26
Overtime Meal Allowance B	\$11.37	\$11.65	\$11.95
Equal Opportunity Officer Allowance	\$14.30	\$14.66	\$15.02

A.1.2 Calculation of Rates

The following notes apply to the calculation of the rates at A.1.1 above:

- (a) For the purposes of this Agreement hourly rates have been calculated to two decimal points;
- (b) Weekly rates are based on 38 (full-time) ordinary hours calculated by multiplying the hourly rate stated by 38.

APPENDIX 2 CAREER STRUCTURE

CLASSIFICATION DEFINITIONS

A.2.1 DEFINITIONS

- (a) **Direct client contact services** means all duties performed at the appropriate level associated with the provision of direct client care and service by assisting under supervision in an Aged Care setting.

These services include but are not limited to:

- (i) provision, to any client who so requires, personal assistance with:
1. bathing, showering or personal hygiene;
 2. toileting;
 3. dressing or undressing;
 4. mobility;
 5. transfer;
 6. meals and refreshments;
 7. sensory communication or the fitting of sensory communications aids; and/or
- (ii) where a client needs a special diet – the reasonable provision of such diet to that person; and/or
- (iii) provision to any client who requires it, rehabilitative support or assistance to obtain access to such support or to meet a professionally determined therapeutic need;
- (b) **General services / Domestic and Food services** means all duties performed at the appropriate level associated with but not limited to:
- (i) preparation of food and liquids in catering or dining room areas, including ordering, storage, preparation, cooking, plating, serving and delivery of meals as appropriate but excluding the regulating of food and liquid intake; and/or
 - (ii) cleaning, washing and basic maintenance of equipment, crockery and utensils including hygiene and removal of kitchen and dining room waste, including food preparation; serving; and table arrangement, in the areas identified above and/or
 - (iii) cleaning all areas of worksite both inside and out; and/or
 - (iv) delivery, collection, disposal of linen as appropriate and delivery, collection, disposal, sorting, storage, imprest and disposal as appropriate of worksite refuse, trolleys; and/or

- (v) removal, transportation and storage of all equipment and objects within the worksite; and/or
 - (vi) collection, sorting, washing, cleaning, sterilising, drying, folding, pressing, packing, labelling and delivering and maintenance of, imprest of material supplies including linen where appropriate; and/or
 - (vii) maintenance, relocation, repair, alteration, modification, production of equipment, aids or supplies including equipment which caters for special needs of clients or other equipment and fixtures associated with the interior or exterior of the worksite; and/or
 - (viii) maintenance of outside areas of worksite including rubbish collection and removal; and/or
 - (ix) gardening and grounds maintenance including the operation of all garden and associated equipment including other maintenance equipment and the installation and maintenance of watering systems; and/or
 - (x) driving including motor vehicles, ute and buses, and other motorized equipment; and/or
 - (xi) the transportation of clients and client focused equipment, aids and associated objects within the particular worksite.
- (c) **Recreational/Lifestyle Activities Officer** means the provision of diversional, leisure, lifestyle and/or recreational activities to individuals and/or groups of clients.
- (d) **In service experience** means for the purposes of classifying new Employees to particular levels in this classification structure, service with any Employer which includes the same or similar functions to those performed by the Employee provided that relevant service does not include service which preceded a break of three years or more during which no relevant service was performed.

A.2.2 CLASSIFICATION LEVELS

A.2.2.1 Aged Care Employee - Level 1

(a) Entry level:

An entry level Employee is one who has less than three months' work experience in a similar role and performs basic duties. An Employee may be classified at Level 1 – Entry Level for a period not exceeding 3 months of service.

An Employee at this level:

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

(b) Indicative roles performed at this level are:

General and Domestic Services	Food Services
Laundry Hand Cleaner Gardener (unqualified)	Food Services Assistant

A.2.2.2 Aged Care Employee - Level 2

(a) An Employee at this level:

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

(b) Indicative roles performed at this level are:

General and Domestic Services	Food Services
Laundry hand Cleaner Gardener (unqualified) Maintenance/Handyperson (unqualified)	Food Services Assistant

A.2.2.3 Aged Care Employee - Level 3

(a) An Employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a medium level of accountability;
- works under limited supervision, either individually or in a team;
- Employees at this level may be required to provide assistance to less experienced Employees at this and lower levels;
- Employees may be required to operate equipment requiring the exercise of skills and knowledge appropriate to this level;

(b) Indicative roles performed at this level are:

Food Services

Direct Client Contact Services

Cook

Recreational/Lifestyle Activities Officer (unqualified)
Personal Care Worker (unqualified)

A.2.2.4 Aged Care Employee - Level 4.1

(a) An Employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability;
- works under limited supervision, either individually or in a team;
- has undertaken on-the-job training, and/or has relevant skills, training or experience.

(b) Indicative roles performed at this level are:

General and Domestic services

Maintenance/Handyperson (qualified)
Gardener (trade or TAFE Cert III)

Food services

Senior Cook (trade)

Direct client contact services

Personal Care Worker (qualified)
Recreational/Lifestyle Activities Officer (qualified Cert III)

A.2.2.5 Aged Care Employee - Level 4.2

(a) An Employee at this level:

- has performed satisfactorily at Level 4.1 for the equivalent of 1560 hours of:
 - service; or
 - in service experience (as defined herein)
- continues to perform the duties indicative of Level 4.1.

In service experience means for the purposes of classifying new Employees, service with any Employer which includes the same or similar functions to those performed by the Employee provided that relevant service does not include service which preceded a break of three years or more during which no relevant service was performed.

A.2.2.6 Aged Care Employee - Level 5

(a) An Employee at this level:

- Has performed at Level 4.2 for the equivalent of 1560 hours of service with their Employer and meets the following criteria:

(b) Employees at this level:

- are required to function semi-autonomously, and prioritise their own work

within established policies, guidelines and procedures;

- are responsible for work performed with a substantial level of accountability;
- work either individually or in a team;
- may assist with supervision of others (Note: this equates to a supervisory responsibility under clause 5.4.2)
- possess well developed communication, interpersonal skills; and
- have substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills, training or experience.

(c) Indicative tasks performed at this level are:

Food Services

Chef

Direct Client Contact Services

Senior Personal Care Worker (qualified and 1560 hour service with the Employer as Level 4.2)
Recreational/Lifestyle Activities Officer (Cert IV)

A.2.2.6 Aged Care Employee - Level 6

(a) An Employee at this level:

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

(b) Indicative tasks performed at this level are:

General and Administrative Services

Maintenance tradesperson (advanced)
Gardener (advanced)

Food Services

Senior Chef

Direct Client Contact Services

Senior Lifestyle/ Activity Officer

A.2.2.7 Aged Care Employee - Level 7

- (a) An Employee at this level:
- is capable of functioning autonomously, and prioritising their work within established policies, guidelines and procedures;
 - is responsible for work performed with a substantial level of accountability and responsibility;
 - may supervise the work of others, including work allocation, rostering and guidance;
 - works either individually or in a team;
 - may require comprehensive computer knowledge or be required to use a computer on a regular basis;
 - possesses developed administrative skills and problem solving abilities;
 - possesses well developed communication, interpersonal and/or arithmetic skills; and
 - may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.
 - Employees at this level will possess, in the opinion of the Employer, sufficient knowledge and experience to perform the duties at this level. In assessing such sufficient knowledge, regard will be given to any higher level training (including in-house training) undertaken by the Employee.
 - They will regularly exercise initiative, discretion and judgement in the performance of their duties.
 - They may participate in the selection, recruitment, training, counselling and appraisal of Employees under their control or supervision in accordance with established policies and procedures.
 - They may assist in the development of the policies and procedures of the organisation.
- (b) Is appointed to such a position as designated by the Employer.
- (c) Indicative tasks performed at this level are:

General Services

General Services Supervisor

Food Services

Chef /Food Services
Supervisor

Direct Client Contact Services

APPENDIX 3 Supported Wage System

A.3.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

A.3.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in the Agreement for the class of work for which an employee is engaged

supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

A.3.3 Eligibility criteria

A.3.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

A.3.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

A.3.4 Supported wage rates

A.3.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause A.3.5) %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

A.3.4.2 Provided that the minimum amount payable must be not less than \$84 per week.

A.3.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

A.3.5 Assessment of capacity

A.3.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

A.3.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

A.3.6 Lodgement of SWS wage assessment agreement

A.3.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

A.3.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

A.3.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

A.3.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

A.3.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

A.3.10 Trial period

A.3.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

A.3.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

A.3.10.3 The minimum amount payable to the employee during the trial period must be no less than \$84 per week.

A.3.10.4 Work trials should include induction or training as appropriate to the job being trialled.

A.3.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause A.3.5.

Attachment A**FAIR WORK COMMISSION****MATTER NO: AG2018/2857****UNDERTAKINGS**

Calvary Mary MacKillop Care SA Ltd provides the following undertakings in accordance with section 190 of the *Fair Work Act 2009*:

1. Supported Wage Rates

The amount of '\$84' set out at A.3.4.2 of Appendix 3 (supported wage rates) is deleted and replaced with '\$86'.

2. Personal Carer's Leave

Clause 7.2.5 of the Agreement is replaced with the following:

An employee may take paid personal/carer's leave if the leave is taken to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:

- (i) a personal illness, or personal injury, affecting the member; or
- (ii) an unexpected emergency affecting the member.

3. Meal Breaks

Clause 6.4.1, which deals with meal breaks, is amended to delete subclauses (c) to (e) inclusive and replace subclause (b) with the following:

(b) Where an Employee

- (i) is not allowed or unable to leave the premises during an unpaid meal break free of duty; or
- (ii) If an Employee is interrupted to attend work during his or her meal break,

the employee will be paid at overtime rates for all time worked from the commencement of that meal break until such time that a meal break free from duty is taken by the employee or the employee's shift ends (whichever occurs first). Whilst payment will be calculated at overtime rates, the time worked until the meal break is taken will be regarded and count as an employee's ordinary time.



David Izzard
Director of Human Resources
Calvary Retirement Communities