



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

BaptistCare NSW & ACT
(AG2018/1006)

BAPTISTCARE NSW & ACT AGED CARE ENTERPRISE AGREEMENT 2017

Aged care industry

COMMISSIONER MCKENNA

SYDNEY, 5 JULY 2018

Application for approval of the BaptistCare NSW & ACT Aged Care Enterprise Agreement 2017.

[1] An application has been made for the approval of an enterprise agreement known as the *BaptistCare NSW & ACT Aged Care Enterprise Agreement 2017* (“the Agreement”). The application was made by BaptistCare NSW & ACT (“the applicant”) pursuant to s.185 of the *Fair Work Act 2009* (“the Act”). The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss. 186, 187 and 188 of the Act relevant to this application for approval have been met with the provision of written undertakings addressing miscellaneous matters. The views of the bargaining representatives were sought in relation to the undertakings. A copy of the undertakings is attached to this decision and marked “Annexure A”. I note that, under s.191 of the Act, the undertakings are taken to be terms of the Agreement.

[3] The Australian Nursing and Midwifery Federation – New South Wales Branch, Australian Nursing and Midwifery Federation – ACT Branch, United Voice NSW Branch and Health Services Union NSW & ACT Branch have given notice under s.183 of the Act that they wish to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from seven days after the issuing of this approval decision. The nominal expiry date of the Agreement is 30 November 2020.



[2018] FWCA 3998

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Annexure A

Annexure A

IN THE FAIR WORK COMMISSION

FWC MATTER NO:

AG2018/1006

Applicant:

BaptistCare NSW & ACT

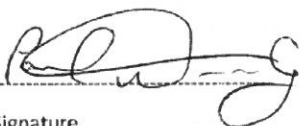
Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

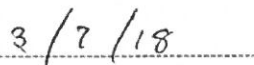
I, Paul Denahy, Manager – People and Culture of BaptistCare NSW & ACT, give the following undertakings with respect to the BaptistCare NSW & ACT Aged Care Enterprise Agreement 2017 (**Agreement**):

1. I have the authority given by the Board of the Employer to provide these undertakings with respect to the Application (in AG2018/1006) before the Fair Work Commission (**Commission**).
2. Pay and Payment
Notwithstanding clause 11.2.b) of the Agreement casual Assistants-in-Nursing and Enrolled Nurses shall receive weekend penalties in addition to casual loading in accordance with clause 16.8 of the Agreement.
3. Time off in Lieu
For the purposes of clause 15.7.c) of the Agreement the payment of time in lieu of overtime at the appropriate overtime rate includes circumstances where an employee's employment is terminated for any reason.
4. Overnight /Live in Respite (Home Services Care Staff) 24 Hour shift
Notwithstanding clause 18.5 of the Agreement, Home Services employees who work a 24 hour shift will receive no less than the payment provided by clause 25.8 "24 hour care" of the Social, Community, Home Care & Disability Services Industry Award 2010 (**Award**), and any successive provision of the Award.
5. Annual leave Loading
Notwithstanding clauses 19.6.d) and 19.6.f) of the Agreement an employee will receive annual leave loading in accordance with clause 19.6.a) where:
 - a. annual leave has been taken either wholly or partly in advance and the employment is terminated for any reason prior to the employee's next anniversary date;
 - b. the employee is terminated for misconduct.

These undertakings are provided on the basis of queries raised by the Commission in the Application before the Commission.



Signature



Date



BaptistCare NSW & ACT Aged Care Enterprise Agreement 2017

*Care you
can trust.*

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PART 1: PRELIMINARIES

1. INTRODUCTION

- a) This Agreement is an Enterprise Agreement made under Section 172 of *the Fair Work Act 2009*.
- b) BaptistCare will take all necessary steps to seek approval of this Agreement under section 186 of the Act.
- c) BaptistCare will formally advise the Unions when the Agreement is made in order for the Unions to apply under section 183 of the Fair Work Act 2009 to be covered by the Agreement.
- d) It is the intention of this agreement that the Unions will be covered by this Agreement.

2. TITLE

This Agreement shall be known as the BaptistCare NSW & ACT Aged Care Enterprise Agreement 2017 and throughout is referred to as “this Agreement”.

3. PARTIES BOUND

This Agreement shall be binding according to its terms upon the following:

- a) BaptistCare NSW & ACT;
- b) The Health Services Union New South Wales Branch;
- c) The New South Wales Nurses & Midwives’ Association;
- d) The Australian Nursing & Midwifery Federation NSW Branch;
- e) The Australian Nursing & Midwifery Federation ACT Branch ;
- f) United Voice;
- g) All employees of BaptistCare performing work within the classifications contained in this Agreement and employed in BaptistCare aged care operations in NSW and the ACT.

4. COMMENCEMENT

The agreement will commence operation 7 days after the date of approval by the Fair Work Commission.

5. EXPIRY

- a) This Agreement shall have a nominal expiry date of 30 November 2020.
- b) The parties agree to recommence negotiations for a further agreement within six (6) months of the expiry date.

6. DEFINITIONS

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

For the purposes of this Agreement:

Employer means BaptistCare NSW & ACT.

Act means the *Fair Work Act 2009* (as amended).

Base rate of pay (refer to section 16 of the Act) means a rate of pay for a period worked (however the rate is described) that does not include incentive-based payments and bonuses, loadings, monetary allowances, penalty rates or any other similar separately identifiable entitlements.

Board means the Nursing and Midwifery Board of Australia and also shall be taken to mean a reference to the Australian Health Practitioner Regulation Authority as appropriate/applicable.

Day worker (Residential Services) means a Residential Services employee who works ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 a.m. and finishes at or before 6.00 p.m.

Day worker (Home Services) means a Home Services employee who would otherwise be covered by the *Social Community Home Care & Disability Services Industry Award 2010*, and who works ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 a.m. and finishes at or before 8.00 p.m.

De facto partner means:

- (a) 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.

Eligible child means in relation to an employee with whom the child is, or is to be, placed for adoption, a child who:

- (a) is (or will be) under the age of five (5) years as at the day of placement or the proposed day of placement; and
- (b) has not (or will have not) previously lived continuously with the employee for a period of six (6) months or more as at the day of placement or the proposed day of placement; and
- (c) is not a child or step-child of the employee or the employee's spouse.

Employment classifications mean those set out in Schedule A to this Agreement and shall apply as if they had been reproduced in full in this clause.

FWC means the Fair Work Commission.

Immediate family: the following are members of an employee's immediate family:

- (a) a spouse, a former spouse, child, parent (including foster parent, legal guardian), de facto partner (including same sex couples) grandparent, grandchild or sibling of the employee;
- (b) a child, parent (including foster parent, legal guardian), grandparent, grandchild or sibling of a spouse or a former spouse or de facto partner of the employee.

Medical certificate means a certificate signed by a registered health practitioner.

NES means the National Employment Standards.

Ordinary hours worked by an employee for BaptistCare during a fortnight is the number worked out as follows:

- (a) Start with the number of hours (if any) in the fortnight that the employee both works and is required or requested to work, for BaptistCare;
- (b) Add the number of hours (if any) in the fortnight when the employee is absent from his or her work for BaptistCare on leave that counts as service;
- (c) Deduct the number of hours (if any) in the fortnight that the employee works as overtime in accordance with this Agreement; and
- (d) Deduct the number of hours (if any) in the fortnight in relation to which BaptistCare is prohibited under the Act from making a payment to the employee (industrial action);

Ordinary pay of an employee includes in addition to the base rate of pay any applicable over-agreement payments for ordinary hours of work. It does not include shift or weekend penalties.

Registered Health Practitioner means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type).

Regulations means the *Fair Work Regulations 2009* associated with the *Fair Work Act 2009* (as amended from time to time).

Shift Worker for the purposes of the NES is defined as:

- (a) An employee who is regularly rostered to work their ordinary hours outside Monday to Friday, 6am to 6pm; and/or
- (b) An employee who works for more than four ordinary hours on ten (10) or more weekends.

Union or Unions means the Health Services Union New South Wales Branch; the New South Wales Nurses and Midwives' Association; the Australian Nursing & Midwifery Federation NSW Branch; the Australian Nursing & Midwifery Federation ACT Branch; and United Voice.

7. COMPLETE AGREEMENT

Other than agreement reached in accordance with clause 31 – Agreement Flexibility, this Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, it represents a complete statement of the mutual rights and obligations between BaptistCare and the employees to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.

For the purpose of this clause, the terms “award” or awards” include any applicable award or enterprise agreement and includes howsoever described in the Act as an award, federal award, transitional federal award, pre-reform federal award, pre-certified agreement, a rationalised and/or simplified federal award, a preserved State agreement or a notional agreement preserving a State award.

8. NATIONAL EMPLOYMENT STANDARDS (NES)

- 8.1 It is the intention of this Agreement that the NES, as it may be varied from time to time, shall apply to the employees who are the subject of this Agreement. Any provisions of the NES that are also referred to or set out in this Agreement are for the convenience only of the parties.
- 8.2 Where the NES provides, or is varied to provide, a condition or entitlement more favourable (to the employee) in a particular respect than that set out in this Agreement, the condition or entitlement set out in this Agreement shall be overridden to the extent that it is less favourable than the NES.
- 8.3 Where after the commencement of this Agreement, the NES is varied to remove a condition or entitlement referred to or set out in this Agreement, the condition or entitlement referred to or set out in this Agreement shall have no effect.
- 8.4 Where after the commencement of this Agreement, the NES is varied to provide a condition or entitlement more favourable (to the employee) in a particular respect than that referred to or set out in this Agreement, the condition or entitlement referred to or set out in this Agreement shall be overridden to the extent that it is more favourable than the NES as varied.
- 8.5 Clauses 8.3 and 8.4 will not apply with respect to:
- a) Schedule B – Pay, Other Rates and Allowances; and
 - b) Clause 20.7 – Paid Personal/Carer's Leave.

9. AVAILABILITY OF AGREEMENT

The employer must ensure that copies of this Agreement and the NES are available to all employees to whom they apply either on a notice board which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

PART 2: ENGAGEMENT

10. EMPLOYEE ENGAGEMENT

10.1 Minimum Term of Engagement

- a) Employees (other than casual employees) will be on probation for the first six (6) months of employment for the purpose of determining the employee's suitability for ongoing employment.
- b) BaptistCare may specify in writing in advance a longer period of probation depending on the nature and circumstances of the employee's role with BaptistCare.
- c) At any time during the probationary period, BaptistCare or the employee can terminate the employment by giving written notice in accordance with Clause 28 – *Termination of this Agreement*.

10.2 Full Time Employees

A full time employee is one engaged as such and whose ordinary hours of work average 38 hours per week. The employee's ordinary hours of work will not exceed an average of 38 hours per week over a four (4) week period. Although the actual hours of work may vary from week to week, with some weeks greater than 38 hours and other weeks less, the employee will not work in excess of 152 ordinary hours in any four (4) week period. This clause is to be read in conjunction with clause 13.3.b.

10.3 Part Time Employees

- a) A Part time employee is one who is engaged as such and who is appointed to work for a specified number of hours, which are less than those prescribed for a full time employee.
- b) **Review of Hours for Part Time Employees:** At the request of the employee, the hours worked by the employee will be reviewed six (6) monthly. Where the employee is regularly working more or less than their specified contract hours then such contract hours shall be reviewed by BaptistCare to consider the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
 - i. if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and
 - ii. if the increase in hours is due to a temporary increase in hours due, for example, to the specific needs of a resident or client.
- c) In addition to those matters covered in sub-clause 10.3.b.i and 10.3.b.ii above, changes to hours for Home Services employees may be affected by:
 - i. continuity of funding;
 - ii. client numbers; and
 - iii. client preferences for services including their ability to choose particular care workers.
- d) This clause is to be read in conjunction with clause 13.3.b.
- e) Any adjusted contracted hours resulting from a review identified in sub-clause 10.3.b and 10.3.c should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

10.4 Casual Employees

- a) A casual employee is one who is engaged as such on an hourly basis otherwise than as a full time employee or a Part time employee.

b) Casual Conversion

A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to part time or full time employment:

- i. on a full time contract where the employee has worked on a full time basis throughout the period of casual employment; or
- ii. on a part time contract where the employee has worked on a part time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between BaptistCare and the employee.
- iii. BaptistCare may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
- iv. Casual conversion will not apply where a casual has covered absences of full time or part time staff that are expected to return to work.

10.5 Temporary Employees

Fixed term or task contracts of employment may be offered and such temporary employees engaged where circumstances require meeting the genuine operational requirements of BaptistCare. This may include but not be limited to covering parental leave absences, limited term funding arrangements, long term relief, or forthcoming service reductions.

10.6 Apprentices

- a) In addition to the above categories, employees may be engaged as apprentices.
- b) Apprentice means an employee who is serving a period of training under a training contract for the purpose of rendering him or her fit to be a qualified worker in the industry.
- c) No apprentice shall be permitted or required to perform work which would prevent the apprentice from attending classes at his or her relevant training establishment.

10.7 Trainees

Trainees shall be employed in accordance with the provisions set out in Schedule C to this Agreement.

10.8 Recognition of Service and Experience

- a) From the time of commencement of employment an employee has three (3) months in which to provide documentary evidence to BaptistCare detailing any other relevant service or experience not disclosed at the time of commencement.
- b) Until such time as the employee furnishes any such documentation contemplated in sub-clause 10.8.a, BaptistCare shall pay the employee at the level for which proof has been provided.
- c) If within three (3) months of commencing employment an employee does provide documentary evidence of other previous relevant service or experience not disclosed at the time of commencement, BaptistCare shall pay the employee at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- d) If an employee provides documentary evidence of other previous relevant service or experience not disclosed at the time of commencement after the said three (3) months period, the employee shall be paid a rate appropriate for the previous relevant service or experience then proved, but only from the date of providing that evidence to BaptistCare.
- e) An employee who is working in the same classification for more than one organisation shall notify the employer within one (1) month of the end of each quarter of their hours worked with those other employers in the last quarter.

- f) An employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide proof of that entitlement within three (3) months of that entitlement arising. If that proof is so provided, the employee shall be paid at the higher rate as and from the date they were entitled to progress to the next year of service or experience. If the proof is provided outside that three-month period, the employee shall be paid at the higher rate only from the date that proof is provided.
- g) A registered nurse who has trained outside of the state or territory that she/he is employed in shall be paid as a registered nurse as from the date she or he notifies BaptistCare in writing that she or he is eligible for registration; provided that she or he makes application for registration within seven (7) days after being so notified that she or he is eligible for registration.
- h) For the purpose of yearly progression based on service and experience an employee must complete 1976 hours of work including any Annual Leave taken during the year.

10.9 Re-grading of Employee Classification

- a) Where the nature of the work undertaken by an employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification, the employee may apply to have their position reclassified to the higher classification.
- b) An application for re-grading by an employee must be made in writing.
- c) The employer must respond to the request in writing within three (3) weeks, indicating whether the application is approved or denied. Where denied the response must provide reasons.
- d) Changes in work by themselves may not lead to a change in an employee's substantive classification. Factors with a bearing on the decision may include whether the changes:
 - i. involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification;
 - ii. are permanent or temporary; and/or
 - iii. involve work at a higher classification or not (e.g. simply performing more work at the same classification or different work at the same classification would not qualify for re-grading)

11. PAY AND PAYMENT

An employee's ordinary pay includes in addition to the base rate of pay any applicable over-agreement payments for ordinary hours of work. It does not include shift or weekend penalties.

11.1 Full Time and Part Time Employees

- a) The base rates of pay in the appropriate employment classification for full time employees and for part time employees shall be the hourly rates of pay set out in Table One of Schedule B of this Agreement.
- b) NB: The base rate of pay for nurses in Table One is inclusive of a buy-out of one week's annual leave for all nursing classifications which equates to 1.92% of the base rate of pay.

11.2 Casual Employees

- a) The base rates of pay in the appropriate employment classification for casual employees shall be the hourly rates of pay set out in Table One of Schedule B to this Agreement. In addition to these base rates, casual employees will receive a loading of 25% for all hours worked other than where overtime is applicable.

- b) Where it is expressly stated in this Agreement that overtime, weekend payments and public holiday payments are to be made to casual employees, such payments shall be taken to be inclusive of and not in addition to the casual loading referred to in this sub-clause.
- c) Existing Home Services (previously community care) employees engaged as casual employees prior to December 1st 2009 will retain the casual loading of 20% in addition to the prescribed penalties for weekend and public holiday work.

11.3 Apprentices

The base rates of pay in the appropriate employment classification for apprentices shall be the hourly rates in accordance with the appropriate pay scales of the Apprenticeship Board or the appropriate Authority.

11.4 Trainees

The basic periodic rates of pay in the appropriate employment classification for trainees shall be the hourly rates of pay set out in Schedule C to this Agreement. These rates will move in accordance with changes to the Trainee rates in the *Aged Care Award 2010* (or *Miscellaneous Award 2010*) as they vary from time to time.

11.5 Other Entitlements

In addition to being paid their ordinary pay:

- a) Full time employees shall have the benefit of all relevant entitlements set out in this Agreement.
- b) Part time employees shall have the benefit of all relevant entitlements set out in this Agreement on a pro rata basis in the same proportion as their ordinary hours of work bear to full time hours.
- c) Apprentice employees shall have the benefit of all relevant entitlements set out in this Agreement.
- d) Casual Employees:
 - i. For weekend and public holiday work, casual employees shall receive the penalty rates prescribed in Clause 16 - Shift and Weekend Work and Clause 17 - Public Holidays. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in sub-clause 11.2.c.
 - ii. A casual employee is entitled to overtime payment only when a casual works in excess of 10 hours per day, 38 hours per week or 76 hours per fortnight depending on the pay period. Overtime shall be paid in accordance with Clause 15 - Overtime. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in sub-clause 11.2.c.
 - iii. Casual employees shall have the benefit of all of the other entitlements set out in this Agreement on a pro rata basis in the same proportion as their ordinary hours of work bear to full time hours.
 - iv. A casual employee's entitlement to long service leave shall be governed by the provisions of the Long Service Leave Act 1955 (NSW) or the Long Service Leave Act 1976 (ACT), including the Long Service Leave (Portable Schemes) Act 2009 as amended.
 - v. Clauses that shall not apply to casual employees include: Clause 13 - Rosters; Clause 19 - Annual Leave; Clause 19.8 Negotiated Extra Leave; Clause 20 - Personal Leave; Clause 21 - Compassionate Leave; Clause 24.2 - Parental Leave; Clause 27 - Family & Domestic Violence Leave.

11.6 Increases of Pay and Other Entitlements

- a) The base rates of pay set out in Column 1 of Table One of Schedule B to this Agreement will increase to the amounts and from the dates specified in Columns 2 and 3 of Table One.
- b) The other entitlements set out in Column 1 of Table Two of Schedule B to this Agreement will increase to the amounts and from the dates specified in Columns 2 and 3 of Table Two.

11.7 Payment of Wages

- a) Wages shall be paid fortnightly.
- b) Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution as nominated by the employee. Wages shall be deposited by BaptistCare in sufficient time to ensure that wages are available for withdrawal by employees by the close of business on pay day. Where the wages are not available to the employee by such time due to circumstances beyond BaptistCare' control, BaptistCare shall not be held accountable for such delay.
- c) Where the services of an employee are terminated with due notice, all moneys owing shall be paid upon cessation of employment, but in the case of termination without due notice, within three (3) working days upon receipt of all BaptistCare property.
- d) Where BaptistCare has overpaid an employee, BaptistCare shall notify the employee in writing of such overpayment and how such overpayment is made up, and may recover such amounts, with the agreement of the employee as to the amount of the overpayment and method of such recovery. This sub-clause authorises the use of deductions from wages for the purpose of such recovery. All such deduction from wages must be authorised in writing by the employee.

11.8 Particulars of Wages

On payday each employee shall be provided with a pay slip which complies with the relevant provisions of the Act, including the following particulars:

- a) The name of the employer – BaptistCare;
- b) The name of the employee;
- c) The date on which the payment was made;
- d) The period to which that pay slip relates;
- e) If the employee is paid at an hourly rate of pay:
 - i. the ordinary hourly rate;
 - ii. the number of hours in that period the employee was employed at that rate; and
 - iii. the amount of the payment made at that rate;
- f) If the employee is paid at an annual rate of pay - that rate as at the latest date to which the payment relates;
- g) The gross amount of the payment;
- h) The net amount of the payment;
- i) Any amount paid that is an incentive-based payment, bonus, loading, monetary allowance, penalty rate or other separately identifiable entitlement;
- j) The details of each amount deducted from the gross amount including the name, or the name and number, of the fund or account into which the deduction was paid;
- k) If BaptistCare is required to make superannuation contributions:
 - i. the amount of each contribution; and
 - ii. the name of any fund into which the contribution was made.

12. HOURS

12.1 Reasonable Additional Hours

All hours worked over an average of 76 hours per fortnight, will be deemed to be additional hours. All hours worked by part time employees beyond their specified number of hours will be treated as additional hours for the purpose of this subclause. From time to time, full time employees may be required to work a reasonable amount of additional hours. Part time employees may be asked, but not required, to work a reasonable number of additional hours. All additional hours worked will be paid in accordance with this Agreement.

An employee may not be required to work additional hours in circumstances where the working of additional hours would result in the employee working hours which are unreasonable having regards to:

- a) any risk to employee health and safety that might reasonably be expected to arise if the employee worked the additional hours;
- b) the employee's personal circumstances including any family responsibilities;
- c) the operational requirements of the workplace;
- d) the notice (if any) given by BaptistCare of the additional hours and by the employee of his or her intention to refuse it;
- e) whether any of the additional hours are on a public holiday; and
- f) whether the additional hours are in accordance with averaging terms included under Section 63 of a modern award or enterprise agreement that applies to the employee, or with an averaging agreement agreed to by the employer and employee under Section 64 of the Fair Work Act;
- g) any other relevant matter.

12.2 Arrangement of Hours

- a) The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 hours per week.
- b) The hours of work prescribed in sub-clause 12.2.a may be arranged as follows:
 - i. 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than ten (10) days in the fortnight;
 - ii. 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than nineteen (19) days in the 28 calendar-day cycle; or
 - iii. As otherwise agreed in writing between BaptistCare and the employee.
- c) The ordinary hours of work for a part time employee will be a specified number of hours, which are less than those prescribed for a full time employee. The specified number of hours may be balanced over a fortnight, provided that the average fortnightly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this Agreement. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a "week-on", "week-off" basis in accordance with this subclause.
- d) Employees will be free from duty for not less than two (2) full days in each week or four (4) full days in each fortnight or eight (8) full days in each 28 day cycle. Where practical, days off will be consecutive. These days are referred to as "Rostered Days Off" (RDOs).
- e) Each shift shall consist of no more than ten (10) hours of work at ordinary time (not including meal breaks).
- f) An employee shall not work more than seven (7) consecutive shifts unless the employee requests and BaptistCare agrees.

- g) Except for meal breaks and the periods not worked in broken shifts, all time from the commencement to the cessation of duty each shift shall count as working time.
- h) BaptistCare will ensure there is provision for handover between Registered Nurses at the commencement of each shift to inform of any changes to a client's health status.

12.3 Minimum Engagement

- a) Full time employees shall receive a minimum payment of four (4) hours for each start in respect of ordinary hours of work.
- b) Part time and casual employees shall receive a minimum payment of two (2) hours for each start.
- c) Part time Registered Nurses (RNs), Enrolled Nurses (ENs) & Enrolled Nurses (with Notation) shall receive a minimum of three (3) hours for each start.

12.4 Broken Shifts

- a) Following consultation and agreement between BaptistCare and the employee, an employee may be required to work regular broken shifts at any time; for Registered Nurses (RN's) and Enrolled Nurses (EN's) this will only be by written agreement.
- b) A "broken shift" for the purposes of this sub-clause means a single shift worked by an employee that includes one (1) or more breaks other than a meal break and where the span of hours is not more than 12 hours.
- c) Where the number of breaks exceeds two (2) breaks within a single broken shift, this will be by mutual agreement.
- d) Where the time between the commencement and termination of the broken shift exceeds 12 hours, all work performed beyond that 12 hours will be paid at double ordinary time.
- e) An employee must receive a minimum break of ten (10) hours between broken shifts rostered on successive days.
- f) Where broken shifts are worked, employees shall receive the per shift allowance set out in Item 1 of Table Two of Schedule B to this Agreement.
- g) Payment for a broken shift shall be at ordinary pay with penalty rates and shift allowances in accordance with Clause 16 - Shift and Weekend Work, with shift allowances being determined by the commencing time of the broken shift.

12.5 Accrued Days Off (ADO)

- a) Full time employees may by agreement be given the opportunity by BaptistCare to arrange their working hours in any 28 consecutive days in a manner that allows the employees to work ordinary hours on less than 20 days in those 28 consecutive days. Such agreement shall not be unreasonably withheld by BaptistCare. This agreement should not conflict with the employee's arrangement of hours as prescribed in clause 12.2 Arrangement of Hours.
- b) A full time employee's accrued day off duty (ADO) shall be determined and rostered by mutual agreement between the employee and BaptistCare having regard to the needs of the place of employment or sections thereof. Such accrued day off duty shall, where practicable, be consecutive with the days not rostered for duty prescribed in clause 12.2. Provided that accrued days off shall not be rostered on public holidays.
- c) No time towards an ADO shall accumulate during:
 - i. Periods of workers' compensation;
 - ii. Unpaid Parental Leave;
 - iii. Long Service Leave;
 - iv. Annual Leave;
 - v. Any period of unpaid leave;

- vi. Paid Personal/Carers Leave; or
 - vii. On an ADO.
- d) BaptistCare values its employees' work-life balance and encourages staff to use ADOs as they accrue for the purposes of rest and recreational pursuits. Where BaptistCare and the employee agree, a full time employee entitled to ADOs under this clause may bank up to five (5) ADOs. In the event that five (5) ADOs are banked, the individual employee's hours shall revert to the standard of 7.6 hours per shift for the duration that five (5) days are banked.
 - e) An employee will be paid for any banked ADOs, at ordinary pay, on the termination of their employment for any reason.
 - f) By agreement with BaptistCare, an employee may cash out any banked ADOs at ordinary pay.

13. ROSTERS

13.1 Notification of Roster

- a) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Such roster shall be displayed two weeks prior to the commencing date of the first working period in any roster subject to sub-clause 13.1.b.
- b) In the case of Home Services Employees, alternative means of communicating changes of rosters such as telephone communication, text message, direct contact, email, mail or facsimile will be accepted.
- c) Sub-clause 13.1.a shall not make it obligatory for BaptistCare to display any roster of ordinary hours of work for casual or relieving employees.

13.2 Alteration of Rosters

Notwithstanding clause 13.1:

- a) A roster may be altered at any time in consultation with the employee(s) so as to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness or in an emergency. Where such alteration involves an employee working on a day which would have been his or her rostered day off, such employee may be paid or have time off in lieu of hours worked which shall be by mutual agreement.
- b) Sub-clause 13.2.a shall not apply where the only change to the roster of a part time employee is the mutually agreed addition of extra hours to be worked such that the part time employee still has two (2) rostered days off in that week or four (4) rostered days off in that fortnight, as the case may be.

13.3 Client Cancellation

- a) Where a Home Services client cancels for reasons other than those outlined in sub-clause 13.3.b, full time and part time employees shall be entitled to receive payment for their minimum specified hours in that pay period. BaptistCare may direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other Home Services clients, in a Residential Facility, or in a BaptistCare Home Services office.
- b) Where BaptistCare is unable to meet the minimum specified hours of a full time or part time employee for reasons associated with a client death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:
 - i. Work shall be re-allocated from casual employees to the full time or part time employee; or

- ii. Hours shall be reallocated from another employee who is working hours additional to their minimum specified hours; or
 - iii. Where the employee agrees, the employee may have access to annual or long service leave; or
 - iv. When there is insufficient work to fill the employee's contracted hours, the manager of the BaptistCare Residential Facility or Home Services Centre shall undertake a business assessment of current clients and consider the employee's availability schedule. If the employee refuses additional shifts within their availability schedule the employee shall not be paid for the minimum specified hours in that pay period.
 - v. If a dispute arises between an employee and their manager relating to BaptistCare being unable to meet the minimum specified hours the BaptistCare Grievance and Dispute Resolution Procedures shall be followed as outlined in Clause 40.
 - vi. When all other options are exhausted the employee may be stood down by BaptistCare in accordance with the Act.
- c) Nothing in this clause shall prohibit the employee and employer reaching agreement as to a period of authorised unpaid leave.

14. BREAKS

14.1 Rest Breaks

Employees are entitled to a paid rest break depending on the length of their shift as follows:

Shift Length	Entitlement
Less than 4 hours	No break
4 but less than 7.6 hours	1 x 10 min break
7.6 hours or more	2 x 10 min break; or 1 x 20 min break if agreed to by the Employer

Two separate ten (10) minute paid tea breaks (in addition to unpaid meal breaks) shall be allowed each employee on duty during each ordinary shift of 7.6 hours or more; where less than 7.6 ordinary hours are worked, employees shall be allowed one ten (10) minute tea break in each four-hour period. Subject to agreement between BaptistCare and the employee, the two ten-minute tea breaks may alternatively be taken as one twenty (20) minute tea break.

14.2 Meal Breaks

- a) Meal breaks shall be 30 minutes duration for a shift length in excess of six (6) hours, but not more than ten (10) hours; and 60 minutes total duration for a shift length in excess of ten (10) hours and shall not count as time worked. Such time shall be taken as either two thirty minute meal breaks or one 60 minute meal break, subject to agreement between BaptistCare and the employee. Meal breaks may be extended with manager's approval.
- b) However, employees engaged in Home Services care duties may be rostered to have a paid twenty (20) minute break in the place of the meal break where they are required to remain with the client during such break.

14.3 Meals During Overtime

An employee who is required to work overtime for more than two hours in the one shift shall, at the option of BaptistCare, be supplied with a meal or shall be paid the amount for the meal as set out in Table Two of Schedule B to this Agreement.

14.4 Breaks Between Shifts

- a) An employee must receive the following breaks between shifts:
- b) An eight (8) hour break:
 - i. between ordinary rostered shifts which are not broken shifts; and/or
 - ii. where reasonable additional hours are worked which are not overtime hours; and
- c) A ten (10) hour break:
 - i. where overtime is worked; or
 - ii. where broken shifts are worked on successive days.

15. OVERTIME

15.1 Definition of Overtime

Overtime is paid in the following circumstances:

- a) Where a full time employee:
 - i. works in excess of their ordinary hours;
 - ii. works in excess of 10 hours per shift;
 - iii. works on a rostered day off (RDO).
- b) Where a part time employee:
 - i. works in excess of 10 hours per shift; and/or
 - ii. works in excess of 76 hours per fortnight, where employed by the fortnight; and/or
 - iii. works in excess of 152 hours per 4-weekly period, where employed on a 4-weekly basis; and/or
 - iv. works on a rostered day off (RDO).
- c) Where a casual employee:
 - i. works in excess of 10 hours per shift; and/or
 - ii. works in excess of 76 hours per fortnight;
 - iii. is deprived of the break between shifts as required by clause 14.4.

15.2 Payment of Overtime

Overtime shall be paid at the base rate of pay in accordance with the following:

Day	Penalty
Monday to Saturday (inclusive)	Time and one-half (150%) for first two hours and thereafter double time (200%)
Sunday	Double time (200%)
Public Holidays	Double time and one-half (250%)

Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in Clause 16 – Shift & Weekend Work and the casual loading in clause 11.2.a.

15.3 Overtime and Breaks

An employee must receive an eight or ten hour break between rostered shifts in accordance with Clause 14 – Breaks. Where the next shift is due to commence before the employee has had their appropriate eight or ten hours break, one of the following will apply:

- a) The employee will be released prior to, or after the completion of their shift to permit them to have their appropriate break under Clause 14 – Breaks without loss of pay for the working time occurring during such absence.
- b) If at the request of BaptistCare an employee works without their appropriate break, they shall be paid until they are released from duty at overtime rates. Once released from duty such employees shall be entitled to be absent from work until they have had their appropriate break in accordance with Clause 14 – Breaks without loss of pay for working time occurring during such an absence.

15.4 Recalled to Work Overtime

With the exception of employees recalled during a broken shift, employees who are recalled to work overtime in Residential Facilities after leaving their place of work shall be paid a minimum of four (4) hours at the appropriate applicable overtime rate for each time so recalled. For Home Service Employees (including full time) this will be a one (1) hour start. Provided that except in unforeseen circumstances an employee shall not be required to work the full hours if the tasks to be performed on recall are completed within a shorter period.

- a) An employee recalled to work overtime pursuant to sub-clause 15.4 shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.
- b) Provided that where an employee elects to use his or her own vehicle the employee shall be paid the per kilometre allowance set out in Table 2 of Schedule B to this Agreement.

15.5 Calculation of Overtime

For the purposes of assessing overtime, each day shall stand alone, provided that where;

- a) Any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day; or;
- b) There is a minimum of an eight (8) hour break between shifts, or ten (10) hours with regard to broken shifts.

15.6 Excess Hours

All time worked by part time employees in excess of the employees contracted hours prescribed in subclause 12.2 be paid as normal hours worked. Where the employee works greater than 76 hours per fortnight, hours in excess of 76 hours shall be paid at overtime rates. Part time employees will also be paid overtime rates for any shift in excess of 10 hours and after 12 hours for broken shifts.

15.7 Time off in Lieu

In lieu of receiving payment for overtime in accordance with this clause, employees other than Assistants in Nursing may be compensated by way of time off in lieu of overtime on the following basis:

- a) Time off in lieu of overtime is taken on the basis of hour for hour at ordinary pay, that is for example, one hour off for each hour of overtime worked. However, any applicable shift and weekend penalties shall still be paid as if the time was worked when taking such time in lieu. It must be taken within four months of it being accrued at a mutually agreed time.
- b) Assistants-in-Nursing: The period of time that an employee is entitled to take is equivalent to the overtime payment that would have been made. For example, an Assistant-in-Nursing who worked one hour of overtime is entitled to 1.5 hours' time off in lieu.
- c) Where it is not possible for an employee to take the time off in lieu of overtime within the four month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- d) Employees cannot be compelled to take time off in lieu of overtime and BaptistCare cannot be compelled to agree to provide the employee with time off in lieu of overtime.

- e) The BaptistCare Care Centre manager must maintain records of all time in lieu of overtime owing and taken by employees.
- f) Where no election is made the employee shall be paid overtime rates in accordance with this Agreement.

15.8 Meals while required to work Overtime

An employee who is required to work overtime for more than two hours and such overtime goes beyond 7:00 a.m., 1:00 p.m., and 6:00 p.m. shall, at the option of the employer, be supplied with a meal or shall be paid, as the case may be:

- a) The amount for breakfast set out in Table Two of Schedule B to this Agreement;
- b) The amount for lunch set out in Table Two of Schedule B to this Agreement;
- c) The amount for the evening meal set out in Table Two of Schedule B to this Agreement.

16. SHIFT AND WEEKEND WORK

16.1 Weekday Shifts

Employees other than Home Services employees and Health Professionals shall be paid the following penalties calculated on their ordinary pay for shifts rostered as follows. Provided that such Residential Services employees working less than the hours prescribed for a full time employee within Clause 12 – Hours, shall only be entitled to the additional rates where their shifts commence prior to 6:00am or finish subsequent to 6:00pm:

Shift	Commencement Time	Penalty
Early morning shift	From 4.00am and before 6.00am	10%
Day shift	From 6.00am and before 10.30am	None
Morning Shift	From 10.30am and before 1.00pm	10%
Afternoon Shift	From 1.00pm and before 4.00pm	12.5%
Night Shift	From 4.00pm and before 4.00am	15%

16.2 Home Services Employees

Home Services Employees shall be paid the following penalties, calculated on their ordinary pay, for shifts rostered in accordance with the following:

Shift	Commencement & Finish Time	Penalty
Afternoon Shift	Finishes after 8.00pm and at or before 12 midnight Monday to Friday	12.5%
Night Shift	Finishes after 12 midnight or commences before 6.00am Monday to Friday	15%

Notwithstanding sub-clause 16.2, provided that Home Services employees working less than the hours prescribed for a full time employee within Clause 12 – Hours, shall only be entitled to the additional rates where their shifts commence prior to 6:00am or finish subsequent to 8:00pm.

16.3 Health Professionals

Where the ordinary rostered hours of a **Health Professional**, who is a shift worker, finish between 6.00pm and 8.00am or commence between 6.00pm and 6.00am, the employee will be paid an additional loading of 15% on their ordinary rate of pay.

For the purpose of clause 16.3 a Health Professional is a shift worker if they are regularly rostered to work their ordinary hours outside of the ordinary hours of 6.00am to 6.00pm Monday to Friday.

16.4 Shift Penalties for Casuals

In addition to the applicable shift penalties in the preceding clauses 16.1, 16.2 and 16.3, casual employees will also be entitled to the casual loading as set out in clause 11.2.a calculated on their base rate of pay.

16.5 Special Requests for Shift Changes

The employer may agree to the written request of an employee to work what would normally be a day shift job outside of day shift hours and not be paid any shift or weekend penalties.

- a) No employee shall be coerced into requesting such a pattern of hours.
- b) An arrangement agreed under this subclause must not change or affect any other employee's number or pattern of working hours.
- c) The employee may opt out of an agreed arrangement under this subclause at any time by providing two weeks' written notice, in which case the employee shall revert to the original day shift roster and pattern of hours.

16.6 Weekend Shifts Penalties

Employees shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:

Day	Penalty
Saturday (midnight Friday to midnight Saturday)	Time and one-half (150%).
Sunday (midnight Saturday to midnight Sunday)	Time and three-quarters (175%) for employees other than Home Services employees. Double time (200%) for Home Services employees.

16.7 Application of Weekend Penalties

Weekend penalties in clause 16.6 shall be in substitution for and not cumulative upon the shift allowances prescribed in the preceding clauses 16.1, 16.2 and 16.3.

16.8 Weekend Penalties for Casuals

Weekend penalties in clause 16.6 shall be in substitution for and not cumulative upon the casual loading as set out in subclause 11.2.a. for all casual employees other than Assistants-in-Nursing and Enrolled Nurses who shall be entitled to the casual loading calculated on their ordinary rate of pay and then added to the applicable weekend penalty.

17. PUBLIC HOLIDAYS

- 17.1 Public holidays are provided for in the NES. This clause contains additional provisions.
- 17.2 An employee is entitled to a day off on a public holiday, subject to sub-clauses 17.3 and 17.4.
- 17.3 BaptistCare may request an employee to work on a particular public holiday.
- 17.4 The employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so. In determining this, regard must be had to the matters set out in Section 114 of the Act. This Agreement acknowledges BaptistCare will require

work on public holidays to meet operational requirements, and parties acknowledge that the nature of the work performed by the employees will require work on public holidays.

17.5 Public holidays shall be allowed to employees without loss of ordinary pay.

17.6 For the purposes of this Agreement, the following days shall be deemed to be public holidays:

- a) **For NSW Employees:** New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day.
- b) **For ACT Employees:** New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Family & Community Day; Christmas Day; Boxing Day.
- c) If, under a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 17.6.a, then the substituted day or part day is the public holiday.
- d) Subject to subclause 17.7, any other day duly proclaimed and observed as a public holiday within the area in which the BaptistCare Centre is situated.

17.7 In addition to the public holidays specified in sub-clause 17.6.a, **NSW employees only** shall be entitled to an extra public holiday each year. Such public holiday shall occur on one of the following days as determined by BaptistCare:

- a) On the day on which the August Bank Holiday is observed; or
- b) On a day between Christmas and New Year within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year; or
- c) On a gazetted and proclaimed local public holiday. In areas where only one half-day is proclaimed and observed, the whole day will be regarded as a public holiday for the purposes of this Agreement. In these circumstances if a further one half day local public holiday occurs in that calendar year, it will not be observed for the purposes of this clause.
- d) BaptistCare shall nominate before July 1 of each calendar year, the date on which this extra public holiday is to be observed. Once such an election is made, such date then becomes the date on which the extra public holiday is to be observed for all workers within BaptistCare covered by this Agreement, provided however that if no such election is duly made, the extra public holiday will be observed on the August Bank Holiday.
- e) Notwithstanding anything elsewhere contained in this agreement, this subclause shall apply in substitution for a local public holiday or half public holiday proclaimed and observed in any local government area or part of a local government area under subclause 17.5.b.

17.8 It is the intention of this agreement that a NSW employee will ordinarily be entitled to 12 public holidays per annum, being the 11 named public holidays under subclause 17.6.a. and the extra public holiday under subclause 17.7. An ACT employee will ordinarily be entitled to 12 public holidays per annum, being the 12 named public holidays under clause 17.6.b.

Example: An employee works full time in the local area of Newcastle. This employee would be entitled to the 11 named public holidays under subclause 17.6.a. and an extra public holiday under subclause 17.7, being either the (August Bank holiday) or (a day between Christmas and New Year) or (a local public holiday, e.g. Newcastle Show Day). Under no circumstances would this employee be entitled to either of the (August Bank holiday) or (a day between Christmas and New Year) and (a local public holiday, e.g. Newcastle Show Day). However, where a special or additional public holiday is proclaimed and observed in Newcastle, as a 'one-off' additional or special public holiday, the employee would be entitled to that day as a public holiday under this agreement pursuant to subclause 17.7.

17.9 Public Holidays Worked

An employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other shift allowances (except broken shift allowances), weekend penalties, casual loading and part time loading, as follows:

- a) Full time Employees: Double and a half for all time worked. Alternatively, if the employee elects, half-time extra for all time worked in addition to the weekly rate and have one ordinary working day added to be taken in conjunction with the period of annual leave.
- b) Part time Employees: Double and a half for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary pay. Alternatively, if the employee elects, half-time extra for all time worked in addition to the weekly rate and have the equivalent number of hours worked added to their annual leave.
- c) Casual Employees: Double time and one-half the base rates of pay for casuals for all time worked. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in sub-clause 11.2.

17.10 The election referred to in sub-clause 17.9 is to be made in writing by the employee at the commencement of each year and is irrevocable during that period of employment.

17.11 Full time shift-workers rostered off duty on a public holiday shall be paid one day's pay in addition to the weekly rate, or if the employee so elects have one day added to their annual leave.

18. ALLOWANCES

18.1 In Charge Allowance Registered Nurse

- a) A registered nurse who is designated to be in charge for nominated hours during the day, evening or night of a residential aged care centre shall be paid in addition to their appropriate salary, whilst so in charge, for the nominated hours pro rata of that shift as set out in Item 13 (for less than 100 beds) or Item 14 (for 100 or more beds) of Table Two of Schedule B to this Agreement. If a Registered Nurse is designated to be in charge for more than three hours they will be paid the in charge allowance for the entire shift.
- b) This sub-clause shall not apply to registered nurses holding classified positions of a higher grade than a registered nurse.

18.2 Vehicle /Travelling Allowance

- a) An employee, other than a Home Services Employee, sent for duty to a place other than his or her regular place of duty shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses. Where possible a BaptistCare vehicle should be made available to the employee in the first instance.
- b) Where an employee is called upon and agrees to use his or her private vehicle for official business, the employee shall be paid the per kilometre allowance set out in Table Two of Schedule B to this Agreement. The payment will be based upon the most direct available route between work locations, excluding travel to and from the employee's home to the first place of work and return to home at the end of his or her duties. This allowance will be revised each year in line with movements to the vehicle allowance in clause 15.7.a of the Aged Care Award 2010.
- c) Where an employee is required to use public transport for travel on official business such employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the employee's home to the first place of work and return to home at the cessation of his or her duties.

- d) No payment shall be made under this sub-clause 18.2.b and 18.2.c unless BaptistCare is satisfied that the employee has incurred expenditure for such travel.
- e) Where Home Services employees are rostered to work with consecutive clients they shall be paid the applicable hourly rate for all time travelled/allocated between consecutive clients, excluding travel from the employee's home to the first place of work and return to home at the cessation of their duties. Time travelled/allocated shall form part of the employee's contract hours.
- f) Where sub-clause 18.2.e applies, Home Services employees will accrue towards leave entitlements, up to the maximum entitlement for a full time employee, for the time taken to travel between locations.

18.3 Provision of Uniforms – Residential Facilities

- a) Subject to sub-clause 18.3.c. of this sub-clause, sufficient suitable and serviceable uniforms or overalls shall be supplied free of cost, to each employee required to wear them. An employee to whom a new uniform or part of a uniform has been supplied by BaptistCare, who fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment for it at a reasonable price, in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
- b) Upon termination, an employee shall return any uniform or part thereof supplied by BaptistCare, which is still in use by the employee, immediately prior to leaving.
- c) Where special-type shoes are required by BaptistCare, BaptistCare shall pay the employee the weekly allowance set out in Table Two of Schedule B to this Agreement. Special shoes are steel capped shoes for maintenance staff or shoes with fat resistant soles for kitchen staff. BaptistCare will only pay the special shoe allowance where the above shoes are specifically required by BaptistCare on an individual basis.
- d) If, in any residential facility, the uniforms of an employee are not laundered at the expense of the facility, the sum per week set out in Table Two of Schedule B to this Agreement shall be paid to the said employee. Provided that the payment of such laundry allowance shall not be made to any employee on absences exceeding one week.
- e) An employee who works less than thirty-eight hours per week shall be entitled to the allowance prescribed in 18.3.d in the same proportion as the average hours worked each week bears to thirty-eight ordinary hours.
- f) An employee who works less than 76 hours per fortnight shall be paid the allowances noted above on a pro-rata basis.
- g) Each employee whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate personal protective clothing and equipment. All other allowances in this clause will not be paid to employees during absences on:
 - i. Workers Compensation; Long Service Leave and periods of leave without pay; and
 - ii. Personal/Carer's leave beyond 3 weeks.

18.4 Sleepover Allowance

- a) Employees, other than nurses, may, in addition to normal rostered shifts, be required to sleepover. Nurses may under take sleepovers by agreement. A sleepover means sleeping in at night in order to be on call for emergencies.
- b) The following conditions shall apply to each night of sleepover:
 - i. The span for a sleepover shall be not less than eight (8) hours or more than ten (10) hours on any one night.

- ii. Employees shall be provided with free board and lodging for each night on which they are required to sleep over. Sleep over will not occur on more than five (5) consecutive nights, unless by mutual agreement.
 - iii. Employees shall be provided with a separate room with a bed and use of staff facilities or client facilities where applicable.
 - iv. In addition to the provision of free board and lodging for such nights, the employee shall be entitled to a sleepover allowance for each sleepover.
 - v. No work other than that of an emergency nature shall be required to be performed during any sleepover. For the purposes of this clause an emergency is any unplanned occurrence or event requiring prompt action.
 - vi. An employee directed to perform work other than that of an emergency nature during any sleepover shall be paid the appropriate hourly rate from the start of the sleepover to the end of the non-emergency work, or from the start of the non-emergency work to the end of the sleepover, whichever is the lesser, in addition to the sleepover allowance in sub-clause 18.4.b.iv.
 - vii. All time worked during any sleepover shall count as time worked and be paid for in accordance with the following provisions:
- c) All time worked by full time employees during any sleepover shall be paid at overtime rates.
- All time worked by part time employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend penalties; provided that, if the total number of hours worked on that day exceeds ten hours, then the excess hours worked on that day shall be paid for at overtime rates; and provided further that if the total number of hours worked exceeds 76 hours in the fortnight, then the excess hours worked in that fortnight, shall be paid for at overtime rates.
- d) All time worked by casual employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend penalties; provided that if the total number of hours worked exceeds 76 hours in the fortnight, then the excess hours worked in that week or fortnight, shall be paid for at overtime rates.
- e) And provided further that where the employee does not have eight consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of sub-clause (x) of this sub-clause will apply.
- i. A sleepover may be rostered to commence immediately at the conclusion of the employee's shift and continuous with that shift; and/or immediately prior to the employee's shift and continuous with that shift, and not otherwise.
 - ii. No employee shall be required to sleepover during any part of their rostered days off and/or allocated days off provided for in sub-clauses 12.2.d, 12.2.f and 12.5.
 - iii. An employee (whether a full time employee, part time employee or casual employee) who performs so much work during sleepover periods between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times shall, subject to this sub-clause, be released after completion of such work until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of BaptistCare such an employee resumes or continues to work without having such eight consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- f) Nothing in this clause shall preclude BaptistCare from rostering an employee to work shift work in lieu of undertaking sleepover.

18.5 Overnight / Live in Respite (Home Services Care Staff) 24 Hour Shift

- a) The terms and conditions contained in this clause shall be in substitution for and not cumulative upon the following clauses of this agreement.

Clause	Subject
12	Hours
16	Shift & Weekend Work
15	Overtime

- b) Employees may agree to live at a client's home for a period of up to 72 hours in order to be on call for non-scheduled work and to perform general housekeeping and/or personal care duties.
- c) An employee will receive a flat rate as set out in Table Two – Rates and other allowances, while staying at the client's home between 10pm and 6am.
- d) For all hours spent at the clients' home between 6am and 7pm they will receive their normal hourly rate. For hours spent at the clients' home between 7pm and 10pm they will receive their normal hourly rate plus a 15% loading.

18.6 On Call Allowance

- a) An employee who agrees to be on call, that is, the employee agrees to make themselves ready and available to return to work at short notice whilst off duty, shall be paid the allowance, for each period of 24 hours or part thereof, set out in Table Two of Schedule B to this Agreement.
- b) An employee who is directed to remain on site and on call during a meal break shall be paid the meal break on call allowance as set out in Table Two of this agreement, provided that no allowance shall be paid if, during a period of 24 hours, including such period of on call the employee is entitled to receive the allowance prescribed in sub-clause 18.6.a.
- c) Where an employee on call in accordance with sub-clause 18.7.a, leaves the residential aged care centre and is recalled to duty, she or he shall be reimbursed all reasonable fares and expenses actually incurred. Where in these circumstances the employee elects to use his or her own vehicle the employee shall be paid the per kilometre allowance set out in Table Two of Schedule B to this Agreement.
- d) An employee who agrees to be on call whilst on an Accrued Day Off (ADO), the employee will be paid an 'On call during an ADO' allowance as set out in Table Two of Schedule B to this Agreement.

18.7 Higher Duties Allowance

Subject to sub-clauses (b) of this clause, an employee who is called upon to relieve in a higher classification, shall be entitled to receive for the period of relief or the period during which he or she so acts the minimum payment for such higher classification.

18.8 Certificate III Allowance

A CSE Grade 1, CSE Grade 2, or an Assistant-in-Nursing who was in receipt of a Certificate III allowance prior to the operative date of this agreement will continue to receive an allowance of \$0.73 per hour for all paid ordinary hours.

PART 3 - LEAVE

19. ANNUAL LEAVE

19.1 The Standard

- a) Employees are entitled to annual leave in accordance with the provisions of the National Employment Standard NES Part 2-2 (refer to Division 6 Annual Leave) of the Act.
- b) Casual employees have no entitlement to annual leave.

19.2 Accrual of Annual Leave

- a) All full time employees, other than shiftworkers, are entitled to 4 weeks paid annual leave (pro rata for part time employees) for each completed year of service with BaptistCare.
- b) Shiftworkers are entitled to one additional week of Annual Leave.
- c) For the purposes of the NES a shiftworker is defined as:
 - i. an employee who is regularly rostered to work their ordinary hours outside Monday to Friday, 6am to 6pm; and/or
 - ii. an employee who works for more than four (4) ordinary hours on ten (10) or more weekends.
- d) Annual leave shall accrue on a pro-rata basis and be credited to the employee fortnightly.

19.3 Payment of Annual Leave

- a) If an employee takes annual leave during a period, the annual leave shall be paid at the employee's ordinary rate of pay immediately before the period begins.
- b) If the employment of an employee who has not taken an amount of accrued annual leave ends at a particular time, the employee's untaken accrued annual leave shall be paid at the employee's ordinary rate of pay at that time.
- c) Annual leave loading, if any, shall be paid in accordance with clause 19.6 of this Agreement.
- d) Where an employee has a dual letter of offer and is receiving two rates of pay, the higher rate of pay is to be paid for the entire period of annual leave.

19.4 Taking of Annual Leave

- a) An employee is entitled to take an amount of annual leave during a particular period if:
 - i. at least that amount of annual leave is credited to the employee; and
 - ii. BaptistCare has authorised the employee to take the annual leave during that period.
- b) In the taking of leave, the employee shall make written application to BaptistCare, giving no less than 4 weeks' notice of the desired period of such leave. Shorter notice periods shall be permitted subject to operational needs.
- c) Annual leave shall be taken in an amount and at a time which is approved by BaptistCare subject to the operational requirements of the workplace. BaptistCare shall not unreasonably withhold, or revoke such approval.
- d) **Extensive accumulated annual leave:** Where an employee has accrued a total annual leave balance in excess of eight (8) weeks (ten (10) weeks for shiftworkers), BaptistCare may begin the following process:

- i. The employee shall be given written notification of excess leave and informed that a Plan for Leave Reduction form must be lodged to reduce excess leave. Such notification shall include a pro forma plan for the employee's response.
- ii. The employee with excess leave shall be given four (4) weeks to either apply for leave or discuss with their manager the special circumstances which may prevent an employee giving an exact leave date such as overseas trips, weddings and/or upcoming parenthood.
- iii. Where the employee fails to comply with the above requests, BaptistCare may direct that the employee proceed on leave in accordance with the Act.

19.5 Cashing out of Annual Leave

- a) Annual leave credited to an employee may be cashed out by agreement, subject to the following conditions (in accordance with section 93 of the Act):
 - i. the employee must elect in writing, and BaptistCare must agree, to receive payment in lieu of an amount of annual leave; and
 - ii. each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between BaptistCare and the employee; and
 - iii. during each 12 month period, an employee is entitled to cash out an amount equal to two weeks of annual leave that is equal to more than 1/26 of the ordinary hours worked by the employee during the period; and
 - iv. BaptistCare has agreed to the employee cashing out the annual leave; and
 - v. must be at least the full amount that would have been payable to the employee had the employee taken the leave that has been foregone; and
 - vi. annual leave may not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks (pro rata equivalent for part time employees).

19.6 Annual Leave Loading

- a) In addition to their Annual Leave payment, an employee will be paid the higher of:
 - i. an annual leave loading of 17.5% of their Annual Leave; or
 - ii. the weekend and shift penalties the employee would have received had they not been on annual leave during the relevant period.
- b) Employees shall be entitled to annual leave loading on four (4) weeks (five (5) weeks for shift workers) of the appropriate weekly rate of pay, or shift allowances and weekend penalties as set out in sub-clause 19.6.c. of this clause, whichever is the greater.
- c) A shift worker shall be paid whilst on annual leave his or her ordinary pay plus shift allowances and weekend penalties relating to ordinary time the shift worker would have worked if he/she had not been on annual leave. Provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave, for days which have been added to annual leave in accordance with the provisions of clause 17 - Public Holidays, or clause 19.8 Negotiated Extra Leave of this Agreement.
- d) No loading is payable where the annual leave is taken wholly or partly in advance, provided however, that if the employment of such an employee continues until their next anniversary date, the loading then becomes payable.
- e) Where the employment of an employee is terminated for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of the annual leave accrued as at their last anniversary date, they shall be paid the leave loading for such leave on termination.
- f) Where the employment of an employee is terminated for misconduct and at the time of the termination the employee has not been given and has not taken the whole of the

annual leave accrued as at their last anniversary date, they shall not be paid the leave loading for such leave on termination.

19.7 Annual Leave and Service

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

19.8 Negotiated Extra Leave (NEL)

- a) In consideration of operational requirements, BaptistCare may offer its employees the opportunity to 'purchase' up to an additional two (2) weeks of paid leave each year. Under such an agreement the employee may negotiate a reduction in salary of 1.92% for each week of leave purchased.
- b) Any leave so "purchased", if unused at the end of a 12 months period, will be refunded and paid to the employee as salary.
- c) Superannuation entitlements will be calculated on the pre-reduction salary.
- d) Annual leave entitlements will always be exhausted before NEL provisions are accessed.

20. PERSONAL/CARER'S LEAVE

20.1 The Standard

- a) Employees are entitled to personal/carer's leave in accordance with the provisions of the National Employment Standard NES Part 2-2 (refer to Division 7 Subdivision A Paid Personal Leave, Subdivision B Unpaid Carer's Leave) of the Australian Fair Work Act 2009
- b) Casual employees have no entitlement to paid personal/carer's leave, but do have an entitlement to unpaid carer's leave.

20.2 Meaning of Personal/Carer's Leave

Personal/ carer's leave is either:

- a) Paid leave (sick leave) taken by an employee because of a personal illness, or injury, of the employee; or
- b) Paid or unpaid leave (carer's leave) taken by an employee 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 injury, of the member; or
 - ii. an unexpected emergency affecting the member.

20.3 Accrual of Paid Personal / Carer's Leave

- a) Subject to the provisions of Clause 20.8.b, an employee shall be allocated an amount of paid personal / carer's leave at the commencement of employment and on the employee's anniversary of service. The amount of leave shall be equivalent to 1/26 of the number of ordinary hours worked by the employee for BaptistCare during that period.
- b) Paid personal/carer's leave is cumulative.
- c) No payment will be made in lieu of accumulated personal leave.
- d) Casual employees have no entitlement to paid personal/carer's leave.
- e) Any unused personal leave shall remain to the employee's credit and shall not be paid out on cessation of employment.

- f) BaptistCare will offer all BaptistCare employees who become grandparents during their employment the opportunity to access a maximum of one (1) day's personal leave at the time of their grandchild's birth, so as to assist their family. Grandparent's leave is available as part of the ten (10) days personal leave per annum. Employees may be asked to provide proof of the child's birth details.

20.4 Payment of Paid Personal/Carer's Leave

If an employee takes a period of paid personal/carers leave, the personal/carers leave shall be paid at the employee's ordinary rate of pay.

20.5 Personal/Carer's Leave on Public Holidays

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

20.6 Unpaid Carer's Leave

- a) An employee is entitled to a period of up to two (2) days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support during such a period because of:
 - i. a personal illness, or injury, of the member; or
 - ii. an unexpected emergency affecting the member.
- b) This entitlement extends to casual employees and BaptistCare agrees not to fail to re-engage a casual employee because the employee accessed the entitlements provided for in this sub-clause. The rights of BaptistCare to engage or not to engage a casual employee are otherwise not affected.
- c) An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/ carer's leave.

20.7 Taking of Paid Personal Leave and Unpaid Carer's Leave

- a) An employee is entitled to use their paid personal leave entitlement as paid personal leave in accordance with the Standard.
- b) An employee who is entitled to a period of unpaid carer's leave is entitled to take the unpaid carer's leave as:
 - i. a single, unbroken period of up to two (2) days; or
 - ii. any separate periods to which the employee and BaptistCare agree.
- c) **Personal/Carer's Leave - Notice:** To be entitled to personal/carers leave during a period, an employee must give BaptistCare notice as soon as reasonably practicable that the employee is (or will be) absent from his or her employment during the period because of a personal illness, or injury, of the employee or 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 injury, of the member; or
 - ii. an unexpected emergency affecting the member.
- d) **Personal Leave - Documentary Evidence:** All absences of two (2) or more consecutive days will require an employee, in the first instance, to provide BaptistCare with a medical certificate from a registered health practitioner that contains a satisfactory reason for the absence and the expected duration of absence. If the employee is reasonably unable to provide a medical certificate in the first instance, BaptistCare will require an employee to provide a statutory declaration that contains a satisfactory explanation of the reason(s) for absence and the expected duration of absence. However, BaptistCare may reasonably request a medical certificate from a registered health practitioner or a statutory declaration for all absences, including each single day absence. Reasonable grounds for this request

may include, but are not limited to: recurrent absences; performance management or absences concurrent with public holidays.

20.8 Personal/Carer's Leave and Service

- a) A period of paid personal/carer's leave does not break an employee's continuity of service and paid personal / carer's leave counts as service for all purposes.
- b) A period of unpaid personal/carer's leave does not break an employee's continuity of service; however a period of unpaid personal/carer's leave does not count as service.

21. COMPASSIONATE LEAVE

21.1 Entitlement

- a) Employees are entitled to compassionate leave in accordance with the provisions of the National Employment Standard NES Part 2-2 (refer to Division 7 Subdivision C - Compassionate Leave) of the Australian Fair Work Act 2009.
- b) Casual employees have no entitlement to paid compassionate leave. However casual employees are entitled to unpaid compassionate leave provided the casual employee would otherwise be entitled to such leave and complies with the provisions of this clause. BaptistCare agrees not to fail to re-engage a casual employee because the employee accessed the entitlements provided for in this sub-clause. The rights of BaptistCare to engage or not to engage a casual employee are otherwise not affected.

21.2 Taking of Compassionate Leave

Compassionate leave is paid leave taken by an employee:

- a) for the purposes of spending time with a person who:
 - i. Is a member of the employee's immediate family or a member of the employee's household; and
 - ii. Has a personal illness, or injury, that poses a serious threat to his or her life; or
- b) After the death of a member of the employee's immediate family or a member of the employee's household.

21.3 An employee is entitled to a period of two (2) days of compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:

- a) Contracts or develops a personal illness that poses a serious threat to his or her life; or
- b) Sustains a personal injury that poses a serious threat to his or her life; or
- c) Dies.

21.4 However, the employee is entitled to compassionate leave only if the employee gives BaptistCare any evidence that BaptistCare reasonably requires of the illness, injury or death.

21.5 An employee who is entitled to a period of compassionate leave is entitled to take the compassionate leave as:

- a) a single, unbroken period of two (2) days; or
- b) Two (2) separate periods of one (1) day each; or
- c) any separate periods to which the employee and BaptistCare agree.

- 21.6 If an employee takes compassionate leave during a period, the compassionate leave shall be paid at the employee's ordinary rate of pay immediately before the period begins.
- 21.7 A period of compassionate leave does not break an employee's continuity of service and compassionate leave counts as service for all purposes.

22. COMMUNITY SERVICES LEAVE

22.1 Entitlement

Employees are entitled to community service Leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 8 of the Act).

22.2 Eligible community service activities

- a) entitle an employee, acting reasonably, to be absent from employment for periods including:
 - i. time when the employee engages in the activity;
 - ii. reasonable travelling time associated with the activity;
 - iii. reasonable rest time immediately following the activity.
- b) include:
 - i. jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - ii. a voluntary emergency management activity; or
 - iii. an activity prescribed in regulations made for the purpose of subsection (4).

22.3 Jury Service

- a) There is no limit on the amount of unpaid jury service leave an employee can take in a 12 month period of employment.
- b) Employees, other than casuals, are entitled to be paid:
 - i. for the first 10 days when absent from work in one or more periods to attend jury service re a particular jury service summons.
 - ii. the difference between what the employee received as jury service pay and the base rate of pay for the employee's ordinary hours of work in the period or periods.
- c) Where the duration of jury service re a particular jury service summons exceeds 10 days, the employer agrees to assist the employee as far as is reasonably practical to maintain their regular income. The assistance may include: flexibility of rosters; access to Annual Leave and/or Long Service Leave.
- d) The employer may require the employee to provide evidence that would satisfy a reasonable person:
 - i. that the employee took all necessary steps to obtain any amount of jury service pay to which they were entitled; and
 - ii. of the total amount of jury service pay, paid or payable to the employee.
- e) No payment is required where evidence is required by the employer and not provided by the employee.

22.4 Voluntary emergency management activity (VEMA)

- a) An employee engages in a VEMA if:
 - i. they voluntarily participate;
 - ii. the activity involves dealing with an emergency or natural disaster;

- iii. they are a member of, or have a member like association with a recognised emergency management body (REMB); and
- iv. the REMB requests their participation

23. NATURAL DISASTER LEAVE

- 23.1 Where an employee is unable to attend work because of a declared natural disaster such as bushfire or flood, they will be entitled to be paid leave at ordinary pay for the shift they would have otherwise worked on that day for up to three (3) days per annum. This entitlement is not cumulative from year to year.
- 23.2 The employer may require the employee to provide reasonable evidence to support their absence.

24. PARENTAL LEAVE

24.1 The Standard

- a) Employees are entitled to parental leave in accordance with the provisions of the National Employment Standards (NES) within the Fair Work Act 2009 (set out in Chapter 2, Part 2-2, Division 5 of the Fair Work Act 2009).
- b) Casual employees have no entitlement to parental leave unless they are eligible casual employees.
- c) Parental leave comprises maternity leave, supporting parent leave and adoption leave.

24.2 BaptistCare Paid Parental Leave

In addition to the Act BaptistCare employees may be eligible for the following:

- a) **Paid maternity leave:** A full time or part time employee who is eligible for maternity leave shall be **entitled** to nine (9) weeks paid maternity leave at ordinary pay or eighteen (18) weeks at half pay from the date the paid maternity leave commences.
 - b) **Paid supporting parent leave:** A full time or part time employee who is eligible for supporting parent leave shall be entitled to a single, unbroken period of paid leave (paid supporting parent leave) of two (2) weeks at ordinary pay taken by an employee and which must commence within four (4) weeks of the birth of the child.
 - c) **Paid adoption leave:** A full time or part time employee who is eligible for adoption leave shall be entitled to a single, unbroken period of paid leave (paid adoption leave) of nine (9) weeks at ordinary pay from and including the day of placement of an eligible child with the employee for adoption.
 - d) For the purposes of the calculation of “ordinary pay” for paid parental leave purposes, an employee will be paid the higher of:
 - i. The average of the ordinary hours actually worked by the employee in the 12 month period ending at the commencement of parental leave; or
 - ii. The ordinary hours worked by the employee at the time of the commencement of parental leave.
- 24.3 Employees will be required to complete 40 weeks continuous service with BaptistCare in order to qualify for paid parental leave.
- 24.4 An employee who has once met the conditions for paid maternity leave or paid adoption leave will not be required to again work the 40 weeks’ continuous service in order to qualify for a further period of unpaid maternity leave or adoption leave, unless;

- a) There has been a break in service where the employee has re-employed or re-appointed after a resignation, medical retirement or after his / her services have otherwise dispensed with; or
- b) 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, parental leave without pay, or leave without pay associated with illness or injury compensable under the Workers' Compensation Act.
- c) Where an employee becomes pregnant whilst on maternity leave, a further period of unpaid maternity leave will be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

25. LONG SERVICE LEAVE

- 25.1 An employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the Long Service Leave Act 1955 (NSW) or Long Service Leave Act 1976(ACT)/ACT LSL (Portable Schemes) Act (dependent upon the state or territory to which they are employed) provided that should there be any inconsistency between that legislation and the provisions of this Agreement these provisions shall prevail to the extent the Agreement entitles employees to long service leave in excess of the employees' entitlement to long service leave under those Acts
- 25.2 An employee shall be entitled to Long Service Leave in accordance with the relevant State or Territory Act. That is following seven (7) years of continuous service in the ACT and ten (10) years continuous service in NSW.
- 25.3 Each employee shall be entitled to two months long service leave on ordinary pay after becoming eligible in accordance with the relevant State or Territory Act after ten (10) years' service. Thereafter additional long service leave shall accrue on the basis of five (5) months long service leave for each ten (10) years' service. This additional leave may be taken on a pro-rata basis each five years after completing the initial ten (10) year period of service.
- 25.4 Where the services of an employee with at least five (5) years' service is terminated by BaptistCare for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee he/she shall be entitled to be paid a proportionate amount on the basis of two (2) months for ten (10) years' service.
- 25.5 One (1) months' notice shall be given when proposed long service leave is to be given and taken. Leave is to be taken as soon as practicable or at an agreed upon date. If postponed, leave will be paid at the rate applicable at the time of agreement.
- 25.6 Long Service Leave shall be taken in minimum periods of one (1) week.

26. CEREMONIAL LEAVE

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

27. FAMILY AND DOMESTIC VIOLENCE LEAVE

27.1 Family and Domestic Violence Leave Definitions

- a) Family and Domestic Violence includes acts or threats of violence, not including acts of self-defence, committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim, by a person who is or has been in a continuing social relationship of a romantic or intimate nature with the victim, or a person who is or has continually or at regular intervals lived in the same household as the victim.
- b) 'Family and Domestic Violence' includes physical, sexual, financial, verbal or emotional abuse by a family member.
- c) An employee may, for the purposes of this clause, be required to produce suitable evidence of Family and Domestic Violence, such as documents issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service, a Lawyer or counselling professional or by statutory declaration.

27.2 Family and Domestic Violence Leave Measures

- a) No adverse action will be taken against an employee on the basis of being the victim of Family and Domestic Violence.
- b) All personal information concerning Family and Domestic Violence will be kept confidential in line with BaptistCare's Privacy Policy and relevant legislation.
- c) BaptistCare will identify a contact within the organisation with whom the employee can make contact for the purposes of this clause.
- d) Upon receipt of a reasonable request from an employee who has satisfied the criteria of this clause BaptistCare will, subject to operational requirements, facilitate flexible working arrangements which may include:
 - i. changes to working times and to work location;
 - ii. changes to telephone numbers and/or email addresses;
 - iii. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- e) An employee experiencing family and domestic violence may be referred to the Employee Assistance Program (EAP) and/or other local resources that include professionals trained specifically in family and domestic violence.

27.3 Family and Domestic Violence Leave Provisions

- a) A full time or part time employee who has established evidence of being the victim of Family or Domestic Violence with BaptistCare may utilise the following leave entitlements for medical appointments, legal proceedings and other activities related to Family and Domestic Violence.
 - i. Personal/Carer's Leave provided the employee maintains a reserve of at least one (1) week;
 - ii. Where leave entitlements in sub-clause 27.3a.i are exhausted the employer shall grant up to five (5) days' special leave on ordinary pay per calendar year to be used for absences from the workplace;
 - iii. Where leave entitlements in sub-clauses 27.3.a.i & 27.3.a.ii are exhausted the employer shall permit access to unused Annual Leave and when exhausted unpaid leave.
- b) Casual employees will be entitled to unpaid Family and Domestic leave.
- c) This leave may be taken as consecutive or single days or as a fraction of a day.
- d) An employee who supports a person experiencing family and domestic violence may use their existing carer's leave, and if exhausted, annual leave and if exhausted unpaid leave to accompany the person on activities related to the family and domestic violence, or to mind the children of the person.

PART 4 – OTHER PROVISIONS

28. TERMINATION OF EMPLOYMENT

28.1 Procedural Fairness

Prior to reaching any decision to terminate the employment of an employee on grounds other than would justify summary dismissal, BaptistCare will:

- a) Inform the employee in writing that the termination of their employment is being considered;
- b) Advise the employee of the reasons for termination; and
- c) Provide the employee with an opportunity to show cause why their employment should not be terminated.
- d) Give an employee reasonable time to respond being no less than 24 hours, and shall be provided with details of any relevant material. Where a meeting is held with the employee, the employee is entitled to have a support person present. The support person may be a workplace union delegate, an officer of the union, a family member or friend, or a person without a conflict of interest in the situation.

28.2 Notice of Termination

Employment, other than of a casual, will be terminated only by appropriate notice on either side or by the payment by BaptistCare or forfeiture by the employee of wages in lieu of notice. Provided that employment may be terminated by part of the period of notice specified, and part payment or forfeiture, in lieu of the period of notice specified. The employment of an employee on probation shall be terminated in accordance with sub-clauses 10.1.c. and 28.3. Sub-clause 29.5 shall not apply to such employee.

28.3 Notice of termination by BaptistCare

Period of Continuous Service	Minimum Period of Notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- a) Employees (other than casuals) aged 45 years or older will be entitled to an additional one week's notice if the employee has completed at least two (2) years continuous service for BaptistCare.
- b) Casuals are to be given notice to the end of the current shift worked.

28.4 Notice by employee

- a) The notice of termination required to be given by an employee of BaptistCare shall be the same as that required of BaptistCare, save and except that there shall be no additional notice based on the age of the employee concerned.
- b) Employees are to notify BaptistCare in writing of termination from their employment.
- c) If an employee fails to give or work out the appropriate notice BaptistCare shall have the right to withhold monies due with a maximum amount equal to the ordinary time rate of pay for the period or balance of notice with written authority by the employee.
- d) Where an employee gives notice of termination of employment and BaptistCare agrees to the employment ending before the end of the notice period, wages and benefits shall be paid only up to the time of the agreed termination.

- 28.5 BaptistCare may, without notice, summarily dismiss an employee at any time for serious misconduct or wilful disobedience. Payment is up to the time of dismissal only.
- 28.6 BaptistCare will give the employee a statement signed by BaptistCare stating the period of employment and when the employment was terminated if the employee requests.

28.7 Abandonment of Employment

- a) Where an employee is absent from work for a continuous period of three (3) working days without the consent of BaptistCare, and without notification to BaptistCare, BaptistCare shall be entitled to inform the employee by written correspondence that unless the employee provides a satisfactory explanation for her or his absence within three (3) days of the receipt of such a request, the employee will be considered to have abandoned employment.
- b) In the event that BaptistCare determines that the failure to provide a satisfactory explanation for such absence, or the reasons provided for such absence are not deemed acceptable, and may lead to termination of the employee's employment then the 'termination process' and 'notice' provisions of subclauses 28.1 and 28.3 in accordance with the NES shall apply.

29. REDUNDANCY

- 29.1 For the purposes of this clause, "continuous service" shall be interpreted in the same manner as "service of a worker" as interpreted in the Long Service Leave Act 1955 (NSW) or Long Service Leave Act 1976(ACT) as at the date this Agreement comes into operation. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an employee but are not to be taken into account in calculating length of service for the purposes of this clause.
- 29.2 Redundancy occurs where BaptistCare has made a definite decision that BaptistCare no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary turnover of labour.

29.3 Calculation of Retrenchment Pay

Unless the FWC subsequently orders otherwise pursuant to sub-clause 29.4, where the employment of an employee is to be terminated for the reason set out in sub-clause 29.2, BaptistCare shall pay including the notice period, in addition to other payments due to that employee, the following retrenchment pay in respect of the following continuous periods of service:

- a) Where the **employee is under 45 years of age**, BaptistCare shall pay the employee in accordance with the following scale:

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay

- b) Where the **employee is 45 years of age or over**, BaptistCare shall pay the employee in accordance with the following scale:

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

- c) "weeks' pay" means the rate of pay for the employee concerned at the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:
- shift allowances as prescribed in sub-clauses 16.1, 16.2 and 16.3 - Shift and Weekend Work;
 - weekend penalties as prescribed in sub-clause 16.4 - Shift and Weekend Work;
 - broken shift allowances as prescribed in clause 12.4 - Broken Shifts;
 - sleepover allowances as prescribed in clause 18.4 - Sleepover;
 - apprentices' TAFE examination allowances as prescribed in clause 11.6.d. - Other Entitlements.

29.4 Subject to an application by BaptistCare and further order of the FWC BaptistCare may pay a lesser amount (or no amount) of retrenchment pay than that contained in sub-clause 29.3. The FWC shall have regard to such financial and other resources of BaptistCare concerned as the FWC thinks relevant, and the probable effect paying the amount of retrenchment pay in sub-clause 29.3 will have on BaptistCare.

29.5 Time off During Notice Periods.

- During the period of notice of termination given by BaptistCare, an employee shall be allowed up to one (1) days' time off without loss of pay during each week of notice, to a maximum of five (5) weeks, for the purpose of seeking other employment.
- If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee will, at the request of the BaptistCare, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent.

29.6 Employee Leaving During the Notice Period.

- If the employment of an employee is terminated by BaptistCare (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with BaptistCare until the expiry of such notice.
- In such circumstances where the employee leaves BaptistCare before the notice period expires, the employee will be entitled to the same benefits and payments under the clause had the employee remained with the employer until the expiry of such notice except for;
 - The employee will not be entitled to payment in lieu of notice
 - The employee will be entitled to payment for all hours rostered and so worked, but not for hours rostered beyond the termination date not worked

30. LABOUR FLEXIBILITY AND MIXED FUNCTIONS

- 30.1 BaptistCare may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- 30.2 BaptistCare may direct an employee to carry out such duties and use such tools and equipment as may be required, provided the employee possesses the relevant skills and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be facilitated.
- 30.3 Any direction issued by BaptistCare pursuant to sub-clauses 30.1 and/or 30.2 shall be consistent with BaptistCare's responsibility to provide a safe and healthy working environment for employees, and BaptistCare's duty of care to residents and/or clients.

31. AGREEMENT FLEXIBILITY

- 31.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - a) the agreement deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
 - b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph 31.1(a); and
 - c) the arrangement is genuinely agreed to by the employer and employee.
- 31.2 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.
- 31.3 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.
- 31.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 31.5 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.

32. REMUNERATION PACKAGING

32.1 Salary Packaging

Where agreed between BaptistCare and an employee, BaptistCare may introduce remuneration packaging. The terms and conditions of such a package may make provision for a salary greater than that contained in the salary band. The package overall shall not be less favourable than the entitlements otherwise available under this Agreement on a global or overall basis and shall be subject to the following provisions:

- a) BaptistCare shall ensure that the structure of any package complies with taxation and other relevant laws;
- b) BaptistCare shall confirm in writing to the employee the classification level and the current salary payable as applicable to the employee under this Agreement;
- c) BaptistCare shall advise the employee in writing of his or her right to choose payment of that salary referred to in sub-clause (b) above instead of a remuneration package;
- d) BaptistCare shall advise the employee, in writing, that all Agreement conditions, other than the salary and those conditions as agreed in sub-clause (e) below shall continue to apply;
- e) Where packaging arrangements apply, hours of work shall be consistent with the Act;
- f) When determining the remuneration package, the non-salary fringe benefit shall be in accordance with relevant Australian Taxation Office legislation;
- g) A copy of the agreement shall be made available to the employee;
- h) The employee shall be entitled to inspect details of the payments made under the terms of this agreement;
- i) The configuration of the remuneration package shall remain in force for the period agreed between the employee and BaptistCare;
- j) Where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between BaptistCare and the employee, an unused amount may be carried forward to the next period, or paid as salary which will be subject to usual taxation requirements;
- k) Remuneration packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding Fringe Benefit Tax or personal tax arrangements, and that change may impact on this agreement, all salary packaging arrangements may at the discretion of BaptistCare be terminated. Upon termination in these circumstances the employee's rate of pay will revert to the rate of pay that applied immediately prior to a salary packaging agreement made pursuant to this clause, or the appropriate Agreement rate of pay whichever is greater;
- l) In the event that an employee ceases to be employed by BaptistCare this agreement will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates in accordance with sub-clause (b) above. Any outstanding benefit may be withheld until the receipt of all BaptistCare property, on the date of termination or soon after; and will involve discussion between parties.
- m) Any pay increases granted to employees under this Agreement shall also apply to employees subject to remuneration packaging arrangements within this clause.

33. SUPERANNUATION

- 33.1 BaptistCare will make all obligatory superannuation contributions into an approved Superannuation Fund nominated by the employee, as required by, and in a manner which is specified within the Commonwealth Superannuation Guarantee Administration Act, 1992 as varied from time to time. An approved fund must offer a “My Super” product.
- 33.2 An ‘approved fund’ means:
- a) First State Super;
 - b) Health Employees’ Superannuation Trust Australia (H.E.S.T.A.);
 - c) Prime Super; or
 - d) Any agreed complying superannuation fund; provided that the employer shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of agreement.
- 33.4 The superannuation contributions will be calculated on the employee’s ordinary rate of pay as per ATO definitions.
- 33.5 BaptistCare shall make superannuation contributions, in respect of qualified employees into an approved fund on a monthly basis. Employee contributions can be made but are not compulsory.
- 33.6 Salary Sacrifice to Superannuation
- a) An employee can elect to sacrifice a portion of salary to superannuation. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.
 - b) Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars). This will give the effect of reducing the taxable income by the amount for salary sacrifice.
 - c) BaptistCare will not use any amount that is salary sacrificed by an employee to count towards BaptistCare’s obligation to pay contributions under the SG legislation.
 - d) Contributions payable by BaptistCare in relation to the SG legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
 - e) Any additional superannuation contributions made in accordance with this clause shall be paid into the same superannuation fund that receives BaptistCare’s SG contributions.

34. ATTENDANCE AT MEETINGS

- 34.1 Wherever possible, the employer will hold meetings within the employee’s ordinary hours. Any employee required to attend Work Health and Safety Committee meetings in the capacity of an employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive ordinary pay per hour for the actual time spent in attendance at such meetings. In lieu of receiving payment, employees may, with the agreement of BaptistCare, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent shall not be viewed as overtime for the purposes of this Agreement.
- 34.2 To ensure communication that is open, consistent and two-way, all employees are expected where practical to attend staff meeting as required.

35. TRAINING

- 35.1 Employees will be given on-going training as necessary, relevant to their roles and responsibilities.
- 35.2 All employees are required to attend scheduled mandatory training relevant to their position.
- 35.3 Each employee shall provide to BaptistCare details of their attendance at training and BaptistCare shall keep a record of this attendance.
- 35.4 Upon termination of the employee's employment BaptistCare shall provide to the employee a written statement of the hours of training attended by the employee if requested.
- 35.5 Where practicable, such training shall be provided to employees during their normal rostered hours of work. Where this is not practicable:
- a) Employees shall attend training outside their normal rostered working hours when required to do so by BaptistCare;
 - b) BaptistCare shall provide employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours;
 - c) Notwithstanding Clause 15 - Overtime, attendance at such training shall be paid ordinary pay for the period of training.
 - d) BaptistCare requiring an employee to attend training shall also pay to the employee ordinary pay for time travelling to and from a period of training referred to in sub-clause (c) that is in excess of the time normally taken for that employee to attend work.
 - e) When receiving travelling time as set out in sub-clause (d), an employee using his or her own vehicle for attendance at such training shall be paid the per kilometre allowance set out in Table Two of Schedule B to this Agreement.
 - f) Training provided outside the normal rostered hours of work shall be arranged so as to allow full time employees to have at least eight or ten hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in Clause 12 - Hours. Where practicable, similar arrangements should also be made available to all other employees.
 - g) Any training undertaken by an employee that occurs at a workplace is not intended to replace or supplement staffing levels and the normal levels of service delivery at such a workplace.
 - h) Notwithstanding sub-clause 12.2 - Hours, sub-clause 15.2 - Overtime will not apply where attendance at such training is outside the normal rostered working time of other than full time employees and where it interrupts the applicable eight (8) or ten (10) hour break between shifts.
 - i) Delivery of training may be via a variety of means including, but not limited to: face to face, on-the-job and e-learning. The organisation will facilitate access to the appropriate resources to undertake the relevant training as well as the necessary skills to utilise those resources.

36. AMENITIES

The minimum standards as set out in all relevant Work Health & Safety legislation shall be met in the provision of amenities to employees.

37. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

- 37.1 Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES (as set out in Chapter 2, Part 2-2 Division 4 of the Act).
- 37.2 Employees are eligible to make a request to the employer for a change in working arrangements, including changes in hours of work, changes in patterns of work and changes in location of work in the following circumstances:
- a) The employee is a parent, or has a responsibility for the care of a child who is of school age or younger or is under 18 and has a disability
 - b) The employee is a carer (within the meaning of the Carer Recognition Act 2010);
 - c) The employee has a disability;
 - d) The employee is 55 or older;
 - e) The Employee is experiencing violence from a member of the employee's family;
 - f) The employee provides care or support to a member of their immediate family or household who requires care or support because they are experiencing violence from the member's family.
- 37.3 The employee is not entitled to make the request unless:
- a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or
 - b) for a casual employee—the employee:
 - i. is a long term casual employee of the employer immediately before making the request; and
 - ii. has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.
- 37.4 The request must:
- a) be in writing; and
 - b) set out details of the change sought and of the reasons for the change.
- 37.5 The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.

38. INSPECTION OF LOCKERS

- 38.1 Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable, such inspection may be carried out in the absence of the employee by an officer of BaptistCare and an employee representative where practicable, otherwise by any two officers appointed by BaptistCare for that purpose.
- 38.2 This clause will be used only in serious and exceptional circumstances such as the death or long term absence of an employee or where there is probable cause to suspect that there may be stolen or illegal items in the locker.

39. WORKLOAD MANAGEMENT

- 39.1 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/client care.
- 39.2 To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
- a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
 - c) If a solution still cannot be identified and implemented, the matter should be referred to the Residential Facility Manager or Home Services Manager for further discussion.
 - d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected employees.
 - e) At each of the steps above, the parties should aim to agree on a reasonable time frame for a response.
- 39.3 Where required 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) Assessed clients' needs;
 - b) The demand of the environment such as centre layout;
 - c) Statutory obligation, (including the requirements of Nursing Legislation).
 - d) Reasonable workloads;
 - e) Accreditation and Quality standards of funding bodies and
 - f) Budgetary considerations.
- 39.4 If the issue is still unresolved, the employee(s) may advance the matter through Clause 39 - Grievance and Disputes Resolution Procedures. Arbitration of workload management issues may only occur by agreement of all parties.

40. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

- 40.1 Unless otherwise stated the terms "party" or "parties" referred to in this clause means those included within Clause 3 – Parties Bound.
- 40.2 This dispute resolution procedure will apply to disputes about:
- a) Any matters arising in the employment relationship, except matters relating to the actual or termination of employment of an employee;
 - b) Matters in relation to the NES ;
 - c) Whether BaptistCare had reasonable business grounds under the Act e.g.; requests for flexible working arrangements or requests for extending unpaid parental leave.
- 40.3 BaptistCare or employee may appoint another person, organisation or association [e.g. Union or Aged & Community Services Australia (ACSA)] to accompany and/or represent them for the purposes of this clause.

- 40.4 In the event of a dispute the parties will initially attempt to resolve the matter in a timely manner at the workplace level, including, but not limited to:
- a) The employee and his or her supervisor discussing the matter; and
 - b) If the matter is still not resolved the parties arranging further discussions involving more senior levels of management (as appropriate).
- 40.5 If a dispute is unable to be resolved at the workplace, in accordance with subclause 39.3, a party to the dispute may refer the matter to FWC or other appropriate statutory tribunal following extensive consultation.
- 40.6 The parties agree that FWC shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and finally arbitration.
- 40.7 While the dispute resolution procedure is being conducted, work must continue in accordance with this agreement and the Act. Subject to applicable Work Health & Safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

41. CONSULTATION RE CHANGES TO REGULAR ROSTERS OR ORDINARY HOURS OF WORK

- a) Where the employer proposes to change an employee's regular roster or ordinary hours of work, the employer must:
 - i. provide information about the change to the employee or employees affected; and
 - ii. invite the employee or employees affected to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities; and
 - iii. consider any views given by employees about the impact of the change.
- b) An employer or employee may appoint a representative for the purposes of this clause.
 - i. The identity of the representative must be advised to the other party.
- c) The obligations under sub-clause (a) shall be read in conjunction with the other agreement provisions concerning the scheduling of work and notice requirement, including but not limited to Clause 12 - Hours and Clause 13 - Rosters.
- d) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

42. CONSULTATION RE MAJOR WORKPLACE CHANGE

42.1 BaptistCare will notify:

- a) Where BaptistCare has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, BaptistCare will notify the employees who may be affected by the proposed changes and their representatives, if any which may include the union.
- b) Significant effects include termination of employment; major changes in the composition, operation or size of the BaptistCare workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining, or transfer of employees to other work or locations, and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

42.2 BaptistCare to discuss change:

- a) BaptistCare will discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 42.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- b) Discussions must commence as early as practicable after a definite decision has been made by BaptistCare to make the changes referred to in clause 42.1.
- c) For the purposes of such discussion, BaptistCare will provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that BaptistCare is not required to disclose confidential information the disclosure of which would be contrary to the interests of BaptistCare.

43. CONSULTATIVE COMMITTEE

- a) Where, in a Residential Facility or Home Service Centre, a majority of employees covered by this agreement vote in support of the establishment of a consultative committee, BaptistCare will facilitate the establishment of such a committee.
- b) Composition
 - i. The consultative committee will comprise up to three (3) employee representatives elected by the employees, (which may include union delegates); and
 - ii. up to three (3) representatives nominated by BaptistCare.
 - iii. Where a representative is unable to attend they may nominate another person.
- c) The consultative committee will meet during normal working hours twice annually or as otherwise agreed and keep a record of the discussions.
- d) The consultative committee may discuss issues in or in connection with:
 - i. Clause 41 - Consultation Regarding Major Workplace Change;
 - ii. Clause 39 - Workload Management; and
 - iii. Other issues as agreed by the committee.

SCHEDULE A: EMPLOYMENT CLASSIFICATIONS

This Schedule contains the following employment classifications and definitions:

All employees will be provided with a letter of appointment and a position description detailing their classification, at the start of their employment or any new appointment to a different classification. The following employment classifications and definitions apply to this Agreement, these definitions are a generic summary of the duties involved for each position at BaptistCare Centres, please refer to the corresponding position description and the BaptistCare Job Family Framework for a more detailed description of the duties involved:

1. CARE SERVICE EMPLOYEES

Care Services Employee means a person who is required to provide care in accordance with BaptistCare's philosophy of care and the BaptistCare Job Family Framework (JFF) competency requirements, as directed across the three streams i.e. care, support and maintenance. This may include the duties associated with the provisions of Home Services to Home Services Clients or those associated with providing care within a Residential Facility.

The type of duties required of a care service employee may include cleaning, child minding, gardening, handiwork (within the employees skills and competencies), cooking, laundry, shopping, personal errands, escorting clients and associated driving, personal care services and general up keeping services.

1.1 Care Service Employee New Entrant

Means an employee with less than 250 hours or three (3) months' work experience in this industry who performs basic duties under direct supervision. Such employees perform routine functions requiring understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions including compliance with documentation requirements as determined by BaptistCare. Problems should be referred to a more senior staff member. Indicative tasks an employee at this level may perform are as follows:

Typical Duties - New Entrant - Care Stream: Carry out simple tasks under supervision to assist a higher grade Care Service Employee attending to the personal needs of clients.

Typical Duties - New Entrant – Support/Maintenance Stream: General assistance to higher grade employees in the full range of domestic duties. General labouring assistance to higher grade employees in the full range of gardening and maintenance duties.

1.2 Care Service Employee Grade 1

Means an employee who has 250 hours or three (3) months' work experience in the industry or who has or can demonstrate relevant prior experience, acceptable to BaptistCare, which enables the employee to work effectively at this level. A Junior Employee (less than 18 years) when classified at this grade may be paid as a new entrant. An employee who works under limited supervision, works individually, or in a team environment. Employees at this level work within established guidelines including compliance with documentation requirements as determined by BaptistCare. In some situations detailed instructions may be necessary.

Should an employee at this Grade 1 level working in Home Services not satisfactorily complete the requirements of Grade 1, he/she shall be notified in writing by BaptistCare two weeks prior to the date on which he/she would have proceeded to Grade 2.

Notwithstanding the above, home services employees who choose only to carry out general housekeeping duties and are not prepared to multi skill shall be paid at this grade.

Indicative tasks an employee at this level may perform are as follows:

Grade 1 – Care Stream - Residential - Typical Duties:

1. Under limited supervision, develop capacity to provide care services to clients in carrying out simple personal care tasks which shall include but not be limited to: assistance with daily living activities e.g. assisting with showers or baths, shaving, cutting nails; lay out clothes and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes.
2. Assist with meals; as well as social, behavioural support and domestic assistance.
3. Employees at this level are expected to adhere to duty of care principles according to Policy & Procedures Manual and job role.
4. Applies BaptistCare RESPECT approach in own work appropriate to setting. Under direct supervision, provide assistance to a higher Grade Care Service Employee in attending to the personal care needs of a client.

Grade 1 - Care Stream - Home Services – Typical Duties:

1. Adheres to duty of care principles according to BaptistCare Policy & Procedure Manual and job roles
2. Assist with meals; as well as social, behavioural support and domestic assistance.
3. Develops capacity to provide care services to clients that may include personal care, food preparation, hospital visits, shopping and cleaning.
4. May assist in organising outings.
5. Applies BaptistCare RESPECT approach in own work appropriate to setting. Under direct supervision, provide assistance to a higher grade Care Service Employee in attending to the personal care needs of a client.

A Home Services Employee working as a CSE Grade 1 may be undertaking a Certificate III in Home and Community Care or equivalent. At the end of a period of six months employment with BaptistCare, employees working within Home Services who have satisfactorily completed the requirements of Grade 1 shall progress to Grade 2.

Grade 1 – Support / Maintenance Stream – Typical Duties:

1. Performance under limited supervision of the full range of domestic duties including but not limited to: general cleaning of accommodation, food service, and general areas; general waiting, table service and clearing duties.
2. Assistance in the preparation of food, including the cooking and/or preparation of light refreshments.
3. All laundry duties.
4. Performance under limited supervision of labouring duties associated with gardening and general maintenance activities, including but not limited to: sweeping; hosing; garbage collection and disposal.
5. Keeping the outside of buildings clean and tidy; mowing lawns and assisting the gardener in labouring.

All employees have the ability to work across both the Care and Support/Maintenance Stream.

1.3 Care Service Employee Grade 2

Means an employee with relevant experience who works individually or in a team environment either in a residential facility or as a home services employee. A CSE Grade2 is responsible for the quality of their own work, subject to general supervision, including compliance with documentation requirements as determined by BaptistCare. Indicative tasks an employee at this level may perform are as follows:

Grade 2 - Care Stream - Residential – Typical Duties:

1. Provide a wide range of client-centred care and services to clients, in accordance with the BaptistCare JFF (level 3 – Residential).
2. Commonwealth and State Legislative requirements, and in accordance with a client's Care Plan.
3. Adheres to duty of care principles and Policy & Procedures Manuals.
4. Assist and supports BaptistCare clients with medication utilising medication compliance aids in accordance with legislation and BaptistCare policies & procedures.
5. Simple wound dressing.
6. Assist with the implementation of continence programs as identified in the Care Plan.
7. Attend to routine urinalysis, blood pressure, temperature and pulse checks; blood sugar level checks etc and assist and support diabetic clients in the management of their insulin and diet; recognise the signs of both Hyper and Hypo-Glycemia.
8. Recognise, report and respond appropriately to changes in the condition of clients, within the skills and competence of the employee and the policies and procedures of the organisation;
9. Document client care in accordance with policy.
10. Assist in the development and implementation of client care plans.
11. Participates in the care evaluation process.
12. Assist in the development and implementation of programs of activities for clients, under the supervision of a Care Service Employee Grade 3 or above, or a Diversional Therapist.
13. Applies BaptistCare RESPECT approach in own work appropriate to setting.
14. Implements strategies relevant to progressive & variable nature of dementia to minimise impact of behaviours of concern.

Grade 2 - Care Stream - Home Services – Typical Duties:

1. Assists clients to identify needs. Contributes to the development of, facilitates and implements individualised care plan and ongoing referrals.
2. Reviews and evaluates clients care plans.
3. Undertakes case work for clients with complex needs.
4. Monitors home based support.
5. Facilitates support for personal care needs.
6. May coordinate a limited number of other workers, if working in a Day Centre.
7. Maintains quality service delivery.
8. Delivers services within allocated hours and meets service outcomes ensuring completion and compliance to time frames and service quality.
9. Supports clients' access to service.
10. Applies BaptistCare RESPECT approach in own work appropriate to setting.
11. Assists in the implementing of strategies relevant to progressive & variable nature of dementia to minimise impact of behaviours of concern.

Grade 2 – Support/Maintenance Stream – Typical Duties:

Assist a higher grade worker in the planning, cooking and preparation of the full range of meals, and provide domestic assistance as required. Drive a Sedan or Utility.

Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge. Work with and undertake limited coordination of the work of other maintenance workers. Where no tradesperson is employed, an employee at this level may be called upon to perform tasks falling within the scope of trades skills, provided the time involved in performing such work, is paid at the rate of Care Service Employee Grade 3. Perform gardening duties. Provide advice on planning and plant maintenance. Attend to indoor plants,

conduct recycling and re-potting schedules. Carry out physical inspections of property and premises and report.

Assistant in Nursing:

Means an employee who is employed as such who has relevant skills and experience and is able to work both individually and in a team environment, subject to general supervision. An AIN is required to provide care, in accordance with BaptistCare' philosophy of care, as directed.

Assistants in Nursing subject to this Agreement shall be paid as a CSE Grade 2.

Indicative tasks an employee at this level may perform include:

1. Under limited supervision assisting in the development and implementation of agreed Care Plans.
2. Assisting in the mentoring of employees who hold the position of Care Services Employees New Entrant and Care Services Employee Grade 1.
3. The provision of a wide range of personal care services to clients, under limited supervision, in accordance with Commonwealth and State Legislative requirements, and in accordance with the client's Care Plan.

1.4 Care Service Employee Grade 3

Means an employee who holds either a Certificate Level III in Aged Care Work or undertaking a Certificate IV in Aged Care or related discipline or other appropriate Qualifications/ Experience acceptable to BaptistCare and:

- a) Is designated by BaptistCare as having the responsibility for leading and/or supervising the work of others; or
- b) Is required to work individually with minimal supervision and has been designated by BaptistCare as having overall responsibility for a particular function within the residential aged care centre.

An employee who holds appropriate Trade Qualifications and is required to act on them. Where the work of such employee requires the holding of a licence, the licence allowance from the applicable State Trades award shall be paid. Employees at this level may be required to plan, direct, and train staff and comply with documentation requirements as determined by BaptistCare and assist in the development of budgets. Indicative tasks an employee at this level may perform are as follows:

Grade 3 - Care Stream – Residential – Typical Duties:

1. Implement care plans as required to provide client-centred care and services.
2. Work with an understanding of Accreditation Standards and funding mechanisms.
3. Use strategies consistent with the BaptistCare RESPECT approach and appropriate techniques to minimise impact of behaviour of concern.
4. Advocate for clients and support client rights and interests.
5. Respond to family concerns and provides incidental support to clients/families, refer appropriately.
6. Apply an understanding of contemporary issues in aged care practice such as legal & ethical issues, legislation & respect for individual culture, spiritual & religious practice for the client to own work.
7. Create an environment that fosters client participation and wellbeing.
8. Implements strategies relevant to progressive & variable nature of dementia to minimise impact of behaviours of concern.

Grade 3 - Care Stream - Home Services – Typical Duties:

1. Assesses & assists clients to identify needs.
2. Assists coordinators with the development, and facilitates and implements individualised care plans and ongoing referrals reviews and evaluates client care plans.
3. Undertakes case work for clients for clients with complex needs.
4. Coordinates and monitors home based support.
5. Facilitates support for personal care needs.
6. Supervises work & maintains quality service delivery.
7. Meets service outcomes ensuring completion & compliance to time frames & service quality.
8. Supports clients' access to services.
9. Implements strategies relevant to progressive & variable nature of dementia to minimise impact of behaviours of concern.
10. Supports the interests, rights and needs of clients.
11. Supports clients' self-management and positive lifestyle.
12. Supports relationships with carers and families.
13. Use strategies consistent with the BaptistCare RESPECT approach and appropriate techniques to minimise impact of behaviour of concern.

Grade 3 – Support / Maintenance Stream Typical Duties:

1. Responsible for the planning, ordering and preparing of all meals and provide domestic assistance as required.
2. Schedule work programs on a routine and regular basis.
3. Coordinate and direct the work of staff.
4. Drive a Minibus or Larger Vehicle.
5. Carry out maintenance, repairs, gardening and other tasks falling within the scope of trades' skills.
6. Undertake the more complicated repairs to equipment and appliances calling for trades' skills. Coordinate and direct the work of staff performing gardening duties.
7. Schedule work programs on a routine and regular basis.

Grade 3 – Support / Maintenance Stream Bus Drivers - Typical Duties:

Means an employee who is employed as such who has relevant skills, licence and experience and is able to work both individually and in a team environment, subject to general supervision. Bus drivers will also be required to carry out other Grade 3 duties within the scope of their skills.

Bus Drivers subject to this Agreement shall be paid as a CSE Grade 3.

- a) Limitation of driving hours shall be in accordance with National Driving Hours legislation.
- b) No employee shall drive a vehicle, that contravenes the *Motor Traffic Act* 1968 and Regulations other than for the purpose of completing a journey already commenced.
- c) Where required by BaptistCare, driver's duties shall include minor and non-mechanical repairs within the competencies of the employee, such as changing tail lights.
- d) Drivers will also be required to perform other incidental or peripheral duties such as cleaning buses.

1.5 Care Service Employee Grade 4 (Home Services Employees Only)

Means an employee who holds a Certificate Level IV in Aged Care Work or related discipline and successful completion of the medication competencies outlined in the BaptistCare Scope of Practice document and:

- a) Is required to utilise their Medication competence regularly during shifts worked at BaptistCare; and
- b) Has undergone an annual BaptistCare competency assessment in medication administration.

Note: Possession of these qualifications alone does not require BaptistCare to pay staff at this Level. Employees at this Level must be demonstrably utilising these skills to meet the planned acute care needs of rostered clients to be considered eligible for this payment. Employees at this level may be required to plan, direct, and buddy train staff and comply with documentation requirements as determined by BaptistCare and assist in the development of budgets. BaptistCare will regularly consult with employees in relation to the changing needs of BaptistCare clients; and ensure the acute care of BaptistCare clients is met by appropriately trained employees including the requirements of Grade 4. Indicative tasks an employee at this level may perform are as follows:

Grade 4 - Care Stream - Home Services – Typical Duties:

1. Undertake all typical duties outlined under Grade 3 - Care Stream Home Services.
2. Work with RN/Coordinators to deliver complex care services to BaptistCare clients.
3. Administer medications to clients in the community and in BaptistCare Care Centres e.g. Day Centres.
4. Signing medication signage only after administering the client's medication.
5. Act as a witness to a documented telephone order taken by a RN/Coordinator.
6. Immediately report to the Coordinator / Home Services Manager any medication incident and / or error.
7. Complete BaptistCare documentation pertaining to use of medications with clients.
8. Ensure that medication is stored safely and appropriately.
9. Report the side effects that a client may suffer as a result of taking medication.
10. Participate in Continuous Improvement activities that may include medication audits.
11. Attend to client wounds in accordance with BaptistCare guidelines and RN supervision.
12. Use strategies consistent with the BaptistCare RESPECT approach and appropriate techniques to minimise impact of behaviour of concern.

1.6 Care Supervisor Level One

Level One - An employee who holds a Certificate IV in Health (Enrolled Nursing) with medication endorsement or Certificate IV in Aged Care including competency CHCCS303A (CHC40102) or other appropriate qualifications/experience acceptable to BaptistCare is required to act on them and:

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

Care Supervisors may be required to exercise any/all managerial functions in relation to the operation of the care service and comply with documentation requirements as determined by BaptistCare. Indicative tasks an employee at this level may perform are as follows.

1. Overall responsibility for the provision of client-centred care and services to clients.
2. Coordinate team service delivery and direct the work of staff.
3. Adhere to duty of care and use resources appropriately.
4. Schedule work programs.
5. Develop and evaluate client care plans, seek advice from health professionals as required. Provide education on care issues and incidental support to clients & families as delegated by RN, refer appropriately.

6. Use strategies consistent with the BaptistCare RESPECT approach.
7. Apply an understanding of contemporary issues in aged care practice such as legal & ethical issues, advocacy & respect for individual culture, spiritual & religious practice for the client to own work.
8. Undertake basic assessments; implement less complex clinical, wound and palliative care as delegated by RN.
9. Administer medications within legal & policy guidelines and scope of practice to clients in residential aged care facilities:
 - i. Previously defined as Nursing Homes (as at 31 December 2004) by the Nursing Homes Act 1988 (NSW); or
 - ii. in which more than 80% of places are “allocated high care places” as defined in the Aged Care Act 1997 (Cth).

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

- a) A Certificate III in Aged Care Work (CHC30102); and
- b) A Certificate IV in Aged Care Work (CHC40102); and
- c) Medication module – “Provide Physical Assistance with Medication” (CHCCS303A); or
- d) Hold other appropriate qualifications acceptable to BaptistCare.

1.7 Care Supervisor Level Two

Once a Care Supervisor has accumulated 1000 hours as a Care Supervisor they will move to a Care Supervisor Level 2.

1.8 Care Supervisor - Enrolled Nurse (EN)

Means a person enrolled by the Board as an Enrolled Nurse and who is appointed as a Care Supervisor.

Level One

Care Supervisor – EN's may be required to exercise any/all managerial functions in relation to the operation of the care service and comply with documentation requirements as determined by BaptistCare. Indicative tasks an employee at this level may perform are as follows.

Overall responsibility for the provision of personal care to clients. Coordinate and direct the work of staff. Schedule work programs. Deliver medication to clients in residential aged care facilities as defined above.

Level Two

Once a Care Supervisor – EN has accumulated 1000 hours as a Care Supervisor they will move to a Care Supervisor- EN Level 2.

An Enrolled Nurse (EN) paid as an EN thereafter that becomes endorsed will commence in the Care Supervisor role as a Care Supervisor –Enrolled Nurse (CS-EN) thereafter.

2. OTHER CLASSIFICATIONS

2.1 Diversional Therapist Level 1

Means a person who provides, facilitates and co-ordinates group and individual leisure and recreational activities. This person must be a graduate from an approved university course which includes: the Associate Diploma and Diploma of Applied Science (Diversional Therapy) at the University of Sydney; Bachelor of Applied Sciences (Leisure and Health) at the University of Sydney; Bachelor of Applied Science (Diversional Therapy) at the University of Western Sydney, Macarthur; the Diploma or Bachelor of Health Sciences (Leisure and Health) at Charles Sturt University; the Associate Diploma course in Diversional Therapy conducted by the Cumberland College of Health Sciences; or who has such other qualifications deemed to be equivalent.

2.2 Diversional Therapist Level 2

Means a person who fulfils the requirements and duties of a Diversional Therapist Level 1 and has a minimum of 3 years' experience as a Diversional Therapist. The person may also be required to supervise, train and direct other employees as required by BaptistCare.

2.3 Maintenance Supervisor (Otherwise)

Means an employee who is required to perform maintenance duties as required and who may be required to supervise other maintenance staff and has overall responsibility for maintenance at the place of employment.

2.4 Maintenance Supervisor (Tradesperson) Level 1

Means an employee who has trade qualifications and has overall responsibility for maintenance at the place of employment and may be required to supervise other maintenance staff.

2.5 Maintenance Supervisor (Tradesperson) Level 2

Means an employee who has trade qualifications and has overall responsibility for maintenance at the place of employment and may be required to supervise other maintenance staff. A Maintenance Supervisor (Tradesperson) Level 2 must have a minimum 12 months experience in their relevant trade.

2.6 Cook in Charge

Cook-in-charge means a person employed as such, who has relevant Trade Qualifications or other appropriate qualifications and experience and who is required to work with no onsite supervision. Such an employee will carry out any activities deemed necessary for the planning, ordering, and preparation of all meals. Employees at this level will be required to plan, direct, and train other staff and comply with documentation requirements (for example, but not limited to HACCP and occupational health and safety ("OHS")). Staff management and rostering will also be carried out by this employee.

2.7 Chef (Qualified)

Chef means a person employed as such, who has relevant Trade Qualifications or other appropriate qualifications and experience and who is required to work with minimal supervision. Such an employee will carry out any activities deemed necessary for the planning, ordering, and preparation of all meals. Employees at this level may be required to plan, direct, and train other staff and comply with documentation requirements (for example, but not limited to HACCP and occupational health and safety ("OHS")).

2.8 Cook Unsupervised

Cook Unsupervised means a person employed as such, who has relevant qualifications and experience and who is required to work with no on-site supervision. Such an employee will carry out any activities deemed necessary for the planning, ordering, and preparation of all meals. Staff management and rostering may be carried out by this employee. Employees at this level may be required to plan, direct, and train other staff.

2.9 Cook Supervised

Cook Supervised means a person employed as such, who has relevant qualifications and experience and who works in the kitchen with some supervision. Such an employee will carry out any activities deemed necessary for the planning, ordering and preparation of all meals.

PROFESSIONAL SUPPORT

2.10 Professional Support Grade One

Professional Support Grade One means an employee employed as such and who holds an appropriate Certificate IV level qualification in a health care profession and is required to use that qualification. Where the work of such an employee requires the holding of a licence, any applicable licence allowance payable pursuant to any applicable Award shall be paid.

Employees at this level may be required to plan, direct, and train staff (up to but not including the level of Registered Nurse), comply with documentation requirements as determined by BaptistCare and assist in the development of budgets.

2.11 Professional Support Grade Two

Professional Support Grade Two means an employee who holds an undergraduate degree in a relevant health care profession, or equivalent as determined by BaptistCare and has met the requirements for entry into their respective professional body. Employees at this level may be required to perform duties such as:

- a) Assisting in managing a Facility and conducting its affairs in a way that is consistent with the objectives of any relevant Accreditation Standards.
- b) Liaising with the Care Manager of a Facility regarding breaches of facility policy and ward management problems which the employee is unable to solve.
- c) Maintaining and upholding policies, procedures, position descriptions and performance appraisal programs.
- d) Assisting with development of programs to improve resident care and encourage staff development.
- e) Ensuring that all staff under supervision maintain the highest standard of resident care, in line with the objectives of the Aged Care Accreditation Standards.
- f) Liaising with all members of the health care team to provide an individualised care plan for each resident.
- g) Acting as a resource person for all members of staff and when necessary counselling, advising or correcting staff members within the limits of the employee's responsibility.

NB: For the purpose of yearly progression based on service and experience an employee must complete 1976 hours of work.

3. ADMINISTRATIVE EMPLOYEES

- a) Grades: All administrative positions shall be graded in accordance with the complexity of tasks required for the incumbent to undertake. These grades shall be one of the following grades.
- b) An employee shall be graded in the grade where the principal function of the employee's role is as determined by BaptistCare.

3.1 Administrative Support Assistant – New Entrant.

This position is described as follows:

- i. The employee may work under direct supervision with regular checking of progress with regular checking.
- ii. An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.

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

Indicative tasks an employee at this level may perform are as follows:

New Entrant - Information Handling: Maintains daily business records and handles mail; collate and dispatch documents for bulk mailing; file and retrieve documents; Sorts & files documents requiring an understanding of office procedures &/or document content; Collates &/or copies data from various sources onto standard paper based or electronic forms.

New Entrant - Communication: Receive and relay oral and written messages; prepare simple forms and standard letters. An employee at this level may also be required to undertake switchboard and reception duties.

New Entrant - Enterprise: Identify key functions and personnel; apply office procedures.

New Entrant - Technology: Operate office equipment appropriate to the tasks to be completed; Uses standard office software applications to a basic level; Checks accuracy of data entered from source documents to systems.

New Entrant - Organisational: Plan and organise a personal daily work routine.

New Entrant - Team: Complete allocated tasks.

New Entrant- Business Financial: Record petty cash transactions; prepare banking documents; prepare business source documents.

New Entrant Progression

- a) An Administrative Support Assistant – New Entrant is an employee new to BaptistCare or newly recruited to an Administration position that has minimal work experience or qualifications such as Year 10/Certificate II, and that has been recruited to a Level 1 position. An employee at this level may be undertaking a Certificate II (Traineeship) or equivalent under Schedule C of this Agreement.
- b) Once an Administrative Support Assistant – New Entrant has accumulated 1000 hours as an Admin Support Assistant – New Entrant, they will progress to an Administration Assistant Level One subject to satisfactory performance and position availability.

3.2 Administrative Officer – Level 1

This position is described as follows:

- i. The employee may work under routine supervision with intermittent checking.
- ii. An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- iii. Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.
- iv. An employee at this level would have a Certificate III relevant to job role or equivalent knowledge & experience, or maybe undertaking the Certificate IV (traineeship) or equivalent

Indicative tasks an employee at this level may perform are as follows:

Level 1 - Information Handling: Files & retrieves from existing filing & archive system. Codes records and documents according to file coding system.

Level 1 - Communication: May undertake reception and telephone duties. Identifies & clarifies needs and refers as appropriate. Maintain visitor's sign in books & badges. May produce documents & spread sheets and enters data & prints reports. Receive and relay oral and written messages.

Level 1 - Enterprise: Provide information from own function area; re-direct inquiries and/or take appropriate follow-up action; greet visitors and attend to their needs. Identify key functions and personnel; apply office procedures; and assist with the development of routine procedures; May organise travel, maintain office diary & meeting room bookings; Distributes & prioritises mail for reply; May reconcile Resident Trust Accounts; May receipt & collect payment for special events, Resident Trust Accounts, visitor meals etc.

Level 1 - Technology: Operates & maintains office equipment appropriate to the task being completed. Diagnoses problems & faults & arranges repair; Uses standard office software applications at a basic level. Assists with implementation of IT systems procedures & guidelines; Assists with general maintenance of website content & design Assists with development & implementation of websites & brand.

Level 1 - Organisational: Plan and organise own work schedule; know roles and functions of other employees; May maintain administrative records such as vehicle usage records, archive register, equipment on issue to staff, & equipment register; May purchases stationery & office & medical equipment/supplies.

Level 1 - Team: Participate in identifying tasks for team; complete allocated tasks; assist others to complete tasks.

Level 1 - Business Financial: Maintains accounting & information management systems; May process accounts payable (AP) receivable (AR) & payment documentation & maintain AR & AP records; May evaluate payment requests; May reconcile debtors & bank accounts; May reconcile & monitor creditors & debtors accounts; May prepare, match, process & bank receipts; May process journal entries; Administers financial accounts; May process purchase orders & liaise with suppliers regarding purchases; May enter data into payroll system; May maintain records for FBT purposes.

Assist with timesheets and rostering process as required; Assists with routine maintenance of IT systems & their security.

3.3 Administrative Officer/Coordinator - Level 2

This position is described as follows:

- i. The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- ii. An employee at this Level may be responsible for the work of others and may be required to co-ordinate such work.
- iii. An employee at this Level applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.
- iv. An employee at this level would hold a Certificate IV relevant to job role or equivalent knowledge & experience.

Indicative tasks an employee at this level may perform are as follows:

Level 2 - Information Handling: **Update** and modify existing organisational records; remove inactive files; copy data on to standard forms; record documentation movements. Categorise files; maintain security of filing system; train others in the operation of the filing system; compile report; identify information source(s) inside and outside the organisation. May assist with data collection for audit & accreditation purposes; Maintain and Reconcile Resident Trust Accounts; Purchase and organise payment of stationery, office and medical supplies via Finance 1. Reviews/Amends fee generation billing journals & direct debit receipt journals via Xaptcare/TCM.

Level 2 - Communication: Respond to incoming telephone calls; make telephone calls; draft simple correspondence. Respond to oral and written requests for information; compose routine correspondence; handle sensitive inquiries with tact and discretion. Receive and

process a request for information; identify information source(s); Prepares straight forward correspondence; May maintain waiting list; May conduct facility tours; May support clients through application process & assist with the preparation of client agreements.

Level 2 - Enterprise: Clarify specific needs of client/other employees; provide information from own function area; re-direct **inquiries** and / or take appropriate follow-up on client/employee needs; clarify the nature of a verbal message; identify options for resolution and act accordingly. Provide information on current service provision and resource allocation within area of responsibility; identify trends in client requirements, greet visitors and attend to their needs. May oversee administrative records such as vehicle usage records, archive register, equipment on issue to staff, & asset register; Organises internal meetings, distributing agendas & supporting papers & taking minutes; Provides guidance on the use of all office equipment and maintains one or more diaries (paper, electronic); Organise and maintain staff uniforms and badges; Follows up on debtors outstanding on a monthly basis; May assist in maximising occupancy; Promotes ILUs , hostel and nursing home places; coordinates refurbishment with Maintenance Manager; Assists with the management of accommodation bonds, charges, fees & subsidies; Assist Manager as required.

Level 2 - Technology: May provide technical advice & support to assist people to effectively use software, hardware, website & web based software; May undertake limited systems administration; Monitors systems & escalates issues; May use development software & IT tools to build, monitor, administer & update a basic website & to ensure website content meets technical protocols & standards; Assists with the development & implementation of technical procedures & guidelines.

Level 2 - Organisational: Co-ordinate own work routine with others; knows roles and functions of other employees; make and record appointments on behalf of others; make travel and accommodation bookings in line with given itinerary. Manage diary on behalf of others; assist with appointment preparation and follow up for others; organise business itinerary; make meeting arrangements; record minutes of meeting; identify credit facilities; prepare content of documentation for meetings.

Identifies needs & refers to appropriate person. Uses standard office software applications to an intermediate level.

Level 2 - Team: Participate in identifying tasks for team; Clarify tasks to achieve group goals; negotiate allocation of tasks; monitor own completion of allocated tasks; assist others to complete tasks. Plan work for the team; allocate tasks to members of the team; provide training for team members; Provides administrative support including resident/client entry/exit, resident/client documentation & files as well as timely and accurate recording of details into Xaptcare/TCM Updates and maintains resident/client details in Xaptcare/TCM including updating of Fees and Charges; Filling respite beds including preparation of Agreements, input into Xaptcare, billing, receipting and banking of respite payments.

Level 2 - Business Financial: Maintains accounting & information management systems; May assist in preparing budgets; Classifies, records & reports accounting information; Maintains asset & inventory records; Assists with identification & investigation of errors; Processes journal entries; May prepare, match process & bank receipts; May process purchase orders & liaise with suppliers regarding **purchases**; May process payments; Prepares transfer of funds between bank accounts; Reconciles subsidies; May enter data into payroll system and records & maintains employee files.

Level 2 – Rostering and Pay Information: Handle any roster changes, Prepare staff timesheets for payroll unit fortnightly, manage rosters which includes the creation and completion of electronic timesheets (if applicable), make changes to rosters as required, Check. Complete leave request forms, process pay slips etc (if applicable), Supports recruitment & selection administrative processes including reference checks and provides information on HR policies & procedures. May **update** & maintain Kronos; deal with exceptions as well as reporting on use of agency staff; Processes leave forms/ change of

details & maintains employee files; May replace staff under direction of manager for sick/unscheduled leave.

3.4 Administrative Officer/ Coordinator - Level 3

This position is described as follows:

- i. The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- ii. An employee at this Level applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.

An employee at this Level applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

Diploma / Bachelor degree (3 year) relevant to job role or equivalent knowledge & experience.

Indicative tasks an employee at this level may perform are all duties within the levels of 1 and 2 and as follows:

Level 3 - Information Handling: Implement new/improved system; update incoming publications; circulate publications; identify information source(s) inside and outside the organisation; Manages & monitors office records; Collects, records & analyses statistical information; Coordinates data collection for audit & accreditation purposes.

Level 3 - Communication: Obtain data from external sources; produce reports; identify need for documents and/or research. May supervise a number of office staff; Prepares more complex correspondence. Coordinates & supports efficient & effective client administration processes in region; Supervision and training of other Administration Staff. May coordinate development & implementation of technical procedures & guidelines.

Level 3 - Enterprise: Assist with the development of options for future strategies; assist with planning to match future requirements with resource allocation. Uses standard office software applications to an advanced level; **Monitors** occupancy levels for all residential & retirement villages to meet budget requirements & provides monthly reports & trend analysis; Monitors performance against occupancy, bonds & concessional targets for each facility & provide trend analysis; Ensures accuracy of Residents Age Care, ILU & Home Services Agreements; Ensures all documentation relating to bonds, concessional subsidies are entered correctly & in a timely manner.

Level 3 - Technology: Establish and maintain a small network; identify document requirements; determine presentation and format of document and produce it; May supervise a team & provide technical support to assist people to effectively use software (including web based software) & hardware; May **manage** the daily operations of IT systems to ensure that they run effectively; Monitors capacity & usage of IT systems; May build, monitor & administer complex databases; May create, design & maintain web sites in consultation with clients, designers & writers; Analyses web traffic & determines methods to improve traffic. Identifies & resolves common technical issues.

Level 3 - Organisational: Organise meetings; plan and organise conference. Performs clerical, secretarial & coordination **duties** including organising internal meetings, taking minutes; organising business itineraries, travel arrangements, conferences, meetings & social functions; Provides assistance to the managers as delegated.

Level 3 - Team: Draft job vacancy advertisement; assist in the selection of staff; plan and allocate work for the team; monitor **team** performance; organise training for team.

Level 3 - Business Financial: Assists in maintaining accounting & internal control systems; Assists in preparing budgets; Prepares financial statements for internal purposes; Assists in preparing financial & business **performance** reports, management & financial accounting reports; Assists in preparing statutory accounts as required; Assists with preparation of separate & consolidated P&L's; Assists in examination of income & expenditure; Contributes

to formulation of budgetary & accounting policies; Prepares basic management, operational & job costing reports; Supervises the operation of computer based systems; May maintain a general ledger; May approve funds transfers; Reconciles subsidies; May manage payroll & deal with payroll enquiries; Assist with subsidy reconciliation in Xapcare (RAC).

Level 3 – Rostering and Pay Information: Handle any roster changes, Prepare staff timesheets for payroll unit fortnightly, Manage rosters which includes the creation and completion of electronic timesheets (if applicable), Make changes to roster as required, Complete leave request forms, post pay slips etc (if applicable); Coordinates recruitment & selection processes including reference checks; May coordinate rehabilitation & return to-work programs locally.

4. NURSING EMPLOYEES

4.1 Clinical Nurse Consultant

Means a registered nurse appointed as such to the position, who has had at least five years' post registration experience and who has in addition approved post registration nursing qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate being required to take responsibility for one or more aspects of care or a portfolio within a care centre or group of care centres.

4.2 Clinical Nurse Educator

Means a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by BaptistCare, who is required to implement and evaluate educational programmes at the residential aged care centre. The Clinical Nurse Educator shall cater for the delivery of clinical nurse education at the residential aged care centre. The Clinical Nurse Educator may also be responsible for new employee orientation at the residential aged care centre. A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the residential aged care centre to provide the educational programmes detailed above. Nothing in this clause shall affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching etc.

4.3 Clinical Nurse Specialist means:

- a) In residential aged care facilities where there are 250 or more beds:
A registered nurse with specific post registration qualifications and twelve months experience working in the clinical area of her or his specified post registration qualification; or a registered nurse with four years post registration experience in a specific clinical area and working in the clinical area of her or his specified post registration experience.
- b) In residential aged care facilities where there are less than 250 beds:
A registered nurse with specific post registration qualifications and twelve months experience working in the clinical areas of her or his specified post registration qualification.
A Registered Nurse will only be paid as a Clinical Nurse Specialist where a position exists at the Aged Care Centre.

4.4 (a) Enrolled Nurse (with Notation)

Means an Enrolled Nurse registered by the Board as an Enrolled Nurse with the notation "*does not hold a Board approved qualification in medicines administration*". An Enrolled Nurse with Notation performs the duties and has the skills of an Enrolled Nurse however is not authorised to administer medication.

4.4 (b) Enrolled Nurse (EN)

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

4.5 Nurse

'Nurse' includes Registered Nurses, Enrolled Nurses and Assistants in Nursing.

4.6 Nurse Educator

Means a registered nurse with a post registration certificate, who has relevant experience or other qualifications deemed appropriate by BaptistCare, and who is appointed to a position of Nurse Educator. A Nurse Educator shall be responsible for the development, implementation and delivery of nursing education programmes within a residential aged care centre or group of residential aged care facilities. Nurse education programmes shall mean courses conducted such as post registration certificates, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses.

- a) A person appointed to a position of Nurse Educator who holds relevant tertiary qualifications in education or tertiary post graduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.
- b) A person appointed as the sole nurse educator for a group of residential aged care facilities shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse Educators shall be on completion of 12 months satisfactory full time equivalent service, provided that progression shall not be beyond the 3rd year rate unless the person possesses the qualifications detailed in paragraphs (a) and (b). Persons appointed to the 3rd year rate by virtue of those paragraphs shall progress to the 4th year rate after completion of 12 months satisfactory full time service.

4.7 Senior Nurse Educator

Means a registered nurse with a post registration certificate or appropriate qualifications, who has, or is working towards, recognised tertiary qualifications in education or equivalent and has demonstrated experience and skills in the field of education, and who is appointed to a position of Senior Nurse Educator. A Senior Nurse Educator shall be responsible for one or more Nurse Educators in the planning, co-ordination, delivery and evaluation of educational programmes such as post registration certificate courses, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses either in a residential aged care facility or in a group of residential aged care facilities. Incremental progression shall be on completion of 12 months' satisfactory service.

4.8 Registered Nurse

Means a person registered by the Board as such.

SCHEDULE B: PAY, OTHER RATES AND ALLOWANCES

Table One - Pay Rates			
Classification	1st full pay period after operative date	1st full pay period after 1/12/2018	1st full pay period after 01/12/2019
Care Service Employees:			
New Entrant (Residential or Home Services)	\$20.52	\$20.95	\$21.41
Grade 1 (Residential or Home Services)	\$21.37	\$21.82	\$22.30
Grade 2 (Residential or Home Services)	\$22.76	\$23.23	\$23.75
Grade 3 (Residential or Home Services)	\$24.17	\$24.68	\$25.22
Grade 4 (Home Services Only)	\$26.76	\$27.33	\$27.93
Care Supervisor (CS)			
CS - Cert IV <1000 hours	\$27.68	\$28.26	\$28.89
CS - Cert IV >1000 hours	\$29.67	\$30.29	\$30.96
Care Supervisor - Enrolled Nurse			
CS - EN < 1000 hours	\$27.68	\$28.26	\$28.89
CS - EN > 1000 hours	\$29.67	\$30.29	\$30.96
Assistant in Nursing (AIN)			
1st Year	\$21.74	\$22.19	\$22.68
2nd Year	\$22.42	\$22.89	\$23.39
Thereafter	\$23.77	\$24.27	\$24.80
Enrolled Nurse			
Enrolled Nurse (With Notation)	\$26.47	\$27.02	\$27.62
Enrolled Nurse (EN)			
1st Year	\$26.47	\$27.02	\$27.62
Thereafter	\$28.52	\$29.12	\$29.76
Registered Nurse (RN)			
1st Year	\$34.77	\$35.50	\$36.28
2nd Year	\$38.32	\$39.13	\$39.99
3rd Year	\$42.11	\$42.99	\$43.94
4th Year & thereafter	\$43.81	\$44.73	\$45.71
Clinical Nurse Specialist	\$45.56	\$46.52	\$47.54
Clinical Nurse Consultant	\$53.64	\$54.77	\$55.97
Clinical Nurse Educator	\$45.56	\$46.52	\$47.54
Nurse Educator			
1st Year	\$48.48	\$49.50	\$50.59
2nd Year	\$51.32	\$52.39	\$53.55
Thereafter	\$53.64	\$54.77	\$55.97
Senior Nurse Educator 1 st Year	\$54.92	\$56.07	\$57.30
Senior Nurse Educator Thereafter	\$57.86	\$59.08	\$60.38

Table One - Pay Rates (continued)			
Classification	1st full pay period after operative date	1st full pay period after 01/12/2018	1st full pay period after 01/12/2019
Catering Classifications			
Cook-in-Charge	\$29.88	\$30.50	\$31.17
Qualified Chef	\$29.75	\$30.38	\$31.05
Cook Unsupervised	\$27.76	\$28.35	\$28.96
Cook Supervised	\$25.70	\$26.24	\$26.82
Administrative Employees			
Admin Assistant - New Entrant	\$21.75	\$22.20	\$22.69
Admin Officer Level 1	\$26.66	\$27.22	\$27.82
Admin Officer / Coordinator Level 2	\$27.90	\$28.48	\$29.11
Admin Officer / Coordinator Level 3	\$29.22	\$29.84	\$30.49
Maintenance Supervisors			
Maintenance Supervisor (Otherwise)	\$25.29	\$25.82	\$26.38
Maintenance Supervisor Level 1 (Tradesperson)	\$27.46	\$28.04	\$28.65
Maintenance Supervisor Level 2 (Tradesperson)	\$30.24	\$30.88	\$31.56
Health Professionals			
Diversional Therapist Level 1	\$28.88	\$29.48	\$30.13
Diversional Therapist Level 2	\$31.13	\$31.78	\$32.48
Professional Support			
Professional Support Grade 1	\$28.88	\$29.48	\$30.13
Professional Support Grade 2 Year 1	\$30.45	\$31.09	\$31.77
Professional Support Grade 2 Year 2	\$33.69	\$34.40	\$35.15
Professional Support Grade 2 Year 3	\$37.04	\$37.81	\$38.65
Professional Support Grade 2 Year 4	\$40.52	\$41.38	\$42.29

Note: Casual employees will receive the 25% loading in clause 11.2(a) on rates shown in Table One above.

Table Two – Other Rates and Allowances

Allowance Type	1 st full pay period after operative date	1 st full pay period after 1/12/18	1 st full pay period after 1/12/19
Broken Shift (per shift)	\$11.13	\$11.36	\$11.61
On Call (per day)	\$21.50	\$21.95	\$22.43
On Call During Meal Break	\$12.91	\$13.18	\$13.47
On Call during an ADO	\$50.43	\$51.49	\$52.62
Overnight Respite	\$128.21	\$130.90	\$133.78
Sleep Over (per shift)	\$50.92	\$51.99	\$53.13
Laundry (per week)	\$6.63	\$6.77	\$6.92
Special Shoes (per week)	\$2.41	\$2.46	\$2.51
Vehicle/Travel (per km)	\$0.78	As per Aged Care Award 2010	
Breakfast During Overtime	\$15.58	\$15.91	\$16.26
Lunch During Overtime	\$20.16	\$20.58	\$21.03
Dinner During Overtime	\$29.44	\$30.06	\$30.72
In Charge (RAC) - Less than 100 Beds	\$26.80	\$27.36	\$27.96
In Charge (RAC) - 100 Beds or more	\$43.18	\$44.09	\$45.06

SCHEDULE C: NATIONAL TRAINING WAGE

Preface

This National Training Wage Schedule applies only to trainees who, but for the operation of this agreement, would be covered by the Aged Care Award 2010 and/or the Social, Community, Home Care and Disability Services Industry Award 2010. The rates below are those applicable from the first pay period on or after 1 July 2017.

1.1 Definitions

In this schedule:

adult trainee means a trainee who would qualify for the highest minimum wage in wage level A, B or C if covered by that wage level.

approved training, in relation to a trainee, means the training specified in the training contract of the trainee.

Australian Qualifications Framework (AQF) means the national framework for qualifications in post-compulsory education and training.

relevant Ministers means the Commonwealth, State and Territory Ministers responsible for vocational education and training.

relevant State or Territory training authority means a body in the relevant State or Territory that has power to approve traineeships, and to register training contracts, under the relevant State or Territory vocational education and training legislation.

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

*Apprenticeship and Traineeship Act 2001 (NSW);
Education and Training Reform Act 2006 (Vic);
Training and Skills Development Act 2008 (SA);
Training and Skills Development Act 2016 (NT);
Training and Tertiary Education Act 2003 (ACT);
Training and Workforce Development Act 2013 (Tas);
Vocational Education and Training Act 1996 (WA);
Further Education and Training Act 2014 (Qld).*

trainee means an employee undertaking a traineeship under a training contract.

traineeship means a system of training that:

- (a) has been approved by the relevant State or Territory training authority; and
- (b) meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee; and
- (c) leads to an AQF certificate level qualification.

training contract means an agreement for a traineeship made between an employer and an employee that is registered by the relevant State or Territory training authority.

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification that have been endorsed for an industry or enterprise by the Australian Industry and Skills Committee and placed on the National Training Information Service with the approval of the relevant Ministers, and includes any relevant replacement training package.

wage level A, B or C, see clause 1.4.

Year 10 includes any year before Year 10.

A reference in this schedule to **out of school** refers only to periods out of school beyond Year 10 as at 1 January in each year and is taken to:

- include any period of schooling beyond Year 10 that was not part of, or did not contribute to, a completed year of schooling; and
- include any period during which a trainee repeats, in whole or part, a year of schooling beyond Year 10; and
- not include any period during a calendar year after the completion during that year of a year of schooling.

1.2 Coverage

Subject to clauses C.2.2 to C.2.5, this schedule applies to an employee covered by this award who is undertaking a traineeship and whose training package and AQF certificate level are allocated to a wage level by clause 1.6 or by clause C.4.4.

This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause 1.6.

This schedule does not apply to:

- the apprenticeship system; or
- qualifications not identified in training packages; or
- qualifications in training packages that are not identified as appropriate for a traineeship.

If this schedule is inconsistent with other provisions of this award relating to traineeships, the other provisions prevail.

This schedule ceases to apply to an employee at the end of the traineeship.

1.3 Types of traineeship

The following types of traineeship are available:

- A full-time traineeship based on 38 ordinary hours per week, with 20% of those hours being approved training;
- A part-time traineeship based on fewer than 38 ordinary hours per week, with 20% of those hours being approved training provided:
 - wholly on the job; or
 - partly on the job and partly off the job; or
 - wholly off the job.

1.4 Minimum rates

Minimum weekly rates for full-time traineeships

Wage level A

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause C.6.1 is the weekly rate specified in Column 2 of Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)

According to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

**Table 1—Wage level A minimum weekly rate for full-time trainees
(AQF Certificate Level I–III traineeship)**

Column 1 Experience level of trainee	Column 2		
	Highest year of schooling completed		
	Year 10 per week	Year 11 per week	Year 12 per week
School leaver	\$312.20	\$343.80	\$409.60
Plus 1 year out of school	\$343.80	\$409.60	\$476.60
Plus 2 years out of school	\$409.60	\$476.60	\$554.70
Plus 3 years out of school	\$476.60	\$554.70	\$635.10
Plus 4 years out of school	\$554.70	\$635.10	
Plus 5 or more years out of school	\$635.10		

NOTE: See clause C.4.3 for other minimum wage provisions that affect this paragraph.

Wage level B

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause C.6.2 or by clause C.4.4 is the weekly rate specified in Column 2 of

Table 2—Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship) according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

**Table 2—Wage level B minimum weekly rate for full-time trainees
(AQF Certificate Level I–III traineeship)**

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10 per week	Year 11 per week	Year 12 per week
School leaver	\$312.20	\$343.80	\$398.50
Plus 1 year out of school	\$343.80	\$398.50	\$458.40
Plus 2 years out of school	\$398.50	\$458.40	\$537.60
Plus 3 years out of school	\$458.40	\$537.60	\$613.20
Plus 4 years out of school	\$537.60	\$613.20	
Plus 5 or more years out of school	\$613.20		

Wage level C

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level C by clause C.6.1 is the weekly rate specified in Column 2 of **Table 3—Wage level C minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

**Table 3—Wage level C minimum weekly rate for full-time trainees
(AQF Certificate Level I–III traineeship)**

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10 per week	Year 11 per week	Year 12 per week
School leaver	\$312.20	\$343.80	\$398.50
Plus 1 year out of school	\$343.80	\$398.50	\$448.60
Plus 2 years out of school	\$398.50	\$448.60	\$501.20
Plus 3 years out of school	\$448.60	\$501.20	\$558.40
Plus 4 years out of school	\$501.20	\$558.40	
Plus 5 or more years out of school	\$558.40		

NOTE: See clause C.4.3 for other minimum wage provisions that affect this paragraph.

AQF Certificate Level IV traineeships

- (i) The minimum rate for a full-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum rate for the relevant full-time AQF Certificate Level III traineeship increased by 3.8%.
- (ii) The minimum rate for a full-time adult trainee undertaking an AQF Certificate Level IV traineeship is the weekly rate specified in Column 2 or 3 of **Table 4—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)** according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in Column 1.

Table 4—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)

Column 1	Column 2	Column 3
Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
A	\$659.60	\$685.10
B	\$636.30	\$660.80
C	\$579.10	\$601.00

NOTE: See clause C.4.3 for other minimum wage provisions that affect this paragraph.

Minimum hourly rates for part-time traineeships

Wage level A

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause C.6.1 is the hourly rate specified in Column 2 of **Table 5—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 5—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

Column 1	Column 2		
Experience level of trainee	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
School leaver	\$10.27	\$11.32	\$13.48
Plus 1 year out of school	\$11.32	\$13.48	\$15.69
Plus 2 years out of school	\$13.48	\$15.69	\$18.24
Plus 3 years out of school	\$15.69	\$18.24	\$20.88
Plus 4 years out of school	\$18.24	\$20.88	
Plus 5 or more years out of school	\$20.88		

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause C.4.3 for other minimum wage provisions that affect this paragraph.

Wage level B

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause C.6.2 or by clause C.4.4 is the hourly rate specified in Column 2 of **Table 6—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 6—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

Column 1	Column 2		
Experience level of trainee	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
School leaver	\$10.27	\$11.32	\$13.12

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10 per hour	Year 11 per hour	Year 12 per hour
Plus 1 year out of school	\$11.32	\$13.12	\$15.08
Plus 2 years out of school	\$13.12	\$15.08	\$17.70
Plus 3 years out of school	\$15.08	\$17.70	\$20.18
Plus 4 years out of school	\$17.70	\$20.18	
Plus 5 or more years out of school	\$20.18		

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause C.4.3 for other minimum wage provisions that affect this paragraph.

Wage level C

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level C by clause C.6.3 is the hourly rate specified in Column 2 of **Table 7—Wage level C minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 7—Wage level C minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10 per hour	Year 11 per hour	Year 12 per hour
School leaver	\$10.27	\$11.32	\$13.12
Plus 1 year out of school	\$11.32	\$13.12	\$14.75
Plus 2 years out of school	\$13.12	\$14.75	\$16.48
Plus 3 years out of school	\$14.75	\$16.48	\$18.37
Plus 4 years out of school	\$16.48	\$18.37	
Plus 5 or more years out of school	\$18.37		

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause C.4.3 for other minimum wage provisions that affect this paragraph.

School-based traineeships

The minimum hourly rate for a part-time trainee who works ordinary hours and is undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage levels A, B or C by clause 1.6 or by clause C.4.4 is the hourly rate in Column 1 or 2 of **Table 8—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)** according to the year of schooling of the trainee.

Table 8—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)

Column 1 Year 11 or lower per hour	Column 2 Year 12 per hour
\$10.27	\$11.32

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause C.4.3 for other minimum wage provisions that affect this paragraph.

AQF Certificate Level IV traineeships

(iii) The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum hourly rate for the relevant part-time AQF Certificate Level III traineeship increased by 3.8%.

(iv) The minimum hourly rate for a part-time adult trainee undertaking an AQF Certificate Level IV traineeship is the hourly rate in Column 2 or 3 of **Table 9—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)**

(v) , according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in Column 1.

Table 9—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)

Column 1 Wage level	Column 2 First year of traineeship	Column 3 Second and subsequent years of traineeship
	per hour	per hour
A	\$21.69	\$22.54
B	\$20.91	\$21.72
C	\$19.05	\$19.78

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause C.4.3 for other minimum wage provisions that affect this paragraph.

Calculating the actual minimum wage

(vi) If fewer than 38 (or an average of 38) ordinary hours of work per week is considered full-time at the workplace by the employer, the appropriate minimum hourly rate for a part-time trainee is obtained by multiplying the relevant minimum hourly rate in clauses C.4.2(a) to (e) by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

(vii) If the approved training for a part-time traineeship is provided wholly off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum hourly rate in clauses C.4.2(a) to (e) applies to each ordinary hour worked by the trainee.

(viii) If the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum hourly rate in clauses C.4.2(a) to (e) minus 20% applies to each ordinary hour worked by the trainee.

Other minimum wage provisions

Clause C.4.3 applies despite anything to the contrary in clause C.4.4 or C.3.2.

An employee who was employed by an employer immediately before becoming a trainee with that employer must not suffer a reduction in their minimum rate of pay because of becoming a trainee.

For the purpose of determining whether a trainee has suffered a reduction as mentioned in paragraph (b), casual loadings are to be disregarded.

If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, if a higher minimum wage is provided for the new AQF certificate level.

Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause 1.6 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to wage level B.

1.5 Employment conditions

A trainee undertaking a school-based traineeship may agree to be paid an additional loading of 25% on all ordinary hours worked instead of being paid annual leave, paid personal/carer's leave, paid compassionate leave and paid absence on public holidays. However, if the trainee works on a public holiday, the public holiday provisions of this award apply.

A trainee is entitled to be released from work without loss of pay and without loss of continuity of employment to attend any training and assessment specified in, or associated with, the training contract.

Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

The time to be included for the purpose of calculating the wages for part time trainees whose approved training is wholly off-the-job is determined by clauses C.4.2(f)(ii) and (iii) and not by clause C.5.3.

Subject to clause C.2.4, this award applies to a trainee in the same way that it applies to an employee who is not a trainee except as otherwise expressly provided by this schedule.

1.6 Allocation of traineeships to wage levels

The wage levels applying to training packages and their AQF certificate levels are:

Wage level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I, II, III
Beauty	III
Business Services	I, II, III
Chemical, Hydrocarbons and Refining	I, II, III
Civil Construction	III
Coal Training Package	II, III
Community Services	II, III
Construction, Plumbing and Services	I, II, III
Integrated Framework	
Correctional Services	II, III
Drilling	II, III
Electricity Supply Industry—Generation	II, III
Sector	(III in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III
	(III in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III
Manufactured Mineral Products	III
Manufacturing	I, II, III
Maritime	I, II, III
Metal and Engineering (Technical)	II, III
Metalliferous Mining	II, III
Museum, Library and Library/Information Services	II, III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II, III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Logistics	III
Water Industry (Utilities)	III

SCHEDULE D: UNION MATTERS

1. These matters are agreed between the following parties;
 - i.) BaptistCare NSW & ACT, of Level 2, 22 Brookhollow Ave, Baulkham Hills, NSW, 2153 and its duly authorised officers;
 - ii.) United Voice;
 - iii.) Health Services Union NSW;
 - iv.) New South Wales Nurses and Midwives' Association; and
 - v.) The Australian Nursing & Midwifery Federation NSW & ACT Branches.
2. The matters in Schedule D will have a nominal expiry date of 1 December 2020.
3. The parties will work together to develop a professional working relationship using the BaptistCare Purpose and Values as a framework for all interactions. These Purpose and Values are:
 - i.) **Responsive:** We respond positively and thoughtfully to each other's individual needs;
 - ii.) **Empowering:** We value the freedom that comes from an improved quality of life;
 - iii.) **Supporting:** We believe safety and security is a joint responsibility – and a shared priority;
 - iv.) **Personal Solutions:** We understand that no one size fits all and we embrace this individuality ;
 - v.) **Enriching:** We ensure everyone's personal and shared environments are comfortable, nurturing and positive places to be;
 - vi.) **Communicating:** We create open communication channels to build strong and mutually respectful relationships; and
 - vii.) **Togetherness:** Through team work we actively support each other's shared goals and respect each other's individual journey.
4. BaptistCare respects the rights of all employees to join an organisation of their own choosing for representation in the workplace. BaptistCare also respects the rights of all employees to exercise their freedom of association rights. In an endeavour to assist employees in facilitating this outcome, BaptistCare agrees to recognise delegates from each Union in each workplace, upon receipt of written notification from each of the respective Unions. BaptistCare will also respect the role of delegates and Branch Officials in:
 - i.) Supporting members in grievance or disciplinary procedures;
 - ii.) Posting duly authorised materials on notice boards and other appropriate places;
 - iii.) Convening meetings of employees to discuss issues (subject to operational constraints and outside of hours rostered);
 - iv.) Representing local issues to the appropriate manager; and
 - v.) Liaising with officials of their respective unions.
5. The appropriate union will notify the local BaptistCare Facility/Centre manager of the delegates and Branch Officials at each facility/centre. In an endeavour to support delegates and Branch Officials in their role, and develop a professional working relationship with union officials, BaptistCare will:
 - i.) Provide delegates and Branch Officials with time during their normal working hours to undertake their role (subject to operational constraints);
 - ii.) Provide access to telephones, fax machines or email as required;
 - iii.) Provide access to leave without pay, annual leave, or long service leave for five (5) days per calendar year to attend training in their role; and so that they can participate in representative bodies of their union. A minimum of four (4) weeks' written notice, or less by mutual agreement, must be provided to the employer of a request to attend such Union business. The notice must specify the time, date and

nature of the Union business. Subject to operational requirements BaptistCare shall not unreasonably refuse such a request ;

- iv.) Permit the secondment of delegates and Branch Officials to work with the union as agreed from time to time; and
- v.) Permit the Union Organiser and members to meet without the Facility/Centre Manager present following discussion with the manager as to the purpose of the meeting.

6. BaptistCare Home Service Centres

BaptistCare Home Services Managers will assist in the facilitation of communication between the relevant Union and their members. Home Service Managers will invite an official from the relevant Union to two (2) staff meetings each year, providing reasonable notice of the meeting date. The official will be allocated time to talk with their members who wish to meet in their own time at the conclusion of the staff meeting. Upon leaving the representative will provide feedback to the manager on any matters of concern.

7. BaptistCare Residential Aged Care Facilities

In Residential Aged Care Centres the current practice of workplace visits will be maintained. This will include arranging visits with the appropriate Facility Manager in advance and conducting the visit in a manner that will not disrupt the normal work of members. The visiting official will introduce themselves to the appropriate manager at the start of the visit and give general information on the reason for the visits. The visiting official will be allowed access to an appropriate tea room or meeting room in which to meet with members in small groups or privately. Upon leaving the official will provide feedback to the manager on any matters of concern.

8. Orientations

BaptistCare agrees to distribute information packs from the relevant Union at orientation allowing employees to exercise their freedom of association rights. It will be the responsibility of the relevant Union to ensure the information packs are available at each facility/centre.

EXECUTION

Signed for and on behalf of:

BaptistCare NSW & ACT

ABN 90 000 049 525 of

Level 2, 22 Brookhollow Ave Baulkham Hills NSW 2153 ["the Employer"]

By Its duly authorised Officer:

Signed for BaptistCare: 

Print Full Name: ROSS GREGORY LOW

Position: CHIEF EXECUTIVE OFFICER BAPTISTCARE NSW & ACT

Authority: AUTHORISED OFFICER

Date: 13 March 2018

Signed by witness: 

Print Full Name: PAUL MICHAEL DENAHY

Address: Level 2, 22 Brookhollow Avenue BAULKHAM HILLS

Date: 13 March 2018

Signed for and on behalf of **United Voice** by its duly authorised officer:

Signed for United Voice: 

Print Full Name: Mel Giatfield

Position: Secretary - United Voice

Authority: Authorised officer

Date: 20 March 2018

Signed by witness: 

Print Full Name: Thomas Craven

Address: Level 1, 187 Thomas Street, HAYMARKET,
2000, NSW

Date: 20 March 2018

Signed for and on behalf of **HSU New South Wales Branch** by its duly authorised officer:

Signed for HSU
New South Wales Branch:

Print Full Name:

Position:

Authority:

Date:

Signed by witness:

Print Full Name:

Address:

Date:

Brett Holmes

Brett Howard Holmes
Branch Secretary
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Coral Levett

Coral Vicky Levett
President
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.

Annexure A

IN THE FAIR WORK COMMISSION

FWC MATTER NO:

AG2018/1006

Applicant:

BaptistCare NSW & ACT

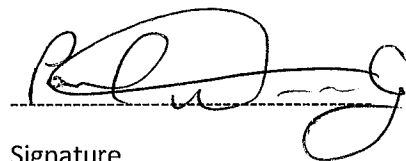
Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

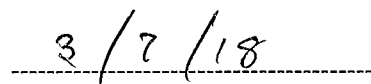
I, Paul Denahy, Manager – People and Culture of BaptistCare NSW & ACT, give the following undertakings with respect to the BaptistCare NSW & ACT Aged Care Enterprise Agreement 2017 (**Agreement**):

1. I have the authority given by the Board of the Employer to provide these undertakings with respect to the Application (in AG2018/1006) before the Fair Work Commission (**Commission**).
2. Pay and Payment
Notwithstanding clause 11.2.b) of the Agreement casual Assistants-in-Nursing and Enrolled Nurses shall receive weekend penalties in addition to casual loading in accordance with clause 16.8 of the Agreement.
3. Time off in Lieu
For the purposes of clause 15.7.c) of the Agreement the payment of time in lieu of overtime at the appropriate overtime rate includes circumstances where an employee's employment is terminated for any reason.
4. Overnight /Live in Respite (Home Services Care Staff) 24 Hour shift
Notwithstanding clause 18.5 of the Agreement, Home Services employees who work a 24 hour shift will receive no less than the payment provided by clause 25.8 "24 hour care" of the Social, Community, Home Care & Disability Services Industry Award 2010 (**Award**), and any successive provision of the Award.
5. Annual leave Loading
Notwithstanding clauses 19.6.d) and 19.6.f) of the Agreement an employee will receive annual leave loading in accordance with clause 19.6.a) where:
 - a. annual leave has been taken either wholly or partly in advance and the employment is terminated for any reason prior to the employee's next anniversary date;
 - b. the employee is terminated for misconduct.

These undertakings are provided on the basis of queries raised by the Commission in the Application before the Commission.



Signature



Date