



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

RSL Care Limited T/A RSL Care
(AG2015/7876)

RSL CARE ENTERPRISE AGREEMENT 2015

Aged care industry

COMMISSIONER JOHNS

MELBOURNE, 15 MARCH 2016

Application for approval of the RSL Care Enterprise Agreement 2015.

[1] On 29 December 2015 RSL Care Limited T/A RSL Care (**RSL**) made an application for approval of the *RSL Care Enterprise Agreement 2015* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Cth) (**FW Act**). The Agreement is a single-enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[3] On 30 December 2015 the Queensland Nurses' Union of Employees (**QNU**) filed a Form 18 Statutory Declaration in relation to the application for approval of the Agreement. In answer to the question "*Does the Union support the approval of the Agreement by the Fair Work Commission?*" the QNU answered "No".

[4] The QNU opposed the approval of the Agreement on the basis that the Commission cannot be satisfied that every employee to whom the Agreement would apply and who is covered by the Nurses Award 2010 (**the Award**), will be better off overall under the Agreement than under the Award because of the detrimental or less beneficial terms of the Agreement as follows:

- a) Clause 1.8 of the Agreement stipulates that some shift workers would be deprived of 1 weeks annual leave per year;
- b) Clause 2.3 of the Agreement provides lesser minimum engagement for casual employees;
- c) Clause 2.3 provides that overtime would be payable at ordinary rates.
- d) Clauses 3.1 and 3.1.6 would allow the employer to engage employees for a limited term whereas the Award does not.
- e) Clause 3.6.5 of the Agreement includes an abandonment of employment provision which would permit an employee to be dismissed where they are unavoidably or

justifiably absent from employment (e.g. in hospital, unconscious) for 10 days, whereas the Award would not permit such a dismissal.

- f) Clause 3.1.2 (c) of the Agreement provides for an automatic reduction to an employee's weekly hours e.g. from 74 to 20 hours per fortnight, cutting their ordinary fortnightly wages by 73% whereas the Award would not allow the ordinary hours and wages of part-time employees to be reduced without the employee's agreement in writing. Moreover Clause 3.1.2 (c) also imposes restrictions (which do not exist in the Award) upon employees, who are mostly part-time, as to when they would be able to change the days of the week upon, or times at which, they would be available to work.
- g) Clause 4.1.6 provides that employees who requesting a roster change which is refused by the employer would subsequently forego "those hours, even where that would result in the employee working less than the minimum hours."
- h) Clause 3.1.4 (c) provides that the 25% casual loading is only provided in addition to ordinary hours, exclusive of overtime.
- i) Clause 4.1.1 (d) provides ordinary hours may be up to 10 per day (or up to 12 by agreement) which deprives part-time employees of up to 2 hours overtime penalties per day. The rostered daily ordinary full-time hours for RSL employees are often 8 hours per day, or otherwise fewer than 10 hours.
- j) The Agreement provides for ordinary hours to be increased to 12 hours by agreement, and that such agreement may be only verbal in circumstances that may occur frequently. This creates the potential for employees to be verbal led about whether they so agreed and deprived of up to 4 hours or more of overtime penalties per day. That potential for detriment to employees does not exist under the Award.
- k) Clause 4.1.3 provides that employees would be forced to work broken shifts without mutual agreement and allows employees to be made to have an unpaid break between broken shifts of up to 10.75 hours.
- l) The Agreement provides for no afternoon shift penalty whereas The Award provides for a shift penalty of 12.5% for an afternoon shift, which is one commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day. The Agreement provides instead for a penalty for work only after 8pm in community care, or after 6pm in residential care, of 23.5 %. Many employees in community care either never work after 8pm. Most work by employees in residential care is done between 6am and 6pm. Many employees sometimes work in residential care after 6pm on weeknights but work a lot more hours between 12pm and 6pm on weekdays when no penalties would be payable under the Agreement, than they do after 6pm.
- m) Clause 4.1.6 (f) of the Agreement provides that the employer will provide a community care employee with as little as 24 hours' notice or even less i.e. only before the end of the employee's previous shift, of a change to the starting time of the next shift. The Award requires 7 days' notice for the employer to change an employee's roster, except in the case of illness, emergency or mutual agreement.

- n) Clause 4.1.7 provides that 'hours' worked may be 'banked' "at the rate that applied at the time the employee worked". This is a scheme to delay the payment of wages, to an unlimited extent, that would otherwise be payable on the fortnightly payday following the working of the hours. The Award requires wages to be paid fortnightly unless otherwise agreed up to monthly maximum period.
- o) The Agreement does not describe or define an employee who is covered by the Award (which defines the employee as a shift worker for the purposes of the NES) as a shift worker for the purposes of the NES, in contravention of s.196 (2).
- p) The Agreement contains non-permitted matters.
- q) Clause 3.6.5 of the Agreement contains an unlawful term in that it purports to permit an employee to be dismissed where he or she is unavoidably or justifiably absent from employment e.g. in hospital, unconscious, for 10 days, which modifies the application of such an employee's protection from dismissal under Part 3-2 of the Act in a way which is detrimental to such an employee.
- r) The proposed Agreement was not sufficiently explained to employees.

[5] On 30 December 2015 the Australian Nursing and Midwifery Federation (ANMF) filed a Form 18 Statutory Declaration in relation to the application for approval of the Agreement. In answer to the question "*Does the Union support the approval of the Agreement by the Fair Work Commission?*" the ANMF answered "Yes" and "No" making the same submissions as the QNU opposing the Agreement, but indicating that it wishes to be covered in the case that the Agreement is approved by the Commission.

[6] On 4 January 2016 the Australian Workers' Union (AWU) filed a Form 18 Statutory Declaration in relation to the application for approval of the Agreement. In answer to the question "*Does the Union support the approval of the Agreement by the Fair Work Commission?*" the AWU indicated that it neither supports nor opposes the approval of the proposed Agreement. The organisation indicated that it wanted to be covered in the event that the Agreement would be approved by the Commission.

[7] On 5 January 2016 Together Queensland filed a Form 18 Statutory Declaration in relation to the application for approval of the Agreement. In answer to the question "*Does the Union support the approval of the Agreement by the Fair Work Commission?*" Together Queensland answered "No."

[8] Together Queensland opposed the approval of the Agreement as follows:

- a) Clause 2.3 of the Agreement provides that employees be required to attend work for a minimum of one hours pay. Clause 10.4 of the Award provides for a minimum engagement of 3 hours.
- b) Clause 3.1.2 of the Agreement provides for the automatic reduction of minimum hours for part time employees when there are changes of availability. The Award indicates agreement on a regular pattern of work will be recorded in writing and variations will be made by mutual agreement and recorded in writing.

- c) The Agreement provides that changes to hours whilst mutually agreed to have no requirement that they be recorded in writing.
- d) Clause 4.1.6 of the Agreement states where an employee requests a roster change and it is not operationally viable for the employer to provide those rostered hours at another time within the roster period, the employee shall forgo those hours, even where that would result in the employee working less than the minimum hours for that roster period." This effectively causes an employee to be penalised for merely requesting a change to the roster and in its current form is an unlawful provision.

[9] On 12 January 2016 United Voice filed a Form 18 Statutory Declaration in relation to the application for approval of the Agreement. In answer to the question "*Does the Union support the approval of the Agreement by the Fair Work Commission?*" United Voice answered "Yes" and "No" indicating that it wishes to be covered in the case that the Agreement is approved by the Commission. However United Voice also opposed the Agreement as follows:

- a) Clause 2.3 of the Agreement provides for a minimum engagement of only one hour to attend compulsory meetings, whereas the Award provides for a minimum engagement of two hours for a casual employee and does not contemplate employees being called into work for only one hour.
- b) Clause 2.3 of the Agreement also provides the one hours of pay will be at ordinary rates, even if the meeting attendance is in overtime, whereas an employee under the Award who is required to work, including by attending a meeting during overtime, must be paid at time and a half, double time, or double time and a half depending on the circumstances.
- c) Clauses 3.1 and 3.1.6 of the Agreement provides for limited term employment whereas the Award does not. The Agreement would therefore allow an employee's employment to be terminated without good cause or compensation simply by the employer fixing an expiry date for the employment. Clause 3.1.6 makes no provision for limited term employment to occur by way of contract or otherwise by agreement with the employee.
- d) Clause 3.1.2(c) of the Agreement provides that the employer may automatically reduce a part-time employee's weekly hours e.g. from 74 to 20 hours per fortnight, whereas the Award does not allow the ordinary hours and wages of part-time employees to be reduced without the employee's agreement in writing. This provision also imposes restrictions on roster flexibility which do not exist in the Award.
- e) Clause 3.1.4(c) of the Agreement provides that a 25% casual loading is only paid on ordinary hours, not overtime. The Award provides for a 25% loading which must be paid for all hours worked including overtime.
- f) Clause 4.1.1(d) provides that ordinary hours for part-time employees may be up to 10 per day (or up to 12 by agreement) which deprive these employees of up to 2 hours of overtime penalties per day. The rostered daily ordinary full-time hours for RSL employees are often 8 hours per day, or otherwise fewer than 10 hours.

- g) The Agreement allows employees to be made to have an unpaid break between broken shifts of up to 10.75 hours. This would require employees to either remain at the work premises for up to 10.75 hours without pay or go home or elsewhere, increasing the commute time to work also. The 2 additional journeys will usually incur additional travel expenses for the employee.
- h) The Agreement provides that the employer will provide a community care employee with as little as 24 hours' notice of a roster change, or even less i.e. only before the end of the employee's previous shift, of a change to the starting time of the next shift. The Award required 7 days' notice for the employer to change an employee's roster.

[10] On 1 February 2016 RSL provided written undertakings (Exhibit RSL1) addressing some of the concerns raised by the above mentioned Union Organisations as well as concerns raised by the Commission, as follows:

- a) Clause 3.6.5 (Abandonment of Employment) of the Agreement will be applied in a manner that complies with the National Employment Standards (**Undertaking 1**).

Or in the alternative if this is not sufficient to address the concerns of the FWC, the following undertaking will apply.

- b) Clause 3.6.5 (Abandonment of Employment) of the Agreement will not be applied and therefore will have no effect. (**Undertaking 2**)
- c) Clause 3.1.4 (Casual Loading) of the Agreement will be applied in such a manner that all Casual employees shall be paid an additional casual loading of 25% for each hour worked (other than public holidays) (**Undertaking 3**).

[11] On 9 February 2016 the Commission sought approval from the Unions involved of the Undertakings provided by RSL. Directions were subsequently made and the matter was listed for hearing for Thursday, 25 February 2016 at 2.30 pm after the various Union Organisations involved presented a range of issues opposing the approval of the Agreement.

[12] On 11 February 2016 QNU gave written notice that it accepted Undertaking 2 but not Undertaking 1 or Undertaking 3 as follows:

- a) Undertaking 1 is not meaningful because it is too general and vague. The undertakings does not even identify to which NES provision it relates. The employer's submissions do not demonstrate any understanding of how subclause 3.6.5 Abandonment of Employment could be applied in breach of an NES or could be less beneficial for employees than any of the NESs. If RSL does not understand how the clause is 'broken' they will not know how to use their extremely general proposed undertaking number 1 to 'fix' the 'broken' clause. That proposed undertaking is therefore not meaningful, even to RSL and is therefore unlikely to ever be applied by RSL.

Incidentally, the employer's relevant submissions are wrong insofar as they imply that every absence from work without authority or prompt explanation is misconduct. The employer has failed to consider that a failure to make contact in relation to an absence may be outside the employee's control e.g. due to serious

illness or injury or lack of access to, or breakdown of, telecommunications equipment e.g. in a remote area.

- b) Undertaking 2 is much more certain and would assuage the QNU's concerns that subclause 3.6.5 is unlawful and contributes to the Agreement failing to meet the BOOT.
- c) There are 2 deficiencies in Undertaking 3. One is that the phrase "(other than public holidays)" in it will mean the casual loading is not paid for any work on public holidays (both ordinary hours and overtime) whereas the Nurses Award 2010 (Clause 10.4) requires the 25% casual loading to be paid for each hour worked including on public holidays because such requirement is general and no other term of the Award denies payment of the casual loading on public holidays.

The other deficiency arises from the inclusion of the phrase "will be applied in such a manner." Subclause 3.1.4 of the Agreement (as voted upon) is not a clause which can be applied to overtime hours in acceptable manner as well as an unacceptable manner. Every application of subclause 3.1.4 to overtime hours would have resulted in non-payment of the casual loading. The way in which subclause 3.1.4 is less beneficial for employees than the Award is, therefore, not in the manner in which it is applied, but is in the very essence of the subclause itself. The undertaking ought to be "All casual employees must be paid an additional casual loading of 25% for all hours worked (including overtime) despite subclause 3.1.4 of this Agreement."

Even with Undertaking 2 and an acceptable undertaking concerning subclause 3.1.4, the Agreement will still fail the BOOT and other approval requirements as outlined in the QNU's objections in the F18.

[13] On 11 February 2016 the AWU gave written notice of its acceptance of the proposed Undertakings as follows:

- a) The AWU is of the view that Undertaking 3 should not be that the "[clause] will be applied in such a manner..." - it should merely read "casual employees shall be paid an additional casual loading of 25% for each hour worked (other than public holidays)." In any case, if the Commission is satisfied that this undertaking ensures no employee will be worse off than the Award, this undertaking is acceptable.

[14] On 11 February 2016 Together Queensland provided formal submissions, as follows:

- a) Clause 3.1.2 (c) provides a mandatory reduction of minimum hours equivalent to the average hours worked on the particular day in the previous six months.

The provision in the Modern Award is found at clause 10.3. In particular:

"(b) Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.

(c) Any agreed variation to the hours of work will be in writing"

The Agreement removes the Award requirement that variations to the hours of work for a part-time employee have to be agreed upon and imposes a mandatory reduction in the minimum hours of work.

In respect of clause 4.1.6 which states as follows:

“Where an employee requests a roster change and it is not operationally viable for the employer to provide those rostered hours at another time within the roster period, the employee shall forgo those hours, even where that would result in the employee working less than the minimum hours for that roster period.”

This is not a situation where an employee has irrevocably declared that they are unavailable for work, but merely requested a change in the roster. The clause imposes a penalty on the employee that the hours requested to be changed is removed from their work schedule and they receive reduced pay.

Given the small increase to the Award wages the Commission cannot be satisfied that the meagre increase in wages from the Award would compensate an employee so much so that they would be better off overall under the Agreement.

Furthermore we would see this provision as contrary to section 340 of the Fair Work Act 2009. An employee seeking to obtain a roster change is exercising a right under section 341(b) of the FW Act; in particular the employee is seeking to implement a process described by a workplace instrument.

That process is 4.1.6(c) of the proposed Agreement

“If an employee seeks to alter a posted roster, they shall give the employer at least seven (7) days’ notice of the request for a roster change. The employer shall not unreasonably refuse a roster change.”

To have a clause in a certified Agreement which provides a mandatory penalty on an employee merely seeking to implement a process described by a workplace instrument is abhorrent.

As such the undertakings suggested by the applicant in our view are insufficient to enable the Agreement to be certified.

b) Further BOOT Issues

Employees in the administrative stream in classifications described in the Agreement as Intro to Level 5 have wage rates between 3.03-3.38% more than the relevant award.

We would say the range of provisions in the Agreement different to the Award outlined in question 3.5 of the employer’s F17 some of which we will outline below are such that the Commission cannot be satisfied that employees would be better off overall under the Agreement:-

- Spread of Hours 6am-6pm Mon-Sun in lieu of 6am-6pm Mon-Fri

- Shift loading in clause 26.1(an employee who worked from 10am-6.30pm on just 2 days a week would be 4.2% worse off by not receiving the shift loading)

We note that the employer has made submissions about indicative rosters or current practices.

The Full Bench decision in *United Voice v Secom Australia Pty Limited T/A SECOM Security* [2015] FWCFB 1776 said

“...it is necessary to consider what the Agreement allows to be done in respect to rosters not just what occurs under typical rosters to be sure that each employee and prospective employee is better off overall at the test time.”

These are not simply technical considerations, it must be remembered that 1027 employees did not approve this Agreement.

The current certified Agreement that this Agreement seeks to replace has wage classifications up to 26% above the Award rates, the alterations to the Award conditions in this proposed Agreement might arguably have passed the Better Off Overall Test (“BOOT”) if a classification system provided similar benefits above the Award rate of pay, however the introduction of the new classification system with rates of pay slightly higher than the Award rate is not sufficient in light of the Agreement’s material changes to the underpinning awards.

We would submit regardless of the specific undertakings offered by the employer they are insufficient to ensure the Agreement satisfies the better off overall test.

[15] On 16 February 2016 United Voice provided formal submissions as follows:

- a) Clause 2.3 of the Agreement provides for a minimum engagement of only one hour to attend compulsory meetings. The Award provides for a minimum engagement of two hours for casual and part-time employees (at clause 22.7) and does not contemplate employees being called into work for only one hour.
- b) Clause 2.3 of the Agreement also provides the one hour’s pay will be at ordinary rates, even if the meeting attendance is in overtime. Contrast with the Award wherein attendance (be it at a meeting or otherwise) during overtime must be paid at time and a half, double time, or double time and a half depending on the circumstances.
- c) The Agreement does not limit the number or frequency of such occasions when an employee may be required to attend work for only one hour’s pay.
- d) Clauses 3.1 and 3.1.6 of the Agreement contemplate employment for a limited term, a concept not provided for in the Award. Clause 3.1.6 contains no additional provisions for circumstances in which limited term employment may occur, or for the manner in which such employees are engaged. It is also apparent that limited term employees are still able to be terminated with notice, which raises further questions as to the necessity of this employment category.

- e) Clause 3.1.2(c) of the Agreement enable the employer to automatically reduce an employee's weekly hours e.g. from 74 to 20 hours per fortnight. The Award contains no comparable provision, unless mutual agreement, in writing is reached.
- f) Clause 4.1.3 of the Agreement enables broken shifts to be worked, "to suit the needs of the customer". Unlike the Award (see clause 22.8), mutual agreement between the employee and employer is not needed. Further, the Award provides that the maximum break between parts of a shift shall not exceed four hours.
- g) Clause 4.1.6(f) of the Proposed Agreement enables as little as 24 hours' notice of roster changes for Community Care employees. Contrast with clause 22.6(c) of the Award which requires seven days' notice to a change of roster, except in emergent circumstances. United Voice acknowledges the comments of the Applicant in relation to matters of rostering, and the necessity for there to be flexibility in the Community Care sector. However, it is the view of United Voice that any flexibility must be balanced against providing certainty to employees. The Award provides a minimum safety net in relation to changes to rosters and contains sufficient measures to balance flexibility and certainty.
- h) Based on the foregoing, United Voice submits that there may be certain employees covered by the Proposed Agreement who may not be better off overall compared to the Award.
- i) Should the Commission be satisfied that the relevant statutory requirements have been satisfied and that the Proposed Agreement should be approved, United Voice confirms its desire, under s.183, to be covered by the Agreement.

[16] At the hearing on 25 February 2016:

- a) RSL was represented by Mr A Aspromourgos for Mr D Finger of the RSL in attendance;
- b) The ANMF and the QNU was represented by Mr K Crank;
- c) The AWU was represented by Mr J Harding;
- d) The ASU and Together Queensland was represented by Mr K McKay;
- e) The HSU was represented by Ms F Johnston, and;
- f) The NSWNMA was represented by Ms A Hamza.

[17] The HSU and the NSWNMA maintained their support for the approval of Agreement and declined to make any submissions.

The ASU - Roster Changes

[18] At the hearing, the ASU submitted that clause 4.1.6(d) of the Agreement had the effect of penalising the employees merely for asking for a roster change. Mr McKay indicated that this section was contrary to provisions at Part 3-1, section 340 of the Act and therefore an objectionable term. Furthermore, under 194(b) it would become an unlawful term.

[19] Mr Aspromourgos responded that the clause was not intended to have the effect that Mr McKay was concerned about. The phrase really meant that if the employee was unable to work the originally rostered hours, then that employee would forego those hours. Mr Aspromourgos stated that RSL would be prepared to provide an undertaking to that effect.

[20] The Commission put it to Mr Aspromourgos that the preferred wording of the Undertaking would be that where an employee requests a roster change but the employee is unable to work as per the roster and it is not operationally viable to provide them with other hours, then that employee will forego the hours that are rostered.

[21] Mr McKay was satisfied that an Undertaking to this effect would remove the unlawfulness of the clause but would still present BOOT issues.

ASU - Roster changes and the BOOT

[22] Mr McKay further submitted that the above provision presented issues pertaining to the Better off Overall Test (BOOT). He indicated that in respect of the previous agreement that existed with clerical employees, some of whom would have received under that previous Agreement rates of pay approximately 26.00% above the Award, have now had a new classification structure put in place which places the classification approximately 3.00% above the Award. He indicated that the new rates were not high enough to compensate for the deficiency caused by clause 4.1.6(d). Mr McKay went on to state that under this Agreement, employees could now regularly be rostered on weekends where previously they could not. The QNU's position was that where you have an increase of 3.00% above the Award, the ability for the employees to pass a BOOT test is much constrained.

[23] Mr Aspromourgos accepted that the Agreement provides a shift penalty regime quite different to that applying under the Aged Care Award. The two significant differences were that all shift loadings were paid on an hourly basis between 6 pm and 6 am at a rate for all hours at 23.50%. This shift loading is far greater than the shift loadings in the underlying award but the other significant differences, the way that the loading applies under the Award is that the loading applies for the entirety of the shift, rather than just hours that fall within the spread of 6 pm to 6 am.

[24] Mr Aspromourgos went on to indicate that the example used by Mr McKay was a worst off scenario to the extent that under the Agreement the penalty regime component is only half an hour, whereas under the regime of the Award the entirety of that shift would be paid at the shift loading. Mr Aspromourgos concluded that such a shift roster is possible but unlikely to be worked.

[25] The Commission put it to Mr Aspromourgos that there is still a possibility that if the Agreement was approved on the basis that the above mentioned shift roster would not likely be implemented, this would not necessarily prevent RSL from implementing said shift roster, rendering some employees worse off. The Commission requested that the applicant provide an undertaking to the effect that it would not put in place rostering arrangements which would result in a disadvantage to employees as against the Award. Mr Aspromourgos would seek instructions from RSL in this regard.

ASU - Spread of hours and Shift loading

[26] Mr McKay addressed the spread of hours and applicable shift loading as detrimental. Mr Aspromourgos put it plainly that the Agreement provides a shift penalty regime quite different to that applying under the Aged Care Award.

[27] The two significant differences are that all shift loading paid on an hourly basis between 6 pm and 6 am at a rate for all hours at 23.5%. So that shift loading is obviously far greater than the shift loadings in the underlying award but the other significant differences, the way that the loading applies under the Award is that the loading applies for the entirety of the shift, rather than just hours that fall within the spread of 6 pm to 6 am. Mr McKay gave the example that had been made in the ASU's written submissions, where if someone was working two shifts from 10 am to 6.30 pm, compared to the Award, that they would be worse off.

[28] Mr Aspromourgos contended in response to this that for the purposes of the BOOT, it is not a requirement that every theoretical roster arrangement be addressed by way of a specific calculation, and that in making the assessment of the BOOT, what Mr McKay had not done was consider the variety of other benefits; non-financial or other forms of financial benefit, that were contained in the Agreement. Mr McKay's submissions did not address other matters such as the \$500 one off payment, changes to annual leave provision, etc. In making a determination of the BOOT all of those matters would have to be considered.

[29] The Commission put it to Mr Aspromourgos that the applicant would be provided with a week to think more upon all of the issues which would be raised at the hearing and to submit what undertakings it would then be prepared to put forward.

The QNU

[30] Mr Crank maintained that the QNU opposed the Agreement including the undertakings that were proposed by the employer and that new undertakings would be required from the employer in order to ensure that the Agreement met the requirements of the Act.

QNU - Roster Changes

[31] Mr Crank submitted that the QNU agreed with the ASU on the issue of clause 4.1.6(d) penalising employees for merely asking for a roster change. Mr Crank agreed that while an undertaking would remove the unlawfulness of the provision, it would still present a BOOT issue as outlined by Mr McKay.

[32] The Commission reiterated that this submission had been heard and instructed Mr Aspromourgos to consider it in the requested Undertakings to be provided within a week from the hearing.

QNU - Definition of a Shift Worker for the purposes of the NES

[33] Mr Crank submitted that the Agreement also does not contain a definition of shift worker for the purpose of the NES, which is a contravention of s 196(2). It contains a definition of shift worker but s 196 expressly requires that an Enterprise Agreement contain a definition of a shift worker for the purposes of the NES, and this Agreement does not do that.

[34] The Commission asked Mr Crank whether an Undertaking stating that "for the avoidance of doubt the definition of shift workers here is for the purposes of the NES" would satisfy his concern.

[35] Mr Crank agreed that it would resolve the particular issue.

QNU BOOT Issues

QNU - Annual leave for Shift workers

[36] Mr Crank submitted that some shift workers would be deprived of one week's annual leave per year by the Agreement, compared to the Award. The Agreement provides a definition of shift worker for the Nursing and Allied Health streams, which means that a person is only a shift worker under the Agreement if they are continuously rostered 24 hours a day for seven days a week, and they are regularly rostered to work those shifts, presumably on an individual basis, and that the employee works regularly on public holidays.

QNU - Lesser Minimum Engagement

[37] Mr Crank submitted that clause 2.3 of the Agreement provides for a minimum engagement of only one hour to attend compulsory meetings, whereas the Award provides a minimum engagement of two hours for a casual employee and it does not contemplate any employees being called into work for only one hour.

[38] Mr Crank went on to submit that the Agreement also provides that time worked, which under the Award would be paid as overtime at penalty rates, would only be paid at ordinary base rates under the Agreement. Clause 2.3 again provides that the one hour of pay for attending compulsory meetings would be at ordinary rates, even if the meeting attendance is in overtime. Whereas an employee under the Award who is required to work, including by attending a meeting during overtime must be paid time and a half, double time or double time and a half depending on the circumstances of the meeting.

QNU - Limited Term Employment

[39] Mr Crank submitted that the clauses 3.1 and 3.1.6 of the Agreement are also less beneficial by the inclusion of a limited term employment provision. Mr Crank explained his understanding of Limited term employment as a concept in which there is a date fixed for employment to end and that the employer is entitled to terminate the employment of that employee at any time with notice, but otherwise at any time prior to the expiry date of that limited term employment.

[40] Mr Crank went on to give an example albeit difficult to quantify the detriment. He went on to give the example of an employee engaged on a limited term basis under this Agreement for a period of six months, who at the end of which would be terminated without any reason other than a certain date has been reached. Had the term not existed in the Agreement, that employee in this example would have continued in employment with RSL for five years, so in other words their employment has been cut short by four and a half years because of this term in the Agreement. In this circumstance the employee would have lost four and a half years remuneration and four and a half years of all of the intrinsic benefits of employment, such as a sense of accomplishment, satisfaction, dignity and all those things that have been recognised in modern times as intrinsic benefits of employment.

[41] The Commission categorised the arrangement described by Mr Crank as a Maximum Term arrangement which is not uncommon, to which Mr Aspromourgos agreed.

[42] The Commission clarified to parties that people who are employed for a maximum period under maximum term contracts are not employees employed for a specific period. The Commission found that Mr Aspromourgos demonstrated that clause 3.1.6 did not intend to have employees covered by the Agreement to be classified as employees engaged for a specified period (the maximum period). The Commission suggested that Mr Aspromourgos should seek instructions about an Undertaking which reflects better language than what is used in the proposed Agreement.

QNU - Abandonment of Employment

[43] Mr Crank submitted that clause 3.65 of the Agreement is an Abandonment of Employment clause. The relevant award for this matter does not provide for such provisions. The employer subsequently offered two undertakings in relation to that. The original submissions made by the QNU contended that the second alternative undertaking would be acceptable which is that it would not be applied and therefore have no effect.

[44] The Commission agreed with the position of the QNU and suggested to Mr Aspromourgos that the second alternative Undertaking would be acceptable to form part of the new set of Undertakings to be provided.

[45] Mr Aspromourgos agreed to provide that undertaking and that is consistent with the Commission's position.

QNU - Automatic Reduction of Hours for Part Time Employees

[46] Mr Crank submitted that clause 3.1.2(c) of the Agreement provided for an automatic reduction of ordinary hours without the requirement for mutual agreement. The effect of this provision would be that the employee would work less and therefore result in receiving less remuneration.

[47] Furthermore that the above clause required part-time employees to give no less than 30 days' notice of any changes to their availability. Mr Crank indicated that there was no such requirement in the Award. The award instead provides that simply the rostering arrangements will be agreed in respect of part-time employees.

[48] The Commission asked for a response from RSL. Mr Aspromourgos gave the example where if an employee who was initially available from Monday to Friday were to approach their employer because their personal circumstances had changed, therefore no longer being available from Wednesday to Friday, their availability would be reduced from five days to two days. This provision intends to reduce hours at that point in time based upon the reduced availability.

[49] The Commission suggested that the provision could be explained in plainer English in order to be better understood. This suggestion should be considered when drafting new Undertakings.

QNU - Casual Employees and Overtime

[50] The next issue then is casual employees losing their 25.00% casual loading when they work overtime. The Nurses Award provides for 25.00% loading which must be paid for all hours worked which includes overtime but, less beneficially, the Agreement in clause 3.1.4C provides that the 25.00% casual loading is only paid on ordinary hours which obviously excludes overtime.

[51] Mr Crank took issue with wording of the Undertaking provided previously by RSL. Mr Crank submitted that the undertaking should simply be that 25.00% casual loading is paid on all hours worked including overtime

[52] Mr Aspromourgos maintained that this issue had been addressed in the previous Undertakings.

[53] Mr Crank maintained that whilst the intention of the Undertaking may have been sufficient, the wording was not.

[54] The Commission suggested that the better way to frame the Undertakings would be to refer to the clause, and insert "in place of the current clause X will be this clause Y". That way the wording of the clause that is to be substituted into the Agreement is clearer.

QNU - Part Time Employees and Overtime

[55] Mr Crank submitted that the Award provides that all time work by part-time employees in excess of the rostered daily ordinary full-time hours will be overtime, whereas clause 4.1.1(d) of the Agreement provides that ordinary hours may be up to 10 per day or 12 by Agreement.

[56] Mr Crank went on to further explain that within RSL, the rostered daily ordinary full-time hours are often 8 hours per day in which case the overtime is payable to part-time employees in excess of 8 hours per day whereas under the Agreement overtime will not be paid unless more than 10 hours is worked or 12 hours in the case of Agreement for 12-hour shifts. The Agreement would deprive part-time employees of, in many cases, between two and four hours of overtime penalties per day.

QNU - Broken Shifts

[57] Mr Crank submitted that clause 4.1.3 of the Agreement provides for employees to be forced to work broken shifts even without pretence of mutual Agreement. This is in contrast to the Award which does not permit broken shifts as section 21.5 of the Award provides that the hours of work will be continuous except for meal breaks.

[58] Mr Crank further explained the QNU's position on this issue, that the Agreement effectively allows employees to be made to have an unpaid break between broken shifts of up to 10.75 hours which would require employees to either hang around the workplace being unpaid for up to 10.75 hours. Furthermore if employees would leave the workplace during this unpaid break, the additional costs associated with the journey to and from the workplace would serve as a further detriment.

[59] Mr Aspromourgos assured the Commission that clause 4.1.3 did not operate in the way Mr Crank claimed. He stated that the clause was not to be used at all; it was used predominantly in community care for employees covered by the Social Community, Home Care and Disability Services Industry Award 2010 and provided greater protections to those

employees in the corresponding award entitlement. There is no intention on the part of RSL to apply this clause to Nurses.

[60] The Commission suggested that an Undertaking be provided to explain this plainly.

QNU - Afternoon Shift Penalties

[61] Mr Crank submitted that the Agreement does not provide afternoon shift penalties except for work after 6pm or 8pm in the case of employees covered by the Nurses Award working in community care.

QNU - Notice for a Roster Change

[62] Mr Crank submitted that the Agreement provides for six days less notice of a rostered change than the Award. The award requires seven days' notice for the employer to change an employee's roster except in the case of illness, emergency or mutual agreement (clause 25.4 of the Award).

[63] In contrast to the Award, clause 4.1.6(f) of the Agreement provides that the employer will provide a community care employee with as little as 24 hours' notice or even less, that is only before the end of the employee's previous shift which may be a lot less than 24 hours before and that is notice of a change to the starting time of the next shift.

QNU - Banking Hours

[64] Clause 4.1.7 of the Agreement provides that hours worked may be banked at the rate that applied at the time the employee worked, which the QNU believes to be a scheme to delay the payment of wages to an unlimited extent as there is no date by which those wages must be paid and they are wages that would otherwise be payable on the fortnightly payday following the hours being worked.

[65] The award in clause 18.1 requires that wages be paid fortnightly unless otherwise agreed up to a monthly maximum period.

[66] Mr Aspromourgos maintained that this clause could not be seen to be a disadvantage to an employee who voluntarily elects to forego wages now, to take it at a later time which better suits their personal circumstance and situation.

[67] This ends the QNU's submissions pertaining to the BOOT.

QNU - Non-Permitted Matters

[68] Mr Crank submitted that the Agreement makes a number of references to the relationship between employees under the Agreement and customers of the employer. The QNU contended that the Agreement could only contain matters which pertained to the relationship between the employee and the employer.

[69] Mr Crank explained his position by referring to the definition of "customer" in clause 1.8 of the Agreement. “

- “Customer” means any of the following: Current or potential clients, current or potential.

[70] Mr Crank went on to say that the reference to "including relationships with customers" made in the Agreement was a difficulty. In particular, Mr Crank referred to clause 5.3.2, a customer cancellation allowance. This clause allowed for an employee to travel to a customer's location whilst not receiving any payment unless having already commenced the travel. That particular provision, Mr Crank believed, was probably within the employment relationship. However the definition of "customer" goes way beyond a person for whom an employee might be providing service on behalf of the employer. It extends into relationships with potential clients and is open having the employer attempt to create obligations on the employee pursuant to the Agreement; obligations on the employee in relation to potential customers of RSL. That would be outside the employment relationship according to the QNU.

The AWU

[71] Mr Harding submitted the position of the AWU principally in relation to the Undertakings already provided by RSL.

AWU - Broken Shifts

[72] Mr Harding submitted a concern raised by Mr Ronald of United Voice. He submitted that broken shifts are provided for in the Aged Care Award as well, but only by mutual agreement, and that doesn't seem to be reflected in the current or in the proposed agreement. His concern on behalf of the AWU was that under the proposed Agreement, broken shifts would be, by mutual agreement, for those who derive their conditions from the Aged Care Award.

Events post the hearing

[73] At the conclusion of the hearing the Commission proposed to issue directions that the applicant file and serve any final attempt at providing Undertakings by 12 noon on Friday 4 March 2016, and then, by 4 pm on Wednesday 9 March 2016, each of the unions file in the Commission and serve on the applicant any final statement about whether they do not oppose, support or oppose (and if oppose on what continuing basis) the approval of the Agreement.

[74] On 4 March 2016 the Applicant subsequently provided written undertakings. A copy of the undertakings is attached as Annexure A.

[75] It is to be observed from the following table that the Applicant elected not to take up the invitation to provide an undertaking in relation to a number of matters raised during the hearing:

Issue identified by the Unions during the hearing on 25 February 2016	Whether the issue was then the subject of an undertaking in the final version of the undertakings filed by the applicant on 4 March 2016
Roster Changes	Yes
Limited Term Employment	Yes
Abandonment of Employment	Yes
BOOT issues and roster changes	No
Shift loadings	No
Definition of shift worker	No

Annual leave for shift workers	No
Lesser Minimum Engagement	No
Automatic reduction of hours for part timers	No
Overtime for casual employees	No
Overtime for part time employees	No
Broken Shifts	No
Afternoon shift penalties	No
Notice for roster changes	No
Banking hours	No
Non-Permitted matters	No

[76] The response of the Unions to the final form of the undertakings can be summarised as follows:

Union	Response
QNU	Reluctant acceptance
AWU	Acceptance
NSWNMA	Acceptance
HSU	Acceptance
ASU	Continued opposition
Together Queensland	Acceptance

[77] The Commission is satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

Further Submissions provided by the ASU

[78] On 9 March 2016, the ASU advised the Commission that despite wishing to be covered if the Agreement is approved, it was opposed to the new undertakings provided by RSL. The submissions provided by ASU were as follows:

- a) Day workers working on a Saturday or a Sunday under the Award would receive double time, under the Agreement they would receive 150% for Saturday or 175% for Sunday.
- b) Under the Award there are a range of shift penalties 110%, 112.5%, 115% that when triggered apply for the whole shift, the Agreement as a shift penalty of 123% which does not apply for the whole shift but just the hours worked that trigger the allowance.
- c) There is total open discretion under the Agreement as to the hours employees will be rostered, e.g. there is no fixed definition of an afternoon shift 2.00pm to 10.00pm etc. So whilst typical rosters have been offered that show they pass the requirements of the BOOT test there is no provision restricting the employer to utilise such rosters.

- d) Given the small increase to the Award wages the Commission cannot be satisfied that that the meagre increase in wages from the Award would compensate an employee so much so that they would be better off overall under the Agreement. For example, an employee that worked 10.30am-6.36pm for argument sake would be paid under the Award $7.6 \times \$19.8947 \times 1.1 = \166.32 , whilst under the Agreement they would be paid $0.6 \times \$20.5485 \times 1.23 + 7 \times \$20.5485 = \$159$, a difference of \$7.32.
- e) A standard shift under the Agreement would be paid $7.6 \times \$20.5485 = \156.17 . A standard shift under the Award would be paid $7.6 \times \$19.8947 = \151.20 , a difference of \$4.97
- f) In a 4 week period the Agreement provides approximately a \$9 advantage in increased annual leave and leave loading for a full time employee. So part time employees who worked two 10.30am shifts and one shift with no penalties each week, would be disadvantaged.
- g) A full time employee who worked 9 out of 20 shifts commencing at 10.30 am and the remaining 11 as ordinary shifts would be worse off $\$65.88 - \63.67 (including the annual leave advantage) = \$2.11 worse off.
- h) There are already shifts that commence at 11.00am, it is not fanciful to suggest a shift may commence at 10.30am, just 30 minutes earlier during the next three years. There is certainly the possibility that this could occur under the Agreement, there is no provision that would preclude it.
- i) We note that the employer has made submissions about indicative rosters or current practices. However all rosters provided by the employer has been for full time employees, no indication has been given that part time employees would be better off under the Agreement. Furthermore the gap between the Agreement hourly rate and award hourly used in these calculations have been 3.32%, there are classifications where the gap between the Agreement rate and award rate is narrower 3.22% and 3.03%, so the disadvantage is more pronounced.
- j) In *AJ Convenience Services Pty Ltd T/A 7-Eleven Rozelle & 7-Eleven Bexley* (AG2015/6175) Commissioner Roe said:

‘However, consistent with the Full Bench decision [2015] FWCFB 1776 it is necessary to consider what the Agreement allows to be done in respect to rosters not just what occurs under to be sure that each employee and prospective employee is better off overall at the test time. The potential for calculations to be affected by changed or less typical rostering practices must be taken into account.....’

These are not simply technical considerations, it must be remembered that 1027 employees did not approve this agreement.

- k) The current certified agreement that this agreement seeks to replace has wage classifications up to 26.00% above the Award rates for employees performing administrative duties, the alterations to the Award conditions in this proposed agreement might arguable have passed the Better Off Overall Test if a classification system provided similar benefits above the Award rate of pay, however the

introduction of the new classification system with rates of pay slightly higher than the Award rate is not sufficient in light of how the Agreement materially changes the underpinning awards.

Consideration

[79] Having considered all that has been submitted in this matter and subject to the undertakings referred to above, the Commission is satisfied that each of the requirements of sections 186, 187, 188 and 190, as are relevant to this application for approval, has been met.

[80] Specifically, under s.186(2)(d) of the FW Act (where the Commission must be satisfied that the agreement passes the BOOT), the Commission, as presently constituted is satisfied that, as at the test time, each award covered employee, and each prospective award covered employee, for the Agreement will be better off overall if the Agreement is applied to them than if the relevant modern award applied to them (having regard to the test in s.193 of the FW Act). In coming to this conclusion I have had regard to all of the submissions which have been made on behalf of the applicant and the unions and then applied a “global” or “overall assessment” to determine whether the BOOT has been satisfied. Consistent with the orthodox approach I have had regard to the terms which are more beneficial to the employees; the terms which are less beneficial to the employees and then made an overall assessment about whether each class of employee under the Agreement would be that are off overall. I am satisfied that they will be.

[81] The Agreement is approved.

[82] The Australian Municipal, Administrative, Clerical and Services Union, United Voice, Together Queensland, The Australian Workers’ Union, The Australian Nursing and Midwifery Federation, The New South Wales Nurses and Midwives’ Association & New South Wales Branch of the Australian Nursing and Midwifery Federation, The Queensland Nurses’ Union of Employees and The Health Services Union of Australia, being bargaining representatives for the Agreement, have all given notice under s 183 of the Act that they want the Agreement to cover them. In accordance with s 201(2), the Commission notes that the Agreement covers each of these organisations.

[83] In accordance with s 54 of the Act the Agreement will operate from 22 March 2016. The nominal expiry date of the Agreement is 21 March 2019.



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Annexure A

UNDERTAKINGS
(Section 190 Fair Work Act 2009)

WHEREAS:

- A. RSL Care Limited (**Employer**) has applied to the Fair Work Commission pursuant to section 185 of the *Fair Work Act 2009* (**Act**) for approval of an enterprise agreement to be known as the *RSL Care Enterprise Agreement 2015* (**Agreement**).
- B. The Fair Work Commission has concerns that not all of the requirements of Section 186 and Section 187 of the Act have been met in relation to the Agreement but has indicated that it will accept the following undertakings pursuant to Section 190 of Act as meeting its concerns so that the Agreement may be approved.

PURSUANT to section 190 of the Act, the Employer hereby undertakes to the Fair Work Commission that:

1. Clause 1.8 (Ordinary Rate of Pay definition) will be replaced by the following clause:-

***"Ordinary rate of pay"** means the rate of pay set out in Appendix C or D, which is the Agreement base rate of pay. The ordinary rate of pay includes full compensation for allowances not separately provided for in this Agreement.*
2. Clause 2.3 (Minimum Engagement – Compulsory Meetings) will be applied in a manner that the employer shall not require an employee to attend more than 2 compulsory meetings outside of the employee's ordinary hours in any calendar year.
3. Clause 3.1.2(c) will be replaced by the following clause:-

(c) *On engagement, or at any review of hours under Clause 3.1.3, the employee will advise the employer of the days and times on such days that they are available to be rostered to work ordinary hours. If the employee reduces their availability to work ordinary hours on the agreed days and times, their minimum fortnightly contracted hours will be reduced by the average fortnightly ordinary hours worked by the employee during the days and times which the employee is no longer available to work in the preceding six (6) months (or lesser period if the employee has been working those minimum hours for less than six (6) months).*
4. Clause 3.1.4(c) will be replaced by the following clause:-

(c) *In addition to the hourly rate provided in Clause 3.1.4(b), a casual employee shall be paid an additional casual loading of 25% for each hour worked (other than public holidays). Casual loading shall always be calculated on the ordinary rate of pay as provided for in Clause 3.1.4(b) and shall not be compounded with any other loading or overtime penalty.*
5. Clause 3.1.6 will be replaced by the following clause:-

3.1.6 Limited Term Employee

A full time or part time employee may be engaged on a limited term basis. Where an employee is engaged on a limited term basis they shall be advised in writing of their date of commencement of employment and the latest date (maximum term) that their

employment will continue with the employer. A limited term employee shall be subject to the termination provision of this Agreement as set out in clause 3.6.

6. Clause 3.6.5 (Abandonment of Employment) of the Agreement will not be applied and therefore will have no effect.
7. Clause 4.1.6(d) will be replaced by the following clause:-

(d) *Where an employee requests a roster change and it is not operationally viable for the employer to provide those rostered hours at another time within the roster period, the employee will be required to work the original rostered hours. If the employee is unable to work the original rostered hours the employee shall forego those hours, even where that would result in the employee working less than the minimum hours for that roster period.*

DATED at BRISBANE this 9TH day of MARCH 2016

Signed for and on behalf of RSL Care Limited

DJ Finger
Signature of Authorised Representative

DAMIEN FINGER
Name of Authorised Representative
(BLOCK LETTERS)

ACTING CHIEF PEOPLE OFFICER
Title of Authorised Representative

C/- 44 MUSK AVENUE KELVINGROVE
Address of Authorised Representative

Debbie
Signature of Witness

DANIELLE SMITH
Name of Witness
(BLOCK LETTERS)



RSL Care Enterprise Agreement 2015

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

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

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PART 1. PRELIMINARY

1.1 TITLE

This Agreement is known as the RSL Care Enterprise Agreement 2015 (the Agreement).

1.2 AGREEMENT COVERAGE

This Agreement applies to RSL Care Limited (the employer) and its employees who perform work within the scope of Appendix A, B and E.

1.3 PARTIES TO THIS AGREEMENT

The parties bound by this Agreement are:

- (a) RSL Care Limited (ACN 010 488 454) (the employer);
- (b) The employer's employees as defined within the scope of Appendix A, B and E;
- (c) The Australian Workers' Union;
- (d) United Voice;
- (e) Queensland Nurses' Union of Employees and the Australian Nursing and Midwifery Federation;
- (f) Health Services Union, New South Wales Branch;
- (g) New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation;
- (h) Australian Municipal, Administrative, Clerical and Services Union; and
- (i) Together Queensland, Industrial Union of Employees.

1.4 DURATION OF THE AGREEMENT

This Agreement shall commence operation from the first full pay period following the 7th day after the Agreement is approved by the Fair Work Commission ("FWC") and shall remain in force from the date the Agreement commences for a period of three (3) years.

1.5 AGREEMENT RE-NEGOTIATION

The parties agree that discussions will begin in regards to a replacement Agreement six (6) months prior to the nominal expiry date of this Agreement.

1.6 AVAILABILITY OF THIS AGREEMENT

All new and existing employees will be able to obtain a copy of this Agreement, either on the Intranet or from their Manager. A copy of the National Employment Standards will also be available on the Intranet. All employees have access to the Intranet.

1.7 NO EXTRA CLAIMS

During the period of this Agreement there will be no further claims. This does not exclude claims authorised by this Agreement or by law.

1.8 DEFINITIONS

“Availability” means for a part time employee the days and times on those days on which a part time employee has notified the employer in writing that they are available to be rostered for work.

“Customer” means any of the following:

- current or potential clients
- current or potential residents
- family or friends of the above where relevant to the care of or services to the above.

“Community Care” means services provided to elderly persons in their own homes which includes but is not limited to; personal care and services, support services, transport, domestic assistance, and clinical care.

“Excursion” means where an employee is approved by the employer to accompany a customer on an excursion away from their normal place of residence, for a period in excess of 24 hours. During the excursion the employee shall be responsible for one (1) or more activities of daily living duties and support services for the customer.

“Live-In” means where an employee is required by the employer to live in the home premises of a customer and is responsible for one (1) or more activities of daily living duties and support services for the customer.

“Ordinary rate of pay” means the rate of pay set out in Appendix C or D, which is the Agreement base rate of pay. The ordinary rate of pay includes full compensation for Award allowances, not separately provided for in this Agreement.

“Residential Care” means residential premises owned or operated by RSL Care Limited for the purposes of supervised accommodation where the use includes medical and other support facilities for residents who cannot live independently and require regular nursing or personal care.

“Retirement Living” means residential use of premises owned or operated by RSL Care Limited for an integrated community and specifically built and designed for older people. The use includes independent living units and may include serviced units where residents require some support with health care and daily living needs.

“Shift Worker – Nursing and Allied Health Streams” means for the purposes of the additional week’s leave for the Nursing Stream and the Allied Health Stream, means an employee who works in a part of the employer’s business where shifts are continuously rostered 24 hours a day for 7 days a week, and who is regularly rostered to work those shifts and regularly works on a Sunday and public holidays.

“Shift Worker – other than Nursing and Allied Health Streams” means for the purposes of the additional week’s leave for employees, other than those in the Nursing Stream and the Allied Health Stream, means an employee regularly rostered to work ordinary hours outside the ordinary hours in clause 4.1(b) or (c), Monday to Friday (inclusive) or who works more than four (4) ordinary hours on ten (10) or more weekends in a completed year of service.

“2013 Agreement” means the *RSL Care Enterprise Agreement 2013* and which applied to employees of RSL Care Limited immediately prior to the commencement of this Agreement.

PART 2. THE AGREEMENT

2.1 REGIONAL CONSULTATIVE FORUMS

- (a) The employer recognises that positive outcomes are more likely to be achieved through consultation and dialogue between the parties and Regional Consultative Forums will be established. Indicative topics may include:
 - (i) Career progression;
 - (ii) Workforce reform;
 - (iii) Industry changes
 - (iv) Workload management.
- (b) The Consultative process shall adhere to the following principles:
 - (i) Open and honest communication between the parties;
 - (ii) A collaborative, problem-solving, interest based approach to issues raised by any of the parties;
 - (iii) A culture of mutual respect between the parties, employees and management;
 - (iv) A culture of quality improvement;
 - (v) Employee concerns on personal or local issues which do not have a regional or organisational implication, should where possible be resolved at the local level and if not resolved can be escalated to the Regional Forum; and
 - (vi) The forum does not replace existing internal communication mechanisms and frequent formal and informal two-way communication between managers and staff should occur.
- (c) No less than four (4) Regional Consultative forums are to be held within a twelve (12) month calendar.
- (d) Each Regional Consultative Forum will consist of two management representatives from the region, one employee representative from each site/service and Human Resources representatives.
- (e) Employee representatives will be appointed for a twelve (12) month period after an expression of interest and a local ballot, if greater than one expression of interest received per site/service.

2.2 REPRESENTATIONAL RIGHTS

- (a) The employer will recognise the role of employee representatives.
 - (i) The role of the employee representative will not detract from their primary responsibility which is to do the job they are employed to do with the employer.
 - (ii) Employee representatives in the same work site are allowed a reasonable time away from normal duties without loss of pay, to discuss with an employee and/or their site manager, matters affecting the employment of an employee covered by this Agreement. Time away from normal duties must not interfere with the safe and productive operation of the site or service.

2.3 MINIMUM ENGAGEMENT – COMPULSORY MEETINGS

Where the employer deems that attendance at a meeting is compulsory, all reasonable attempts will be made to hold such meetings within an employee's ordinary hours. However, if it is not possible to hold a compulsory meeting within an employee's ordinary hours, a minimum of one (1) hour of ordinary wages will be paid to the employee for attendance at the meeting. If the timing of the meeting results in the employee being entitled to payment of a penalty for the period of the meeting, such penalty shall be paid for the time attending the meeting or for one (1) hour, whichever is greater.

PART 3. TERMS AND CONDITIONS OF EMPLOYMENT

At the time of a commencement, transfer or promotion or change in employment status, an employee will be issued with a written statement clearly indicating the type of employment contract, including the employment category in which they are employed.

The statement shall include the date of engagement, transfer or promotion or change in employment category, classification level and rate of pay and in the case of a part time employee the minimum number of hours per fortnight the employee is required to work.

3.1 EMPLOYMENT CATEGORIES

Employees of RSL Care (the employer) are engaged in one (1) of the following ways:

- (a) Full time;
- (b) Part time; or
- (c) Casual. or

Employees may be engaged on an ongoing basis or for a limited term.

3.1.1 Full Time Employee

A full time employee's hours of work will be seventy-six (76) hours per fortnight, or an average of thirty-eight (38) hours per week as contained in clause 4.1.1.

3.1.2 Part Time Employee

- (a) A part time employee's minimum fortnightly hours will, subject to 3.1.2(b), and 3.1.2(c), be twenty (20).
- (b) A part time employee and the employer may agree to a minimum hours per fortnight other than twenty (20) hours per fortnight. However, any such agreement will be in writing signed by both the employee and the employer and will become the contracted minimum hours (contracted hours).
- (c) On engagement, or at any review of hours under clause 3.1.3, the employee will advise the employer of the days and times on such days that they are available to be rostered. If those days or hours change, the minimum number of hours will be reduced by the average of the hours in the preceding six (6) months (or lesser period if the employee has been working those minimum hours for less than six (6) months) worked in the days or times on which the employee is no longer available within the previously notified availability to be rostered.
- (d) A part time employee may amend their notified availability by the giving of no less than thirty (30) days notice. Amendments to availability which result in a reduction in the availability in either days or hours is limited to two (2) occasions in any calendar year. The above timeframes may be waived in exceptional circumstances.
- (e) The minimum hours of engagement for a part time employee in Community Care, other than on a day when a broken shift is being worked, shall be two (2) hours, or one (1) hour by mutual agreement.

- (f) The minimum hours of engagement for a part time employee, other than a part time employee working in Community Care, on any one day shall be three (3) hours or two (2) by mutual agreement.
- (g) Unless otherwise provided for in this Agreement, a part time employee shall receive entitlements on a pro-rata basis.
- (h) The rostered hours of work of a part time employee (but not their number of contracted hours) may be changed by:
 - (i) mutual agreement between the employee and the employer, or
 - (ii) by the employer giving the employee seven (7) days' notice.

3.1.3 Part Time Review of Hours

- (a) A part time employee who has worked in excess of their minimum fortnightly hours in at least 70% of fortnights in a twelve (12) month period may request a review of their contracted hours.
- (b) A request for a review of hours can only be made by an employee at twelve (12) month intervals.
- (c) Where a part time employee has requested a review of hours under clause 3.1.3(a), the following will apply:
 - (i) where a part time employee has regularly worked the same number of hours in addition to their contracted hours, their minimum contracted hours are increased to that greater number of hours.
 - (ii) where a part time employee has worked in excess of their contracted hours, but the additional hours have not been the same each fortnight, their minimum contracted hours are increased to the minimum hours worked in all fortnights where excess hours were worked.
- (d) Fortnights in which the additional hours arise in the following circumstances will be included in the calculation as a fortnight in which the employee worked their minimum contracted hours for that fortnight. Including but not limited to:
 - Annual leave
 - Personal leave
 - Long Service leave
 - Parental leave
 - Unpaid leave
 - Workers' Compensation
 - Higher duties
 - Temporary increase in specific needs of a customer
 - Special projects for a limited period

3.1.4 Casual Employee

- (a) A casual employee will be engaged on an hourly basis.
- (b) A casual employee shall be paid the same hourly rate as applies to a permanent employee engaged at the same classification level under this Agreement.

- (c) In addition to the hourly rate provided in clause 3.1.4 (b), a casual employee shall be paid an additional casual loading of 25% for each ordinary hour worked. Casual loading shall always be calculated on the ordinary rate of pay as provided for in clause 3.1.4(b) and shall not be compounded with any other loading or overtime penalty.
- (e) The minimum engagement for a casual employee is one (1) hour for Community Care and two (2) hours for all other casual engagements.

3.1.5 Casual Conversion

- (a) A casual employee who has worked on a regular and systematic basis over a period of twenty-six (26) weeks has the right to request conversion to permanent employment.
- (b) The new contract would generally be on the basis of the same number of hours as previously worked.
- (c) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
- (d) An employee must not be engaged or re-engaged as a casual employee under this clause to avoid any obligation under this Agreement.

3.1.6 Limited Term Employee

A full time or part time employee may be engaged on a limited term basis. Where an employee is engaged on a limited term basis, they shall be provided with notice, in writing, of the date of commencement and the cessation date. A limited term employee shall be subject to the termination provision of this Agreement as set out in clause 3.6.

3.2 MINIMUM EMPLOYMENT PERIOD

- (a) A new employee shall be subject to the statutory Minimum Employment Period of six (6) months from the date of commencement.
- (b) Subject to sub clause 3.2(c) during the Minimum Employment Period either the employer or employee may terminate employment by the giving of one (1) week's notice.
- (c) The notice provided in sub-clause 3.2(b) need not be provided by the employer in circumstances where the employee is found to have engaged in serious misconduct.

3.3 PAYMENT OF WAGES

- (a) Wages shall be paid fortnightly (or monthly for a salaried employee) and will not change, unless mutually agreed between the employee and the employer.
- (b) All wages for a fortnightly paid employee shall be payable within two (2) business days following the completion of the pay period.
- (c) All wages for salaried employees shall be paid within two (2) business days of the 15th of each calendar month. Any adjustments will be made in the subsequent pay period(s).
- (d) Should a public holiday(s) occur on a payday, the employer will pay wages on the regular pay day or one day earlier.

- (e) The employer will pay an employee by direct deposit into an account nominated by the employee.
- (f) If for reasons under the control of the employer, the wages of an employee are not paid into the nominated account on a payday, the employer will meet the costs of any extra charges incurred by the employee due to the non-payment of the wages. Documented evidence of additional charges will need to be provided.

3.4 REMUNERATION PACKAGING

An employee may elect to sacrifice a portion of the wage payable to them under this agreement (“remuneration packaging”) in accordance with the following:

- (a) Subject to Australian Tax Office requirements, the sacrificed portion will reduce the wage subject to appropriate tax withholding deductions by the amount sacrificed.
- (b) Any allowance, penalty rate, overtime, weekly workers' compensation benefit, superannuation contribution, severance payment, termination payment or other payment, to which an employee is entitled which is expressed to be determined by reference to the employee's wage or ordinary rate, will be calculated by reference to the gross wage which the employee would be entitled if not taking part in remuneration packaging arrangements.
- (c) Remuneration packaging arrangements will be maintained during all periods of leave on full pay, including the maintenance of cash and non-cash benefits.
- (d) The employer shall ensure that the structure of any agreed package complies with taxation or other relevant laws.
- (e) The employer will make available to an employee, the full amount of remuneration packaging available under the relevant legislation to a Public Benevolent Institution (PBI).
- (f) The employer agrees to flow on to an employee the full benefit of remuneration packaging.
- (g) The terms of the remuneration packaging arrangement shall be committed to in writing and signed by the employee and the employer or the relevant remuneration packaging service provider. A copy of the signed agreement shall be held by the employer and the employee.
- (h) The selection of benefit payments may be altered at any time, provided there is no additional cost to the employer.
- (i) Employees may sacrifice remuneration to additional superannuation contributions.
- (j) The employee may package from a range of packaging models offered by the employer or the remuneration packaging service provider to determine what best suits an employee's personal circumstances, but does not exceed the maximum fringe benefits tax exemption designated to the charitable/not-for-profit sector.
- (k) A range of benefits may form part of a package provided they are able to be processed by electronic payment.

- (l) The parties to this Agreement recommend that the employee seeks independent advice on any financial packaging arrangements.
- (m) Remuneration packaging arrangements may be cancelled by either party by the provision of one (1) month's notice.

3.5 SUPERANNUATION

- (a) The employer will make superannuation contributions at the level prescribed by the *Superannuation Guarantee Act* for each eligible employee into a complying Fund nominated by the employee, provided the fund offers a MySuper product.
- (b) If an employee does not elect a complying fund, employer superannuation payments shall be made into the default fund. The default fund is HESTA.

3.6 TERMINATION OF EMPLOYMENT

- (a) In order to terminate the employment of a full time or part time employee as defined in clause 3.1 of this Agreement the employer shall give the employee the following notice:

Period of Continuous Service with the employer	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (b) In addition to the notice provided under sub clause 3.6(a), where an employee has at least two (2) years of continuous service and is over the age of forty-five (45), they shall be entitled to an additional week's notice.
- (c) The employer shall give a casual employee one (1) hour's notice.
- (d) The employer may, at its absolute discretion, pay an employee in lieu of working all or part of the notice period.
- (e) The period of notice contained in clause 3.6(a), (b) and (c) shall not apply in the case of serious misconduct, or at the conclusion of a limited term contract.

3.6.2 Notice if the Employee Terminates their Employment

- (a) An employee who resigns their employment shall be required to give the period of notice provided in sub clause 3.6(a).
- (b) If the employee fails to give the required period of notice, the employer may withhold from any money due to the employee on termination, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by clause 3.6(a) less any period of notice actually given by the employee.
- (c) A casual employee shall be required to give one (1) hour's notice.

3.6.3 Termination Pay

On termination, any outstanding monies owing to the employee will be paid in the next full pay period.

3.6.4 Certificate of Service

Upon termination of employment for any reason whatsoever, the employer shall provide the employee with a certificate of service in the following form:

- (a) employee's name;
- (b) period of employment;
- (c) title of position; and
- (d) signed and dated by the authorised person (employer delegate).

3.6.5 Abandonment of Employment

- (a) Where an employee is absent from work for a continuous period of three (3) or more working days without the consent of or notifying the employer of the absence, the employer will attempt to contact the employee by telephone.
- (b) If the employer is unable to reach the employee by telephone, the employer will write to the employee at the address held on the personnel file and advise them that they have seven (7) calendar days from the date of the written correspondence to advise the employer of the reason for the unauthorised absence, or they will be considered to have abandoned their employment. An employee who has been deemed to have abandoned their employment by not making contact with the employer within the seven (7) calendar days, will have their employment terminated by the employer effective from close of business on the 7th calendar day from the date of the correspondence.

3.6.6 Redundancy

- (a) If an employee's employment is terminated at the Employer's initiative because the employee's position becomes redundant, the employer will In addition to the period of notice prescribed for ordinary termination in clause 3.6 provide the following amounts of severance pay:

Period of Continuous Service with the employer	Severance Pay
Less than 1 year	Nil
1 year but not more than 2 years	4 weeks
More than 2 years but not more than 3 years	6 weeks
More than 3 years but not more than 4 years	7 weeks
More than 4 years but not more than 5 years	8 weeks
More than 5 years but not more than 6 years	10 weeks
More than 6 years but not more than 7 years	11 weeks
More than 7 years but not more than 8 years	13 weeks
More than 8 years but not more than 9 years	14 weeks
More than 9 years or more	16 weeks

- (b) The amount of redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the table set out in sub clause 3.6.6(a) above at their ordinary rate of pay.
- (c) This clause does not apply to:
 - (i) Apprentices;
 - (ii) An employee engaged for a limited term, at the conclusion of the term; and
 - (iii) Casuals.

PART 4. HOURS OF WORK, BREAKS, OVERTIME AND SHIFT WORK

4.1 HOURS OF WORK

4.1.1 Ordinary Hours of Work

- (a) The ordinary hours of work for a full time employee shall be an average of thirty-eight (38) hours per week to be worked on either of the following:
 - (i) 38 hours within a work cycle not exceeding seven (7) consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding fourteen (14) consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding twenty-one (21) consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding twenty-eight (28) consecutive days.
- (b) Subject to sub clause 4.1.1(c) an employee's ordinary hours of work shall be between 6:00am and 6:00pm Monday to Sunday.
- (c) An employee working in Community Care shall work ordinary hours between 6:00am and 8:00pm Monday to Sunday.
- (d) Ordinary hours of work shall not exceed ten (10) hours per day, or twelve (12) hours per day with agreement between the employee and the employer.
- (e) Where an employee works a twelve (12) hour shift they shall be entitled to a twelve (12) hour break prior to recommencing work. The employer and employee may agree to a lesser period, however such period cannot be less than eight (8) hours.
- (f) An agreement to work twelve (12) hour shifts shall be in writing. However, where there is an emergent need to request an employee work twelve (12) hour shifts, agreement may be verbal provided that the verbal agreement applies to the working of no more than three (3) consecutive twelve (12) hour shifts at any one time.
- (g) Where possible an employee will be rostered such that they have two (2) consecutive days off each week. However, where this is not possible they shall, as a minimum, be rostered such that they have a period of three (3) days in one (1) week and a stand alone day in the other week in the fortnight.
- (h) Despite sub clause 4.1.1(f) above, an employee and the employer may agree to any other combination of days off in a fortnight to meet personal and operational requirements.

4.1.2 Rest Breaks Between Rostered Work

- (a) An employee will be allowed a break of not less than ten (10) hours between the termination of rostered shift and the commencement of another, subject to clause 4.1.1(e).
- (b) By mutual agreement, the ten (10) hour rest break may be reduced to eight (8) hours.

4.1.3 Broken Shifts

- (a) Broken shifts may be worked to suit the needs of the customer.
- (b) An employee's ordinary hours of work are to be worked each day where the first engagement has a minimum engagement of two (2) hours, or less than two (2) hours with mutual agreement. Subsequent engagements are a minimum of one (1) hour within a span of twelve (12) hours from the start of the first shift to the end of the last shift.
- (c) The employer will make reasonable efforts to minimise broken shifts without compromising customer care and operational needs.

4.1.4 Shift Work

- (a) Where an employee in Community Care is rostered to work between 8:00 pm and 6:00 am Monday to Thursday, or 8:00 pm and midnight Friday, or midnight Sunday and 6:00 am Monday, the employee will be paid a loading of 23.5% of their ordinary rate of pay for the hours worked during this period.
- (b) Where an employee other than an employee in Community Care is rostered to work between 6:00 pm and 6:00 am Monday to Thursday, or between 6:00 pm and midnight Friday, or between midnight Sunday and 6:00 am Monday, the employee will be paid a loading of 23.5% of their ordinary rate of pay for the hours worked during this period.
- (c) The shift loading in sub clause 4.1.4(a) or (b) above shall not be paid when an employee works on a public holiday.
- (d) In the event the employer builds a site and/or acquires or purchases another Residential Care and/or Retirement facility, the adoption and implementation of the following shiftwork provisions can apply if elected by the employer:
 - (i) An employee working afternoon or night shift shall be paid the following loading applicable to the shift:
 - 12.5% for afternoon shift
 - 15% for night shiftFor the purposes of this clause:
 - A. Afternoon Shift means any shift commencing not earlier than 12:00 noon and finishing after 6:00pm on the same day; and
 - B. Night Shift means any shift commencing on or after 6:00pm and finishing on or before 8:00am on the following day.
 - (ii) No loading is applicable where an employee commences their ordinary hours of work after twelve (12) noon and completes those hours at or before 6:00pm on that day.
 - (iii) Where an employee works across an existing site and a new site (as defined in 4.1.4(d)), the engagement at the new site will be at the applicable shift loading for that new site.

4.1.5 Weekend Work

- (a) Where an employee is rostered to work between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.

- (b) Where an employee is rostered to work between midnight Saturday and midnight Sunday, the employee will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.
- (c) The weekend penalty in sub clauses 4.1.5(a) and (b) shall not apply when an employee works on a public holiday.

4.1.6 Rosters

- (a) Rosters shall be posted at least seven (7) days prior to the commencement of the roster period.
- (b) The employer shall give at least seven (7) days' notice of a change to the roster, however the employer and an employee may agree to a shorter period of notice.
- (c) If an employee seeks to alter a posted roster, they shall give the employer at least seven (7) days' notice of the request for a roster change. The employer shall not unreasonably refuse a roster change.
- (d) Where an employee requests a roster change and it is not operationally viable for the employer to provide those rostered hours at another time within the roster period, the employee shall forgo those hours, even where that would result in the employee working less than the minimum hours for that roster period.
- (e) Any variation to shift lengths in a posted roster will be by mutual agreement.
- (f) Notwithstanding the provisions above, the following provisions apply to Community Care employees (excluding administration employees):
 - (i) The employer will advise an employee with at least twenty-four (24) hours notice or before the end of the employee's previous shift in the event the starting time of their next ordinary hours shift is brought forward or deferred, with a maximum of two (2) hours either side of the rostered start time.
 - (ii) If it is necessary to alter an employee's planned shift after a roster has been posted, every effort is to be made to consult with the affected employee prior to the alteration being made.

4.1.7 Banking Hours

- (a) To assist an employee in budgeting for special circumstances, and where it is mutually agreed between the employee and their manager in writing, an employee may set up a fixed term bank of hours at the rate that applied at the time the employee worked.
- (b) This bank of time may be cashed out on request during any pay period, or to cover a period of unpaid absence.

4.2 REST PAUSES

- (a) Two separate fifteen (15) minute paid rest pauses will be allowed to each employee who is required to work a shift of 7.6 ordinary hours or more.

- (b) Where an employee is rostered to work for more than four (4) hours but less than 7.6 hours, they shall be entitled to one fifteen (15) minute paid rest pause.
- (c) To meet operational requirements, the employer may direct an employee to take two fifteen (15) minute paid breaks as one thirty (30) minute paid rest pause.
- (d) Where an employee is rostered to work more than ten (10) hours in any one shift, they shall be entitled to an additional fifteen (15) minute break.
- (e) Rest pauses are to be taken at the time directed by the employer to meet operational requirements.

4.3 MEAL BREAKS

- (a) An employee who works in excess of six (6) hours will be entitled to an unpaid meal break of not less than thirty (30) minutes and not more than sixty (60) minutes duration. This unpaid meal break is to be taken as directed by the employer so as not to interfere with the operational requirements of the service.
- (b) An employee who works in excess of six (6) consecutive hours but not more than seven (7) consecutive hours may, subject to agreement with the employer, waive the entitlement to an unpaid meal break. The employee must seek agreement for this arrangement prior to the commencement of the shift.
- (c) Where an employee is required to remain available during their meal break, the employee shall be paid an additional \$15.00 per shift.
- (d) If the employee's meal break is interrupted by enquiries pertaining to work, such meal break shall be paid for at ordinary time.
- (e) Notwithstanding sub clause 4.3(a) above, where an employee is required to have their meal with a customer (or customers) in a community setting as part of the normal work routine or client program, then the employee will be paid at ordinary time or they may elect to take an unpaid meal after the meal time.
- (f) In residential care sites where an employee is required to work during a meal break and continuously thereafter, they shall be paid at the rate of double time until released from duty for a meal break.

PART 5. WAGES AND WAGE RELATED MATTERS

5.1 ORDINARY RATES OF PAY

- (a) The ordinary hourly rates of pay set out in Appendix D to this Agreement shall apply, as identified:
 - (i) from the first full pay period on or after this Agreement commences to operate;
 - (ii) from the first full pay period on or nearest to the 1st anniversary of the first payment; and
 - (iii) from the first full pay period on or nearest to the 2nd anniversary of the first payment.

Notwithstanding the above, an employee employed as at the date of commencement of this Agreement shall be entitled to be paid the greater of the ordinary hourly rate of pay set out in Appendix D for their classification and pay point or Appendix C for the classification and pay point they were on immediately prior to the commencement of this Agreement.

- (b) Apprentices employed in either Cooking or Gardening shall have their terms and conditions determined under Appendix E of this Agreement.
- (c) The ordinary hourly rate of pay includes all allowances other than those listed in clause 5.3.
- (d) The rates of pay shall not fall below the base rate of pay set by the relevant modern awards.
- (e) In addition to the rates of pay, set out above, a one off payment of \$500 (gross) will be made to each employee covered by the Agreement in the first full pay period following the approval of the Agreement by the majority of employees.

5.2 OVERTIME

- (a) For an employee other than an employee classified as Nursing Stream, Registered Nurse Level 4 and Nurse Practitioners, the following applies in relation to overtime:
 - (i) The employer can require an employee to work reasonable overtime;
 - (ii) Overtime must be authorised by a Manager or other authorised person prior to being worked or it will not be paid;
 - (iii) Overtime is authorised time worked in excess of ten (10) hours, or twelve (12) hours with agreement, on any one day or in excess of the hours averaged over the periods as set out in clause 4.1.
 - (iv) An employee's overtime will be paid in the following pay period; and
 - (v) Payment will be calculated using the employee's ordinary hourly rate of pay.
- (b) All authorised overtime, other than overtime worked on a Sunday, shall be paid at the rate of time and a half (150%) for the first two (2) hours and double time (200%) thereafter. Each day shall stand alone for the calculating of overtime.

- (c) All authorised overtime worked on a Sunday shall be paid at the rate of double time (200%).
- (d) For the life of this Agreement the weekend penalty rates prescribed above will be maintained despite any decision by the Fair Work Commission to reduce penalty rates.
- (e) The employer will give due consideration to an employee's health and wellbeing when offering overtime to an employee.

5.2.2 Time Off In Lieu of Overtime (TOIL)

- (a) Where agreement is reached between an employee and the employer, Time Off In Lieu (TOIL) of paid overtime, may be accrued and taken at time for time.
- (b) Where possible, an employee shall take TOIL within three (3) months of it being accrued. However, where this is not possible, the employee may request that the TOIL be either paid out at time for time, or it will remain available to the employee to take as time off for a further three (3) months. Where TOIL has not been taken within six (6) months of being accrued it shall be paid out at time for time.

5.3 ALLOWANCES

The allowances provided for in this clause shall be the only allowances to be paid to an employee covered by this Agreement. The allowances in this Agreement shall be payable from the same date as the base rates of pay in Appendices C, D and E.

5.3.1 Higher Duties Allowance

- (a) An employee who is appointed to act in a position at a higher classification level than their usual classification shall be paid at the 1st paypoint for the higher classification for the duration of the period in which they are appointed to act in that higher position.
- (b) An employee may, as part of their development or training, be requested to undertake limited tasks from a higher level position. In such cases, they will not be paid higher duties allowance.

5.3.2 Customer Cancellation Allowance

- (a) Where a customer cancels a service the employee shall not receive any payment unless they have already commenced travel to the customer's location.
- (b) Where the employee has already commenced travel to the customer's location prior to being notified that the service will not proceed, the employee shall be paid for one (1) hour.
- (c) Where possible the employer will seek to identify alternative work which the employee can undertake if a customer cancels a service.

5.3.3 Motor Vehicle Allowance

- (a) Where an employee is directed by the employer to use their own motor vehicle in the course of their employment, the employee shall receive an allowance for each kilometre of work related travel at the rate for kilometre reimbursement notified by the Australian Taxation Office relevant to the time at which the kilometres were travelled. This allowance is in recognition of the costs associated with the use of the employee's private vehicle such as fuel, wear and tear, vehicle registration and insurance.
- (b) Subject to sub clause 5.3.3(d), this allowance will commence from an employee's first customer or place of work and finish at the employee's last customer or place of work as rostered.
- (c) The start and finish of this allowance in exceptionally remote and rural areas will be negotiated on an individual basis.
- (d) Where an employee has a break longer than one (1) hour between customers and recommences work on that day, the employee will be paid the kilometre allowance from the commencement of the employee's next customer or place of work and finish at the employee's last customer or place of work as rostered.
- (e) The employer reserves its right to require an employee to use the employer's vehicles where this is in the best interests of operational efficiency.

5.3.4 Excursion

Where an employee has received approval from the employer to accompany a customer on an excursion away from the customer's usual place of residence for a period of time in excess of twenty-four (24) hours, the employee shall be entitled to the following:

- (a) An employee cannot be directed to accompany a Customer on an excursion.
- (b) A flat rate of \$250.00 shall be paid to the employee for each complete twenty-four (24) hour period. This amount is in lieu of all other Agreement payments which might otherwise apply.
- (c) Where an excursion is in excess of twenty-four (24) hours, but concludes before the completion of a full twenty-four (24) hours on the last day of the excursion, the employee shall be paid a pro-rata amount for the hours worked on that last day.

5.3.5 Live-in Arrangement

- (a) Employees may agree to "Live-in" as defined in clause 1.8. Where an employee "Lives-in" the employee shall be entitled to:
 - (i) be provided with full board and lodging;
 - (ii) be paid a flat rate of \$250.00 for each complete twenty-four (24) hour period. This amount is in lieu of all other Agreement payments which might otherwise apply;
 - (iii) where a live-in period concludes before the completion of a full twenty-four (24) hours on the last day of the period, the employee shall be paid a pro-rata amount for the hours worked on that last day;

- (iv) be reimbursed for all reasonable expenses incurred by the employee during the live-in period, subject to satisfactory proof of the expense(s) being provided.
- (b) Where a prescribed public holiday falls on a day on which an employee is required to live in, they shall be given a substitute day off.
- (c) Unless agreed between the employer and the employee, an employee cannot live-in for more than ten (10) days out of any fourteen (14) consecutive days.

5.3.6 **Sleepover**

- (a) Where an employee is required to sleep overnight at a facility approved by the employer or a customer's own residence for a period not exceeding eight (8) hours, a sleepover allowance appropriate to the day on which the sleepover commences shall be paid for each instance on the following basis:
 - (i) \$65.00 where the overnight sleepover commences on a Sunday to Thursday night;
 - (ii) \$85.00 where the overnight sleepover commences on a Friday or Saturday night;
 - (iii) \$105.00 where the overnight sleepover commences on a Public Holiday, or commences on 24 December, 25 December or 31 December. This payment is inclusive of any payment which might otherwise arise under (i) or (ii) above.
- (b) An employee shall be provided with at least four (4) hours paid work, either immediately before and/or immediately after the sleepover period.
- (c) Time during a sleepover period counts towards the break between shifts (as contained in clause 4.1.2).
- (d) Where an employee working in accordance with sub clause 5.3.6(a) experiences a disturbance or disturbances caused by the customer, exceeding collectively one (1) hour in total during a sleepover period, they shall be paid at overtime rates, for the duration of the disturbance time in excess of one (1) hour. Disturbances of less than one (1) hour in duration have been compensated for in the sleepover allowance.

5.3.7 **Uniforms**

- (a) The employer will provide an employee with the following uniforms:
 - (i) A full time employee and a part time employee working over sixty (60) hours per fortnight, will receive three (3) complete uniforms,
 - (ii) A part time employee working under sixty (60) hours per fortnight will receive two (2) complete uniforms.
- (b) A complete uniform consists of one (1) upper garment and one (1) lower garment.
- (c) Uniforms remain the property of the employer and are to be returned on cessation of employment.

- (d) After two (2) years of service, replacement uniforms will be supplied on an as needs basis. However requests by an employee to their manager within two (2) years of service can be made for replacement garments of a uniform due to fair wear and tear.

5.3.8 On Call

- (a) If the employer requires an employee to be on call, ready to work outside of the employee's rostered hours, the employee will be paid the following:
 - (i) Where the on call commences Monday to Friday inclusive - \$23.81 per day
 - (ii) Where the on call commences Saturday, Sunday & Public Holiday or Day off - \$33.55 per day
- (b) An employee on call is required to answer the telephone, respond to queries by telephone and be available to return to the workplace if required.
- (c) An employee who is on call and who does not respond to requests for telephone assistance, either by answering an incoming call or responding to a missed call within ten (10) minutes, or who is unable to return to the workplace if necessary, during the on call period will not receive the on call allowance for that day.
- (d) An employee who is on call who is required to return to the employer's premises, will be remunerated under clause 5.3.9. An on call employee can only return to the employer's premises if approved by a Manager or in an emergency situation.

5.3.9 Call Back

- (a) If the employer recalls an employee to work, the employee will be paid at overtime rates.
- (b) The employer will pay an employee for the time the employee spends travelling to and from work (from the employee's residence to the place of work).
- (c) A minimum of three (3) hours will be paid, even if an employee does not work for three (3) hours.
- (d) If an employee uses their own car in relation to being called back to work, the employer will pay an employee the allowance set out in clause 5.3.3.
- (e) If an employee uses a taxi, the employer will reimburse the full fare. The employee must obtain a receipt to claim the fare.

5.3.10 Specialty Role Allowance

- (a) The employer recognises the importance of specialty key roles that are in addition to the requirements under their relevant classification.
- (b) Specialty roles are as follows:
 - (i) Workplace Health and Safety Officer
 - (ii) Continence Coordinator

(iii) Manual Handling Facilitator

- (c) Specialty roles are by appointment with the number, scope and nature of roles based on the business requirements at any particular time. An employee may be required to work across functions, facilities and services within an area.
- (d) Examples of the type of support required of an employee fulfilling a specialty role includes: training, mentoring, coaching, orientation, work allocation, quality systems, research, trialing of change, assessment and coordination.
- (e) When appointed to a specialty role a flat allowance of \$2.71 per shift per specialty role shall be paid to an employee who works a minimum six (6) hours per shift. A maximum of two (2) specialty roles allowances will be paid simultaneously, although an employee may perform more than two (2) specialty roles over a shift.
- (f) This allowance does not apply to the following classifications:
 - (i) Nursing Stream – RN Level 2, RN Level 3, RN Level 4 and Nurse Practitioner; and
 - (ii) Allied Health Stream – Level 6 and above.
- (g) This allowance is paid only when working in the specialty role and is not paid when on any form of leave.

5.3.11 Overtime Meal Allowance

- (a) If during an employee's shift, an employee is directed to work overtime for a duration of more than two (2) hours, the employee will be provided with an adequate meal from the employer.
- (b) If the employer cannot provide a meal, an employee will be provided with an allowance of \$15.00.

5.3.12 Call Reimbursement

- (a) If an employee is required to use their own phone for work purposes, the employee will be reimbursed for work related calls upon presentation of an itemised account.
- (b) Where the employer requires the employee to call in every day and the employee cannot produce an itemised account, 32 cents per rostered day will be paid.

5.3.13 Police Checks

The employer will pay for police checks for an employee that are required by the employer or by law. This excludes the police check required as part of the pre-employment process.

5.3.14 Remote Location Allowance

- (a) To assist in the recruitment and retention of employees, in specific circumstances, at specific locations, due to varying socio-economic factors, a remote locality allowance as prescribed in sub clause 5.3.14(d) may be paid on approval and at the discretion of the employer.

- (b) New classifications and locations may be added at any time as required by the employer and on approval by Executive Management. The remote location allowance is not an entitlement and will be reviewed annually. The remote locality allowance may be withdrawn, lessened, increased or kept at the status quo. Where an allowance is paid and is to be adjusted or withdrawn, then the employee will be provided with four (4) weeks' notice before the change takes effect.
- (c) The remote location allowance is a flat allowance in addition to other pay and allowances and is not an all purpose allowance. A part time employee belonging to the specified location and classification will be paid the allowance on a pro rata basis.
- (d) The remote location allowances are as follows:

Location	Classification	Amount per annum
Longreach	Nursing Stream <ul style="list-style-type: none"> Enrolled Nurse 	\$1,100
	Administration Stream <ul style="list-style-type: none"> Level 5 Level 6 	
	Care Services Stream <ul style="list-style-type: none"> Level 4 	
	Hotel Services Stream <ul style="list-style-type: none"> Level 6 	
Longreach	Nursing Stream <ul style="list-style-type: none"> Registered Nurse Level 1 Nurse Practitioner 	\$1,300
	Allied Health Stream <ul style="list-style-type: none"> Level 5 Level 6 	
Bowen	Nursing Stream <ul style="list-style-type: none"> Registered Nurse Level 1 Nurse Practitioner 	\$550
	Allied Health Stream <ul style="list-style-type: none"> Level 5 Level 6 	

5.3.15 NSW Locality Allowance (continuation of retained arrangements)

- (a) Employees who were receiving this retained allowance as at the commencement of this Agreement shall continue to receive the allowance for each hour worked whilst they are working for the employer in NSW.

- (b) The allowance is an all purpose allowance and shall be \$3.6579 per hour for the duration of this Agreement.

5.3.16 In Charge Allowance

- (a) An Employee appointed to be “in charge” of a residential care facility for any duration within the following periods: 6:00pm to 6:00am Monday to Friday (inclusive), weekends and public holidays; in addition to their appropriate wage, whilst so in charge, will be paid the amount of \$2.56 per hour. The allowance will be paid for all hours appointed to be “in charge”.
- (b) This clause shall not apply to Registered Nurses holding a position of RN level 2 and above.

PART 6. LEAVE PROVISIONS

6.1 ANNUAL LEAVE

- (a) An employee (other than a casual employee or an employee in the Nursing Stream) is entitled to four (4) weeks' annual leave per each year of service.
- (b) An employee (other than a casual employee) in the Nursing Stream is entitled to five (5) weeks' annual leave per each year of service.
- (c) An employee working shift work, as defined in the Agreement, shall be entitled to an additional one (1) week of annual leave for each year of service.
- (d) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- (e) Such annual leave shall be exclusive of any statutory holiday which may occur during the period of that annual leave.
- (f) The employer believes that it is important that all employees take annual leave on a regular basis to ensure employees are sufficiently rested and have the opportunity to balance work, family and recreational interests.
- (g) An employee must make an application for leave, in writing, to their immediate supervisor. The employer will not unreasonably refuse the taking of annual leave.
- (h) An employee who has accrued eight (8) or more weeks of annual leave may be directed, by the giving of no less than four (4) weeks' notice, to take a period of annual leave. An employee's accrued balance cannot be reduced below six (6) weeks by being directed to take annual leave.
- (i) Annual leave shall be paid at the employee's applicable ordinary rate of pay plus the applicable annual leave loading in accordance with clause 6.1.4.
- (j) An employee may request the payment for the whole of their annual leave to be taken, to be paid on the pay day prior to commencing leave, or alternatively to be paid each fortnight throughout the employee's period of leave.
- (k) An employee employed by the employer as at the date of commencement of this Agreement, and who was in receipt of an Annual Leave benefit under the 2013 Agreement which are more generous than this clause shall continue to receive those more beneficial entitlements. The relevant 2013 Agreement entitlements are set out in Appendix F.

6.1.2 Purchasing additional leave

- (a) An employee may elect to purchase up to two (2) weeks additional annual leave every twelve (12) months, to be taken within that twelve (12) month period.
- (b) The costs of the annual leave will be deducted from the employee's wage.
- (c) Purchased leave counts as service for all purposes.
- (d) The purchase of additional leave does not include leave loading.

6.1.3 Cashing out of Annual Leave

- (a) An employee with an accrued balance of annual leave in excess of five (5) weeks may make a request in writing to cash out any annual leave in excess of four (4) weeks.
- (b) Where an employee makes a request for annual leave to be paid out under sub clause 6.1.3(a), the minimum period requested must be one (1) week, other than in exceptional circumstances. The employer will consider such requests on a case by case basis and provide a written response to the request, either approving, amending or declining the cashing out request. The employer may, at its discretion, approve the cashing out of a lesser period of leave than that requested by the employee. The employer will not unreasonably refuse a request for cashing out of annual leave.
- (c) Where a request for cashing out is approved by the employer, the employee shall be paid for the period of approved leave at the full amount that the employee would have been paid if the employee had taken the period of leave.
- (d) Where an employee has cashed out a period of leave, their leave accrual balance shall be reduced by that period of leave cashed out.
- (e) Every application for cashing out of leave must be made separately and must be in writing.

6.1.4 Annual Leave Loading

- (a) A shift worker will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of five (5) weeks accrued annual leave per annum.
- (b) All other employees will be paid an annual leave loading of 17.5% on a maximum of four (4) weeks per annum (i.e. 14% on 5 weeks accrued annual leave).

6.2 PERSONAL LEAVE

6.2.1 Paid leave

- (a) Personal leave incorporates sick leave and carer's leave.
- (b) An employee accrues an entitlement to ten (10) days of paid personal leave for each completed year of service.
- (c) An employee may utilise personal leave for the purpose of caring for members of the employee's immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency. "Immediate family" is defined as:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the employee; and
 - (ii) a child, parent, grandparent, grandchild, or sibling of a spouse or de facto partner of the employee.
- (d) Personal leave shall be paid at the employee's applicable ordinary rate of pay.

6.2.2 Unpaid Carer's leave

- (a) An employee will be entitled to two (2) days of unpaid leave when an employee is required to provide care or support to a member of an employee's immediate family or household member who requires care or support because:
 - (i) they are sick or injured; or
 - (ii) there is an unexpected emergency in relation to that person.
- (b) Unpaid carer's leave may only be taken after an employee has exhausted other paid personal or carer's leave entitlements.

6.2.3 Medical Certificates

- (a) An employee will be required to provide a medical certificate for absences from the workplace on personal leave (paid or unpaid), including caring for members of the employee's or de facto partner's immediate family, if an employee has more than two (2) consecutive days off.
- (b) Notwithstanding clause 6.2.3(a), there are circumstances where an employee may be required to provide a medical certificate for each absence, irrespective of duration. Employee's required under clause 6.2.3(c) to provide such medical certification, will be notified by their manager of this obligation prior to the leave being taken.
- (c) An employee may be required to provide a medical certificate if an employee:
 - (i) takes a day off immediately before or after a period of annual leave or public holiday; or
 - (ii) takes a day off immediately before or after their scheduled days off (including weekends) on more than one (1) occasion in twelve (12) months; or
 - (iii) have or are being formally counselled regarding the nature, duration or overall pattern of their personal leave absences including single day absences.
- (d) The parties to this Agreement do not support the abuse of personal leave and agree to work together to assist employees to treat their personal leave responsibly.

6.3 COMPASSIONATE LEAVE

- (a) An employee is entitled to 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:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) Compassionate Leave is paid at the employee's applicable ordinary rate of pay.

- (c) A casual employee is entitled to two (2) days unpaid compassionate leave.
- (d) Reasonable additional unpaid compassionate leave may be granted where an employee has assumed significant responsibility for the arrangements to do with the ceremonies resulting from the death, or where cultural obligations necessitate a longer period of compassionate leave.
- (e) In addition to compassionate leave, an employee may elect to take annual leave, or where appropriate, personal leave.
- (f) An employee taking compassionate leave will be required to produce documentary evidence of the associated death, serious illness or injury of the immediate family or household member. Documents providing satisfactory evidence will outline the relationship of the employee to the deceased or seriously ill person and will include:
 - (i) a death notice or certificate; or
 - (ii) a medical certificate; or
 - (iii) a statutory declaration attesting to the nature of the circumstance warranting compassionate leave.

6.4 PARENTAL LEAVE

An employee is entitled to parental leave in accordance with the provisions of the National Employment Standards.

6.4.1 Paid Parental Leave

In addition to parental leave provided for in the National Employment Standards, an employee will be entitled to:

- (a) As the primary carer:
 - (i) ten (10) weeks paid parental leave, at the employee's ordinary rate of pay; and
 - (ii) up to forty-two (42) weeks unpaid parental leave.
- (b) As the secondary carer, an employee will be entitled to one (1) week's paid parental leave at the time of the birth of a child, or the placement of a child with the employee for adoption.
- (c) For a part time employee, payment for paid parental leave will be calculated on the average ordinary hours worked in the employee's last twelve (12) months' of service.
- (d) Where both carers work for the employer, the maximum paid entitlement will be eleven (11) weeks.
- (e) The primary carer shall be the person responsible for the care of the child immediately following the birth or the placement of a child. The secondary carer will be the partner of the primary carer immediately following the birth or the placement of a child.
- (f) The employer recognises the need for parents to be able to balance work and home life, particularly in the early stages of returning to work. If an employee has a child who is under school age, transition support is available through:

- (i) flexibility with work location which is convenient to home or child care, subject to availability and business requirements;
- (ii) option to work part time, subject to availability and business requirements.

6.5 CAREER BREAK

- (a) After three (3) years' continuous service, an employee may apply for a career break for up to six (6) months unpaid leave. Approval for such leave is at the discretion of the employer.
- (b) Examples of reasons for taking a career break may be as follows:
 - (i) to be the primary carer for a parent or grandparent;
 - (ii) full time care for a family member who is seriously/terminally ill;
 - (iii) overseas travel; and
 - (iv) military leave.
- (c) During a career break, entitlements such as annual leave, long service leave and personal leave will be maintained however, they will not accrue. Service will not be broken by the taking of a career break.
- (d) Upon return from a career break, an employee will be entitled to a position at the employee's previous salary level, at the same location within the same service (i.e. Residential, Community Care etc.) but not necessarily the same position.
- (e) A career break cannot be taken in conjunction with parental leave.
- (f) An employee will be required to make an application for a career break no less than six (6) weeks prior to the date on which they seek to commence the period of leave. The employer will advise on the outcome of the application no later than two (2) weeks after the application is made. These time periods may be reduced to meet special circumstances.
- (g) If an employee seeks to return from a career break earlier than their period of approved leave, they must give no less than four (4) weeks' notice, other than in exceptional circumstances. A request to return from a career break early will not be unreasonably refused.

6.6 LONG SERVICE LEAVE

- (a) An employee shall be entitled to accrue and access long service leave in accordance with the long service leave legislation applicable in the location in which the employee is based.
- (b) An employee employed as at the date of commencement of this Agreement and who was in receipt of a long service leave benefit under the 2013 Agreement which is more generous than the same provision in the State Legislation applying to the employee shall continue to receive that more beneficial entitlement. The relevant 2013 Agreement entitlements are set out in Appendix F.

6.7 PUBLIC HOLIDAYS

- (a) An employee, other than a casual employee, is entitled to be paid for being absent on public holidays prescribed by the law of the State in which the employee is based for work purposes.
- (b) A part time employee who is rostered to work on a public holiday shall be paid in accordance with sub clause 6.7(c). A part time employee, who is not rostered to work on a public holiday, but who had been rostered to work on the day of the week on which the public holiday falls, on more than seven (7) occasions in the previous thirteen (13) weeks, shall be paid an average of the hours worked on that day of the week over the last thirteen (13) weeks, as a public holiday payment.
- (c) All work performed on a prescribed public holiday and on 25 December by an employee shall be paid at double time and a half (250%) based on the ordinary rate of pay excluding shift penalties, weekend penalties and casual loading

6.8 COMMUNITY SERVICE LEAVE

Community service leave is provided for in the National Employment Standards. The National Employment Standards sets out the entitlements for community service which includes voluntary emergency management activity and jury service.

6.9 CULTURAL / CEREMONIAL LEAVE

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

6.10 DOMESTIC OR FAMILY VIOLENCE LEAVE

6.10.1 Domestic or Family Violence

The employer is committed to ensuring that an employee who is currently experiencing domestic and/or family violence have access to timely and appropriate support in their employment that is responsive to their individual circumstances.

6.10.2 Definition of Domestic and Family Violence

- (a) Domestic and family violence is abusive and/or violent behaviour used by one person to control and dominate another person within a domestic relationship and may include physical, sexual, financial, verbal or emotional abuse.
- (b) Domestic violence may also include one person in a domestic relationship asking or getting someone else to injure, intimidate, harass or threaten the other person, or damage the other person's property.
- (c) A domestic relationship includes an immediate family member, or a person who has been, or is, 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.

6.10.3 Entitlement to Special Domestic or Family Violence Leave with Pay (SDFV Leave)

An employee who is currently experiencing domestic/family violence is entitled to apply for SDFV leave with pay in order to attend medical appointments, legal proceedings and other activities related to domestic/family violence:

- (a) The amount of paid leave provided is at the discretion of the Chief People Officer or delegate and will depend on individual circumstances. To assess a request for SDFV leave with pay from a person who is experiencing domestic/family violence consideration will be made on a case-by-case basis, having regard to:
 - (i) The stated purpose of the leave;
 - (ii) The amount of leave required; and
 - (iii) Whether the purpose and amount of leave is reasonable having regard to the employee's personal circumstances.
- (b) Paid SDFV leave under this clause can be taken as consecutive days, single days or a fraction of a day. Except in exceptional circumstances, there must be prior approval for the taking of SDFV leave with pay.
- (c) Proof of domestic and/or family violence may be required by the Chief People Officer or delegate and can be in the form of a document issued by the Police Service, a court, a doctor, district nurse, maternal and child health care nurse, a Family Violence Support Service or lawyer.

6.10.4 Entitlement to Request Adjustments to Working Arrangements

- (a) An employee who is currently experiencing domestic/family violence is entitled to request adjustments in their working arrangements, for example a transfer to an agreed safe working location, a change in phone number and/or e-mail address. These requests will be given genuine consideration having regard to the safety and needs of the employee arising from the domestic and/or family violence and operational requirements. Such requests will not be unreasonably refused.
- (b) Information disclosed by an employee in relation to domestic and/or family violence will be kept confidential except to the extent that disclosure is required or permitted by law.

6.11 REPATRIATION LEAVE

- (a) An employee who is ex-service personnel (Australian Army, Navy or Airforce) may be granted special leave with pay, in one or more periods to a maximum of 7 days in any calendar year, for any of the following purposes in connection with an accepted war-caused disability or in connection with an application to the relevant Federal Government Department for a disability to be so accepted:
 - (i) to attend a hospital or other medical facility for assessment or treatment; or
 - (ii) to attend a medically related service provider in relation to the disability.

- (b) An employee seeking to utilise the repatriation leave shall provide the employer, on request, with documentary evidence as to the attendance at any of the above.
- (c) Special leave granted as repatriation leave is not deducted from any accrued leave entitlement, such as personal or annual leave. The entitlement to repatriation leave does not accumulate from year to year.

PART 7. OTHER MATTERS

7.1 WORKPLACE HEALTH & SAFETY

- (a) The parties to this Agreement accept that they have a joint responsibility to maximise safe working conditions and to minimise safety hazards. Every employee has a responsibility to work safely and to report any potential safety hazards to management. The employer will ensure that the working environment is as safe as possible, including reviewing its safety policies and procedures.
- (b) The employer will take account of their duty of care for workplace health and safety and quality of care for customers.

7.2 ANTI-DISCRIMINATION

- (a) It is the intention of the parties to this Agreement to achieve the principal object of the Fair Work Act by helping to prevent and eliminate discrimination on the basis of sex, marital status, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity, and association with, or relation to, a person identified on the basis of any of the above attributes.
- (b) Accordingly, in fulfilling their obligations under the dispute avoidance procedure (clause 7.7), the parties to the Agreement must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

7.3 EMPLOYEE DEVELOPMENT

- (a) Effective professional development balances individual and organisational needs. The employer is committed to providing employee development that enhances career opportunities, supports ongoing professional development and education and optimises the quality of working life, while improving workplace productivity.
- (b) The employer believes the outcome of training and education programs is to provide a skilled and competent workforce for our clients. An employee's commitment to perform work they are skilled and trained for is essential to this agreement.
- (c) The employer provides various in-service training during working hours, including orientation. An employee will be expected to attend training during work hours.
- (d) On commencement of employment, an employee may be required to attend Induction / Orientation training.
- (e) An employee must attend all training deemed mandatory under legislation.

7.4 WORKPLACE HEALTH & SAFETY

- (a) The parties to this Agreement accept that they have a joint responsibility to maximise safe working conditions and to minimise safety hazards. Every employee has a responsibility to work safely and to report any potential safety hazards to management. The employer will continue to review its safety policies and procedures to ensure that the working environment is as safe as possible.

- (b) The employer will take account of their duty care for workplace health and safety and quality of care for customers.

7.5 STAND DOWN

Following the employer endeavouring to take all reasonable steps to maintain continuity of work, the employer shall have the right to deduct payment for any day or part of any day an employee cannot be usefully employed due to any cause for which the employer cannot be reasonably held responsible.

7.6 SHUT DOWN

- (a) The employer may notify of a shut down of all or part of the business.
- (b) If the employer notifies staff of a shut down of all or part of their business, an employee may be directed to take annual leave during the period of the shut down.
- (c) If an employee does not have sufficient paid annual leave to cover a period of shut down, the employee may access other types of leave such as unpaid leave or long service leave. Access to long service leave will only be available to an employee who would otherwise be able to take their long service leave.

7.7 DISPUTE AVOIDANCE PROCEDURE

- (a) If a dispute relates to:
 - (i) a matter arising under the Agreement; or
 - (ii) the National Employment Standards;
 - (iii) this clause sets out procedures to settle the dispute.
- (b) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (e) The Fair Work Commission may deal with the dispute in 2 stages:
 - (i) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - arbitrate the dispute; and
 - make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- (f) While the parties are trying to resolve the dispute using the procedures in this clause:
- (i) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - the work is not safe; or
 - applicable occupational health and safety legislation would not permit the work to be performed; or
 - the work is not appropriate for the employee to perform; or
 - there are other reasonable grounds for the employee to refuse to comply with the direction.
- (g) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this clause.

7.8 CONSULTATION

7.8.1 This clause applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

7.8.2 Roster / Hours Change or Major Change

For a roster / hours change or a major change referred to in paragraph 7.8.1(a) above:

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) sub clauses 7.8.3 to 7.8.8 apply.

7.8.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

7.8.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

7.8.5 As soon as practicable after proposing or making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

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

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

7.8.8 In this clause, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

7.8.9 In this clause "relevant employees" means the employees who may be affected by a change referred to in clause 7.8.1.

7.9 WORKLOADS

- (a) The parties to this Agreement acknowledge that employees and the employer have a responsibility to maintain a balanced workload and recognise the adverse effects of excessive workloads.

- (b) The parties further agree and acknowledge that employees and the employer should ensure that as changes or new processes are adopted, reasonable endeavour is made to achieve a balanced workload for all employees.
- (c) In order to address workload matters, the following process should be implemented:
 - (i) An employee who has a serious concern regarding their current workload shall identify the workload concern and in the first instance raise it with their immediate Supervisor/Manager.
 - (ii) Should the matter remain unresolved the employee should put in writing their workload concern to the next level manager. As part of the written submission the employee should provide relevant details regarding the excessive workload; identifying information that may be relevant and what actions have been undertaken to date to resolve the matter.
 - (iii) At each stage a response should be provided to the employee within five (5) business days.
 - (iv) If the matter remains unresolved the matter can be referred to the Regional Services Manager (or equivalent role) of the employer for review.
- (d) An employee can access a Workload Management Form for the purposes of raising their concern with the next level manager.
- (e) Workload management will be an agenda item at site team meetings which are recommended to be held on a monthly basis. Items in relation to workloads will be recorded in the minutes of the staff meeting as well as actions to be taken to resolve the workload issue(s).

7.10 AGREEMENT FLEXIBILITY

- (a) 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:
 - (i) the Agreement deals with one (1) or more of the following matters:
 - arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances;
 - leave loading; and
 - (ii) the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
 - (iii) the arrangement is genuinely agreed to by the employer and employee.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Fair Work Act; and

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

7.11 UNION DELEGATE TRAINING LEAVE

- (a) The employer is committed to maintaining productive and co-operative relationships with the unions which represent the interests of its employees.
- (b) In recognition of the role of on site union delegates, the employer will provide two (2) days of paid training leave to a maximum of two (2) delegates for each union for each calendar year to attend training provided by their union. The leave is not cumulative year to year.
- (c) To access this training leave, the delegates must be:
 - confirmed by the relevant union as a delegate;
 - make application for the leave at least two (2) weeks prior to the day or days on which leave is sought to be taken;
 - provide details of the nature of the training to be undertaken.
- (d) The employer will approve such leave where it is operationally viable to release the employee. The employer will not unreasonably refuse such leave requests, however such leave will only be approved where the employer can provide an internal resource to cover the period of leave.
- (e) The employer will not be responsible for any costs associated with the employee attending the training including but not limited to, travel, accommodation, training fees or resources.

PART 8. SIGNATORIES

Signed for and on behalf of **RSL Care Limited**

Signature 

Name DAMIEN FINGER

Title ACTING CHIEF PEOPLE OFFICER

Address C/- LEVEL 3, 44 MUSK AVENUE

..... KELVIN GROVE QLD 4056

Date 24/12/2015

Signed for and on behalf of **The Australian Workers' Union**

Signature

Name

Title

Address

.....

Date

Signed for and on behalf of the **Queensland Nurses Union of Employees and the Australian Nursing and Midwifery Federation**

Signature ER Mohle

Name ...Beth Mohle.....

Title ...Secretary.....

Address 106 Victoria Street.....

West End Qld 4101.....

Date 24.12.2015

Witness

Signature Kevin Crank

Name Kevin Crank

Title Industrial Officer

Date 24/12/15

Signed for and on behalf of the **Health Services Union, New South Wales Branch**

Signature

Name

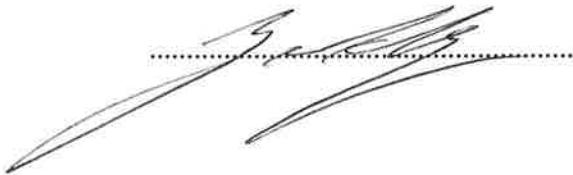
Title

Address

.....

Date

Signed for and on behalf of the HSU New South Wales Branch, as a bargaining representative, by its duly authorised officer:

A handwritten signature in black ink, appearing to read 'Gerard Hayes', written over a dotted line.

Gerard Hayes
Secretary
Health Services Union NSW Branch
Level 2, 109 Pitt Street
SYDNEY NSW 2000

A handwritten signature in blue ink, appearing to read 'Janaki', written over a dotted line.
WITNESS

Janaki Puvanarajah CPA
(9577598)
Level 2, 109 Pitt Street
SYDNEY NSW 2000

Authority to sign Agreement on behalf of employees, pursuant to a delegation, is in accordance with Rule 40 of the Rules of the Health Services Union.

Signed for and on behalf of the **New South Wales Nurses and Midwives Association and Australian Nursing and Midwifery Federation**

Signature

Name

Title

Address

.....

Date



Brett Howard Holmes
General Secretary
New South Wales Nurses and
Midwives' Association; and

Branch Secretary
Australian Nursing & Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017



WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo



Coral Vicky Levett
President
New South Wales Nurses and
Midwives' Association, and;

President
Australian Nursing & Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017



WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 34 of the Rules of the New South Wales Nurses and Midwives' Association and Rule 40 of the Rules of the Australian Nursing & Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.

Signed for and on behalf of the **Australian Municipal, Administrative, Clerical and Services Union and Together Queensland, Industrial Union of Employees**

Signature

Name

Title

Address

.....

Date

PART 9. APPENDIX A – CLASSIFICATION STRUCTURE SCOPE AND PRINCIPLES

9.1 CLASSIFICATION STRUCTURE

- (a) The classifications in this Agreement shall apply to employees of RSL Care Limited engaged in the following:
 - (i) in a residential care facility owned or operated by RSL Care Limited; or
 - (ii) in a retirement living facility owned or operated by RSL Care Limited; or
 - (iii) in a catering facility owned or operated by RSL Care Limited; or
 - (iv) in an administrative or Community Care services function;
- (b) An employee's letter of appointment will outline the name of the position and the classification they are to be appointed to.
- (c) Position descriptions will contain characteristics of the role the employee is appointed to.
- (d) The characteristics, responsibilities and qualifications outlined in the classification structure (contained in Appendix B), will be used as a guide to determine the appropriate level for an employee's position.
- (e) Position Descriptions shall be used as the primary source of classifying positions. An employee's position description shall be compared to the definitions contained in the classification structure (contained in Appendix B) to determine which classification best describes and fits the position description.
- (f) An employee working for the employer will work within the requirements of their professional registration. The employer recognises their legal duty under legislation and is not seeking to contract out of their duty of care both to customers and employees.
- (g) The pay point to which an employee will be appointed upon commencement of employment will be determined by the employee receiving credit for all previous industry experience at the relevant classification level. The employee will need to provide proof, in writing, of such relevant industry experience within four (4) weeks of commencing duty with the employer. If an employee is unable to provide the relevant proof then they shall be paid at the first pay point in the relevant classification level. Wages will continue at this pay point until such time as the proof is provided.
- (h) Movement to a higher classification shall only occur by way of promotion or reclassification.

9.2 MOVEMENT BETWEEN PAY POINTS WITHIN A CLASSIFICATION LEVEL

Progression for all classification levels for which there is more than one pay point will occur when the following criteria are met:

- (a) The employee has been on the pay point for a period of 1976 ordinary hours or maximum of two (2) years, whichever occurs first; **and**

- (b) As part of the performance management performance appraisal/evaluation process the employee has met agreed performance objectives as set following consultation between the manager and employee **and/or**
- (c) The employee has, on assessment, demonstrated superior performance in the position and in the opinion of their relevant Manager should progress to a higher pay point than required under a time based system. Manager's recommendations will be considered for approval by Human Resources.

9.3 TRANSITION PRINCIPLES FOR INTRODUCTION OF NEW CLASSIFICATION STRUCTURE

Transition will occur as part of implementation of this Agreement and will only apply to an employee employed at the commencement of this Agreement. The following translation principles will be applied to the transition:

- (a) No employee will receive a lower base rate of pay as a result of being transitioned to the new classification.
- (b) There will be no absorption, even where an employee may be considered to have been paid over the rate of pay for the role as classified. The percentage increases payable under the Agreement (ie 3%, 2.5% and 2.5%) will be applied to the current rate of pay for each employee. This excludes bridging and market allowances.
- (c) Every employee will retain the same set of tasks when their role is translated to the new classification the job title may change but not the tasks.
- (d) If an employee does not currently hold the minimum certificate qualifications (III and IV) in the new classification descriptor, they will still translate to the applicable role. The employer will subsequently make a decision on a case by case basis whether the employee needs to obtain the qualification and support them to do this or if they are deemed to have the equivalence of the qualification in experience and skills.
- (e) If an employee is identified as not holding mandatory tertiary qualifications (externally determined e.g. a University Degree) for a role, they will not be translated into a role which requires that mandatory tertiary qualification. They will however be appointed to a role as closely equivalent to their prior role and will maintain their existing pay rate. Where such employee wishes to obtain the required mandatory tertiary qualification, this may be supported by the employer on a case by case basis.
- (f) Where an employee is on a pay point (due to years of service or qualification) within the current classification they will translate to the same pay point in the new classification. Where an employee has not reached the maximum pay point on translation, they will continue to receive pay point increases (adjusted for agreement % increases under the 2015 Agreement) which would have applied under the 2013 Agreement until they reach the maximum pay point.
- (g) Where an employee holds a dual appointment (ie two separate part time roles, or two casual roles or one part time and one casual role) each job will translate separately and the person will continue to hold the same dual appointments for the same hours and on at least the same rate of pay prior to translation for each role.
- (h) Where anomalies are identified they will be resolved on a case by case basis, applying the above principles.

- (i) There will be a formal review process that an employee can utilise if they believe that they are incorrectly transitioned to the new classification system. An employee shall be entitled to be represented in the review process. The dispute resolution process will apply where the internal review process does not result in agreement on the allocation of a role to the new classification. The internal review process must be completed prior to seeking to access the dispute resolution process.

PART 10. APPENDIX B - CLASSIFICATION STRUCTURE

10.1 NURSING STREAM

Assistant in Nursing (AIN)

An employee, without registration with the Australian Health Practitioner Regulation Agency (AHPRA) or who is in training for the purpose of such registration, who is under the direct control and supervision of a Registered or Enrolled nurse and whose employment is to assist a Registered Nurse or Enrolled Nurse in the provision of nursing care to persons.

Employees at this level are required to assist in the provision of nursing care to persons which includes, but is not confined to:

- giving assistance to a customer who, because of disability, is unable to maintain their bodily needs without frequent assistance;
- carrying out tasks which are directly related to the maintenance of a customer's bodily needs where that person because of disability is unable to carry out those tasks for themselves; and/or
- assisting a registered nurse to carry out their duties.

Note: *This AIN classification applies only to those employees who, at the date of the commencement of this Agreement have a job title of AIN. RSL Care have not employed an AIN since November 2006. This classification will not be used for any other employee other than those employed in this classification as at the date of commencement of this Agreement.*

Enrolled Nurses

An Enrolled Nurse (EN) is an employee registered with AHPRA as an Enrolled Nurse.

Note: Enrolled Nurse – pay point 1 of the Nurses Award has purposely been omitted and employees who may have otherwise been classified at pay point 1 will be classified as pay point 2 in this classification structure.

Enrolled Nurse - pay point 2

An Enrolled Nurse will be appointed to pay point 2 if the Enrolled Nurse has less than 6 months experience in the provision of nursing care and/or services.

Skill indicators

An employee at this pay point works under the supervision of a Registered Nurse and only undertakes care which is delegated to them by a Registered Nurse. The employee is required to demonstrate some of the following in the performance of their work:

- a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
- an ability to relate theoretical concepts to practice; and/or
- requiring assistance in complex situations and in determining priorities.

Enrolled Nurse - pay point 3

An Enrolled Nurse will be appointed to pay point 3 where in addition to the experience, skill and knowledge requirements specified in pay point 2, the Enrolled Nurse has at least 6 months but not more than 12 months experience in the provision of nursing care and/or services.

Skill indicators

An employee at this pay point works under the supervision of a Registered Nurse and only undertakes care which is delegated to them by a Registered Nurse. The employee is required to demonstrate some of the following in the performance of their work:

- an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions;
- flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- communication and interpersonal skills to assist in meeting psycho-social needs of customers.

Enrolled Nurse - pay point 4

An Enrolled Nurse will be appointed to pay point 4 where in addition to the experience, skill and knowledge requirements specified in pay point 3, the Enrolled Nurse has not more than one further year of experience in the provision of nursing care and/or services. That is, not more than 2 years experience in total.

Skill indicators

An employee at this pay point works under the supervision of a Registered Nurse and only undertakes care which is delegated to them by a Registered Nurse. The employee is required to demonstrate some of the following in the performance of their work:

- speed and flexibility in accurate decision making;
- organisation of own workload and ability to set own priorities with minimal direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions across a broad range of customer and/or service needs; and/or
- communication and interpersonal skills to meet psycho-social needs of customers.

Enrolled Nurse - pay point 5

An Enrolled Nurse will be appointed to pay point 5 where in addition to the experience, skill and knowledge requirements specified in pay point 4, the Enrolled Nurse has more experience in the provision of nursing care and/or services. That is, more than 2 years experience in total.

Skill indicators

An employee at this pay point works under the supervision of a Registered Nurse and only undertakes care which is delegated to them by a Registered Nurse. The employee is required to demonstrate some of the following in the performance of their work:

- contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
- responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- efficiency and sound judgment in identifying situations requiring assistance from an RN.

Registered Nurses

A Registered Nurse (RN) is an employee registered with AHPRA as a Registered Nurse.

Registered Nurse - level 1 (RN1)

An RN1 performs their duties according to their level of competence and under the general guidance of, or with general access to a more competent Registered Nurse (RN) who provides work related support and direction.

An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to customers within the practice setting;
- coordinating services, including those of other disciplines or agencies, to individual customers within the practice setting;
- providing education, counselling and group work services orientated towards the promotion of health status improvement of customers within the practice setting;
- providing support, direction and education to newer or less experienced staff, including ENs;
- accepting accountability for the employee's own standards of nursing care and service delivery; and
- participating in action research and policy development within the practice setting.

Registered Nurse - level 2 (RN2)

An employee at this level may also be known as a Clinical Nurse Coordinator or Community Care Planner.

In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical Manager or any higher level classification.

Duties of an employee at this level will substantially include, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to a specific group of customers in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to RN1s and ENs;
- being responsible for planning and coordinating services relating to a particular group of customers in the practice setting, as delegated by the Clinical Manager;
- acting as a role model in the provision of holistic care to customers in the practice setting; and
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

Registered Nurse - level 3 (RN3)

An RN3 holds any other qualification required for working in the employee's particular practice setting and is appointed as such by a selection process or by reclassification from a lower level when that the employee is required to perform these duties on a continuing basis.

An employee at this level may also be known as a Clinical Nurse Manager or Clinical Nurse Consultant or otherwise defined.

In addition to the duties of an RN2, an employee at this level will perform the following duties in accordance with practice settings and customer groups:

Duties of an employee at this level will substantially include, but are not confined to:

- providing leadership and role modelling, particularly in the areas of action research and quality assurance programs;
- staff selection, management, development, education and appraisal;
- allocation and rostering of staff;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency, for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive nursing care to a specific group of customers with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of customers within a practice setting;
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services;
- occupational health;
- initiation and evaluation of research related to staff and resource management;
- being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies;
- managing financial matters, budget preparation and cost control in respect of nursing within that span of control;
- implementation and evaluation of staff education and development programs;
- implementation and evaluation of customer education programs; and
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

Registered Nurse - level 4 (RN4)

An RN4 holds any other qualification required for working in the employee's particular practice setting and is appointed as such by a selection process or by reclassification from a lower level when that the employee is required to perform these duties on a continuing basis.

An employee at this level may also be known as a Clinical Services Manager.

Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause, as determined by RSL Care. In this regard the number of beds in a facility will be a relevant consideration, such that where a facility had 100 or more beds it would be expected that the employee would initially be appointed to at least a Grade 2.

In addition to the duties of an RN3, duties of an employee at this level will substantially include, but are not confined to:

- providing leadership and role modelling, particularly in the areas of selection of staff within the employee's area of responsibility;
- provision of appropriate education programs, coordination and promotion of clinical research projects;
- participating as a member of the nursing executive team;
- contributing to the development of nursing and health policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, Clinical Managers;
- being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
- being accountable for the development, implementation and evaluation of patterns of customer care for a specified span of control;
- being accountable for clinical operational planning and decision making for a specified span of control; and
- being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control;
- coordination and promotion of nursing management research projects;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
- being accountable for the effective and efficient management of human and material resources within a specified span of control;
- being accountable for the development and coordination of nursing management systems within a specified span of control; and
- being accountable for the structural elements of quality assurance for a specified span of control;
- coordination and promotion of nurse education research projects;
- being accountable for the standards and effective coordination of education programs for a specified population;
- being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- being accountable for the management of educational resources including their financial management and budgeting control; and
- undertaking career counselling for nursing staff.

Nurse Practitioner

A Nurse Practitioner:

- is a Registered Nurse appointed to the role;
- has obtained an additional qualification relevant to the Australian Health Practitioner Regulation Agency or its successor to enable them to become licensed Nurse Practitioners.

A Nurse Practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

The Nurse Practitioner is able to assess and manage the care of customers using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a Registered Nurse in extended practice across stable, unpredictable and complex situations.

The Nurse Practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.

The scope of practice of the Nurse Practitioner is determined by the context in which:

- the Nurse Practitioner is authorised to practice. The Nurse Practitioner therefore remains accountable for the practice for which they directed; and
- the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

The Nurse Practitioner is authorised to directly refer customers to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays.

Nurse Practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

10.2 CARE SERVICES STREAM

Level 1 A

Employees engaged in Community Care shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

An employee who has less than twelve months' work experience in the industry and performs basic duties.

Employees at this level are provided with specific on-the-job training.

Employees at this level progress to Level 2 A following attainment of twelve months' work experience in the industry.

Level of Supervision/Responsibility

Work within this level is performed under limited supervision, following established routines, methods and procedures with limited scope for deviation. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

- assist with basic household cleaning (e.g. cleaning, vacuuming, dusting, washing and ironing, sweeping, defrosting refrigerators)
- assist with care of pets
- assist with care of indoor and outdoor pot plants
- identify and report changes in customers' circumstances and capacity to more senior staff members
- follow personal care plans of customers
- undertake administrative tasks associated with duties

Level 1 B

Employees, excluding those engaged in Community Care, shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience:

Employees at Level 1B require limited (if any) relevant work experience upon engagement.

Employees at this level are provided with specific on-the-job training.

No previous experience or training is required. Employees at this level learn and gain competency in basic skills required by the employer, which in many cases, would lead to progression to Level 2 following their first twelve months' of employment at this level.

Level of Supervision/Responsibility:

Work within this level is performed under limited supervision, following established routines, methods and procedures with limited scope for deviation. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

- assist with basic cleaning (e.g. spot cleaning, making beds and tidying of rooms)
- assist with care of pot plants
- identify and report changes in customers' circumstances and capacity to more senior staff members
- under the close supervision of more senior personal care service employees, follow personal care plans of customers
- undertake administrative tasks associated with duties

Level 2 A

Employees engaged in Community Care shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience:

Employees at Level 2 A shall typically perform duties at a skill level which assumes and requires knowledge, training and/or experience relevant to the duties to be performed.

Level of Supervision/Responsibility:

Work within this level is performed under limited supervision, following established routines, methods and procedures and employees are expected to exercise some initiative or judgement in the application of these routines/methods/procedures. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 1 A employee:

- under the supervision of more senior personal care service employees, follow personal care plans of customers
- identify and report changes in customers' circumstances and capacity to more senior staff members
- lay out clothes and assist in dressing
- make beds and tidy rooms
- store clothes and clean wardrobes
- assist customers with food and beverages

- accompany customers on outings
- assist customers with shopping
- organise appointments for customers
- may need to assist customers with financial transactions in accordance with relevant employer Policies and Procedures

Level 2 B

Employees, excluding those engaged in Community Care, shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience:

Employees at Level 2 B shall typically perform duties at a skill level which assumes and requires knowledge, training and/or experience relevant to the duties to be performed.

Level of Supervision/Responsibility:

Work within this level is performed under limited supervision, following established routines, methods and procedures and employees are expected to exercise some initiative or judgement in the application of these routines/methods/procedures. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 1 B employee:

- under the supervision of more senior personal care service employees and with a greater level of accountability than a Level 1 B employee, follow personal care plans of customers
- lay out clothes and assist in dressing
- store clothes and clean wardrobes
- assist customers with food and beverages

Level 3

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience:

Employees at Level 3 are required to have completed a Certificate III level qualification (e.g. Certificate III in Aged Care) or possess the knowledge, skills and experience deemed to be the equivalent by the employer.

Level of Supervision/Responsibility:

Work within this level is performed under limited supervision, following established policies, guidelines and procedures and employees are expected to exercise some initiative or judgement in the application of these routines/methods/procedures. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 2 employee:

- under supervision, provide assistance to more senior employees in attending to the personal care needs of customers, with particular emphasis on those customers requiring extra help due to specific physical problems or frailty.
- provision of manual handling to assist customers with daily tasks
- assist with the delivery of activities to enhance the physical, social, emotional and intellectual development of those in their care
- supervise daily hygiene of customers (e.g. showers or baths, shaving, cutting nails)
- assist customers with their aids (e.g. put on surgical/support stockings, tens machine)
- report changes in customers' circumstances, requiring a higher level knowledge of common health conditions, to more senior staff members in a timely and proactive manner

Level 4

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience:

A level 4 employee is required to hold a Certificate IV level qualification (e.g. Certificate IV in Aged Care).

Level of Supervision/Responsibility:

Work is usually performed under broad direction from more senior management as to work priorities and the conduct of tasks. An employee at this level is capable of functioning autonomously, and prioritising their own work and the work of others within established policies, guidelines and procedures. Employees at this level have a substantial level of accountability and responsibility.

Employees may be required to review operations to determine their effectiveness and contribute to the development of policy initiatives and business strategies.

At this level, employees will have supervisory responsibilities for employees reporting to the position, including on the job training, work allocation, rostering, guidance and performance management.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

- develop non-clinical aspect of plans in relation to customer care, as required
- undertake case management for high level Community Care support programs
- manage the quality management framework to ensure care standards are met
- coordinate the planning and implementation of care services which provides customer focussed quality care services

- contribute to the growth of the business by building business development opportunities, liaising with local networks, professionals, government departments and suppliers to promote the employer as well as remaining abreast of emerging issues
- promote a culture of service delivery that aims to improve the lifestyle experiences of customers
- participate in and contribute to the strategy formulation, business and care planning processes as pertains to area of responsibility
- resolve issues which may have a detrimental effect on achieving agreed targets/plans and customer outcomes
- ensure customer records, incidents and complaints are documented and maintained correctly and participate in any investigations as required
- supervise and support staff and/or volunteers, including competency assessment and identification of training needs.

10.3 ADMINISTRATION STREAM

Introductory

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

An employee who has less than three months' work experience in the industry and performs basic duties.

No previous experience or training is required. Employees at this level learn and gain competency in basic skills required by the employer, which in many cases, would lead to progression to Level 1 following their first three months' employment.

Level of Supervision/Responsibility

Work within this level is performed under close supervision at all times, following established routines, methods and procedures without any scope for deviation. Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

- Reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors.
- Maintenance of basic records.
- Filing, collating, photocopying, etc.
- Handling or distributing mail including messenger service.
- Recording, matching, checking and batching of accounts, invoices, orders, store requisitions, etc.
- The operation of keyboard and other allied equipment in order to achieve competency as prescribed in Level 1.
- Customer contact functions with direct supervision.

Level 1

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

Employees at Level 1 require at least 3 months' relevant work experience upon engagement.

Employees at this level are provided with specific on-the-job training.

Level of Supervision/Responsibility

Work within this level is performed under routine supervision, following established routines, methods and procedures with limited scope for deviation. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

- Reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors.
- Maintenance of basic records.
- Filing, collating, photocopying, etc.
- Handling or distributing mail including messenger service.
- Recording, matching, checking and batching of accounts, invoices, orders, store requisitions, etc.
- The operation of keyboard and other allied equipment
- Customer contact functions with direct supervision, including utilising effective questioning techniques to identify client needs and or potential revenue opportunities and transferring calls to the appropriate area.

Level 2

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

Employees at Level 2 shall typically perform duties at a skill level which assumes and requires knowledge, training and/or experience relevant to the duties to be performed.

Level of Supervision/Responsibility

Work within this level is performed under routine supervision, following established routines, methods and procedures and employees are expected to exercise some initiative or judgement in the application of these routines/methods/procedures. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 1 employee:

- Reception/switchboard duties and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation, and use of interpersonal skills are a key aspect of the position.
- Operation of computerised telephone equipment, personal computer, printing and scanning devices.
- Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, such as standard correspondence and business documents.
- Copy typing and audio typing.

- Maintenance of records and/or journals including initial processing and recording relating to the following:
 - reconciliation of accounts to balance;
 - incoming/outgoing cheques;
 - invoices;
 - debit/credit items;
 - payroll data;
 - petty cash imprest system; and
 - letters etc.
- Computer application involving use of a software package which may include one or more of the following functions:
 - create new files and records;
 - spreadsheet/worksheet;
 - graphics;
 - accounting/payroll file; and
 - following standard procedures and using existing models/fields of information.
- Arrange travel bookings and itineraries, make appointments, organise meeting rooms, including conference calls and equipment.
- Provide general advice and information on the organisation's products and services, e.g. front counter/telephone.
- Utilise common call centre technology
- Enter and retrieve data
- Customer contact functions including more specialised functions, such as sales and advice regarding products and services, non-complex customer enquiries and complaints or data collection surveys

Level 3

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

Employees at Level 3 are required to have completed a Certificate III level qualification (e.g. Certificate III in Business Administration) or possess the knowledge, skills and experience deemed to be the equivalent by the employer.

Level of Supervision/Responsibility

Work within this level is performed under routine supervision, following established policies, guidelines and procedures and employees are expected to exercise some initiative or judgement in the application of these routines/methods/procedures. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 2 employee:

- Prepare cash payment summaries, banking report and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger.

- Provide specialised advice and information on the organisation's products and services; respond to customer/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
- Provide multiple specialised services to customers (including complex sales, service advice for a range of products or services, and difficult complaint enquiries).
- Apply one or more computer software packages to either:
 - create new files and records;
 - maintain computer based records management systems;
 - identify and extract information from internal and external sources; or
 - use of advanced word processing/keyboard functions.
- Arrange travel bookings and itineraries; make appointments; screen telephone calls; respond to invitations; organise internal meetings on behalf of executive(s); establish and maintain reference lists/personal contact systems for executive(s).
- Application of specialist terminology/processes (e.g. aged care funding).

Level 4

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

Employees at Level 4 are required to have completed a Certificate III level qualification (e.g. Certificate III in Business Administration) or possess the knowledge, skills and experience deemed to be the equivalent by the employer.

Level of Supervision/Responsibility

Work within this level is performed under general supervision, with employees being able to prioritise their own work within established policies, guidelines and procedures. Employees are expected to exercise their initiative or judgement in the application of these policies/guidelines/procedures. Employees at this level are responsible for their own work with a substantial level of accountability.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 3 employee:

- Secretarial/executive support services which may include the following: maintaining executive diary; attending executive/organisational meetings and taking minutes; establishing and/or maintaining current working and personal filing systems for executive; answering executive correspondence from verbal or written instructions.
- Able to prepare financial/tax schedules, calculating costings and/or wage and salary requirements; completing personnel/payroll data for authorisation; reconciliation of accounts to balance.
- Advising on/providing information on one or more legislative or policy/procedural requirements such as superannuation entitlements.
- Customer contact functions including more specialised functions, such as assessments of customers' needs and provision of detailed and thorough assistance to customers, operation of complex computer systems, complex/difficult customer and complaints enquiries.

Level 5

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

Employees at Level 5 are required to have completed a Certificate IV level qualification (e.g. Certificate IV in Business Administration) or possess the knowledge, skills and experience deemed to be the equivalent by the employer.

Level of Supervision/Responsibility

Work within this level is performed under broad supervision, with employees being able to prioritise their own work within established policies, guidelines and procedures. Employees are expected to exercise their initiative or judgement in the application of these policies/guidelines/procedures. Employees at this level are responsible for their own work with a substantial level of accountability.

Employees at this level are required to assist in formal on-the-job training and day-to-day guidance and supervision of lower level employees and are responsible and accountable to their immediate supervisor.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 4 employee:

- Application of computer software packages including the integration of complex word processing/desktop publishing, text and data documents.
- Administer individual salary packaging arrangements, travel expenses, allowances and company transport.
- Provision of on-the-job training and day-to-day guidance and supervision of lower level employees.

Level 6

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

Employees at Level 6 are required to have completed a Certificate IV level qualification (e.g. Certificate IV in Business Administration) or possess the knowledge, skills and experience deemed to be the equivalent by the employer.

Level of Supervision/Responsibility

Work is usually performed under broad direction from more senior management as to work priorities and the conduct of tasks. An employee at this level is capable of functioning autonomously, and prioritising their own work and the work of others within established policies, guidelines and procedures. Employees at this level have a substantial level of accountability and responsibility.

Employees may be required to review operations to determine their effectiveness and contribute to the development of policy initiatives and business strategies.

At this level employees will have supervisory responsibilities for employees reporting to the position, including on the job training, work allocation, rostering, guidance and performance management.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 5 employee:

- Apply knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions.
- Provide reports for management in any or all of the following areas:
 - account/financial;
 - staffing;
 - legislative requirements; and
 - other company activities.
- Administer salary and payroll requirements of the organisation.
- Responsible for making decisions in relation to specific, complex customer enquiries, taking responsibility for the outcomes of customer contact and resolving complex situations.
- Communicate with customers on a regular basis to ensure that services meet their needs, issues are addressed in a timely manner and formal comments are dealt with professionally and efficiently.
- Provide leadership and supervision of the day-to-day activities of the staff reporting to their position, including work allocation, rostering, guidance, training and performance management.
- Responsible for ensuring that relevant quality and customer service standards of the employer are observed.

10.4 MAINTENANCE STREAM

Introductory

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

An employee who has less than three months' work experience in the industry and performs basic duties.

No previous experience or training is required. Employees at this level learn and gain competency in basic skills required by the employer, which in many cases, would lead to progression to Level 1 following their first three months' employment.

Level of Supervision/Responsibility

Work within this level is performed under close supervision at all times, following established routines, methods and procedures without any scope for deviation. Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

- Basic labouring duties associated with gardening and general maintenance activities as directed by a supervisor

Level 1

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

Employees at Level 1 require at least 3 months' relevant work experience upon engagement.

Employees at this level are provided with specific on-the-job training.

Level of Supervision/Responsibility

Work within this level is performed under limited supervision, following established routines, methods and procedures with limited scope for deviation. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

- Basic labouring duties associated with gardening and general maintenance activities including but not limited to:

- sweeping
- hosing
- garbage collection and disposal
- keeping the outside of buildings clean and tidy
- mowing lawns
- mulching
- assisting the higher level maintenance/gardening employees
- Perform all duties to a high standard of customer service
- Ensure that for work undertaken the relevant Australian Standards and Regulations are observed
- Comply with health and safety requirements relating to maintenance and gardening activities
- Attend to administrative duties and record keeping associated with tasks

Level 2

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

Employees at Level 2 shall typically perform duties at a skill level which assumes and requires knowledge, training and/or experience relevant to the duties to be performed.

Level of Supervision/Responsibility

Work within this level is performed under limited supervision, following established routines, methods and procedures and employees are expected to exercise some initiative or judgement in the application of these routines/methods/procedures. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 1 employee:

- Carry out preventative maintenance tasks such as undertaking visual inspections of building, plant and equipment to identify items that require maintenance or repairs
- Carry out corrective maintenance tasks such as replacing light bulbs, changing tap washers, water blasting, etc.
- Carry out minor repairs to buildings, plant and equipment, such as:
 - Patch and paint
 - Ceiling tile replacement
 - Small repair on floor finish
 - Adjust lock and latch
 - Clean filter
 - Minor toilet repairs
 - Irrigation repairs
 - Re-grouting tiles
- Carry out gardening activities, such as hedging, pruning, planting out gardens, fertilising, etc.
- Monitor stock levels of consumables and follow process for re-ordering where required

- Respond to maintenance issues and complaints in a timely and professional manner
- Attend to administrative duties and record keeping associated with tasks, including management of maintenance requests via the Facilities Maintenance portal.

Level 3

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

Employees at Level 3 are required to have completed a Certificate III level qualification (e.g. Certificate III in Engineering, Certificate III in Parks and Gardens) as required by the employer.

Level of Supervision/Responsibility

Work within this level is performed under limited supervision, following established policies, guidelines and procedures and employees are expected to exercise some initiative or judgement in the application of these routines/methods/procedures. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 2 employee:

- Carry out novel maintenance, repairs and/or gardening tasks such as, installing doors and associated handles/locks, minor cabinetry works such as fabrication and installation of cupboards/shelves, designing garden layouts, etc.
- Engage, induct and liaise with outside contractors providing maintenance and or gardening services
- Undertake maintenance and/or gardening activities having consideration for the costs involved
- Communicate with customers on a regular basis to ensure that maintenance and gardening services meet their needs, issues are addressed in a timely manner and formal comments are dealt with professionally and efficiently

Level 4

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

A Level 4 employee is required to have completed a Certificate IV level qualification (e.g. Certificate IV in Engineering, Certificate IV in Parks and Gardens) or possess the knowledge, skills and experience deemed to be the equivalent by the employer

Level of Supervision/Responsibility

Work within this level is performed under broad supervision, with employees being able to prioritise their own work within established policies, guidelines and procedures. Employees are expected to exercise their initiative or judgement in the application of these

policies/guidelines/procedures. Employees at this level are responsible for their own work with a substantial level of accountability.

Employees at this level may assist with the supervision of lower level employees.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 3 employee:

- Undertake periodic inspection and maintenance of buildings, plant and equipment in accordance with maintenance schedules and procedures and ensuring budget requirements are met
- Undertake the maintenance of the facility's grounds in accordance with relevant garden/landscaping schedules and procedures and ensuring budget requirements are met
- Oversee the maintenance and/or gardening services work performed by outside contractors to ensure that the required outcomes are met
- Undertake the ordering, delivery, stock control process for consumable items used in maintenance and gardening activities for area of responsibility
- Assist more senior employees in budgeting for maintenance and gardening costs in relation to area of responsibility
- Engage with relevant stakeholders regarding maintenance/gardening activities within area of responsibility
- For area of responsibility, undertake the procurement processes required, such as obtaining quotes, purchase orders, organising for invoices to be approved for payment, etc.
- Assist in coordinating and directing the work of staff performing maintenance and/or gardening duties

Level 5

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

A level 5 employee is required to hold a Certificate IV level qualification (e.g. Certificate IV in Engineering) or possess the equivalent knowledge, skills and experience deemed to be the equivalent by the employer.

Level of Supervision/Responsibility

Work is usually performed under broad direction from more senior management as to work priorities and the conduct of tasks. An employee at this level is capable of functioning autonomously, and prioritising their own work and the work of others within established policies, guidelines and procedures. Employees at this level have a substantial level of accountability and responsibility.

Employees may be required to review operations to determine their effectiveness and contribute to the development of policy initiatives and business strategies.

At this level employees will have supervisory responsibilities for employees reporting to the position, including on the job training, work allocation, rostering, guidance and performance management.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 4 employee:

- Manage the periodic inspection and maintenance of buildings, plant and equipment in accordance with maintenance schedules and procedures and ensuring budget requirements are met
- Manage the maintenance of the facility's grounds in accordance with relevant garden/landscaping schedules and procedures and ensuring budget requirements are met
- Manage the ordering, delivery, stock control process for consumable items used in maintenance and gardening activities
- Undertake budgeting for maintenance and gardening costs
- Proactively engage with relevant stakeholders regarding maintenance/gardening activities
- Undertake the procurement processes required, such as obtaining quotes, purchase orders, organising for invoices to be approved for payment, etc.
- Provide leadership and supervision of the day-to-day activities of the maintenance services staff, including work allocation, rostering, guidance, training and performance management

Level 5 A

Employees shall be classified at Level 5 A where they are classified at Level 5 and they have 4 or fewer direct reports.

Level 5 B

Employees shall be classified at Level 5 B where they are classified at Level 5 and they have 5 or more direct reports and/or are responsible for more than one site.

10.5 HOTEL SERVICES STREAM

Employees in the hotel services stream undertake their roles at aged care facilities owned or operated by the employer or at the employer's Central Catering Facility or at the Maryborough Central Production Kitchen.

Introductory

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

An employee who has less than three months' work experience in the industry and performs basic duties.

No previous experience or training is required. Employees at this level learn and gain competency in basic skills required by the employer, which in many cases, would lead to progression to Level 1 following their first three months' employment.

Level of Supervision/Responsibility

Work within this level is performed under close supervision at all times, following established routines, methods and procedures without any scope for deviation. Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

Housekeeping

- Cleaning duties as directed by a supervisor
- Laundry duties as directed by a supervisor

Food Services

- Undertake all duties in accordance with the food safety and hygiene legislation, regulations and standards, including those specifically relating to the service of food to vulnerable persons and other relevant quality and customer service standards of the employer
- Monitoring, cleaning and tidying of areas for which the employee is responsible
- General cleaning duties within a kitchen, food preparation area, cold and storerooms, including the cleaning of cooking and general utensils used in the kitchen
- General pantry duties including handling, storing and distributing a variety of goods
- Assembly and preparation of ingredients for cooking
- Assisting employees who are cooking
- Preparation of food to meet special dietary requirements
- Serving food and beverage to customers in line with their dietary profiles
- Rubbish removal
- Assisting with receipt and dispatch of food, as directed by a supervisor

Level 1

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

Employees at Level 1 require at least 3 months' relevant work experience upon engagement.

Employees at this level are provided with specific on-the-job training.

Level of Supervision/Responsibility

Work within this level is performed under limited supervision, following established routines, methods and procedures with limited scope for deviation. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

Housekeeping

- General cleaning, using industrial cleaning chemicals, vacuum cleaners, carpet extractors, polishers, cloths, mops, scrubbing brushes, commercial scrubbers or other similar products/equipment
- Cleaning duties using specialised equipment and chemicals for more specialised purposes
- Laundering, pressing/ironing and folding of items such as linen, customers' garments, cleaning/kitchen clothes, mops or garments, utilising washing, drying, extracting, pressing, folding or other industrial machines/equipment, as required
- Collection and distribution of personal effects mistakenly sent to the laundry
- Completion of necessary administration associated with duties
- Emptying bins and general removal of non-infectious and infectious items to their respective

Food Services

- Undertake all duties in accordance with the food safety and hygiene legislation, regulations and standards, including those specifically relating to the service of food to vulnerable persons and other relevant quality and customer service standards of the employer
- Monitoring, cleaning and tidying of areas for which the employee is responsible
- General cleaning duties within a kitchen, food preparation area, cold and storerooms, including the cleaning of cooking and general utensils used in the kitchen
- General pantry duties including handling, storing and distributing a variety of goods
- Assembly and preparation of ingredients for cooking
- Assisting employees who are cooking
- Preparation of food to meet special dietary requirements
- Serving food and beverage to customers in line with their dietary profiles
- Rubbish removal
- Pick, label, date and dispatch goods in accordance with orders made

- Maintain stock levels
- Ensure all food is stored at the correct areas and temperatures and are the correct temperatures prior to dispatch
- Ensure maintenance and hygiene of all food transport trolleys, containers and transport fridges
- Drive a vehicle of less than 3 ton

Level 2

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

Employees at Level 2 shall typically perform duties at a skill level which assumes and requires knowledge, training and/or experience relevant to the duties to be performed.

Level of Supervision/Responsibility

Work within this level is performed under limited supervision, following established routines, methods and procedures and employees are expected to exercise some initiative or judgement in the application of these routines/methods/procedures. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

Food Services

- Undertake all duties in accordance with the food safety and hygiene legislation, regulations and standards, including those specifically relating to the service of food to vulnerable persons and other relevant quality and customer service standards of the employer
- Preparation of ingredients for cooking
- Preparation of food items that don't require cooking, for example preparation of sandwiches and salads
- Undertake basic cooking of meals and food items, not requiring a trade level qualification
- Assist more senior level cooks and chefs in cooking a range of meals, under their general supervision
- Reheat food as required to prepare meals
- Freeze and preserve foods, where appropriate
- Portion, present and serve food
- Serving food and beverage to customers in line with their dietary profiles
- Preparation of food to meet special dietary requirements
- Drive a vehicle of less than 3 ton who is required to hold a first aid certificate

Level 3

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

Employees at Level 3 are required to have completed a Certificate III level qualification (e.g. for Food Services, Certificate III in Commercial Cookery) or possess the knowledge, skills and experience deemed to be the equivalent by the employer.

Level of Supervision/Responsibility

Work within this level is performed under limited supervision, following established policies, guidelines and procedures and employees are expected to exercise some initiative or judgement in the application of these routines/methods/procedures. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

Food Services

- Undertake all duties in accordance with the food safety and hygiene legislation, regulations and standards, including those specifically relating to the service of food to vulnerable persons and other relevant quality and customer service standards of the employer
- Preparation of ingredients for cooking
- Preparation of food items that don't require cooking, for example preparation of sandwiches and salads
- Engage in a variety of trade level activities such as cooking, baking, butchering, pastry cooking and/or setting up of an on-site kitchen
- Reheat food as required to prepare meals
- Freeze and preserve foods, where appropriate
- Portion, present and serve food
- Preparation of food to meet special dietary requirements
- Driver of vehicle 3 ton and over

Level 4

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

Employees at Level 4 in Housekeeping and Food Services employees involved in dispatch shall typically perform duties at a skill level which assumes and requires knowledge, training and/or experience relevant to the duties to be performed.

Employees at Level 4 in Food Services, except for employees involved in dispatch, are required to have completed a Certificate IV level qualification (e.g. for Food Services,

Certificate IV in Commercial Cookery) or possess the knowledge, skills and experience deemed to be the equivalent by the employer.

Level of Supervision/Responsibility

Work within this level is performed under general supervision, with employees being able to prioritise their own work within established policies, guidelines and procedures. Employees are expected to exercise their initiative or judgement in the application of these policies/guidelines/procedures. Employees at this level are responsible for their own work with a substantial level of accountability.

Housekeeping Employees and Food Services employees involved in dispatch at this level have supervisory responsibilities for employees reporting to the position, including on the job training, work allocation, rostering and guidance and performance management.

Food Services Employees at this level, except for employees involved in dispatch, are required to assist in on-the-job training and day-to-day guidance and supervision of lower level employees and are responsible and accountable to their immediate supervisor.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

Housekeeping

- Responsible for the overall cleanliness of their area of the facility and the operations of the laundry
- General cleaning, using industrial cleaning chemicals, vacuum cleaners, carpet extractors, polishers, cloths, mops, scrubbing brushes, commercial scrubbers or other similar products/equipment
- Cleaning duties using specialised equipment and chemicals for more specialised purposes
- Laundering, pressing/ironing and folding of items such as linen, customers' garments, cleaning/kitchen clothes or garments, utilising washing, drying, extracting, pressing, folding or other machines/equipment, as required
- Collection and distribution of personal effects mistakenly sent to the laundry
- Completion of necessary administration tasks associated with duties
- Responsible for stock control, including ordering supplies and receiving deliveries
- Responsible for the distribution and maintenance of cleaning and laundry consumables and materials
- Responsible for dealing with complaints and/or feedback from customers
- Responsible for work allocation and provision of guidance to other employees and may assist in performance management processes

Food Services

- Undertake all duties in accordance with the food safety and hygiene legislation, regulations and standards, including those specifically relating to the service of food to vulnerable persons and other relevant quality and customer service standards of the employer
- Responsible for the food services areas of operation to which they are assigned whilst on duty
- Preparation of ingredients for cooking
- Preparation of food items that don't require cooking, for example preparation of sandwiches and salads

- Engaged in a variety of trade level activities such as cooking, baking, butchering, pastry cooking and/or setting up of an on-site kitchen
- Reheat food as required to prepare meals
- Freeze and preserve foods, where appropriate
- Portion, present and serve food as part of set menus or by request from customers
- Preparation of food to meet special dietary requirements
- Assist with ordering and stock control
- Assist in budgeting for food and labour costs
- Assist in the supervision and training of lower level employees

Food Services employees involved in dispatch

- Responsible for the dispatch operations for the area of operations to which they are assigned
- Pick, label and dispatch goods in accordance with orders made
- Maintain stock levels
- Ensure all food is stored at the correct temperatures and are the correct temperatures prior to dispatch
- Responsible for the maintenance and hygiene of all food transport trolleys, containers and transport fridges
- Completion of necessary administration tasks associated with duties
- Responsible for dealing with complaints and/or feedback from customers
- Responsible for work allocation and provision of guidance to other employees and may assist in performance management processes

Level 4 A

Employees shall be classified at Level 4 A where they are classified at Level 4 and they have 7 or fewer direct reports whilst on duty.

Level 4 B

Employees shall be classified at Level 4 B where they are classified at Level 4 and they have 8 or more direct reports whilst on duty.

Level 5

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

A Level 5 employee is required to have completed a Certificate IV level qualification (e.g. for Food Services, Certificate IV in Commercial Cookery) or possess the knowledge, skills and experience deemed to be the equivalent by the employer.

Level of Supervision/Responsibility

Work within this level is performed under broad supervision, with employees being able to prioritise their own work within established policies, guidelines and procedures. Employees are expected to exercise their initiative or judgement in the application of these policies/guidelines/procedures. Employees at this level are responsible for their own work with a substantial level of accountability.

Employees at this level have supervisory responsibilities for employees reporting to the position, including on the job training, work allocation, rostering and guidance and performance management.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

Food Services

- Undertake all duties in accordance with the food safety and hygiene legislation, regulations and standards, including those specifically relating to the service of food to vulnerable persons and other relevant quality and customer service standards of the employer
- Responsible for the food services of the area of operation to which they are assigned
- Preparation of ingredients for cooking
- Preparation of food items that don't require cooking, for example preparation of sandwiches and salads
- Engaged in a variety of trade level activities such as cooking, baking, butchering, pastry cooking and/or setting up of an on-site kitchen
- Freeze and preserve foods, where appropriate
- Portion, present and serve food as part of set menus or by request from customers
- Preparation of food to meet special dietary requirements
- Supervising all catering services (food and delivery) during meal services
- Responsible for ordering and stock control within area of responsibility
- Responsible for budgeting for food and labour costs within area of responsibility
- Responsible for work allocation and provision of guidance to other employees and assist in recruitment and performance management processes
- Responsible for dealing with complaints and/or feedback from customers

Level 5 A

Employees shall be classified at Level 5 A where they are classified at Level 5 and they have 7 or fewer direct reports.

Level 5 B

Employees shall be classified at Level 5 B where they are classified at Level 5 and they have 8 or more direct reports.

Level 6

Employees shall be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Experience

A level 6 employee is required to hold a Certificate IV level qualification in Commercial Cookery or other relevant discipline or possess the equivalent knowledge, skills and experience deemed to be the equivalent by the employer.

Level of Supervision/Responsibility

Work is usually performed under broad direction from more senior management as to work priorities and the conduct of tasks. An employee at this level is capable of functioning

autonomously, and prioritising their own work and the work of others within established policies, guidelines and procedures. Employees at this level have a substantial level of accountability and responsibility.

Employees may be required to review operations to determine their effectiveness and contribute to the development of policy initiatives and business strategies.

At this level employees will have supervisory responsibilities for employees reporting to the position, including on the job training, work allocation, rostering, guidance and performance management.

Typical Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

Food Services

- Manage the food preparation, cooking, presentation and serving of palatable and nutritious meals and mid-meals to customers, ensuring compliance, menu, dietary and budget requirements are met
- Manage the ordering, delivery, stock control and food storage process for hotel services
- Assist more senior employees in budgeting for food and labour costs for hotel services
- Communicate with customers on a regular basis to ensure that catering services meet their needs, issues are addressed in a timely manner and formal comments are dealt with professionally and efficiently
- Provide leadership and supervision of the day-to-day activities of the hotel services staff, including work allocation, rostering, guidance, training and performance management
- Responsible for ensuring that the food safety and hygiene regulations and standards, including those specifically relating to the service of food to vulnerable persons are observed
- Responsible for ensuring that relevant quality and customer service standards of the employer are observed

Level 6 A

Employees shall be classified at Level 6 A where they are classified at Level 6 and they have 7 or fewer direct reports.

Level 6 B

Employees shall be classified at Level 6 B where they are classified at Level 6 and they have 8 or more direct reports.

10.6 ALLIED HEALTH STREAM

Employees shall be classified at a particular classification level where the principal characteristics of their employment, as determined by the employer, are identified as set out in the classification level.

Level 1 - Allied Health Assistant

An Allied Health Assistant at this level is a person employed under the supervision of an Allied Health Professional who is required to assist with therapeutic and program related activities.

An employee engaged as this level is required to hold a minimum of a Certificate III in Allied Health Assistance or other relevant qualification deemed acceptable by the employer.

Indicative tasks performed at this level include, but are not limited to:

- Preparing customers for treatment
- Assisting in customer treatment, therapeutic activities, retraining programs according to the care plan that has been prescribed by an Allied Health Professional, being aware of the background diagnosis and precautions
- Supervising activities and exercises of customers individually or in groups under the direction of the Allied Health Professional
- Providing assistance in therapy where two or more people are required for safety; assist with customer positioning/manual handling
- Reporting any change in behaviour or performance of customers
- Acting as escort to customers requiring supervision/assistance in a facility or community care environment
- Assisting with customer intake, e.g. collect referrals, enter data
- Preparing treatment space/room for next customer
- Preparing or making aids/devices for therapy under the supervision of the Allied Health Professional
- Updating and maintaining resources
- Assisting with cleaning of therapy aids and equipment ensuring all equipment is safe and functional
- Booking, confirming and re-scheduling appointments
- Collecting data for monitoring quality improvement or statistical purposes
- Assisting with ordering and/or purchasing of supplies and materials including stationary, stock and non-stock items
- Other administrative duties as required

Level 2 - Allied Health Assistant

An Allied Health Assistant at this level, in addition to the knowledge, skills and experience required of a Level 1 Allied Health Assistant will be expected to undertake a more complex multi-dimensional role, such as supporting more than one allied health discipline, working under limited supervision or exercising skills that require higher clinical skills.

An employee engaged as this level is required to hold a minimum of a Certificate IV in Allied Health Assistance or other relevant qualification deemed acceptable by the employer.

In addition to the indicative tasks performed by a Level 1 Allied Health Assistant, indicative tasks performed at this level include, but are not limited to:

- Assisting the Allied Health Professional by undertaking customer care/clinical tasks specific to one more or more disciplines within their scope of practice under the guidance of the relevant Allied Health Professional. For example:
 - Under the guidance of a Physiotherapist, prepare for and guide the customers to complete the hydrotherapy program according to prescribed treatment plan and assist the customer after the hydrotherapy session.
 - Under the guidance of an Occupational Therapist, implement self care retraining programs as prescribed by the supervising Occupational Therapist.
 - Under the guidance of a Dietician, participate in risk screening including malnutrition screening and other relevant screening programs and identify and report factors that place patients at nutritional and hydration risk.
- Assisting with the organisation of groups, prepare and conduct or co-facilitate group activities.
- Assisting in the development of customer handouts/developing education resources.
- Assisting in the sourcing and ordering of equipment and resources as delegated by the Allied Health Professional.

Level 3 - Allied Health Professional

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

Positions at level 3 are regarded as entry level Allied Health Professionals. It is also the level for the early stages of the career of a health professional, where professional supervision is required. Employees are expected to work effectively as a member of a multidisciplinary team.

Level 4 - Allied Health Professional

This level is for health professionals with a qualification below degree level who meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the employer and are an experienced professional.

An Allied Health Professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or clinical governance team when performing novel, complex, or critical tasks. Employees are expected to work effectively as a member of a multidisciplinary team.

In addition, an employee at this level:

- may be required to provide professional supervision to Allied Health Assistants;
- has demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services;
- may be actively involved in quality improvement activities or research; and
- contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.

Level 5 – Allied Health Professional

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

Positions at level 5 are regarded as entry level Allied Health Professionals. It is also the level for the early stages of the career of a health professional, where professional supervision is required. Employees are expected to work effectively as a member of a multidisciplinary team.

Level 6 - Allied Health Professional

This level is for health professionals who hold a degree or higher level qualification and are an experienced professional.

An Allied Health Professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or clinical governance team when performing novel, complex, or critical tasks. Employees are expected to work effectively as a member of a multidisciplinary team.

In addition, an employee at this level:

- may be required to provide professional supervision to Allied Health Assistants;
- has demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services;
- may be actively involved in quality improvement activities or research; and
- contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.

Level 7 - Allied Health Professional

This level is for health professionals who hold a degree or higher level qualification and possess significant experience as a professional.

An Allied Health Professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. Employees are expected to work effectively as a member of a multidisciplinary team. At this level health professionals will have additional responsibilities.

An employee at this level:

- works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;
- is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
- is performing across a number of recognised specialties within a discipline;
- may be required to provide professional supervision to less experienced health professionals and Allied Health Assistants;

- may be required to plan and implement care plans for customers with complex clinical needs;
- may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;
- may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system; and
- is responsible for providing support for the efficient, cost effective and timely delivery of services.

Level 8 - Allied Health Professional

This level is for health professionals who hold a degree or higher level qualification and possess significant experience as a professional.

An Allied Health Professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. Employees are expected to work effectively as a member of a multidisciplinary team.

In addition to the responsibilities of a Level 7 Allied Health Professional, a key focus of this level is the supervision of other health professionals, both professionally and from a general management perspective.

List of Allied Health Professionals

The following is the list of Allied Health Professionals covered by this classification structure:

- Chiropractor
- Counsellor
- Dietician
- Diversional Therapist
- Exercise Physiologist
- Masseur, Remedial
- Music Therapist
- Occupational Therapist
- Physiotherapist
- Podiatrist
- Psychologist
- Social Worker
- Speech Pathologist

PART 11. APPENDIX C – REFERENCE WAGE RATES FOR THE PURPOSES OF CLAUSE 5.1

Group	First Full pay period after the Agreement Commences	First Full pay period on, or nearest to, the 1st year anniversary of the first payment	First Full pay period on, or nearest to, the 2nd year anniversary of the first payment
G1P1	\$19.7074	\$20.2001	\$20.7051
G1P2	\$20.3557	\$20.8646	\$21.3862
G1P3	\$21.3267	\$21.8598	\$22.4063
G2P1	\$21.5716	\$22.1109	\$22.6637
G2P2	\$21.9284	\$22.4766	\$23.0385
G2P3	\$22.7378	\$23.3062	\$23.8889
G3P1	\$23.5167	\$24.1046	\$24.7072
G3P2	\$24.2457	\$24.8518	\$25.4731
G3P3	\$24.8603	\$25.4818	\$26.1188
G4P1	\$25.7778	\$26.4223	\$27.0828
G4P2	\$25.8524	\$26.4987	\$27.1612
G4P3	\$28.2860	\$28.9931	\$29.7179
G5P1	\$28.7344	\$29.4528	\$30.1891
G5P2	\$29.0724	\$29.7992	\$30.5442
G5P3	\$29.7486	\$30.4923	\$31.2546
G6P1	\$30.0187	\$30.7692	\$31.5384
G6P2	\$33.1367	\$33.9652	\$34.8143
G6P3	\$35.5102	\$36.3979	\$37.3079
G7P1	\$36.0589	\$36.9603	\$37.8843
G7P2	\$36.6859	\$37.6031	\$38.5431
G7P3	\$38.3299	\$39.2882	\$40.2704
G8P1	\$38.5881	\$39.5528	\$40.5416
G8P2	\$41.3070	\$42.3397	\$43.3982
G9P1	\$45.9585	\$47.1075	\$48.2851
G10P1	\$48.2608	\$49.4673	\$50.7040

PART 12. APPENDIX D – WAGE RATES

NURSING STREAM

Agreement Classification	First Full pay period after the Agreement Commences	First Full pay period on, or nearest to, the 1st year anniversary of the first payment	First Full pay period on, or nearest to, the 2nd year anniversary of the first payment
Assistant in Nursing			
3rd year and thereafter	\$21.3267	\$21.8598	\$22.4063
Experienced (the holder of a relevant Certificate III qualification)	\$22.7378	\$23.3062	\$23.8889
Enrolled Nurse			
Pay point 2	\$24.7200	\$25.3380	\$25.9715
Pay point 3	\$25.7778	\$26.4223	\$27.0828
Pay point 4	\$25.8524	\$26.4987	\$27.1612
Pay point 5	\$28.2860	\$28.9931	\$29.7179
Registered Nurse			
Level 1			
Pay point 1	\$29.2710	\$30.0027	\$30.7528
Pay point 2	\$30.0187	\$30.7692	\$31.5384
Pay point 3	\$33.1367	\$33.9652	\$34.8143
Pay point 4	\$35.5102	\$36.3979	\$37.3079
Level 2			
Pay point 1	\$36.8992	\$37.8217	\$38.7673
Pay point 2	\$38.5881	\$39.5528	\$40.5416
Pay point 3	\$41.3070	\$42.3397	\$43.3982
Level 3			
Pay point 1	\$43.8985	\$44.9960	\$46.1209
Pay point 2	\$44.9285	\$46.0517	\$47.2030
Pay point 3	\$45.9585	\$47.1075	\$48.2851
Level 4			
Grade 1	\$48.2608	\$49.4673	\$50.7040
Grade 2	\$49.2134	\$50.4437	\$51.7048
Grade 3	\$50.1610	\$51.4150	\$52.7004
Nurse Practitioner			
1st year	\$48.2608	\$49.4673	\$50.7040
2nd year	\$49.2134	\$50.4437	\$51.7048

CARE SERVICES STREAM

Agreement Classification	First Full pay period after the Agreement Commences	First Full pay period on, or nearest to, the 1st year anniversary of the first payment	First Full pay period on, or nearest to, the 2nd year anniversary of the first payment
Level 1 A	\$19.1683	\$19.6475	\$20.1387
Level 1 B	\$19.7142	\$20.2071	\$20.7122
Level 2 A			
Pay point 1	\$20.3116	\$20.8194	\$21.3399
Pay point 2	\$20.4558	\$20.9672	\$21.4914
Pay point 3	\$20.5485	\$21.0622	\$21.5888
Level 2 B			
Pay point 1	\$20.4970	\$21.0094	\$21.5347
Pay point 2	\$20.6515	\$21.1678	\$21.6970
Pay point 3	\$20.7545	\$21.2734	\$21.8052
Level 3			
Pay point 1	\$20.8060	\$21.3262	\$21.8593
Pay point 2	\$21.4240	\$21.9596	\$22.5086
Pay point 3	\$22.0935	\$22.6458	\$23.2120
Level 4			
Pay point 1	\$24.3080	\$24.9157	\$25.5386
Pay point 2	\$25.2350	\$25.8659	\$26.5125
Pay point 3	\$25.7500	\$26.3938	\$27.0536

ADMINISTRATION STREAM

Agreement Classification	First Full pay period after the Agreement Commences	First Full pay period on, or nearest to, the 1st year anniversary of the first payment	First Full pay period on, or nearest to, the 2nd year anniversary of the first payment
Introductory	\$18.9520	\$19.4258	\$19.9114
Level 1			
Pay point 1	\$19.7245	\$20.2176	\$20.7231
Pay point 2	\$20.1056	\$20.6082	\$21.1234
Pay point 3	\$20.4970	\$21.0094	\$21.5347
Level 2			
Pay point 1	\$20.5485	\$21.0622	\$21.5888
Pay point 2	\$20.6515	\$21.1678	\$21.6970
Pay point 3	\$20.7545	\$21.2734	\$21.8052
Level 3			
Pay point 1	\$20.8060	\$21.3262	\$21.8593
Pay point 2	\$21.1150	\$21.6429	\$22.1839
Pay point 3	\$21.4240	\$21.9596	\$22.5086
Level 4			
Pay point 1	\$21.4755	\$22.0124	\$22.5627
Pay point 2	\$22.0935	\$22.6458	\$23.2120
Pay point 3	\$22.6085	\$23.1737	\$23.7531
Level 5			
Pay point 1	\$22.6600	\$23.2265	\$23.8072
Pay point 2	\$23.3810	\$23.9655	\$24.5647
Pay point 3	\$24.1020	\$24.7046	\$25.3222
Level 6			
Pay point 1	\$24.3080	\$24.9157	\$25.5386
Pay point 2	\$25.2350	\$25.8659	\$26.5125
Pay point 3	\$25.7500	\$26.3938	\$27.0536

MAINTENANCE STREAM

Agreement Classification	First Full pay period after the Agreement Commences	First Full pay period on, or nearest to, the 1st year anniversary of the first payment	First Full pay period on, or nearest to, the 2nd year anniversary of the first payment
Introductory	\$18.9520	\$19.4258	\$19.9114
Level 1			
Pay point 1	\$19.7245	\$20.2176	\$20.7231
Pay point 2	\$20.1056	\$20.6082	\$21.1234
Pay point 3	\$20.4970	\$21.0094	\$21.5347
Level 2			
Pay point 1	\$20.5485	\$21.0622	\$21.5888
Pay point 2	\$20.6515	\$21.1678	\$21.6970
Pay point 3	\$20.7545	\$21.2734	\$21.8052
Level 3			
Pay point 1	\$20.8060	\$21.3262	\$21.8593
Pay point 2	\$21.1150	\$21.6429	\$22.1839
Pay point 3	\$21.4240	\$21.9596	\$22.5086
Level 4			
Pay point 1	\$22.6600	\$23.2265	\$23.8072
Pay point 2	\$23.3810	\$23.9655	\$24.5647
Pay point 3	\$24.1020	\$24.7046	\$25.3222
Level 5			
A			
Pay point 1	\$24.3080	\$24.9157	\$25.5386
Pay point 2	\$24.5655	\$25.1796	\$25.8091
Pay point 3	\$24.9260	\$25.5492	\$26.1879
B			
Pay point 1	\$25.0290	\$25.6547	\$26.2961
Pay point 2	\$25.3895	\$26.0242	\$26.6748
Pay point 3	\$25.7500	\$26.3938	\$27.0536

HOTEL SERVICES STREAM

Agreement Classification	First Full pay period after the Agreement Commences	First Full pay period on, or nearest to, the 1st year anniversary of the first payment	First Full pay period on , or nearest to, the 2nd year anniversary of the first payment
Introductory	\$18.9520	\$19.4258	\$19.9114
Level 1			
Pay Point 1	\$19.7245	\$20.2176	\$20.7231
Pay Point 2	\$20.1056	\$20.6082	\$21.1234
Pay Point 3	\$20.4970	\$21.0094	\$21.5347
Level 2			
Pay Point 1	\$20.5485	\$21.0622	\$21.5888
Pay Point 2	\$20.6515	\$21.1678	\$21.6970
Pay Point 3	\$20.7545	\$21.2734	\$21.8052
Level 3			
Pay Point 1	\$20.8060	\$21.3262	\$21.8593
Pay Point 2	\$21.1150	\$21.6429	\$22.1839
Pay Point 3	\$21.4240	\$21.9596	\$22.5086
Level 4			
A			
Pay Point 1	\$22.2171	\$22.7725	\$23.3418
Pay Point 2	\$22.3098	\$22.8675	\$23.4392
Pay Point 3	\$22.4025	\$22.9626	\$23.5366
B			
Pay Point 1	\$22.4334	\$22.9942	\$23.5691
Pay Point 2	\$22.5158	\$23.0787	\$23.6557
Pay Point 3	\$22.6085	\$23.1737	\$23.7531
Level 5			
A			
Pay Point 1	\$23.3810	\$23.9655	\$24.5647
Pay Point 2	\$23.5046	\$24.0922	\$24.6945
Pay Point 3	\$23.6385	\$24.2295	\$24.8352
B			
Pay Point 1	\$23.6900	\$24.2823	\$24.8893
Pay Point 2	\$23.8960	\$24.4934	\$25.1057
Pay Point 3	\$24.1020	\$24.7046	\$25.3222
Level 6			
A			
Pay Point 1	\$24.3080	\$24.9157	\$25.5386
Pay Point 2	\$24.5655	\$25.1796	\$25.8091
Pay Point 3	\$24.9260	\$25.5492	\$26.1879
B			
Pay Point 1	\$25.0290	\$25.6547	\$26.2961
Pay Point 2	\$25.3895	\$26.0242	\$26.6748
Pay Point 3	\$25.7500	\$26.3938	\$27.0536

ALLIED HEALTH STREAM

Agreement Classification	First Full pay period after the Agreement Commences	First Full pay period on, or nearest to, the 1st year anniversary of the first payment	First Full pay period on, or nearest to, the 2nd year anniversary of the first payment
Allied Health Assistant			
Level 1			
Pay point 1	\$20.8060	\$21.3262	\$21.8593
Pay point 2	\$21.6815	\$22.2235	\$22.7791
Pay point 3	\$22.5570	\$23.1209	\$23.6989
Level 2			
Pay point 1	\$22.6600	\$23.2265	\$23.8072
Pay point 2	\$23.2780	\$23.8600	\$24.4564
Pay point 3	\$23.7930	\$24.3878	\$24.9975
Allied Health Professional			
Level 3			
Pay point 1	\$24.3080	\$24.9157	\$25.5386
Pay point 2	\$24.8230	\$25.4436	\$26.0797
Pay point 3	\$25.3380	\$25.9715	\$26.6207
Pay point 4	\$25.8530	\$26.4993	\$27.1618
Pay point 5	\$26.6770	\$27.3439	\$28.0275
Pay point 6	\$27.6040	\$28.2941	\$29.0015
Level 4			
Pay point 1	\$27.8100	\$28.5053	\$29.2179
Pay point 2	\$28.7370	\$29.4554	\$30.1918
Pay point 3	\$29.8700	\$30.6168	\$31.3822
Pay point 4	\$31.0030	\$31.7781	\$32.5725
Level 5			
Pay point 1	\$31.1060	\$31.8837	\$32.6807
Pay point 2	\$33.1367	\$33.9652	\$34.8143
Pay point 3	\$35.5102	\$36.3979	\$37.3079
Level 6			
Pay point 1	\$36.0589	\$36.9603	\$37.8843
Pay point 2	\$36.6859	\$37.6031	\$38.5431
Pay point 3	\$38.3299	\$39.2882	\$40.2704
Level 7			
Pay point 1	\$38.5881	\$39.5528	\$40.5416
Pay point 2	\$41.3070	\$42.3397	\$43.3982
Level 8			
Pay point 1	\$45.9585	\$47.1075	\$48.2851
Pay point 2	\$50.1610	\$51.4150	\$52.7004

PART 13. APPENDIX E - APPRENTICES

This Appendix E applies only to Cooking and Gardening Apprentices.

13.1 COOKING APPRENTICES

An employee apprenticed in the cooking trade will be paid the percentage of the Level 3 rate of the Hotel Services Stream set out in the following table:

Year of apprenticeship	% of Level 3 rate of the Hotel Services Stream for apprentices who have not completed year 12	% of Level 3 rate of the Hotel Services Stream for apprentices who have completed year 12
1st year	55	55
2nd year	65	65
3rd year	80	80
4th year	95	95

13.2 GARDENING APPRENTICES

An employee apprenticed in the gardening and landscaping trade will be paid the percentage of the Level 3 rate of the Maintenance Stream set out in the following table:

Year of apprenticeship	% of Level 3 rate of the Maintenance Stream for apprentices who have not completed year 12	% of Level 3 rate of the Maintenance Stream for apprentices who have completed year 12
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	95	95

13.3 ADULT APPRENTICES

- (a) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the minimum wage for Level 3 of the Hotel Services Stream or Maintenance Stream, or the rate prescribed by clause 13.1 or 13.2 for the relevant year of the apprenticeship, whichever is the greater.
- (b) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest relevant adult classification in Appendix C or Appendix D or the rate prescribed by the relevant apprenticeship clause 13.1 or 13.2 for the relevant year of the apprenticeship, whichever is the greater.
- (c) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six (6) months as a full time employee or twelve (12) months as a part time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of

fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in Appendix C or Appendix D in which the adult apprentice was engaged immediately prior to entering into the training agreement.

13.4 APPRENTICE CONDITIONS OF EMPLOYMENT

- (a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this Agreement apply to apprentices.
- (b) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the Employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the Employer and the apprentice.
- (c) For the purposes of clause 13.4(b) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (d) The amount payable by the Employer under clause 13.4(b) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or the Employer has advised them in writing of the availability of such assistance.
- (e) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the Employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (f) The Employer may meet its obligations under clause 13.4(e) by paying any fees and/or cost of textbooks directly to the RTO.
- (g) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (h) Time spent by an apprentice in attending any training and/or 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 apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Clause 13.5.

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- (i) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

13.5 SCHOOL-BASED APPRENTICES

- (a) This clause applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.
- (b) A school-based apprenticeship may be undertaken in the trades covered by this Agreement under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- (c) The relevant minimum wages for full time junior and adult apprentices provided for in this Agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (d) For the purposes of clause (c), where an apprentice is a full time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- (e) A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full time apprentice.
- (f) For the purposes of this clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- (g) The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six (6) years.
- (h) School-based apprentices progress through the relevant wage scale at the rate of twelve (12) months progression for each two years of employment as an apprentice or at the rate of competency-based progression, if provided for in this Agreement.
- (i) The apprentice wage scales are based on a standard full time apprenticeship of four (4) years (unless the apprenticeship is of three years duration) or stages of competency based progression, if provided for in this Agreement. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- (j) If an apprentice converts from school-based to full time, the successful completion of competencies (if provided for in this Agreement) and all time spent as a full time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- (k) School-based apprentices are entitled pro rata to all of the other conditions in this Agreement.

PART 14. APPENDIX F - PROTECTED CONDITIONS FOR EMPLOYEES EMPLOYED PRIOR TO THE COMMENCEMENT OF THE 2015 AGREEMENT (2013 AGREEMENT ENTITLEMENTS)

Note – The following clause numbering is referenced from the RSL Care Enterprise Agreement 2013

6.1 ANNUAL LEAVE

- (a) All employees (other than casual) are entitled to five (5) weeks annual leave, per each completed year of service with RSL Care.
- (b) Employees on continuous shift work, where an employee works a combination of shifts across the full twenty-four (24) hour period over seven (7) days per week, over more than (three) 3 months; are entitled to six (6) weeks annual leave for each completed year of service with RSL Care.
- (c) For periods of less than twelve (12) months completed service, entitlements shall be calculated on a pro rata basis.
- (d) Such annual leave shall be exclusive of any statutory holiday, which may occur during the period of that annual leave.
- (e) RSL Care can require employees to take annual leave by giving not less than fourteen (14) days' notice of the time when such leave is to be taken.
- (f) Accumulated annual leave hours will be credited to employees upon the completion of each four (4) week period of service with the employer.
- (g) RSL Care believes that it is important that all employees take annual leave on a regular basis to ensure employees are sufficiently rested and have the opportunity to balance work, family and recreational interests.
- (h) Employees can take annual leave at a time that is mutually agreed, taking into account the operational requirements of the workplace.
- (i) RSL Care will not unreasonably refuse the taking of annual leave.
- (j) Annual leave shall be paid at the employee's applicable ordinary rate of pay plus the applicable annual leave loading in accordance with clause 6.1.4 Annual Leave Loading.

6.1.4 Annual Leave Loading

- (a) All shift workers (who are regularly rostered to work outside 6am to 6pm Monday to Friday or as defined in 6.1(b) or employees who are regularly rostered to work on weekends) will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of five (5) weeks accrued annual leave per annum.
- (b) All other employees will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of four (4) weeks per annum (i.e. 14% on 5 weeks accrued annual leave).

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- (c) Employees may request the payment of the whole of their annual leave to be taken, to be paid on the pay day prior to commencing leave, or alternatively to be paid each fortnight throughout the employees period of leave.
 - (d) Clause 6.1.4 (a) entitlements apply from the 16 March 2011 and are not retrospective on any accruals prior to this date.

6.7 LONG SERVICE LEAVE

- (a) Employees will be entitled to long service leave accruing at the rate of one (1) week for each year of continuous service and a proportional amount for an incomplete year of service.
- (b) On completing seven (7) years continuous service, all full time employees will be entitled and encouraged to take long service leave accrued.
- (c) Part time employees accrue long service leave on a pro rata basis.
- (d) If employees have completed seven (7) years continuous service and they end employment with RSL Care, for reasons other than serious misconduct, a pro rata entitlement will be paid.
- (e) Casual employees, who are regularly employed in casual engagements, will be entitled to pro rata long service leave based on the average hours worked. If employees have a break of three (3) months or more between engagements / employment this will constitute the end of the service entitlement for the purposes of long service leave.
- (f) By agreement between the employee and RSL Care in writing, all or part of an employee's long service leave may be cashed out after seven (7) years continuous service.
- (g) RSL Care can request employees to take long service leave by giving three (3) months' notice to employees; however, RSL Care prefers employees to plan and discuss the appropriate time for the taking of such leave with the employee's Manager.
- (h) Employees can take their long service leave in whole or part however, a minimum of four (4) weeks is considered necessary to enjoy the benefit and meet the purpose for which long service leave is provided. Payment for long service leave shall be based on the ordinary rate of pay, which the employee is receiving at the date of taking leave or terminating from RSL Care.
- (i) Long Service Leave shall be paid at the employee's applicable ordinary rate of pay.
- (j) Clause (f) will not apply to employees employed in New South Wales in respect to cashing out of Long Service Leave. This is consistent with the Long Service Leave Act 1955 – NSW.

Signed for and on behalf of the **Queensland Nurses Union of Employees** and the **Australian Nursing and Midwifery Federation**

Signature ER Mohle

Name ...Beth Mohle.....

Title ...Secretary.....

Address 106 Victoria Street.....

West End Qld 4101.....

Date 24.12.2015

Witness

Signature KE Crank

Name Kevin Crank

Title Industrial Officer

Date 24/12/15

Signed for and on behalf of the **Queensland Nurses Union of Employees** and the **Australian Nursing and Midwifery Federation**

Signature ER Mohle

Name ... Beth Mohle

Title ... Secretary

Address 106 Victoria Street

West End Qld 4101

Date 24.12.2015

Witness

Signature 12. Crank

Name Kevin Crank

Title Industrial Officer

Date 24/12/15

UNDERTAKINGS
(Section 190 Fair Work Act 2009)

WHEREAS:

- A. RSL Care Limited (**Employer**) has applied to the Fair Work Commission pursuant to section 185 of the *Fair Work Act 2009* (**Act**) for approval of an enterprise agreement to be known as the *RSL Care Enterprise Agreement 2015* (**Agreement**).
- B. The Fair Work Commission has concerns that not all of the requirements of Section 186 and Section 187 of the Act have been met in relation to the Agreement but has indicated that it will accept the following undertakings pursuant to Section 190 of Act as meeting its concerns so that the Agreement may be approved.

PURSUANT to section 190 of the Act, the Employer hereby undertakes to the Fair Work Commission that:

- 1. Clause 1.8 (Ordinary Rate of Pay definition) will be replaced by the following clause:-

***“Ordinary rate of pay”** means the rate of pay set out in Appendix C or D, which is the Agreement base rate of pay. The ordinary rate of pay includes full compensation for allowances not separately provided for in this Agreement.*

- 2. Clause 2.3 (Minimum Engagement – Compulsory Meetings) will be applied in a manner that the employer shall not require an employee to attend more than 2 compulsory meetings outside of the employee's ordinary hours in any calendar year.
- 3. Clause 3.1.2(c) will be replaced by the following clause:-

(c) *On engagement, or at any review of hours under Clause 3.1.3, the employee will advise the employer of the days and times on such days that they are available to be rostered to work ordinary hours. If the employee reduces their availability to work ordinary hours on the agreed days and times, their minimum fortnightly contracted hours will be reduced by the average fortnightly ordinary hours worked by the employee during the days and times which the employee is no longer available to work in the preceding six (6) months (or lesser period if the employee has been working those minimum hours for less than six (6) months).*

- 4. Clause 3.1.4(c) will be replaced by the following clause:-

(c) *In addition to the hourly rate provided in Clause 3.1.4(b), a casual employee shall be paid an additional casual loading of 25% for each hour worked (other than public holidays). Casual loading shall always be calculated on the ordinary rate of pay as provided for in Clause 3.1.4(b) and shall not be compounded with any other loading or overtime penalty.*

- 5. Clause 3.1.6 will be replaced by the following clause:-

3.1.6 Limited Term Employee

A full time or part time employee may be engaged on a limited term basis. Where an employee is engaged on a limited term basis they shall be advised in writing of their date of commencement of employment and the latest date (maximum term) that their

employment will continue with the employer. A limited term employee shall be subject to the termination provision of this Agreement as set out in clause 3.6.

6. Clause 3.6.5 (Abandonment of Employment) of the Agreement will not be applied and therefore will have no effect.
7. Clause 4.1.6(d) will be replaced by the following clause:-

(d) *Where an employee requests a roster change and it is not operationally viable for the employer to provide those rostered hours at another time within the roster period, the employee will be required to work the original rostered hours. If the employee is unable to work the original rostered hours the employee shall forego those hours, even where that would result in the employee working less than the minimum hours for that roster period.*

DATED at BRISBANE this 9TH day of MARCH 2016

Signed for and on behalf of RSL Care Limited

D. Finger
Signature of Authorised Representative

DAMIEN FINGER
Name of Authorised Representative
(BLOCK LETTERS)

ACTING CHIEF PEOPLE OFFICER
Title of Authorised Representative

C/- 44 MUSK AVENUE, KELVINGROVE
Address of Authorised Representative

Danielle Smith
Signature of Witness

DANIELLE SMITH
Name of Witness
(BLOCK LETTERS)

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).