



Royal Freemasons' Benevolent Institution

PO Box A2019
Sydney South NSW 1235

Suite 2, Level 12
2 Park Street t
Sydney NSW 2000

Telephone: 02 8031 3200
admin@rfbi.com.au

Dear <Name>,

Application of the Royal Freemasons' Benevolent Institution Enterprise Agreement 2018 to existing employees at RFBI Benhome

The purpose of this letter is to clarify the application of the enterprise agreement covering employees at RFBI Benhome.

Currently, employees at the Benhome facility are covered by The Maitland Benevolent Society Ltd, NSWNMA and HSU NSW Enterprise Agreement 2017-2020 ('the Benhome Agreement'). This agreement has a nominal expiry date of 30 June 2020.

In May this year, employees at Benhome had the opportunity to attend an information session in relation to the terms and conditions in the proposed Royal Freemasons' Benevolent Institution Enterprise Agreement 2018 (the 'RFBI Agreement'). Employees at Benhome also had the opportunity to participate in the ballot and vote for the RFBI Agreement.

When will the RFBI Agreement apply to you?

In accordance with Section 58 of the Fair Work Act 2009, only one enterprise agreement can apply to an employee at a particular time, and employees cannot be transferred to the newer agreement (in this case the RFBI Agreement) until the nominal expiry date of the earlier agreement (in this case the Benhome Agreement) has occurred. As such, **you will continue to be employed under the terms and conditions of the Benhome Agreement until its nominal expiry date of 30 June 2020.** From 1 July 2020, you will become covered by the RFBI Agreement.

No loss of pay or conditions

As was highlighted in the information session held with Benhome employees prior to the ballot process, some terms in the Benhome Agreement are different to the terms within the RFBI Agreement. RFBI have committed that, once existing employees at the Benhome facility become covered by the RFBI Agreement they will not be disadvantaged. This letter confirms this commitment.

To be clear, where an entitlement in the Benhome Agreement is greater than the entitlement outlined in the RFBI Agreement, the employee will receive the entitlement in the Benhome Agreement. Where the entitlement in the RFBI Agreement is the same or greater, the employee will receive the entitlement outlined in the RFBI Agreement.

Further, where your wage is higher than the rate for the classification to which you are translated, you will continue to maintain the pay differential at 30 June 2020 while the RFBI Agreement is in force.

This commitment will be the subject of negotiations for the agreement to replace the RFBI Agreement.



Royal Freemasons' Benevolent Institution

PO Box A2019
Sydney South NSW 1235

Suite 2, Level 12
2 Park Street t
Sydney NSW 2000

Telephone: 02 8031 3200
admin@rfbi.com.au

Enforceable amendment to your employment contract

You are entitled to rely on this letter as an enforceable amendment to your employment contract with RFB. This amendment will be effective from 1 July 2020.

Next steps

The RFB Agreement was approved by the Fair Work Commission on 9 August 2019, however the date of approval will not impact on the contents of this letter.

Your continued employment with RFB shall be considered to be in acceptance of this variation to your contract.

Should you have any questions in relation to the contents of this letter, please contact me by email.

Regards,

Louanne Riboldi

Chief of Operations



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Royal Freemasons' Benevolent Institution
(AG2019/1955)

ROYAL FREEMASONS' BENEVOLENT INSTITUTION ENTERPRISE AGREEMENT 2018

Aged care industry

DEPUTY PRESIDENT MANSINI

MELBOURNE, 9 AUGUST 2019

Application for approval of the Royal Freemasons' Benevolent Institution Enterprise Agreement 2018.

[1] Royal Freemasons' Benevolent Institution has applied for approval of a single enterprise agreement known as the *Royal Freemasons' Benevolent Institution Enterprise Agreement 2018* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act).

[2] On 8 August 2019, the application was sought to be amended on the basis that the two employing entities to be covered by the Agreement are "single interest employers" pursuant to s.248 of the Act. In the circumstances, I am satisfied that it is appropriate to amend the application in accordance with s.586 of the Act.

[3] On the basis of the material contained in the amended application, further information provided on request of the Commission and having regard to the views of the bargaining representatives, I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[4] The Australian Nursing and Midwifery Federation - ACT, the Australian Nursing and Midwifery Federation New South Wales Branch and the Health Service Union NSW Branch being bargaining representatives for the Agreement, have respectively given notice under s.183 of the Act. In accordance with s.201(2) I note that the Agreement covers these organisations.

[5] The Agreement was approved on 9 August 2019 and, in accordance with s.54, will operate from 16 August 2019. The nominal expiry date of the Agreement is 30 June 2022.

[6] For the purposes of publication, the signature pages of the Agreement have been redacted in part, for confidentiality and as the enterprise agreement when made did not contain the redacted details.¹



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE504814 PR711174>

¹ *The Australian Workers' Union v Oji Foodservice Packaging Solutions (Aus) Pty Ltd* [2018] FWCFB 7501.

Royal Freemasons' Benevolent Institution

Enterprise Agreement

2018

Contents

PART 1 - PRELIMINARIES	4
1. INTRODUCTION.....	4
2. TITLE	4
3. PARTIES BOUND	4
4. COMMENCEMENT	4
5. EXPIRY.....	5
6. DEFINITIONS.....	5
7. COMPLETE AGREEMENT	7
8. AGREEMENT FLEXIBILITY.....	7
9. NATIONAL EMPLOYMENT STANDARDS	9
10. AVAILABILITY OF AGREEMENT	9
PART 2 – EMPLOMENT, PAY & HOURS	9
11. EMPLOYMENT	9
12. PAY AND PAYMENT	15
13. REMUNERATION PACKAGING	17
14. SUPERANNUATION	18
15. HOURS	19
16. ROSTERS.....	24
17. BREAKS	25
18. OVERTIME	26
19. PENALTY RATES	28
20. PUBLIC HOLIDAYS	29
21. ALLOWANCES.....	31
22. REIMBURSEMENT OF EXPENSES	34
23. HIGHER DUTIES	34
PART 3 - LEAVE	35
24. ANNUAL LEAVE	35
25. PERSONAL/CARER’S LEAVE AND COMPASSIONATE LEAVE	38
26. COMMUNITY SERVICE LEAVE	41
27. PARENTAL LEAVE	43
28. LONG SERVICE LEAVE	44
29. REPATRIATION LEAVE.....	48

30.	LEAVE WITHOUT PAY	48
31.	CEREMONIAL LEAVE	49
	PART 4 - OTHER PROVISIONS	50
32.	TERMINATION OF EMPLOYMENT	50
33.	CONSULTATION REGARDING MAJOR WORKPLACE CHANGE	52
34.	REDUNDANCY	54
35.	FAMILY AND DOMESTIC VIOLENCE SUPPORT	55
36.	WORKLOAD MANAGEMENT	58
37.	LABOUR FLEXIBILITY AND MIXED FUNCTIONS	59
38.	ATTENDANCE AT MEETINGS	59
39.	WORKFORCE TRAINING AND DEVELOPMENT	59
40.	CAREER DEVELOPMENT	60
41.	AMENITIES	61
42.	INSPECTION OF LOCKERS	61
43.	REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS	62
44.	DISCIPLINARY PROCEDURES	62
45.	GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES	63
46.	POSITIVE UNION RELATIONS	65
	EXECUTION PAGES:	67
	SCHEDULE A - EMPLOYMENT CLASSIFICATIONS	72
	New Entrant Employees	72
	Level 1 Employee	74
	Level 2 Employee	76
	Level 3 Employee	78
	Level 4 Employee	80
	Level 5 Employee	83
	Level 6 Employee	85
	Level 7 Employee	87
	Level 8 Employee	89
	SCHEDULE B – TRANSLATION TABLE	92
	SCHEDULE C – WAGE RATE SCHEDULE	94
	SCHEDULE D – ALLOWANCES	95
	SCHEDULE E - SUPPORTED WAGE SYSTEM	96

PART 1 - PRELIMINARIES

1. INTRODUCTION

This Agreement is made under Section 172 of the *Fair Work Act 2009*.

- (a) RFBI will take the necessary steps to seek approval of this Agreement under Section 186 of the Act.
- (b) RFBI will formally advise the Unions when the Agreement is made in order for the Unions to apply under Section 183 of the *Fair Work Act 2009* to be covered by the agreement.

2. TITLE

This Agreement shall be known as the Royal Freemasons' Benevolent Institution Enterprise Agreement 2018 and throughout is referred to as "this Agreement".

3. PARTIES BOUND

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

- (a) Royal Freemasons' Benevolent Institution and RFBI Concord Community Village hereafter known as RFBI;
- (b) Health Services Union NSW Branch;
- (c) Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch) (ABN 85 726 054 782) NSW Branch of the ANMF (ABN 41 816 898 298) located at 50 O'Dea Ave, Waterloo NSW 2017;
- (d) Australian Nursing and Midwifery Federation ACT Branch; and
- (e) all those employees of RFBI performing work within the classifications contained in this Agreement and employed in a residential aged care facility or in home care activities operated by RFBI in NSW and the ACT.

4. COMMENCEMENT

- 4.1 This Agreement will commence 7 days after the date of approval by the Fair Work Commission.
- 4.2 The classification structure stipulated in subclause 11.6 will commence from the first full pay period after the commencement of this Agreement.
 - (a) Any translation or movements between classifications will come into effect from the first full pay period after the commencement of this Agreement.
 - (b) The parties have agreed to work together to finalise the competency assessments outlined in subclause 11.6 during the life of this Agreement.

From the commencement of this Agreement until such time as the competency assessments are agreed and finalised, any new employees (or employees newly appointed to a level) who are engaged at Pay Point A, shall automatically move to Pay Point B at the completion of three (3) months service. Any existing employees who have translated to Pay Point A shall automatically move to Pay Point B three months after the date of translation. This automatic progression will no longer apply once the competency assessments are finalised and implemented.

- 4.3 RFBI will make back-payment to all employees based upon their classifications in the Royal Freemasons' Benevolent Institution Enterprise Agreement 2015.
- (a) This back-payment shall be calculated on a 2.5% increase to the hourly rate of pay as at 30 June 2018 and be applied to all hours paid from the first full pay period on or after 1 July 2018 until the commencement date of this Agreement.
 - (b) The back-payment amount shall be paid to all employees employed by RFBI during the period, including those whose employment has terminated between 1 July 2018 and the commencement date of this Agreement.
 - (c) Payment of the back-payment amount shall be made within three (3) months of the lodgement of this Agreement with FWC. The amount paid at this date shall be in accordance with paragraph 4.3(a) above, less any advance part payment made by RFBI to the employee.
- 4.4 A further pay increase is due with effect from the first full pay period on or after 1 July 2019. Should back-payment of this increase be needed (i.e. if approval is delayed) it will apply to all employees, including those whose employment has been terminated between 1 July 2019 and the commencement date of this Agreement. This back-payment shall be calculated on all hours paid from the first full pay period on or after 1 July 2019 until the commencement date of this Agreement.

5. EXPIRY

This Agreement shall have a nominal expiry date 30 June 2022. The parties agree to commence discussions regarding renegotiation at least 6 months prior to the expiry of this agreement.

6. DEFINITIONS

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

For the purposes of this Agreement:

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

AHPRA means: the Australian Health Practitioner Regulation Authority.

Board means: in reference to a Nurse, the Nursing and Midwifery Board of Australia and shall also be taken to mean AHPRA.

Day Worker means: an employee who works between 6.00am to 6.00pm Monday to Friday.

De facto partner means:

- (a) a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- (b) includes a former de facto partner of the employee.

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

Engagement means: the time between the commencement and cessation of duty. A shift, other than a broken shift, consists of one engagement broken only by tea and meal breaks. A broken shift consists of two or more engagements consistent with subclause 15.5 – Broken Shifts.

FWC means: Fair Work Commission

Immediate Family means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

NES means: the National Employment Standards as amended from time to time.

Ordinary Rate of Pay includes: the rate of pay for a period worked that does not include incentive-based payments and bonuses, loadings, monetary allowances, penalty rates or other similar separately identifiable entitlements, but does include any applicable over-agreement payments for ordinary hours of work. It does not include shift or weekend penalties.

Professional work experience means: all time worked as a Registered Nurse or Allied Health Professional before and after the commencement of this Agreement. This work experience may be within RFBI, with other aged care providers, or another workplace where the employee was responsible for directly providing clinical care or supervising, managing or training others in clinical care.

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

Rostered Day Off means: four (4) full days in each fortnight free from duty or, by agreement, two (2) full days in each week free from duty.

Shift means: either a single continuous engagement or a broken shift.

Shift Worker (including for the purposes of the additional week of annual leave under the NES) means:

- (a) an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker (as defined); and/or
- (b) an employee who works for more than four (4) ordinary hours on ten (10) or more weekends.

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

Union or Unions means:

- (a) Health Services Union NSW Branch;
- (b) Australian Nursing and Midwifery Federation, of which New South Wales is Branch (ANMF NSW). The NSWNMA is the commonly recognised reference in NSW; and
- (c) Australian Nursing Federation ACT Branch.

7. COMPLETE AGREEMENT

7.1 Other than individual agreements reached in accordance with Clause 8 - Agreement Flexibility, this Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, it represents a complete statement of the mutual rights and obligations between RFBI and its employees to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.

7.2 Notwithstanding Clause 7.1, the NES will prevail over the content of this Agreement, to the extent of any inconsistency or omission.

8. AGREEMENT FLEXIBILITY

8.1 RFBI and the employee/s covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;

- (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of RFBI and the employee in relation to one (1) or more of the matters mentioned in paragraph 8.1(a); and
 - (c) the arrangement is genuinely agreed to by RFBI and the employee.
- 8.2 RFBI must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under Section 172 of the Act; and
 - (b) are not unlawful terms under Section 194 of the Act; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 8.3 RFBI must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of RFBI and the employee; and
 - (c) is signed by RFBI and the employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 8.4 RFBI must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 RFBI or the employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if RFBI and the employee agree in writing—at any time.

9. NATIONAL EMPLOYMENT STANDARDS

- 9.1 It is the intention of this Agreement that the NES, as it may be varied from time to time, shall apply to the employees who are the subject of this Agreement. Any provisions of the NES that are also referred to or set out in this Agreement are for the convenience only of the parties.
- 9.2 Where the NES provides, or is varied to provide, a condition or entitlement that is more favourable (to the employee) in a particular respect than that set out in this Agreement, the condition or entitlement set out in this Agreement shall be overridden to the extent that it is less favourable than the NES.
- 9.3 Where after the commencement of this Agreement, the NES is varied to provide a condition or entitlement that is less favourable (to the employee) in a particular respect than that set out in this Agreement, the condition or entitlement referred to or set out in this Agreement shall apply.

10. AVAILABILITY OF AGREEMENT

- 10.1 RFBI will ensure that copies of this Agreement and the NES are available to all employees to whom they apply either on a Notice Board which is conveniently located at or near the workplace or through electronic means, whichever makes the documents more accessible.

PART 2 – EMPLOMENT, PAY & HOURS

11. EMPLOYMENT

11.1 Minimum Employment Period:

- (a) Employees (other than casual employees) will be on a period of probation for the first six (6) months of engagement for the purpose of determining the employee's suitability for ongoing employment.
- (b) At any time during the probation period, RFBI or the employee can terminate the employment by providing written notice in accordance with Clause 32 – Termination of Employment.
- (c) Employees will not be protected from unfair dismissal, where they are terminated within the probation period.

11.2 Full-time Employees

- (a) A full-time employee is an employee who is engaged as such and whose ordinary hours of work average 38 hours per week or 76 hours per fortnight.

11.3 Part-time Employees:

- (a) A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week or 76 hours per fortnight and whose hours of work

are reasonably predictable. These employees may be referred to as part-time employees.

- (b) Before commencing part-time employment, RFBI management and the employee will agree in writing the guaranteed minimum number of hours to be worked by the employee and the rostering arrangements which will apply to these hours.
- (c) Reasonable additional hours may be worked in accordance with Clause 15 - Hours.
- (d) Review of Part-time Hours: At the request of an employee, the guaranteed minimum number of hours to be worked by the employee can be reviewed annually. Where the employee is regularly working more than their guaranteed minimum number of hours, then such hours shall be adjusted by RFBI, to reflect the new guaranteed minimum number of hours. RFBI will confirm the new guaranteed minimum number of hours to the employee in writing. Employees who are currently under performance management will not be eligible to have their part-time hours reviewed.
- (e) Any agreement to adjust an individual employee's guaranteed minimum number of hours will be subject to resident occupancy levels, resident acuity levels and, in home care, client needs.
- (f) The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (i) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (ii) if the increase in hours is as a result of temporary changes to the needs of residents and/or clients.
- (g) Following any adjustment to an employee's guaranteed minimum number of hours resulting from a review identified in paragraph 11.3(d), RFBI management and the employee will agree in writing to the guaranteed minimum number of hours to be worked by the employee and the rostering arrangements which will apply to these hours.

11.4 Casual Employees:

- (a) A casual employee is one who is engaged as such on an hourly basis, and who is not engaged as a full-time or a part-time employee.
- (b) Casual Conversion
 - (i) A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks can request conversion to permanent employment:

- a. as a full-time employee where the employee has worked an average of 38 hours per week or 76 hours per fortnight of ordinary hours in the preceding 26 weeks from the date of the request; or
 - b. as a part-time employee where the employee has worked less than an average of 38 hours per week or 76 hours per fortnight and whose hours of work are reasonably predictable in the preceding 26 weeks from the date of the request. Before commencing part-time employment, RFBI management and the employee will agree in writing the guaranteed minimum number of hours to be worked by the employee and the rostering arrangements which will apply to these hours. The hours must be capable of fitting within the existing shift and rostering arrangements.
- (ii) RFBI may consent to or refuse the request if the employee is being performance managed, or if the occupancy levels of the facility or service do not justify the permanent increase in hours but shall not unreasonably withhold agreement to such a request.
 - (iii) Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.
 - (iv) The request may only be refused on reasonable grounds and after there has been consultation with the employee.
 - (v) Where RFBI refuses an employee's request to convert, RFBI will provide the employee with their reasons in writing within 21 days of the request being made.
 - (vi) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
 - (vii) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment, RFBI and the employee must discuss and record the details of the agreement in writing.
 - (viii) RFBI will advise casual employees of their right to apply for permanent employment in accordance with this clause within the first six (6) months of the employee's first engagement to perform work. Casual employees already employed at the date this Agreement commences operation are to be advised of their right to apply for permanent employment in accordance with this clause within 12 weeks of the date this Agreement commences.
 - (ix) A casual employee's right to request to convert is not affected if the employee fails to comply with the notice requirements in paragraph (viii) above.

11.5 Trainees:

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

11.6 Classification, Translation and Progression

- (a) All employees covered by this Agreement will be classified according to the structure and definitions set out in Schedule A – Classification Structure. Employees shall be advised of their classification and any changes in writing.
- (b) The classification structure has been designed to provide employees with a defined career path. RFBI is committed to developing employees and they are actively encouraged to engage in career development discussions with their managers.
- (c) **Translation to New Structure**
 - (i) Existing RFBI employees will have their positions translated to the new classification structure in accordance with Schedule B – Translation Table at the Pay Point that ensures that they are not disadvantaged. Progression from this Level will be subject to the provisions outlined in paragraph 11.6(d).
 - (ii) Where an employee's current pay rate for their classification is above that identified in the Translation Table, the employee will translate to the relevant Level in the new structure and maintain the current pay differential for the life of this Agreement for such time as they are employed in that same classification.
 - (iii) Where an employee's classification and/or pay rate is not identified in the Translation Table, the employee will translate to the relevant Level in the new structure and maintain the current pay differential for the life of this Agreement for such time as they are employed in that same classification.
- (d) **Progression through Structure**
 - (i) New employees will be appointed to a Level appropriate to their skills and experience. For Levels which have multiple Pay Points, new employees shall be appointed at Pay Point A except where, subject to senior management approval, RFBI and the employee agree the employee will be appointed at Pay Point B.
 - (ii) Employees will have the opportunity to progress from Pay Point A to Pay Point B by undergoing a competency assessment in accordance with paragraph 11.6(e). New employees must complete a minimum of three (3) months at RFBI before applying to undergo a competency assessment.
 - (iii) Once an employee has progressed to a higher pay point, they shall not be moved backwards.

- (iv) Where a vacancy exists at a higher level, employees at any pay point may apply. All appointments to a higher level will be based on merit except for employees progressing from New Entrant to Level 1, and from Level 5 to Level 6, where stated work experience criteria determine progression.
- (v) Employees who are appointed to a new level in the structure will commence at Pay Point A within that level, and progress to Pay Point B following successful completion of a competency assessment. An employee may request to undergo this assessment after three (3) months in the new position.
- (vi) If an employee does not make the request outlined in paragraph (v) above, RFBI will proactively commence the assessment process after six (6) months in the new position.

(e) **Competency Assessments**

- (i) Employees must successfully complete a competency assessment relevant to their level to progress from Pay Point A to Pay Point B.
- (ii) Upon commencing at a level, each employee will be provided with the competencies for that level and details of the professional development and/or training RFBI will provide so the employee can achieve those competencies.
- (iii) During the three (3) months prior to the employee being eligible to complete a competency assessment to progress to Pay Point B, RFBI will provide the employee with feedback on his or her progress to enable the employee to develop the necessary knowledge, skill and ability to successfully complete the assessment.
- (iv) Competencies will be:
 - a. transparent;
 - b. directly relate to the work/practice setting and essential skills required to complete tasks at the relevant classification level;
 - c. expressed and structured in a way that allows an objective clinical/practical examination of essential skills and practice; and
 - d. relevant to the employee's context and scope of work/practice.
- (v) Competency assessments are to be undertaken by a person designated by RFBI as an assessor (usually the department manager), in accordance with a competency checklist. Assessors will:
 - a. be trained as assessors by RFBI with a minimum qualification of Cert IV in Training and Assessment;

- b. base their assessment on knowledge of the employee's performance;
 - c. have specialised knowledge relevant to the employee's field (for example, an assessor of Enrolled and Registered Nurses must have relevant clinical expertise); and
 - d. be fair, transparent and impartial.
- (vi) Employees will be deemed competent based upon achieving a satisfactory result in all areas of the checklist. This will be confirmed by the General Manager.
 - (vii) Employees who are deemed not yet competent will be provided with feedback on areas for improvement and additional training where required.
 - (viii) Employees who are deemed not yet competent may reapply for assessment after three (3) months from the date of the unsuccessful assessment.
 - (ix) If RFBI does not complete a competency assessment within three (3) months of an employee requesting such assessment, the employee will be deemed competent and moved to Pay Point B within his or her Level.
 - (x) Where an employee does not agree with the outcome of a competency assessment, they may appeal the decision in accordance with Clause 45 – Grievance and Dispute Resolution Procedures.

11.7 National Police History Check

- (a) Operators of aged care services are required to ensure staff, contractors and volunteers, who have, or are reasonably likely to have access to care recipients undergo a National Police History Check, commonly known as a Police Check.
- (b) New employees will be required to have a current Police Certificate before commencing employment.
- (c) The cost of the initial Police Check will be the responsibility of the new employee.
- (d) RFBI will pay the cost of renewal of Police Checks for its employees as they fall due.
- (e) Employees who fail to provide the required documentation to allow RFBI to process a Police Check renewal may be required to take leave until such time as the documentation has been provided and a satisfactory result has been achieved. This may be annual leave or, where the employee elects, or has no accrued annual leave, leave without pay.
- (f) Where an employee returns an adverse Police Check during the course of employment, RFBI will consider whether the employee is able to fulfil the

requirements of their role, taking into consideration the requirements of the *Aged Care Act 1997* (Cth).

11.8 First Aid Certificate

- (a) RFBI requires all staff, other than Enrolled and Registered Nurses, to have a current First Aid Certificate (Provide First Aid – HLTAID003 or equivalent) within three (3) months of commencement with RFBI.
- (b) The cost of the initial First Aid Certificate will be the responsibility of the new employee.
- (c) RFBI will provide regular in-house programs at each location to facilitate the renewal of individual First Aid Certificates with an accredited provider of First Aid training at RFBI expense. This will be available to Enrolled and Registered Nurses, should the employee wish to undertake these programs.
- (d) If for whatever reason an employee whose certificate is due for renewal does not make themselves available to participate in this in-house renewal training, then it will be the employees responsibility to attend and pay for required training in their own time and own expense.
- (e) Where an employee who is required to hold a First Aid Certificate in accordance with 11.8(a) does not renew their certificate when required, they may be required to take leave until such time as the certificate has been renewed. This may be annual leave or, where the employee elects or has no accrued annual leave, leave without pay.
- (f) Enrolled Nurses and Registered Nurses are required to undertake CPR training each year. RFBI will provide this training to facilitate this renewal in accordance with the provisions of this subclause.

12. PAY AND PAYMENT

12.1 Full-Time and Part-Time Employees

- (a) Full-time and part-time employees shall be paid the hourly rate of pay set out in Schedule C to this Agreement, in accordance with the determined classification.
- (b) Full-time employees will receive entitlements as set out in this Agreement where applicable.
- (c) Part-time employees will receive entitlements as set out in this Agreement where applicable. Where the entitlement is based on full-time hours, the employee will receive the entitlement on a pro rata basis proportionate to their ordinary hours of work.

12.2 Casual Employees

- (a) The rates of pay in the appropriate employment classification for casual employees shall be the hourly rates of pay set out in Schedule C to this Agreement. In addition, a casual loading of 25% will be paid.
- (b) Where it is expressly stated in this Agreement that overtime, weekend payments and public holiday payments are to be made to casual employees, such payments shall be taken to be inclusive of and not in addition to the casual loading referred to in this paragraph 12.2(a).
- (c) For weekend and public holiday work, casual employees are entitled to the penalty rates prescribed in Clause 19 - Shift and Weekend Work and Clause 20 - Public Holidays. Such payments are taken to be inclusive of and not in addition to the casual loading referred to in paragraph 12.2(a).
- (d) A casual employee will be paid shift allowances calculated on the ordinary pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- (e) A casual employee is entitled to overtime in accordance with Clause 18 - Overtime and taken to be inclusive of, and not in addition to, the casual loading referred to in paragraph 12.2(a).
- (c) A casual employee's entitlement to long service leave is governed by the provisions of the relevant long service leave legislation in their state or territory.
- (d) Outside of long service leave all clauses relating to paid leave do not apply to casual employees.

12.3 Trainees

- (a) The rates of pay for school-based Trainees shall be in accordance with Schedule E of the *Miscellaneous Award 2010*.
- (b) Non-school based Trainees will be employed in the 'New Entrant' classification.

12.4 Payment of Wages

- (a) Wages shall be paid fortnightly.
- (b) Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution as nominated by the employee. Wages shall be deposited by RFBI in sufficient time to ensure that wages are available for withdrawal by employees by the close of business on pay day. Where the wages are not available to the employee by such time due to circumstances beyond RFBI's control, RFBI shall not be held accountable for such delay.

- (c) Where the services of an employee are terminated with due notice, all moneys owing shall be paid upon cessation of employment, but in the case of termination without due notice, within three (3) working days.
- (d) Where RFBI has overpaid an employee, RFBI shall notify the employee in writing of such overpayment and how such overpayment is made up, and may recover such amounts, with the agreement of the employee as to the amount of the overpayment and method of such recovery. This subclause authorises the use of deductions from wages for the purpose of such recovery. All such deduction from wages must be authorised in writing by the employee.

12.5 Particulars of Wages

- (a) Within one working day of pay day, RFBI shall issue each employee with a pay slip in electronic form or hardcopy which complies with the relevant provisions of the Act.
- (b) If an amount is deducted from the gross amount of the payment, the pay slip must also include the name, or the name and number, of the fund or account into which the deduction was paid.
- (c) If the employee is paid at an hourly rate of pay, the pay slip must also include:
 - (i) the rate of pay for the employee's ordinary hours (however described); and
 - (ii) the number of hours in that period for which the employee was employed at that rate; and
 - (iii) the amount of the payment made at that rate.
- (d) If RFBI is required to make superannuation contributions for the benefit of the employee, the pay slip must also include:
 - (i) the amount of each contribution that RFBI made during the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contribution was made; or
 - (ii) the amounts of contributions that RFBI is liable to make in relation to the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contributions will be made.
- (d) All increases to pay rates referred to in this Agreement will apply from the first full pay period on or after 1 July of the relevant year.

13. REMUNERATION PACKAGING

- 13.1 RFBI has Public Benevolent Institution (PBI) status and will offer all employees access to remuneration packaging.
- 13.2 All remuneration packaging arrangements will be made in accordance with RFBI's Remuneration Packaging Policy and those of the remuneration packaging company.

- 13.3 Where an employee chooses to enter into a remuneration packaging agreement, superannuation will be calculated on the pre-packaged amount.
- 13.4 Where an employee chooses to enter into a remuneration packaging agreement that results in Fringe Benefits Tax (FBT) liability being incurred, this shall be paid by the employee.
- 13.5 RFBI will ensure that the packaging company arrangements comply with taxation and other relevant laws.
- 13.6 RFBI recommends that employees who are considering remuneration packaging seek independent financial advice. RFBI shall not be held responsible in any way for the cost of outcome of such advice.

14. SUPERANNUATION

- 14.1 RFBI will make superannuation contributions into an approved Superannuation Fund nominated by the employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.
- 14.2 An 'approved fund' means:
- (a) the Health Employees' Superannuation Trust Australia (HESTA); or
 - (b) an employee's choice of superannuation fund that complies with the superannuation legislation as amended.
- 14.3 An employee will nominate one complying fund to which all statutory superannuation contributions shall be paid.
- 14.4 Should an employee fail to nominate a fund, RFBI has determined the Health Employees' Superannuation Trust Australia (HESTA) as the default fund into which contributions shall be paid under this Agreement.
- 14.5 The superannuation contributions will be paid on all ordinary time earnings (as defined by the Australian Taxation Office), which for the purpose of this Agreement includes ordinary time worked on public holidays and public holiday loadings. Superannuation contributions shall also be paid on RFBI paid parental leave.
- 14.6 Contributions:
- (a) RFBI shall make, in respect of qualified employees, superannuation contributions into an approved fund on a monthly basis.
- 14.7 Salary Sacrifice to Superannuation:
- (a) An employee can elect to sacrifice a portion of salary to superannuation. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.
 - (b) Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings

(pre-tax dollars). This will give the effect of reducing the taxable income by the amount for salary sacrifice.

- (c) RFBI will not use any amount that is salary sacrificed by an employee to count towards RFBI's obligation to pay contributions under the SG legislation.
- (d) Contributions payable by RFBI in relation to the SG legislation shall be calculated by reference to the salary that would have applied to the employee under this Agreement in the absence of any salary sacrifice.
- (e) Any additional superannuation contributions made in accordance with this clause shall be paid into the nominated superannuation fund.

15. HOURS

15.1 Reasonable Additional Hours

- (a) For full-time employees, all hours worked over an average of 76 ordinary hours per fortnight, will be deemed to be additional hours. From time to time, full-time employees may be required to work a reasonable amount of additional hours.
- (b) For part-time employees, all hours worked over their rostered hours per fortnight will be deemed to be additional hours. Part-time employees may be asked, but not required, to agree to work a reasonable number of additional hours.
- (c) An employee may refuse to work additional hours in circumstances where the working of additional hours would result in the employee working hours that are unreasonable having regards to:
 - (i) any risk to employee health and safety from working the additional hours;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) the needs of the workplace or enterprise in which the employee is employed;
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) any notice given by RFBI of any request or requirement to work the additional hours;
 - (vi) any notice given by the employee of his or her intention to refuse to work the additional hours;
 - (vii) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
 - (viii) the nature of the employee's role, and the employee's level of responsibility;

- (ix) whether the additional hours exceed an average of 38 hours per week or 76 hours per fortnight; or
- (x) any other relevant matter.

15.2 Arrangement of Hours

- (a) The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 hours per week or 76 hours per fortnight.
- (b) The hours of work prescribed in subclause (a) may be arranged as follows:
 - (i) 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than ten days in the fortnight; or
 - (ii) as otherwise agreed in writing between RFBI and the employee.
- (c) Each employee shall be entitled to rostered days off (as defined), and every effort shall be made for such rostered days off to be consecutive, unless otherwise agreed.
- (d) Except for meal breaks and the periods not worked in broken shifts (as defined), all time from the commencement to the cessation of duty shall count as working time.
- (e) RFBI will ensure there is provision for handover between Supervisory and Clinical staff at the commencement of each shift to inform of any changes to a resident's health status.

15.3 Minimum Starts

- (a) Full time employees shall receive a minimum payment of four (4) hours for each start in respect of ordinary hours of work.
- (b) Part time employees shall receive a minimum payment of three (3) hours for each start.
- (c) Casual employees shall receive a minimum payment of one (1) hour for each engagement.
- (d) Notwithstanding 15.3(b), part time employees engaged in home care shall receive a minimum payment of one (1) hour for each engagement, provided that an employee is rostered such that the total number of hours worked in a day is at least two (2) hours. This may be by working a continuous shift of two (2) hours or more, or multiple engagements where the total time paid is two (2) hours or more.
- (e) Minimum starts do not apply to hours relating to training, travel and meetings (compulsory, voluntary or disciplinary).

15.4 **Allocated Days Off (ADO)**

- (a) A full-time employee whose ordinary hours of work are arranged in accordance with paragraph 15.2(b)(i) shall be entitled to an ADO in each cycle of 28 days. The ordinary hours of work on each of those days shall be arranged to include a proportion of one (1) hour on the basis of 0.4 of one (1) hour for each eight (8) hour shift worked which shall accumulate towards the employee's allocated day off duty on pay.
- (b) A full-time employee's ADO shall be determined by mutual agreement between the employee and RFBI having regard to the needs of the place of employment or sections thereof. Such ADO shall, where practicable, be consecutive with the rostered days off. ADOs shall not be rostered on public holidays.
- (c) ADO's should be taken in the month that they fall due. Accumulation can only occur in accordance with the provisions of paragraph 15.4(d).
- (d) Where RFBI and the employee agree, up to five (5) ADO's may be accumulated and taken in conjunction with the employee's annual leave or at another agreed time. Accumulated ADO's not taken by the employee in accordance with this provision will be cashed out and paid to the employee at the next pay run.
- (e) No time towards an ADO shall accumulate during periods of workers' compensation, unpaid parental leave, long service leave, any period of unpaid leave or annual leave.
- (f) Credit towards an ADO shall continue to accumulate whilst an employee is on paid personal/carers' leave. Where an allocated day off duty falls during a period of personal/carers leave, the employee's available personal/carer's leave balance shall not be debited for that day.
- (g) Employees entitled to ADO's shall continue to accrue credits towards them in respect of each day those employees are absent on leave in accordance with Clause 20 - Public Holidays.
- (h) An employee will be paid for any accumulated ADOs, at ordinary pay, on the termination of their employment for any reason.

15.5 **Broken Shifts**

- (a) An employee may agree to work broken shifts at any time for any duration; however, an employee may be required to work broken shifts in the following circumstances:
 - (i) in home care; or
 - (ii) in an emergency; or
 - (iii) in employee absences; or

- (iv) up to and including a four (4) week continuous period for circumstances other than those covered by paragraph (i) to (iii) above.
- (b) A broken shift means a shift worked by an employee that includes more than one (1) engagement (not a continuous shift).
- (c) Payment for a broken shift shall be at ordinary pay, with penalty rates and shift allowances in accordance with Clause 19 – Shift Penalties and Clause 20 – Public Holidays, with shift allowances being determined by the commencing time of the broken shift.
- (d) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (e) An employee must receive a minimum break of ten (10) hours between broken shifts rostered on successive days.
- (f) Where a broken shift is worked, an employee shall receive an allowance equivalent to half an hour of their ordinary rate of pay per break.

For example, an employee who works three (3) one (1) hour engagements (at 9am, 1pm and 4pm) they will be paid two (2) broken shift allowances for the two (2) breaks between their starting and finishing time.

15.6 **Sleepovers**

- (a) A sleepover refers to when an employee is required, and agrees, to sleep overnight at either RFBI's or the client's premises.
- (b) The span for a sleepover will be a continuous period of eight (8) hours. The employee will be paid an allowance per rostered shift in accordance with the table in Schedule D.
- (c) In the event the employee on sleepover is required to perform work during the sleepover period, the employee will be paid for the time worked at overtime rates, with a minimum payment of one (1) hour worked per occasion.
- (d) RFBI may roster an employee to perform work immediately before and/or after the sleepover period. The minimum number of hours for this work shall be two (2) hours, and may be worked before the sleepover commences, after the sleepover concludes, or a combination of both.
- (e) Employees will be provided, with a bed in a private room, where available, and use of facilities for each night when the employee sleeps over.

15.7 **24-Hour Care**

- (a) 24-hour care shifts may only be worked by agreement.

A 24-hour care shift requires an employee to be available for duty in a client's home for a 24 hour period. During this period, the employee is required to provide the client with services specified in the care plan. RFBI will endeavour to ensure that the specified services and support in relation to the care plan does not require an employee to provide more than a total of eight (8) hours of care during the 24-hour period.

- (b) The employee engaged will be paid eight (8) hours at 175% of their ordinary rate of pay for each 24-hour period, plus weekend penalties and public holiday penalties as appropriate. The weekend penalty is based on the ordinary rate of pay.
- (c) If an employee is required to provide more than a total of eight (8) hours of care, all time worked in excess of eight (8) hours shall be paid at the applicable overtime rate.
- (e) In the event that all or some of the meals of breakfast, lunch and dinner are not provided for an employee engaged in 24-hour care, RFBI shall reimburse such reasonable amounts for same, upon proof of expenditure. Reasonable amounts will be determined based upon the ATO reasonable expenditure rates for food and drink.
- (b) The employee will have the opportunity to sleep during a 24-hour care shift and, a bed in a private room will be provided for the employee, where available and use of facilities.

15.8 Excursions

- (a) Excursions may only be worked by agreement.

An excursion requires an employee to supervise clients or residents in excursion activities involving overnight stays away from the client/resident's home. The following provisions will apply to excursions:

- (i) The employee is required to provide specified services and support in relation to the excursion care plan. RFBI will endeavour to ensure that the specified services and support in relation to the care plan does not require the employee to provide more than a total of eight (8) hours of work during each 24-hour period.
- (ii) The employee engaged will be paid eight (8) hours at 175% of their ordinary rate of pay for each 24-hour period (or part thereof), plus weekend penalties and public holiday penalties as appropriate. The weekend penalty is based on the ordinary rate of pay.
- (iii) For the purposes of calculating payment, the 24-hour period shall commence from the commencement of the shift as specified in the excursion care plan.

- (iv) If an employee is required to provide more than a total of eight (8) hours of care, all time worked in excess of eight (8) hours shall be paid at 200% of their ordinary rate of pay. Such excess hours shall be counted as overtime.
- (v) In the event that all or some of the meals of breakfast, lunch and dinner are not provided for an employee engaged on a client excursion, RFBI shall reimburse such reasonable amounts for same, upon proof of expenditure. Reasonable amounts will be determined based upon the ATO reasonable expenditure rates for food and drink.
- (vi) The employee will be provided with a bed in a private room where available and use of facilities for each night of the excursion.

16. ROSTERS

- 16.1 (a) RFBI shall publish the roster, in a place accessible to employees in either hard copy or electronically which details:
 - (i) the ordinary hours of work for each employee;
 - (ii) each sleepover; and
 - (iii) ADO's where applicable.
- (b) The roster shall be published two (2) weeks prior to the commencing date of the first working period in any roster subject to paragraph 16.1(c).
- (c) In the case of Home Care Employees, alternative means of communicating the roster and changes to the roster, such as telephone communication, direct contact, mail, email or facsimile will be accepted.
- (d) Paragraph 16.1(a) shall not make it obligatory for RFBI to publish any roster of ordinary hours of work of casual or relieving employees.
- 16.2 (a) A roster may be altered at any time, within an employee's advised availability, so as to enable the services of RFBI to be carried on where another employee is absent from duty on account of illness or in an emergency.
- (b) Where vacant shifts exist, RFBI shall, wherever possible, offer additional shifts to permanent part-time employees before they are offered to casual employees or agency staff.

16.3 Client Cancellation

- (a) Where a home care employee is rostered to provide services to a client, and those services are cancelled for a specific shift, the following will apply:
 - (i) RFBI will take all reasonable steps to notify the employee of the change in client service arrangements;

- (ii) Where a service has been cancelled or is no longer required, RFBI will use their best endeavours to find alternative work for the employee on that day and may redirect them to attend another client.
- (iii) Where the employee is advised after 5:00pm on the preceding day that the service has been cancelled or is no longer required, and RFBI cannot provide another client in accordance with the provisions of paragraph 16.3(a)(ii), then the employee will be entitled to payment equal to the rostered client engagement at their ordinary pay. These arrangements will apply to full-time, part-time and casual home care employees.
- (iv) Where the employee is advised before 5:00pm on the preceding day that the service for the next day has been cancelled or is no longer required, RFBI can redirect them to attend another client or cancel the service completely. In the event that the service is cancelled as described in this paragraph, no payment shall be made to the employee for the cancelled service.
- (v) Where a full-time or part-time employee has a service cancelled RFBI will take steps to ensure that these hours are made up within the next two weeks. Alternatively, the employee may request to take leave for these hours.

17. BREAKS

17.1 Two (2) separate ten (10) minute tea breaks (in addition to meal breaks) shall be allowed to each employee on duty during each ordinary shift of 7.6 hours or more; where less than 7.6 ordinary hours are worked employees shall be allowed one ten (10) minute tea break in each four (4) hour period. Subject to agreement between RFBI and the employee, the two (2) tea breaks may alternatively be taken as one (1) 20-minute tea break, or as one (1) ten (10) minute tea break with the employee allowed to proceed off duty ten (10) minutes before the completion of the normal shift finishing time. Such tea break(s) shall count as working time.

17.2

- (a) Employees working engagements longer than five (5) hours shall be entitled to an unpaid meal break of 30 minutes. Provided that, at the request of the employee, and with the agreement of RFBI, where engagements of six (6) hours or less duration are worked, an employee may, in lieu of a meal break either:
 - (i) finish the engagement 30 minutes earlier; or
 - (ii) work and be paid for the six (6) hours (or lesser duration).
- (b) Where a home care employee is required by RFBI to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at ordinary pay, and paragraph 17.2(a) does not apply.

- 17.3 Notwithstanding the provisions of subclause 17.2, an employee required to work in excess of ten (10) hours in an engagement shall be entitled to a 60 minute meal break. Such time shall be taken as either two (2) 30 minute meal breaks or one (1) 60 minute meal break, subject to agreement between RFBI and the employee.
- 17.4 An employee will be allowed a rest break of ten (10) hours between the completion of one ordinary shift and the commencement of another ordinary shift. This break may be reduced to eight (8) hours by mutual agreement between RFBI and the employee.
- 17.5 If, on the instruction of RFBI, an employee resumes or continues to work without having had ten (10) consecutive hours off duty (or eight (8) hours as agreed, they will be paid at the rate of double time until released from duty for such period.
- 17.5 Each shift shall consist of no more than ten (10) hours of work at ordinary time (not including unpaid breaks) provided that an employee shall not work more than seven (7) consecutive shifts unless the employee so requests and RFBI agrees. An employee will not be required to work more than one shift in each 24-hour period (calculated from the commencement of the first shift) unless both parties agree.

18. OVERTIME

- 18.1 Overtime is paid in the following circumstances:
- (a) Where a full time employee works in excess of their ordinary hours per fortnight;
 - (b) Where a part time employee:
 - (i) works in excess of ten (10) hours per shift; and/or
 - (ii) works in excess of 76 hours per fortnight; and/or
 - (iii) works additional hours on a day that means the employee has not had their rostered days off (as defined).
 - (c) Where a casual employee:
 - (i) works in excess of ten (10) hours per shift; and/or
 - (ii) works in excess of 76 hours per fortnight.
 - (d) Where an employee is deprived of part or their break between shifts as required by subclause 17.4.
- 18.2 Overtime shall be paid at the ordinary rate of pay in accordance with the following:
- (a) Monday to Saturday - Overtime shall be paid time and one half up to two (2) hours each day and thereafter double time;
 - (b) Sunday - Overtime shall be paid at double time;
 - (c) Public Holidays - Overtime shall be paid double time and one-half;

- (d) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in Clause 19 - Shift and Weekend Work and the casual loading in paragraph 12.2(a).
 - (e) Overtime penalties do not apply to Care Managers and General Managers.
- 18.3 When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least ten (10) consecutive hours off duty between the work of successive days or shifts, including overtime.
- 18.4 An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours of work on one day and the commencement of their ordinary work on the next day, that they have not had at least ten (10) consecutive hours off duty between those times, will be released after completion of such overtime, until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 18.5 If, on the instruction of RFBI, an employee resumes or continues work though having had ten (10) consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for rostered ordinary hours during the absence.
- 18.6 For the purposes of assessing overtime, each day shall stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- 18.7 **Recall to Work**
- (a) Employees (excluding casuals) who are recalled to return to work after leaving RFBI's place of work shall be paid a minimum four (4) hours for employees engaged in residential care, and minimum of two (2) hours for employees engaged in home care. These hours shall be paid at the applicable overtime rate for each time so recalled. Except in unforeseen circumstances, an employee shall not be required to work the full hours if the tasks they were recalled to perform are completed within a shorter period.
 - (i) An employee recalled to work shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.
 - (ii) Where an employee has not been provided with a vehicle by RFBI for the purposes of returning to work, and the employee agrees to use his or her own vehicle, the employee shall be paid the per kilometre allowance set out in Item 2 of Schedule D to this Agreement.
 - (b) Paragraph 18.7(a) does not apply where the employee is offered and accepts additional shifts.

- (c) It may be necessary to roster employees to provide telephone support remotely to other employees outside their regular hours. When rostered in this capacity, the employee shall be paid for work performed during the period. When work is required, employees shall be paid a minimum of one hour at the appropriate overtime rate. Where the total amount of work required exceeds one hour (whether this be in a single or multiple calls), the employee will be paid for the time worked rounded to the nearest 15 minutes at the appropriate overtime rate.
- (d) For the purposes of paragraph 18.7(c) above, telephone support does not require employees to physically return to the workplace. It requires remote support on an as-needs basis via phone or other mobile devices provided by RFBI, with email and internet access that may also be used for this service.
- (e) This subclause does not apply to General Managers and Care Managers.

19. PENALTY RATES

19.1 Shift Penalties

Employees shall be paid the following penalties, calculated on their ordinary pay, for shifts rostered as follows:

- (a) 12.5% for afternoon shift commencing at or after 12:00 pm and before 6:00 pm.
- (b) 15% for night shift commencing at or after 6:00 pm and before 4:00 am.
- (c) 10% for night shift commencing at or after 4:00 am and before 6:00 am.
- (d) The shift penalties above do not apply to Care Managers and General Managers.
- (e) In addition to applicable shift penalties casual employees will also be entitled to the casual loading calculated on their ordinary rate of pay.

19.2 Weekend Penalties

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

- (a) For work between midnight on Friday and midnight on Saturday - time and one half.
- (b) For work between midnight on Saturday and midnight on Sunday - time and three-quarters.
- (c) For home care employees only – for work between midnight on Saturday and midnight on Sunday – double time.
- (d) The weekend penalties above do not apply to Care Managers and General Managers.

These weekend penalties shall be in substitution for and not cumulative upon the shift penalties prescribed in subclause 19.1 and the casual loading at subclause 12.2.

20. PUBLIC HOLIDAYS

- 20.1 Public holidays are provided for in the NES. This clause contains additional provisions to those provided for in the NES.
- 20.2 The parties acknowledge that RFBI provide services to its residents and clients 24 hours a day 7 days a week. In acknowledging this, employees accept that in certain positions they may be required to work on a public holiday. This Agreement expressly contemplates that RFBI will require work on public holidays, or particular public holidays, and the parties acknowledge that the nature of the work performed by the employee, the type of employment (for example, whether full-time, part-time, casual or shift work) and the nature of RFBI's workplace or enterprise (including its operational requirements) will require work on public holidays, or particular public holidays.
- 20.3 Notwithstanding the statement, RFBI may request any employee who is not normally working on a public holiday to work on a particular public holiday. An employee who, without the consent of RFBI or without reasonable cause, such as personal/carers leave, is absent from work on a public holiday after agreeing to work on a public holiday, is not entitled to any payment for such public holiday.

For example: If an employee does not normally work on Friday but is requested and agrees to work on Good Friday and they do not attend for work without reasonable cause, they will not receive payment for that day.

- 20.4 The employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so. In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
- (a) the nature of RFBI's workplace as stated in subclause 20.2, and the nature of the work performed by the employee;
 - (b) the employee's personal circumstances, including family responsibilities;
 - (c) whether the employee could reasonably expect that RFBI might request work on the public holiday as outlined in subclause 20.2;
 - (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
 - (e) the type of employment of the employee (for example, whether full-time, part-time, casual or shift work);
 - (f) the amount of notice in advance of the public holiday given by RFBI when making the request;

- (g) in relation to the refusal of a request -- the amount of notice in advance of the public holiday given by RFBI when refusing the request;
- (h) any other relevant matter.

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

20.6

- (a) For the purposes of this agreement, the following shall be deemed to be public holidays:
 - (i) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day;
 - (ii) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday; and
 - (iii) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed within a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday
- (b) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of paragraph 20.6(a), then the substituted day or part-day is the public holiday.

20.7 Additional Public Holiday

- (a) Where, in accordance with paragraph 20.6(a)(iii), less than a full day is proclaimed and observed as a public holiday, within the calendar year and within the area in which the facility is situated, a full day will be observed as a public holiday between Christmas and New Year, within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year.
- (b) RFBI and employees may agree to substitute another day for a public holiday observed at paragraph 20.6(a).

20.8 An employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other penalty rates and casual loading (except broken shift allowances). Payment shall be as follows:

- (a) Full-time Employees: Time and one half for all ordinary time worked in addition to the weekly rate.

- (b) Part-time Employees: Double time and one-half for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary rate of pay.
- (c) Casual Employees: Double time and one-half the ordinary rate of pay for casuals for all time worked. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in subclause 12.2.
- (d) Casual Home Care Employees: Double time and one-half of the ordinary rate of pay for casuals for all time worked. Such payment shall be exclusive of the casual loading referred to in subclause 12.2 and therefore casual loading shall be paid on these hours.

21. ALLOWANCES

21.1 In Charge Allowance

- (a) An employee who is designated to be in charge during the day, evening or night of a residential aged care facility shall be paid in addition to his or her appropriate salary, whilst so in charge, the per shift allowance set out in Item 1 of Schedule D to this Agreement. For the purposes of this subclause, a facility is a standalone operation. Where there are two facilities operating under the same roof then this will count for the purpose of this allowance as one facility.
- (b) This subclause shall not apply to Care Managers and General Managers.

21.2 Vehicle/Travelling Allowance

- (a) An employee, other than a home care employee, sent for duty to a place other than their regular place of duty shall be paid for travelling time at the ordinary rate of pay and be reimbursed for travelling expenses (which may include fares and/or vehicle allowance in accordance with Item 2 of Schedule D).

This only applies where an employee is directed to attend a different place of work. Where employees have elected and agreed to work across multiple RFBI facilities, they will be responsible for their own travel arrangements associated with getting to and from the organisation where the hours have been accepted.

- (b) Where an employee is required to use public transport for travel on official business the employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the employee's home to the first place of work and return to home at the cessation of his or her duties.
- (c) Where an employee is required and authorised by RFBI to use their motor vehicle in the course of their duties, the employee is entitled to be reimbursed in accordance with Item 2 of Schedule D to this Agreement.

- (d) Home Care employees: Where an employee uses their motor vehicle within a continuous engagement to travel between clients, the employee is entitled to be reimbursed in accordance with Item 2 of Schedule D to this Agreement.
- (e) Home Care employees: Where an employee uses their motor vehicle on a broken shift and is required to travel to clients at different locations, the employee will be reimbursed for this travel. Reimbursement shall be based on the amount of kilometres between the two clients, paid in accordance with Item 2 of Schedule D to this Agreement. Reimbursement shall not be made for the first trip to a client and the last trip home from a client.
- (f) Home Care employees: Where an employee uses their motor vehicle on a broken shift and the clients are based at the same location, the employee will receive a single location allowance in accordance with Item 3 of Schedule D to this Agreement. This allowance compensates the employee for any travel during the break between engagements.
- (g) Home Care employees: Where an employee incurs exceptional travel in the course of performing their duties, such circumstances will be dealt with on a case-by-case basis. In these circumstances, it is the responsibility of the employee to request reimbursement for the exceptional travel from RFBI. RFBI will not unreasonably withhold reimbursement.
- (h) All other travel to, from and between clients is, for the purposes of this subclause, not reimbursable without written authority from RFBI.
- (i) Where an employee is required to travel for training, they are to use an RFBI vehicle, where possible. Where an employee has not been provided with a vehicle by RFBI for this purpose, and the employee agrees to use his or her own vehicle, the employee shall be paid the per kilometre allowance in accordance with Item 2 in Schedule D to this Agreement.
- (j) Employees who are rostered to be On Call should, where possible, be provided with an RFBI vehicle for business travel whilst on call. Where an employee has not been provided with a vehicle for this purpose, and the employee agrees to use their own vehicle, the employee shall be paid the per kilometre allowance in accordance with Item 2 of Schedule D to this Agreement. Travel time will be included in the on call minimum hours start provisions and be paid at the employee's ordinary rate of pay.

21.3 Uniforms Allowance

- (a) RFBI requires all employees to wear a uniform.
- (b) Employees are required to purchase the uniform and RFBI shall pay the employee the weekly allowance set out in Item 4 of Schedule D to this Agreement to cover the cost of uniforms.

- (c) The employee shall be paid a laundry allowance per week at the rate set out in Item 5 of Schedule D to this Agreement to cover the costs associated with laundering the uniform.
- (d) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.
- (e) Each employee whose duties require them to work outdoors shall be supplied with over-boots. Sufficient raincoats shall also be made available for use by these employees.
- (f) Where the client supplies equipment, materials and tools to a Home Care Employee, RFBI shall ensure that they are of reasonable quality and comply with safety standards.
- (g) Each employee whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.
- (h) Laundry and Uniform allowance shall not be paid to employees during absences on Long Service Leave, Paid Parental Leave and periods of leave without pay.
- (i) All employees are required to sign an authorisation permitting RFBI to deduct the value of uniforms from termination monies in the event that the employee leaves RFBI when there is still an outstanding amount owing to RFBI associated with the purchase of the uniform.

21.4 On Call Allowance

- (a) An employee who agrees to be on call, that is, the employee agrees to make themselves ready and available to return to work at short notice whilst off duty or to provide support over the phone to other employees, shall be paid the allowance, for each period of 24 hours or part thereof, set out in Item 6 of Schedule D to this Agreement.
- (b) An employee who is required by RFBI to remain available during a meal break, but is free from duty, the employee will be paid at ordinary rates for a 30-minute meal break as per Item 7 in Schedule D. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. If the employee is recalled to perform duty during this period, the employee will be paid overtime for all time worked until the balance of the meal break is taken.
- (c) Where an employee on call in accordance with paragraph 21.4(a), leaves the residential aged care facility and is recalled to duty, she or he shall be reimbursed all reasonable fares and expenses actually incurred. Where an employee has not been provided with a vehicle by RFBI for this purpose, and the employee agrees to use their own vehicle, the employee shall be paid the per kilometre allowance

set out in Item 2 of Schedule D to this Agreement. For clarity, where an employee who is on call is recalled to duty, they shall be paid both the on call allowance and be paid for the work under the provisions of subclause 18.4.

- (d) This clause shall not apply to Care Managers and General Managers.

21.5 Meal Allowance

- (a) An employee who is required to work overtime for more than two (2) hours shall, at the option of RFBI, be supplied with a meal or shall be paid, as the case may be, the amount set out in Item 8 of Schedule D to this Agreement.

21.6 Medications Allowance

- (a) Where a Level 1 employee working in a care stream has completed formal and assessed medication training, they may be rostered on a medication administration shift.
- (b) When rostered in this capacity, the employee shall be paid an allowance as outlined in Item 9 of Schedule D to this Agreement for each shift they are so rostered.
- (c) This subclause does not apply to employees classified at Level 2 or above.

22. REIMBURSEMENT OF EXPENSES

Where a home care employee incurs reasonable expenses in the provision of scheduled services they shall be reimbursed for such expenses.

In order for reimbursement to be paid, employees must submit tax invoices along with a written explanation of the spending. Reimbursement may not be made where the amount of the expense is excessive based upon the circumstances. RFBI will not unreasonably withhold reimbursement.

23. HIGHER DUTIES

Where an employee is directed to temporarily undertake a position in a higher classification than the classification in which they are ordinarily employed, they shall be entitled to receive the minimum payment for the higher classification for the period during which they are engaged in the work at that classification.

PART 3 - LEAVE

24. ANNUAL LEAVE

24.1

- (a) Employees are entitled to annual leave in accordance with the provisions of the NES.
- (b) Casual employees have no entitlement to annual leave.

24.2 Accrual of Annual Leave

- (a) All employees are entitled to four (4) weeks paid annual leave.
- (b) Shiftworkers (as defined) are entitled to one (1) additional week of Annual Leave.
- (c) The 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.

24.3 Payment of Annual Leave

- (a) If an employee takes annual leave during a period, the annual leave shall be paid at the employee's ordinary rate of pay for the employee's ordinary hours of work in the period.
- (b) An employee going on leave may elect to be paid:
 - (i) prior to commencing such leave; or
 - (ii) through their normal pay cycle.
- (c) Once the leave has commenced the election cannot be changed unless RFBI agrees.
- (d) If the employment of an employee who has not taken an amount of accrued annual leave ends at a particular time, the employee's untaken accrued annual leave shall be paid at the employee's ordinary pay at that time.
- (e) Annual leave loading, if any, shall be paid in accordance with subclause 24.6.

24.4 Taking of Annual Leave

- (a) An employee is entitled to take an amount of annual leave during a particular period if:
 - (i) at least that amount of annual leave is credited to the employee; and
 - (ii) RFBI has authorised the employee to take the annual leave during that period.

- (b) In the taking of leave, the employee shall make written application to RFBI, giving management at least two (2) weeks' notice of the desired period of such leave.
- (c) Applications for extended periods of annual leave will require the employee to make a written application to RFBI, giving management at least three (3) months' notice of the desired period of such leave.
- (d) RFBI may permit the accumulation of excess annual leave balances if an employee is doing so for a significant personal event such as overseas travel, and the employee has sought approval for this in advance of accruing the excessive annual leave.
- (e) Annual leave shall be taken in an amount and at a time that is approved by RFBI, subject to the operational requirements as determined by RFBI. Submitting of an application for annual leave does not constitute approval of an employee's application. RFBI shall not unreasonably withhold or revoke such approval; however, operational requirements may require RFBI to (if possible) change the dates of annual leave.

24.5 Excessive Annual Leave Accruals

- (a) An employee has an excessive annual leave accrual if they have accrued more than eight (8) weeks paid annual leave (or ten (10) weeks' paid annual leave for a shiftworker (as defined)).
- (b) If an employee has an excessive annual leave accrual, RFBI or the employee may seek to confer with the other and genuinely reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) If RFBI has genuinely tried to reach agreement with an employee under paragraph 24.5(b) but agreement is not reached (including because the employee refused to confer), RFBI may direct the employee to take one or more periods of leave.
- (d) If an employee has genuinely tried to reach agreement with RFBI under paragraph 24.5(b) but agreement is not reached (including because RFBI refused to confer), the employee may give RFBI a written notice requesting to take one or more periods of leave. This notice may only be given if the employee has had an excessive leave balance for more than six (6) months at the time of giving the notice and the employee has not been given a direction under paragraph 24.5(c). RFBI must grant paid annual leave requested by a notice under this paragraph.
- (e) The maximum period of leave entitled to be requested by notice under paragraph 24.5(d) in a 12-month period is four (4) weeks (or five (5) weeks for shiftworkers).
- (f) The following provisions will apply to both a direction to take leave given by RFBI, or notice requesting to take leave by an employee:

- (i) The employee's remaining accrued entitlement to paid annual leave must be more than six (6) weeks when any other paid annual leave entitlements are taken into account.
 - (ii) The minimum period of leave will be one (1) week.
 - (iii) The period of leave must commence at least eight (8) weeks, but not more than 12 months, after the direction or notice is given.
 - (iv) The direction or notice must not be inconsistent with any leave arrangement agreed by RFBI and the employee.
- (g) An employee who has been given a direction in accordance with paragraph 24.5(c) may request to take a period of paid annual leave as if the direction had not been given. This may result in the direction ceasing to have effect.

24.6 Cashing out of Annual Leave

- (a) Annual leave credited to an employee may be cashed out by agreement, subject to the following conditions:
- (i) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks; and
 - (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between RFBI and the employee; and
 - (iii) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

24.7 Annual Leave Loading

- (a) In addition to their Annual Leave payment, an employee will be paid the higher of:
- (i) an annual leave loading of 17.5% of their Annual Leave; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- (b) The Annual Leave loadings in paragraph 24.6(a) are not payable for purchased additional leave in accordance with subclause 24.9.
- (c) Shift allowances and weekend penalties are not payable for public holidays which occur during a period of annual leave.

24.8 Annual Leave and Service

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

24.9 Payment of Annual Leave on Termination

If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, RFBI will pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

24.10 Purchased Additional Leave (PAL)

- (a) RFBI offer permanent employees the opportunity to “purchase” a maximum of additional two (2) weeks of leave each financial year in exchange for a proportional reduction in their salary over 12 months.
- (b) An employee wishing to purchase additional leave must enter into a written agreement with RFBI which shall include:
 - (i) an election at the beginning of each financial year (i.e. at 1 July each year);
 - (ii) agreement that the employee's salary will be reduced by 1.92% per additional week purchased for the period of the agreement; and
 - (iii) authority for RFBI to withhold an amount of money, from any monies owing to RFBI for PAL taken but not accrued by the final pay within the financial year or at termination.
- (c) All PAL must be used within each financial year (i.e. by 30 June each year). If any PAL is not used by the final pay within the financial year, or the employee wishes to cease the arrangement, the foregone salary (if any) will be re-credited and paid to the employee.
- (d) Superannuation entitlements will be calculated and are payable on the pre-reduction salary and superannuation is not payable on PAL.
- (e) Leave loading shall not apply to PAL.
- (f) Employees who purchase additional leave under this clause must not have excessive leave balances or allow excessive leave balances to accrue during the period in which additional leave is purchased.

25. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

25.1

- (a) Employees are entitled to personal/carer's leave and compassionate leave in accordance with the provisions of the NES.
- (b) Casual employees have no entitlement to paid personal/carer's leave or compassionate leave but do have an entitlement to unpaid leave.

25.2 Entitlement to paid Personal/Carers Leave

- (a) For each year of service with RFBI, an employee is entitled to ten (10) days of paid personal/carer's leave.
- (b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

25.3 Taking of Personal/Carer's Leave

An employee may take paid personal/carer's leave:

- (a) where the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

25.4 Payment of Paid Personal/Carer's Leave

If an employee takes a period of paid personal/carer's leave, RFBI will pay the employee at the employee's ordinary rate of pay for the employee's ordinary hours of work in the period.

25.5 Personal/Carers Leave on Public Holidays

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

25.6 Unpaid Carer's Leave

- (a) An employee is entitled to two (2) days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) An employee may take unpaid carer's leave as:
 - (i) a single continuous period of up to two (2) days: or
 - (ii) any separate periods agreed with RFBI.
- (c) An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carer's leave.

25.7 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 dies.
- (b) An employee may take compassionate leave as:
 - (i) a single continuous period of two (2) days; or
 - (ii) two (2) separate periods of one (1) day each; or
 - (iii) any separate periods agreed with RFBI.

25.8 Payment for Compassionate Leave

- (a) If an employee takes a period of paid compassionate leave, RFBI must pay the employee, other than a casual employee, at the employee's ordinary rate of pay for RFBI's ordinary hours of work in the period.
- (b) Casual employees are entitled to unpaid compassionate leave

25.9 Notice and Evidence Requirements

- (a) To be entitled to leave under Clause 25 an employee must:
 - (i) as soon as reasonably practicable (which may be at a time before or after the leave has started) notify RFBI that the employee is (or will be) absent from his or her employment;
- (b) RFBI may require an employee to give RFBI evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (c) To be entitled to personal leave during the period, the employee may be required to give RFBI as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:
 - (i) a medical certificate from a medical practitioner stating that in their opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - (ii) a statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury.

- (d) To be entitled to carer's leave during the period, the employee may be required to give RFBI as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
- (i) a medical certificate from a medical practitioner stating that in their opinion the member of the immediate family (as defined) requires or required care and support during the period due to personal illness or injury; or
 - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period to provide care or support to the member of the immediate family because the member of the immediate family requires or required care or support during the period because of personal illness, or injury, of the member of the immediate family or an unexpected emergency affecting the member of the immediate family.

Indicative examples of what is considered as carer's leave are as follows:

- Caring for a child who is not sick when crèche shuts suddenly because of a gastro outbreak
- Family member breaks an arm or leg and needs support for several days
- Family member admitted to hospital and needs support
- Taking a parent or child to a medical appointment.

- (e) To be entitled to compassionate leave during the period, the employee may be required to give RFBI as soon as reasonably practicable (which may be at a time before or after the compassionate leave has started):
- (i) a medical certificate from a medical practitioner stating that in their opinion the member of the immediate family is suffering from an illness or injury that poses a serious threat to the member of the immediate family's life; or
 - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period due to the death of the member of the immediate family.

25.10 Service

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

26. COMMUNITY SERVICE LEAVE

- 26.1 Employees are entitled to community service leave in accordance with the provisions of the NES.

26.2 Eligible community service activities entitle an employee, acting reasonably, to be absent from employment for periods including:

- (i) time when the employee engages in the activity;
- (ii) reasonable travelling time associated with the activity;
- (iii) reasonable rest time immediately following the activity.

26.3 With the exception of jury service, community service leave is unpaid.

26.4 **Jury Service**

- (a) There is no limit on the amount of unpaid jury service leave an employee can take in a 12 month period of employment.
- (b) Employees, other than casuals, are entitled to be paid:
 - (i) for the first ten (10) days when absent from work in one (1) or more periods to attend jury service re a particular jury service summons.
 - (ii) the difference between what the employee received as jury service pay and the ordinary rate of pay for the employee's ordinary hours of work in the period or periods.
- (c) Where the duration of jury service re a particular jury service summons exceeds ten (10) days, RFBI agrees to assist the employee as far as is reasonably practical to maintain their regular income. The assistance may include: flexibility of rosters; access to Annual Leave and/or Long Service Leave.
- (d) RFBI may require the employee to provide evidence that would satisfy a reasonable person:
 - (i) that the employee took all necessary steps to obtain any amount of jury service pay to which they were entitled; and
 - (ii) of the total amount of jury service pay, paid or payable to the employee.
- (e) No payment is required where evidence is required by RFBI and not provided by the employee.

26.4 **Voluntary Emergency Management Activity (VEMA)**

- (a) An employee engages in a VEMA if:
 - (i) they voluntarily participate;
 - (ii) the activity involves dealing with an emergency or natural disaster;
 - (iii) they are a member of, or have a member like association with a Recognised Emergency Management Body (REMB); and
 - (iv) the REMB requests their participation.

27. PARENTAL LEAVE

27.1 Employees are entitled to parental leave in accordance with the provisions of the NES.

27.2 Paid Parental Leave

- (a) Full-time and part-time employees may claim paid parental leave at ordinary pay, from the date the parental leave (which is available to commence from 34 weeks' gestation onwards) in the following circumstances:
 - (i) first claim: where eligible for unpaid parental leave; and
 - (ii) second and subsequent claims: where an employee having returned to work from a period of parental leave has completed three (3) months of continuous service prior to each claim.
- (b) For the purposes of the calculation of paid parental leave, an employee will be paid the higher of:
 - (i) The average of the ordinary hours actually worked by the employee in the 12-month period ending at the commencement of parental leave; or
 - (ii) The ordinary hours worked by the employee at the time of the commencement of parental leave.
- (c) Paid parental leave includes:
 - (i) nine (9) weeks paid maternity leave for the birth mother;
 - (ii) nine (9) weeks paid adoption leave for the initial primary carer of the adopted child; and
 - (iii) one (1) week paid partner leave.
- (d) These payments are in addition to any other payment provided by the Commonwealth under the provisions of the Governments Paid Parental Leave Scheme (CPPLS).
- (e) Paid partner leave will be payable to:
 - (i) the father; or
 - (ii) partner of the birth mother; or
 - (iii) partner of the initial primary carer of an adopted child.
- (f) Partner includes same-sex and de facto partner but does not include former de facto partners.
- (g) Any period of "paid no safe job leave" taken by an employee pursuant to the "Transfer to a Safe Job" provisions of the Act shall be deducted from the employee's entitlement to paid maternity leave.

28. LONG SERVICE LEAVE

28.1 An employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the relevant legislation provided that should there be any inconsistency between that legislation and the provisions of this Agreement these provisions shall prevail to the extent the Agreement entitles employees to long service leave in excess of the employees' entitlement to long service leave under the legislation.

28.2 Long Service Leave in New South Wales

- (a) The provisions of this subclause apply only to employees engaged at RFBI facilities and offices located in New South Wales.
- (b) The relevant legislation is the *Long Service Leave Act 1955 (NSW)*.
- (c) *Amount of Long Service Leave*
 - (i) Each employee shall be entitled to two (2) months' long service leave on ordinary pay after ten (10) years' service; thereafter additional long service leave shall accrue on the basis of five (5) months long service leave for each ten (10) years' service.
 - (ii) For the purposes of calculating long service leave under this subclause, service shall include:
 - a. all periods of paid leave;
 - b. community service leave;
 - c. periods of unpaid personal leave caused by the absence of the worker on account of illness or injury;
 - d. periods of unpaid carer's leave (up to 14 days per year); and
 - e. any period of unpaid leave where it has been agreed between RFBI and the employee that long service leave shall accrue.
 - (iii) For the purposes of calculating long service leave under this clause, long service leave shall not accrue during the following absences:
 - a. unpaid parental leave;
 - b. periods of leave without pay where there is no agreement between RFBI and the employee that leave will accrue; and
 - c. absences arising directly or indirectly from an industrial dispute.

Whilst long service leave will not accrue during these periods of unpaid leave, such leave shall not break the employee's continuity of service.
 - (iv) Long service leave shall accrue for all full time, part time and casual employees.

(d) *Taking of Long Service Leave*

- (i) Long service leave can be taken as one continuous period, or separate periods. The minimum period of leave shall be one (1) week and leave shall be taken in week blocks. Employees should apply in writing to take long service leave as per RFBI's policies and procedures.
- (ii) Long service leave may be taken on a pro-rata basis after completing the initial seven (7) year period.
- (iii) The employee is entitled to payment for long service leave in accordance with the relevant legislation.
- (iv) RFBI may direct an employee to take long service leave where their balance totals 13 weeks or more. In such circumstances, the employee will have two months to provide a leave plan to RFBI which provides for the long service leave to be taken within 18 months (taking into account accruals during the leave plan period), unless otherwise agreed. Such plan must be in writing.
- (v) Where an employee does not provide a leave plan in accordance with 27.2(d)(iv), RFBI will consult with the employee regarding the taking of leave. When a mutually agreeable date cannot be reached or a leave plan is not provided when requested, the date for taking leave will be determined by RFBI (provided at least six (6) months' notice is given). However, the provisions of Clause 26 – Grievance and Dispute Resolution Procedures will apply if the employee disagrees with the direction.
- (vi) The submitting of an application for Long Service Leave does not constitute approval of an employee's application. RFBI shall not unreasonably withhold approval.

(e) *Payment of Long Service Leave on Termination*

- (i) Where the services of an employee are terminated either by RFBI or the employee after ten (10) years' service, the employee shall be paid the balance of long service leave which has been accrued.
- (ii) Where the services of an employee with between five (5) and ten (10) years' service are terminated by RFBI for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity the employee shall be entitled to be paid the amount of pro-rata long service leave which has been accrued less any amount of leave taken in accordance with 27.2(d)(ii).

- (iii) In the event of the death of an employee with at least five (5) years' service, RFBI will make payment for long service leave accrued but not taken to the employee's personal representative.

28.3 Long Service Leave in the Australian Capital Territory

- (a) The provisions of this subclause apply only to employees engaged at RFBI facilities and offices located in the Australian Capital Territory.
- (b) The relevant legislation is *Long Service Leave (Portable Schemes) Act 2009*. Subject to clause 28.3(f), for any long service leave accrued prior to 1 January 2016, subclause 28.2 will apply.
- (c) *Amount of Long Service Leave*
 - (i) Employees shall be entitled to long service leave in accordance with the relevant legislation. This is administered by the ACT Long Service Leave Authority.
 - (ii) In addition to this, employees with more than ten (10) years' service with RFBI shall accrue additional long service leave on the basis of three (3) months' long service leave for each additional ten (10) years' service. This additional leave is administered by RFBI.
 - a. For the purposes of calculating this additional leave and an employee's entitlement to such, service shall include:
 - i. all periods of paid leave;
 - ii. community service leave;
 - iii. periods of unpaid personal leave caused by the absence of the worker on account of illness or injury;
 - iv. periods of unpaid carer's leave (up to 14 days per year); and
 - v. any period of unpaid leave where it has been agreed between RFBI and the employee that long service leave shall accrue.
 - b. For the purposes of calculating this additional leave and an employee's entitlement to such, long service leave shall not accrue during the following absences:
 - i. unpaid parental leave;
 - ii. periods of leave without pay where there is no agreement between RFBI and the employee that leave will accrue; and
 - iii. absences arising directly or indirectly from an industrial dispute.

Whilst long service leave will not accrue during these periods of unpaid leave, such leave shall not break the employee's continuity of service.

- (iii) Long service leave shall accrue for all full time, part time and casual employees.

(d) *Taking of Long Service Leave*

- (i) Long service leave administered by the ACT Long Service Leave Authority shall be taken in accordance with the requirements of the relevant legislation which includes applying for the period of absence with RFBI in accordance with RFBI's policies and procedures.
- (ii) Long service leave administered by RFBI can be taken as one continuous period, or separate periods. The minimum period of leave shall be two (2) weeks and leave shall be taken in week blocks. Employees should apply in writing to take long service leave as per RFBI's policies and procedures. This leave shall be paid at the employee's ordinary rate of pay, based on normal hours.
- (iii) RFBI may direct an employee to take long service leave when their additional long service leave balance totals six (6) weeks or more. In such circumstances, the employee will have two (2) months to provide a leave plan to RFBI which provides for the long service leave to be taken within 18 months (taking into account accruals during the leave plan period), unless otherwise agreed. Such plan must be in writing.
- (iv) Where an employee does not provide a leave plan in accordance with 27.3(d)(iii), RFBI will consult with the employee regarding the taking of leave. When a mutually agreeable date cannot be reached or a leave plan is not provided when requested, the date for taking leave will be determined by RFBI (provided at least six (6) months' notice is given). However, provisions of Clause 42 – Grievance and Dispute Resolution Procedures will apply if the employee disagrees with the direction.
- (v) The submission of an application for long service leave does not constitute approval of an employee's application. RFBI shall not unreasonably withhold or revoke such approval, however operational requirements may require RFBI to (if possible) change the proposed dates of long service leave.

(e) *Payment of Long Service Leave on Termination*

- (i) Where the services of an employee are terminated due to resignation, dismissal or in the event of the death of an employee after more than ten (10) years' service, the employee (or their personal representative) shall be paid the balance of the additional long service leave (administered by

RFBI) less any amount already taken in accordance with paragraph 28.3(d)(ii).

(f) *Long Service Leave Accrued Prior to 1 January 2016*

- (i) The relevant legislation commenced in relation to aged care on 1 January 2016.
- (ii) For employees in the ACT employed prior to this date, the portion of leave accrued prior to this date is administered by RFBI and the provisions of subclause 28.2 shall apply.

29. REPATRIATION LEAVE

29.1 Employees who are ex-servicemen or ex-service women may be granted special leave in one or more periods up to a maximum of 6½ working days in any period of 12 months without deduction from annual or sick leave credits for the following purposes in connection with an accepted war-caused disability or in connection with an application to the Repatriation Department for a disability to be so accepted:

- (a) to attend a hospital or clinic or visit a medical officer in that regard;
- (b) to attend a hospital, clinic or medical officer or to report for periodical examination or attention;
- (c) to attend limb factories for the supply, renewal and repair of artificial replacements and surgical appliances.

29.2 Employees are required to provide RFBI with documentary evidence as to the attendance prior to the payment of special leave being granted.

30. LEAVE WITHOUT PAY

30.1 By agreement between RFBI and a permanent employee, an employee may be granted a period of leave without pay.

30.2 Leave without pay shall not be available if the employee has paid leave entitlements available to take. As such, all paid leave entitlements must be exhausted before a period of leave without pay will be granted.

30.3 The period of leave without pay will not break the continuity of service of the employee but will not count for the purpose of:

- (a) accruing annual leave or personal/carers leave, incremental progression, and public holidays;
- (b) accruing long service leave;
- (c) the qualifying period for paid and unpaid parental leave; and

- (d) the calculation of notice and severance pay in accordance with Clause 32 - Termination of Employment and Clause 34 - Redundancy.

31. CEREMONIAL LEAVE

An employee who is required by Aboriginal and Torres Strait Islander tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten (10) working days unpaid leave in any one (1) year, with the approval of RFBI.

PART 4 - OTHER PROVISIONS

32. TERMINATION OF EMPLOYMENT

- 32.1. Prior to reaching any decision to terminate the employment of an employee on grounds other than would justify summary dismissal, RFBI will:
- (a) inform the employee that the termination of their employment is being considered;
 - (b) advise the employee of the reasons for termination; and
 - (c) provide the employee with an opportunity to show cause why their employment should not be terminated.
- 32.2 An employee shall be given reasonable time to respond and shall be provided with details of any relevant material. Where a meeting is held with the employee, the employee is entitled to have a support person present. The support person may be e.g. a co-worker, a workplace union delegate, an officer of the union, a family member, or any other person.
- 32.3 Subject to subclauses 32.4 to 32.9, employment, other than the employment of a casual, will be terminated by RFBI or the employee only on the provision of the applicable notice as set out in subclause 32.10, or by the payment by RFBI, or forfeiture by the employee, of wages in lieu of notice.
- 32.4 RFBI may, without notice, summarily dismiss an employee at any time for serious misconduct or wilful disobedience. Payment is up to the time of dismissal only.
- 32.5 Provided that employment may be terminated by part of the period of notice specified, and part payment or part forfeiture, in lieu of the period of notice specified.
- 32.6 In respect of any forfeiture by the employee of wages in lieu of notice, the employee may at any time authorise RFBI to deduct from his or her wages payable up to, or on termination, relevant wages payable in lieu of notice. Should RFBI not receive such an authorisation from the employee and make the applicable deduction in whole, RFBI may forthwith recover from the employee such outstanding payment or sum or amount payable or owing by the employee pursuant to this clause in any court of competent jurisdiction.
- 32.7 The requirement for an employee to provide notice under this clause shall not apply in circumstances where the employee is entitled to bring the employment to an end because of the actions of RFBI, for example, because of a repudiatory breach of the employment contract by RFBI.
- 32.8 In respect of the requirement for RFBI to provide or pay notice under this clause, nothing in this clause shall exclude the application of Subdivision C of Division 11 of Part 2-2 of the Act.
- 32.9 It is the intention of this clause that both RFBI and the employee provide appropriate notice upon termination or pay or forfeit such notice in wages. The application and interpretation of this clause shall give this intention full effect.

32.10 Notice of termination

- | (a) | (i) | <u>Period of Continuous Service</u> | <u>Minimum Period of Notice</u> |
|-----|-----|---|---------------------------------|
| | | 1 year or less | 1 week |
| | | More than 1 year but not more than 3 years | 2 weeks |
| | | More than 3 years but not more than 5 years | 3 weeks |
| | | More than 5 years | 4 weeks |
- (ii) Home Care Coordinators, Catering Managers, Administration Managers, Hotel Service Managers, Maintenance Managers, Care Managers and General Managers - four (4) weeks' notice.
- (iii) For all employees within the probationary period, the notice period shall be one (1) week.
- (b) Employees (other than casuals) aged 45 years or older will be entitled to an additional one week's notice if the employee has completed at least two (2) years continuous service for RFBI.
- (c) Casuals are to be given notice to the end of the current shift worked.

32.11 RFBI will give the employee a statement signed by RFBI stating the period of employment and when the employment was terminated if the employee requests.

32.12 Abandonment of Employment

- (a) If an employee is absent from work for a continuous period exceeding three rostered working days and RFBI is unaware of the reason for this absence, the consultation procedure in this clause applies.
- (b) In the circumstances described in paragraph 32.12(a), RFBI must provide the employee with an opportunity to explain this absence before RFBI takes any action against the employee.

For this purpose, RFBI must:

- (i) Allow a period of 14 days after the employee's last attendance at work or notified absence from work for contact to be made with the employee or for the employee to make contact with RFBI; and
- (ii) Attempt to contact the employee during the above 14-day period using all reasonable means available to RFBI.
- (c) If RFBI terminates the employment of an employee, RFBI must provide notice of termination in accordance with Clause 32 – Termination of Employment.

Nothing in this clause detracts from the right of an employee to access any legal remedies arising from any action taken against the employee or from the rights of RFBI to lawfully terminate the employment of the employee in other circumstances.

Note: Section 352 of the Act provides that an employer must not dismiss an employee of the employee is temporarily absent from work due to an illness or injury of a kind prescribed.

33. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

33.1 This term applies if RFBI:

- (a) has made a definite decision to introduce a major change to a program, organisation, structure or technology 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.

33.2 For a major change referred to in paragraph 33.1(a):

- (a) RFBI must notify the relevant employees of the decision to introduce the major change; and
- (b) Subclauses 33.3 to 33.9 apply.

33.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

33.4 If:

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

RFBI must recognise the representative.

33.5 As soon as practicable after making its decision, RFBI 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 RFBI 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.
- 33.6 However, RFBI is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 33.7 RFBI must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 33.8 If a term in this agreement provides for a major change to a program, organisation, structure or technology in relation to RFBI, the requirements set out in paragraph 33.2(a) and subclauses 33.3 and 33.5 are taken not to apply.
- 33.9 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 RFBI'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.
- 33.10 For a change referred to in paragraph 33.1(b):
 - (a) RFBI must notify the relevant employees of the proposed change; and
 - (b) subclauses 33.11 to 33.15 apply.
- 33.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 33.12 If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise RFBI of the identity of the representative;RFBI must recognise the representative.
- 33.13 As soon as practicable after proposing to introduce the change, RFBI 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 RFBI reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the RFBI 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).

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

33.15 RFBI must give prompt and genuine consideration to matters raised about the change by the relevant employees.

33.16 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause 33.1.

34. REDUNDANCY

34.1 For the purposes of this clause, “continuous service” shall be consistent with the definition in the Act as at the date this Agreement comes into operation. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an employee but are not to be taken into account in calculating length of service for the purposes of this clause.

34.2 Redundancy occurs where RFBI has made a definite decision that RFBI no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

34.3 Unless FWC subsequently orders otherwise pursuant to subclause 34.4, where the employment of an employee is to be terminated for the reason set out in subclause 34.2, RFBI shall pay, in addition to other payments due to that employee, the following retrenchment pay in respect of the following continuous periods of service:

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

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil

1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay.

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

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

- (c) "Weeks' pay" means the rate of pay for the employee concerned at the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:
- (i) shift and weekend penalties as prescribed in Clause 19 - Shift and Weekend Work;
 - (ii) broken shift allowance as prescribed in Subclause 15.5 - Broken Shifts;
 - (iii) sleepover allowance as prescribed in Subclause 15.6 – Sleepovers.

34.4 Subject to an application by RFBI and further order of FWC RFBI may pay a lesser amount (or no amount) of retrenchment pay than that contained in subclause 34.3. FWC shall have regard to such financial and other resources of RFBI concerned as FWC thinks relevant, and the probable effect paying the amount of retrenchment pay in subclause 34.3 will have on RFBI. Provided that where Care Managers and General Managers have their position made redundant and they are offered an alternative position at a lower rate of pay which they do not accept, they shall be paid the full entitlement contained in subclause 34.3 and RFBI will not make application to FWC under this subclause.

35. FAMILY AND DOMESTIC VIOLENCE SUPPORT

35.1 This clause applies to all full time, part time and casual employees.

35.2 Definitions

- (a) In this clause:

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

Family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in paragraph 35.2(a) includes a former spouse or de facto partner.

35.3 General Principles

- (a) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family or domestic violence.
- (b) RFBI acknowledges and agrees that where an employee applies for leave under this clause, the application and the circumstances surrounding it must be kept strictly confidential, the employee may need additional support over and above the leave itself (including access to RFBI's Employee Assistance Program and changes to working arrangements).

35.4 Entitlement to Unpaid Leave

- (a) Each year, an employee is entitled to five (5) days' unpaid leave to deal with family and domestic violence.
- (b) The entitlement to five (5) days' unpaid leave to deal with family and domestic violence:
 - (i) is available in full at the start of each 12-month period of the employee's employment; and
 - (ii) does not accumulate from year to year.
- (c) Nothing in this clause prevents an employee from accessing their accrued entitlement to personal/carer's leave to deal with family and domestic violence.

- (d) Where an employee has, or is likely to, exhaust their leave entitlement under this clause, RFBI may provide additional unpaid leave on a case by case basis.

35.5 Taking Family and Domestic Violence Leave

An employee may take leave in accordance with subclause 35.3 to deal with family and domestic violence if the employee:

- (i) is experiencing family and domestic violence; and
- (ii) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work. This may include but is not limited to: making arrangements for their safety or the safety of a family member (including relocation); attending court hearings; or accessing police services.

35.6 Service and Continuity

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

35.7 Notice and Evidence Requirements

- (a) An employee must give RFBI notice of the taking of family and domestic violence leave.
- (b) The notice:
 - (i) must be given to RFBI as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise RFBI of the period, or expected period, of the leave.
- (c) An employee who has given RFBI notice of the taking of leave under this clause must, if required by RFBI, give the RFBI evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in subclause 35.5. Depending on the circumstances such evidence may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

35.8 Confidentiality

- (a) RFBI will take steps to ensure information containing any notice an employee has given, or evidence an employee has provided under subclause 35.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in 35.7(a) prevents RFBI from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

35.9 Compliance

- (a) An employee is not entitled to take leave under this clause unless the employee complies with the notice and evidence requirements set out in subclause 35.6.

36. WORKLOAD MANAGEMENT

- 36.1 The parties to this agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employee/s and the quality of resident/client care.
- 36.2 To ensure that employee concerns involving excessive workloads are effectively dealt with by management the following procedures should be applied:
 - (a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
 - (c) If a solution still cannot be identified and implemented, the matter should be referred to the Regional General Manager for further discussion.
 - (d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected employees.
- 36.3 Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:
 - (a) Clinical assessment of residents' needs;
 - (b) The demand of the environment such as facility layout;
 - (c) Statutory obligation, (including, but not limited to, workplace health and safety legislation;
 - (d) The requirements of nurse regulatory legislation;
 - (e) Reasonable workloads;
 - (f) Accreditation standards;
 - (g) Replacement of employees on leave; and
 - (h) Budgetary considerations.
- 36.4 RFBI is committed to ensuring that Registered Nurses are rostered as appropriate to the care needs of the Residents. RFBI will engage in discussions with staff and/or their representatives regarding Registered Nurse coverage as required.

- 36.5 If the issue is still unresolved, the employee/s may advance the matter through Clause 43 - Grievance and Disputes Resolution Procedures. Arbitration of workload management issues may only occur by agreement of all parties.

37. LABOUR FLEXIBILITY AND MIXED FUNCTIONS

- 37.1 RFBI may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training
- 37.2 RFBI may direct an employee to carry out such duties and use such tools and equipment as may be required, provided the employee possesses the relevant skills and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be facilitated.
- 37.3 Any direction issued by RFBI pursuant to subclauses 37.1 and/or 37.2 shall be consistent with RFBI's responsibility to provide a safe and healthy working environment for employees, and RFBI's duty of care to residents and/or clients.
- 37.4 Where RFBI has decided there is no longer a requirement for Care Managers and General Managers to be appointed in a workplace, RFBI shall ensure that the workload previously performed by that manager is adequately allocated to other management staff, and that the workloads of all staff within that workplace will remain consistent with their substantive role, duties and classifications.

38. ATTENDANCE AT MEETINGS

- 38.1 RFBI shall attempt to schedule compulsory meetings so as to minimise the number of employees required to attend such meetings outside their ordinary hours of work. Where this is not possible, and an employee is required to attend a compulsory meeting outside their ordinary hours of work, they shall be paid for the actual time spent in attendance in accordance with the terms of this agreement.
- (a) RFBI requiring an employee to attend a meeting away from their usual workplace shall pay to the employee up to a total of 7.6 hours ordinary pay for the day (or the rostered shift if this is greater than 7.6 hours).
- (b) Where an employee has not been provided with a vehicle by RFBI for the purpose of attending the meeting, and the employee agrees to use his or her own vehicle, the employee shall be paid the per kilometre allowance set out in Item X of Schedule D to this Agreement.

39. WORKFORCE TRAINING AND DEVELOPMENT

- 39.1 For all training, each employee shall provide to RFBI details of their attendance at training and RFBI shall maintain a record of this attendance.
- 39.2 Upon termination, an employee may request written details of the training undertaken during their employment with RFBI.

39.3 Where practicable, training shall be provided to employees during their normal rostered hours of work. Where this is not practicable or possible:

- (a) Employees will attend training outside their normal rostered working hours when required to do so by RFBI;
- (b) RFBI shall provide employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours;
- (c) RFBI shall attempt to schedule training so as to minimise the number of employees required to attend outside their ordinary hours of work. Where this is not possible, and an employee is required to attend training outside their ordinary hours of work, they shall be paid for the actual time spent in attendance at the ordinary rate of pay.
- (d) RFBI requiring an employee to attend training away from their usual workplace shall pay to the employee a total of 7.6 hours ordinary pay for the day (or the rostered shift if this is greater than 7.6 hours).
- (e) Where an employee has not been provided with a vehicle by RFBI for the purpose of attending training, and the employee agrees to use his or her own vehicle, the employee shall be paid the per kilometre allowance set out in Item 2 of Schedule D to this Agreement.
- (f) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time employees to have at least eight or ten hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in subclause 15.2 - Arrangement of Hours. Where practicable, similar arrangements should also be made available to all other employees. This does not apply where an employee is undertaking ongoing studies, such as attending university, during non-work hours.
- (g) Any training undertaken by an employee that occurs at a workplace is not intended to replace or supplement staffing levels and the normal levels of service delivery at such a workplace.

39.4 Workforce development and training includes, but is not limited to, attendance and participation in conferences, seminars, training and staff meetings.

40. CAREER DEVELOPMENT

40.1 The parties are committed to the development of career through on-the-job and formal training and development. The parties are further committed to supporting employees in progressing and advancing their career at RFBI.

40.2 To facilitate career development within RFBI, with the support and approval of management, employees will be able to access the following types of career development activities:

- (a) Continuing Professional Development (CPD); and/or

- (b) Formal Study Support and Assistance; and;or
- (c) Informal workplace training and education.

40.3 Continuing Professional Development (CPD)

- (a) CPD involves an employee's participation in activities such as in-house training programs and approved attendance at conferences and seminars that are relevant to their work and/or occupation at RFBI.
- (b) Full-time employees who are engaged in CPD will be able to access two (2) days' paid leave per year of service for the purposes of attending CPD activities. Part-time employees who work at least four (4) shifts per fortnight shall be entitled to leave under this subclause on a pro-rata basis.
- (c) Additional CPD leave will be granted on a case-by-case basis by RFBI and will be, among other things, subject to the employee providing evidence of CPD requirements.
- (d) CPD leave entitlements pursuant to this clause will not accumulate from year to year.

40.4 Formal Study Support and Assistance

- (a) Formal Study Support involves an employee undertaking a formal qualification to support their employment or career development at RFBI.
- (b) Employees applying for Formal Study Support and Assistance (except for those undertaking minimum education requirements for their current level of work) will require two (2) years' continuous employment as a full-time or part-time employee with RFBI. Applications must be made in accordance with RFBI policies and procedures.

41. AMENITIES

- 41.1 The minimum standards as set out in all relevant workplace health and safety legislation shall be met in the provision of amenities to employees.
- 41.2 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

42. INSPECTION OF LOCKERS

- 42.1 Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable, such inspection may be carried out in the absence of the employee by an officer of RFBI and an employee representative where practicable, otherwise by any two officers appointed by RFBI for that purpose.

43. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

43.1 Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES.

43.2 An employee may request flexible working arrangements where:

- (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (c) the employee has a disability;
- (d) the employee is 55 years of age or older;
- (e) the employee is experiencing violence from a member of the employee's family; or
- (f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the members family.

43.3 The employee is not entitled to make the request unless:

- (a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with RFBI immediately before making the request; or
- (b) for a casual employee—the employee:
 - (i) is a long term casual employee of RFBI immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by RFBI on a regular and systematic basis.

43.4 The request must:

- a) be in writing; and
- (b) set out details of the change sought and of the reasons for the change.

43.5 RFBI must give the employee a written response to the request within 21 days, stating whether RFBI grants or refuses the request.

44. DISCIPLINARY PROCEDURES

44.1 In all dealings with employees which may lead to a disciplinary outcome, including termination of employment, the principles of procedural fairness and natural justice will be applied. RFBI shall notify the employee of the issues in writing and the employee will be given an opportunity to respond to the issues.

- 44.2 Employees have a right to a support person, who could be a union representative, throughout the investigation and decision processes, and will be given reasonable notice of all meetings to facilitate the attendance of the support person.
- 44.3 An employee is entitled to be paid for the duration of any such meeting.
- 44.4 All performance or conduct issues/allegations will be investigated in a fair and confidential process and the employee's response to the allegation/s shall be taken into consideration by RFBI in reaching a decision.
- 44.5 Where, following an investigation, RFBI reaches a decision that formal disciplinary action is not necessary, they may undertake informal steps to ensure the employee is given a clear explanation of the requirements of their job and access to additional training and/or coaching, where necessary.
- 44.6 Where, following an investigation, RFBI reaches a decision that formal disciplinary action is necessary, a first warning may be issued. The warning will be recorded on the employee's personnel file.
- 44.7 If there are further performance or conduct issues, the employee will again be notified in writing of the matter and a response requested. If appropriate, a second warning in writing will be issued to the employee and recorded on the employee's personnel file.
- 44.8 In the event that there are further performance or conduct issues, the employee will again be notified in writing of the matter and a response requested. If appropriate, a final warning will be issued to the employee and recorded on the employee's personnel file.
- 44.9 In the event of further performance or conduct issues, the employee may be terminated after matters have been investigated and responses sought from the employee.
- 44.10 Notwithstanding the above process, for serious matters pertaining to conduct or performance, RFBI may also issue a "final warning" in the first instance. A final warning shall be such that the employee is notified that in the event there are further performance or conduct issues the employee may be terminated. Further, termination or summary dismissal of an employee may still occur for acts of serious misconduct.
- 44.11 Records relating to disciplinary procedures will be disregarded where a period of 12 months elapses without further warning/s. To be clear, no warning issued 12 or more months prior will be relied on.

45. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

- 45.1 If a dispute relates to:
 - (a) a matter arising under this Agreement; or
 - (b) the National Employment Standards;this term sets out procedures to settle the dispute.
- 45.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

- 45.3 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.
- 45.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 45.5 The Fair Work Commission may deal with the dispute in two (2) stages:
- (a) 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
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

A decision that 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.

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

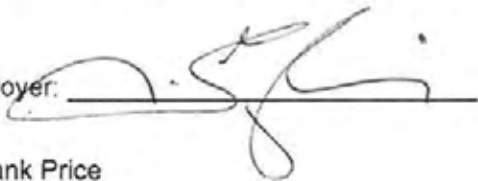
46. POSITIVE UNION RELATIONS

- 46.1 RFBI and the Unions who are parties to this Agreement have entered into this Agreement with a focus of making RFBI a thriving organisation and are committed to the practice of positive employment relations.
- 46.2 The parties to this Agreement agreed to share relevant information in relation to this Agreement, in particular in relation to the introduction of the new classification structure and development and implementation of competency assessments.
- 46.2 The parties acknowledge that effective communication and relationships between employees, unions and RFBI management is a prerequisite to ensuring good industrial relations and the maintenance of efficient and sound industrial relationships.
- 46.3 All parties acknowledge that an atmosphere of antagonism does not build morale. All parties should strive to act with professionalism and courtesy, and advocate for their positions in a respectful manner.
- 46.4 RFBI will recognise one delegate from each of the unions identified in the parties of this Agreement at each workplace, upon receipt of written notification from each of the respective Unions.
- 46.5 The delegate will be released from work to attend union business in accordance with the following:
- (a) up to five (5) days per calendar year to attend training facilitated by the Union to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment;
 - (b) up to three (3) days leave to attend the Annual Union Conference;
 - (c) a minimum of four (4) weeks' written notice, or less by agreement, must be provided to RFBI of a request to attend such union business. The notice must specify the time and nature of the union business; and
 - (d) subject to operational requirements RFBI shall not unreasonably refuse such a request .
- 46.6 The delegate may access Leave Without Pay, Annual Leave or Long Service Leave, for the purposes of attending union training and other such union activities.
- 46.7 The delegate will be given reasonable access to RFBI employees during working hours, without loss of pay to discuss any employment matter, seek advice and/or representation and to provide advocacy and representation to management on their behalf. When conducting union/industrial activities, workplace delegates must take all reasonable measures to ensure that service delivery and work requirements are not unduly affected.

- 46.8 The delegate will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where available) for the purpose of carrying out work as a delegate.
- 46.9 Subject to the relevant employee's approval and privacy considerations, authorised Union Officials may request access to personnel information and documents related to a member they may be representing.

EXECUTION PAGES:

Signed for and on behalf of Royal Freemasons' Benevolent Institution by its duly authorised officer:

Signed for the Employer: 

Print Full Name: Frank Price
Position: Chief Executive Officer
Authority: Authorised by Board of Directors

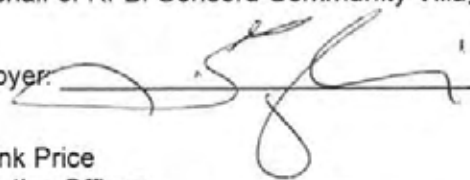
Signed by witness: 

Print Full Name: CHRISTOPHER NOEL WESTCOTT

Address: 


Date: 4 JUNE 2019


Signed for and on behalf of RFBI Concord Community Village by its duly authorised officer:

Signed for the Employer: 

Print Full Name: Frank Price
Position: Chief Executive Officer
Authority: Authorised by Board of Directors

Signed by witness: 

Print Full Name: CHRISTOPHER NOEL WESTCOTT

Address: 


Date: 4 JUNE 2019

EXECUTED by a Royal Freemasons')
Benevolent Institution Enterprise Bargaining)
Committee Representative on behalf of)
employees:)

Suzanne Beehag
Witness

Suzanne Beehag
Name of Witness

[Redacted]
Address of Witness

Date: 06 / 06 / 2019

EXECUTED by a Royal Freemasons')
Benevolent Institution Enterprise Bargaining)
Committee Representative on behalf of)
employees:)

Suzanne Beehag
Witness

Suzanne Beehag
Name of Witness

[Redacted]
Address of Witness

Date: 06 / 06 / 2019
Insert other execution pages:

ANMF (NSW)

[Signature]

Angela Martin
Name of the Royal Freemasons' Benevolent
Institution Enterprise Bargaining Committee
Member

Administration Officer
Position of the Royal Freemasons'
Benevolent Institution Enterprise Bargaining
Committee Member

[Redacted]
Address of the Royal Freemasons'
Benevolent Institution Enterprise Bargaining
Committee Member

Date: 06 / 06 / 2019

[Signature]

Wayne Elliott
Name of the Royal Freemasons' Benevolent
Institution Enterprise Bargaining Committee
Member

Maintenance Manager
Position of the Royal Freemasons'
Benevolent Institution Enterprise Bargaining
Committee Member

[Redacted]
Address of the Royal Freemasons'
Benevolent Institution Enterprise Bargaining
Committee Member

Date: 06 / 06 / 2019

ANMF (ACT)

HSU

Insert other execution pages:

ANMF (NSW)

ANMF (ACT)

HSU

Insert other execution pages:

ANMF (NSW)

ANMF (ACT)

HSU

SCHEDULE A - EMPLOYMENT CLASSIFICATIONS

New Entrant Employees

Qualifications and Training

An Employee at this level has:

- No relevant qualifications; and/or
- No previous work experience in aged care.

This definition also applies to junior employees (less than 18 years old) who are not employed under the provisions of a "School-based Trainee" program.

Scope of Role

An Employee at this level performs broad tasks involving the utilisation of a range of basic skills to support work undertaken in the relevant stream. Work is performed under **direct** supervision using established practices, procedures and instructions.

Accountability and Extent of Authority

An Employee at this level is responsible for the quality of their own work and ensuring that they comply with all documentation requirements as determined by RFBI. They acknowledge and accept that they have a duty of care to residents, clients and their families. An Employee at this level may resolve minor problems that relate to immediate work tasks following consultation with an Employee operating at a higher level and acknowledge and accept that they must report matters to a higher level when the matters are outside their scope of practice. Employees at this level and all levels above have a direct responsibility for ensuring RFBI workplaces remain safe at all times, therefore employees at this level are accountable for Work Health and Safety as it impacts upon their own work and the work of others.

Judgement and Decision Making

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work.

Specialist Knowledge and Skills

The Employee must possess basic skills and competence to perform such tasks that are appropriate to progress further to their proposed stream. Where the Employee does not possess such skills and competence, further training may be provided.

Interpersonal Skills

Employees at this level will require basic oral communication skills and, where appropriate, written skills to communicate with clients, members of the public and other Employees. Where the Employee does not possess such skills and competence, further training or reasonable adjustment may be provided.

Progression Beyond this Level

Employees at this level will progress to Level 1 at the completion of 500 hours work experience at RFBI provided they are undertaking accredited Certificate III level qualifications appropriate to the stream in which work is performed, if such qualifications are relevant to the role.

Indicative Tasks

Residential Care - Provides assistance to residents in carrying out simple personal care tasks including but not limited to: making beds; putting away clothes and tidying up rooms; assisting with showers; assisting with grooming; assisting with dressing; and assisting with feeding.

Home Care - Provides assistance to clients in the undertaking of domestic work, shopping, banking, account payment and organising appointments as required. Assists with meal preparation, care of pets, care of indoor and outdoor pot plants. Provides assistance with simple personal care tasks including but not limited to: making beds; putting away clothes and tidying up rooms, assisting with showers; assisting with grooming; assisting with dressing; and assisting with feeding.

Lifestyle - Assists in the development and implementation of programs of activities for residents including individual support time with residents involving talking, reading, playing games etc. Attends and assists with social outings.

Hospitality - Provides assistance with domestic duties in a residential care facility including but not limited to: general cleaning of accommodation, food services and general areas; general waiting/table service and clearing duties; assistance in the preparation of food including the cooking and/or preparation of light refreshments; and all laundry duties.

Small House - Provides resident support that maximise a home like experience to residents. This includes carrying out simple personal care, lifestyle and domestic support activities.

Maintenance - Undertakes labouring duties associated with gardening and general maintenance including but not limited to: sweeping; hosing; garbage collection and disposal; keeping the outside of buildings clean and tidy; mowing lawns; and assisting the gardener or a higher-level employee with general facility maintenance. Operates equipment safely in accordance with work health and safety guidelines.

Administration - Receives and distributes incoming mail; receives and dispatches outgoing mail including bulk mailing; files and retrieve documents; answering phones, receiving and relaying oral and written messages; completes simple forms; operates office equipment and undertakes other basic clerical tasks.

Level 1 Employee

Qualifications and Training

An Employee at this level has:

- Certificate III level qualifications (at a minimum) appropriate to the stream in which work is performed (or is currently undertaking such a qualification); and/or
- Another appropriate qualification; and/or
- Relevant aged care work experience (or other relevant experience appropriate to the stream) acceptable to RFBI.

Scope of the Role

An Employee at this level performs broad tasks involving the use of a range of skills to support work undertaken in the relevant stream. Work is performed under **direct or indirect** supervision individually or in a team environment using established practices, procedures and instructions. Employees at this level may assist others in the coaching and/or mentoring of New Entrant Employees.

Accountability and Extent of Authority

An Employee at this level is responsible for the quality of their own work and ensuring they comply with all documentation requirements as determined by RFBI as well as a range of State and Commonwealth legislative requirements. They acknowledge and accept that they have a duty of care to residents, clients and their families. An employee at this level has a direct responsibility to ensure RFBI workplaces remain safe at all times and are therefore accountable for Work Health and Safety as it impacts upon their own work and the work of others. Further, within the individual's scope of practice and competence, employees at this level may be able to work in roles at the same level in different streams.

An Employee at this level may resolve minor problems that relate to immediate work tasks following consultation with an Employee operating at a higher level and acknowledge and accept that they must report matters to a higher level when the matters are outside their scope of practice.

Judgement and Decision Making

The nature of the work at this level is clearly defined with established procedures which are well understood and/or clearly documented. Employees at this level are expected to use some originality in approach with solutions usually attributable to the application of previously encountered procedures and practices.

Specialist Knowledge and Skills

Employees at this level are expected to perform the tasks required appropriate to the stream in which they work competently and effectively.

Interpersonal Skills

Employees at this level will require basic oral communication skills and, where appropriate, written communication skills to communicate with residents, clients, family members, members of the public and other Employees. Employees at this level may also require appropriate interpersonal skills to explain specific procedures and practices to relevant parties.

Progression Beyond this Level

Employees at this level may have the opportunity to progress to Level 2 where a position exists and the Employee possesses the required qualifications and demonstrates the desire and ability to perform in the available position.

Indicative Tasks

Residential – Within the framework of competence established through qualifications, training and experience, provide a wide range of personal care services to residents including support services, in accordance with legislative requirements and the Resident's Care Plan. Recognise, report and respond appropriately to changes in the condition of residents and contribute to the development and implementation of resident care plans under the supervision of professional employees.

Home Care – Within the framework of competence established through qualifications, training and experience, assist clients to maintain their independence in their homes. Provide assistance to clients in undertaking of domestic work, personal care activities, transportation support and in-home respite care. Report any discrepancies or scheduling changes to the Coordinator. Recognise, report and respond appropriately to changes in the condition of clients under the supervision of the Coordinator.

Lifestyle – Within the framework of competence established through qualifications, training and experience and under the supervision of a lifestyle person at a higher level, assist in the development and implementation of programs of activities for residents including spending one on one time with residents, attending and supervising social outings.

Hospitality – Within the framework of competence established through qualifications, training and experience provide the full range of domestic support activities required in a residential care environment including but not limited to: general cleaning of accommodation; assistance in the preparation of food; and laundry duties.

Small House – Within the framework of competence established through qualifications, training and experience provide the full range of personal care, domestic support and lifestyle activities required in a homelike residential care environment.

Maintenance – Within the framework of competence established through qualifications, training and experience undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge. Where no tradesperson is employed, an employee at this level may be called upon to perform trade's assistant or home handyman work. Perform gardening duties. Provide advice on garden planning and plant maintenance. Carry out physical inspections of property and premises and report.

Administration - Within the framework of competence established through qualifications, training and experience undertake activities involving: modifying existing organisational records; responding to telephone calls; providing information; directing and re-directing inquiries; operating office equipment; participating in tasks in a team; completing own tasks; and assisting others to complete tasks. Collate information for distribution and action as required.

Level 2 Employee

Qualifications and Training

An Employee at this level has:

- Certificate III level qualifications (at a minimum) appropriate to the stream to perform work within the scope of this level; and/or
- Another appropriate qualification; and/or
- Relevant aged care work experience (or other relevant experience appropriate to the stream) acceptable to RFBI.

Scope of the Role

An Employee at this level performs work above and beyond the skills of a Level 1 employee. Work is performed under **indirect** supervision individually or in a team environment.

Accountability and Extent of Authority

An Employee at this level is responsible for the quality of their own work and ensuring that they comply with all documentation requirements as determined by RFBI as well as a range of State and Commonwealth legislative requirements. They acknowledge and accept that they have a duty of care to residents, clients and their families. An Employee at this level has a direct responsibility to ensure RFBI workplaces remain safe at all times and is therefore accountable for Work Health and Safety as it impacts upon their own work and the work others. Further, within the individual's scope of practice and competence, employees at this level may be able to work in roles at the same level in different streams.

An Employee at this level may be required to assist others in the supervision of the work of lower level employees. They may also have been designated by RFBI as having overall responsibility for a particular function including scheduling work programs and coordinating and directing the work of employees at lower levels.

Judgement and Decision Making

The nature of the work is usually specialised and clearly defined with established procedures which are well understood and/or clearly documented. The application of these established practices and procedures may require a level of professional judgement. Employees at this level shall exercise some originality in approaching problems with solutions usually attributable to the application of previously encountered procedures.

Specialist Knowledge and Skills

Employees at this level may be required to provide input into the activities undertaken in their stream including: planning; scheduling work programs on a routine and regular basis; and coordinating and directing the work of lower level employees.

Interpersonal Skills

Employees at this level will require effective and professional oral and written communication skills to communicate with residents, clients, family members, members of the public and other Employees. Employees at this level may also require appropriate interpersonal skills to explain specific procedures and practices to relevant parties.

Progression Beyond this Level

Employees at this level may have the opportunity to progress to Level 3 where a position exists and the Employee possesses the required qualifications and demonstrates the desire and ability to perform in the available position.

Indicative Tasks

Residential – Coordinate and direct the work of lower level care employees. Schedule work programs on a routine and regular basis. Provide input to resident care plans under the direction of professional employees. Medication management which includes, but is not limited to, ordering medication from the pharmacy for residents and administering medication in accordance with the care plan subject to the employee completing formal and assessed medication training.

Home Care – Employees at this level will perform more complex activities associated with the provision of personal care and support services. In addition, employees at this level will be required to observe, identify and report variations in client's abilities and/or condition to the Coordinator, participate in case conferences and contribute to the development and implementation of the clients' care plan in consultation with the Coordinator. Employees at this level may also be required to undertake administrative tasks including data entry, recording invoices and drafting correspondence. Medication management which includes, but is not limited to, ordering medication from the pharmacy for residents and administering medication in accordance with the care plan subject to the employee completing formal and assessed medication training.

Lifestyle – Facilitate group and individual recreational activities for residents to address individual social needs. Assist in the development and promotion of the monthly 'Activities Program' that reflects the abilities and preferences of residents. Observe, identify and report variations in residents' abilities and/or condition to professional employees and participate in case conferences as required. Liaise with service providers to facilitate the achievement of residents' leisure and recreational pursuits.

Hospitality – Employees at this level will be responsible for the planning, preparing and cooking of all meals. Responsible for the provision of domestic services including the overall responsibility the coordination of Laundry Services.

Small House – Employees at this level will be responsible for planning and executing a range of support services including providing care to maximise the homelike experience of residents including ordering supplies, preparing meals and activities including hospitality support services. Medication management which includes, but is not limited to, ordering medication from the pharmacy for residents and administering medication in accordance with the care plan subject to the employee completing formal and assessed medication training.

Maintenance – Carry out maintenance, repairs, gardening and other tasks falling within the scope of trades skills. Undertake the more complicated repairs to equipment and appliances calling for trades skills. Schedule maintenance work programs on a routine and regular basis.

Administration - Preparing files; responding to telephone calls including handling sensitive inquiries; providing information and advice including identifying options; drafting correspondence; maintaining and training others in the use of office equipment; coordinate own work routine with others; make appointments on behalf of others; make travel and accommodation bookings; negotiate allocation of tasks; monitor own completion of allocated tasks. Reconcile facility petty cash and resident comfort fund accounts; prepare bank reconciliations; document and lodge takings at the bank; receive and document payment/takings; dispatch statements to debtors; follow up and record outstanding accounts; and maintain stock control records.

Level 3 Employee

Qualifications and Training

An Employee at this level has:

- Certificate IV qualifications (at a minimum) appropriate to the stream in which work is performed; and/or
- Another appropriate qualification; and/or
- Relevant experience acceptable to RFBI.

Scope of the Role

An Employee at this Level performs work above and beyond the skills of a Level 2 Employee. Work is performed under **indirect** supervision individually or in a team environment and may involve supervision of a team. Employees at this level may also be expected to write reports in their field of expertise as appropriate.

Accountability and Extent of Authority

An Employee at this level is responsible for the quality of their own work and ensuring that they comply with all documentation requirements as determined by RFBI as well as a range of State and Commonwealth legislative requirements. They acknowledge and accept that they have a duty of care to residents, clients and their families. An Employee at this level has a direct responsibility to ensure RFBI workplaces remain safe at all times and is therefore accountable for Work Health and Safety as it impacts upon their own work and the work of others.

They have been designated by RFBI as having overall responsibility for leading the work of Employees at lower levels including planning, directing and training team members and are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures and ensuring work, health and safety standards are maintained. Positions in this level may provide direction, leadership, administration and rostering of employees.

Judgement and Decision Making

The objectives of the work are well defined but the particular method and/or the process or equipment to be used must be selected from a range of available alternatives. For Employees undertaking rostering duties, the process often requires administration of the day to day rostering.

Specialist Knowledge and Skills

Employees will be required to plan, direct and train subordinate employees. Employees at this level are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit and operational stream plus have a detailed understanding of organisational protocols, policies and operating procedures.

Interpersonal Skills

Employees at this level will require effective and professional oral and written communication skills to communicate with residents, clients, family members, members of the public and other Employees. Employees at this level require the ability to gain co-operation and assistance from members of the public and other Employees in the performance of well-defined activities.

Progression Beyond this Level

Employees at this level may have the opportunity to progress to Level 4 where a position exists and the Employee possesses the required qualifications, along with the desire and ability to perform in the available position.

Indicative Tasks

Residential – Overall responsibility for the provision of personal care to residents. Coordinate and direct the work of employees as the department supervisor.

Home Care – This position will liaise with community groups, stakeholders and clients in a variety of ways e.g. onboard new clients according to the RFBI Policy and Procedures, case manage and review existing clients, rostering and directing employees accordingly. Liaise, plan and coordinated Allied Health professionals. Review more complex care needs under the directive of a health professional. Provide transportation support to health professional appointments and or in special circumstances.

Lifestyle – Overall responsibility for the provision of a recreational activities program. Coordinate and direct the work of employees.

Hospitality – Coordinate and direct the work of employees involved in the preparation and delivery of food. Schedule work programs. If employed as a Chef – manage the daily operations of the kitchen, plan and review menus and take overall responsibility for every meal produced, ensuring that all meals reflect the quality of meals expected at RFBI facilities. At this level Employees will be responsible for ensuring the compliance of the kitchen with Food Safety Regulatory Guidelines.

Small House – Coordinate and direct the work of Employees involved in the operation of a single home including administering medication in accordance with the care plans, undertaking a range of household activities and ensuring that all meals prepared in the home reflect the quality of meals expected at RFBI facilities.

Maintenance – Coordinate and direct the work of Employees performing gardening and maintenance duties. Coordinate and direct the work of sub-contractors. Schedule gardening and maintenance programs. Where required, let routine service contracts associated with gardening and maintenance. Ensure maintenance employees document appropriately activities undertaken and comply fully with all relevant legislation.

Administration - Coordinate and direct the work of employees performing administrative functions including but not limited to: efficiently distributing files and records; compiling reports; processing requests for information; providing information on current service provision and resource allocation within area of responsibility; identifying trends in client requirements; maintaining local IT infrastructure; managing diary on behalf of others; assisting with appointment preparation and follow up for others; organising business itineraries; making meeting arrangements; recording minutes of meetings; identifying credit facilities; and preparing content of documentation for meetings. Employees at this level will also be responsible for preparing a range business financial input documents for processing by head office.

Level 4 Employee

Qualifications and Training

An Employee at this level has:

- Diploma level qualifications (at a minimum) appropriate to the stream in which they work; or
- Another appropriate qualification; and/or
- Professional registration with the relevant Board as an Enrolled Nurse; and/or
- Relevant experience acceptable to RFBI.

Scope of the Role

An Employee at this level performs work above the skills of a Level 3 Employee. They may be engaged in duties of a specialist nature. Their work is supervised by professional or management employees. Employees at this level may be required to perform work at a lower level which is peripheral to their duties at Level 4.

Accountability and Extent of Authority

An Employee at this level is responsible for the quality of their own work and ensuring that they comply with all documentation and legislative requirements. They acknowledge and accept that they have a duty of care to residents, clients and their families. Employees at this level liaise and negotiate with other appropriate personnel to ensure residents' needs are addressed and their rights are upheld. Employees at this level recognise Level 6 Employees as the people responsible to assist their decision making and provision of care. An Employee at this level has a direct responsibility to ensure RFBI workplaces remain safe at all times and is therefore accountable for Work Health and Safety as it impacts upon their own work and the work others. In addition to this, they may be responsible for the planning and management of the work of others, coordinating resources and/or giving support to more senior employees. In positions where the prime responsibility is for resource coordination across multiple locations, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans. Employees at this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.

Employees with coordination responsibilities have the authority to direct employees at a lower level and are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all work health and safety policies and procedures.

Judgement and Decision Making

In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives. Problem solving at this level is often of a complex or of a technical nature with solutions not related to previously encountered situations and some creativity and originality are required. Judgement and initiative are required.

Specialist Knowledge and Skills

These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees, therefore employees at this level require an understanding of organisational policies and procedures and applicable legislation. Whatever the nature of the position,

employees at this level are required to apply knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific.

Interpersonal Skills

Employees at this level will require oral and written communication skills to communicate effectively with residents, clients, family members, members of the public and other employees. Employees at this level require the ability to gain co-operation and assistance from a range of stakeholders both internally and externally.

Progression Beyond this Level

Employees at this level may have the opportunity to progress to a higher level including those in management or corporate structures where a position exists and the Employee possesses the required qualifications, desire and ability to perform in the available position.

Indicative Tasks

Residential – Employees at this level exercise any and all supervisory functions in relation to the operation of the units. They are responsible for ensuring that all documentation requirements both legislative and as determined by RFBI are met. They identify, analyse, compare and act on information from a range of sources and demonstrates flexibility, autonomy and sound judgement in dealing with a range of issues and apply specialist technical skills, procedures and practices to deal with situations which may be in unexpected or frequently changing circumstances. Able to demonstrate fully the medication competencies that required to fulfil the inherent professional responsibilities of their role.

Home Care – Employees at this level exercise any and all supervisory functions in relation to the operation of home care services. Employees at this level require a thorough understanding of the relevant technology, procedures and processes used and are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees. Employees at this level must be able to demonstrate fully the requirements to fulfil the inherent professional requirements of their role.

Lifestyle – Employees at this level exercise any and all supervisory functions in relation to the operation of Lifestyle and Therapy activities over multiple facilities. Employees at this level require a thorough understanding of the relevant technology, procedures and processes used and are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

Hospitality – Employees at this level exercise any and all supervisory functions in relation to the operation of hospitality services. Employees at this level require a thorough understanding of the relevant technology, procedures and processes, regulations and precedents in ensuring accommodation support services deliver quality accommodation outcomes. In particular employees at this level will need to ensure that legislative requirements such as food safety and work health and safety standards are maintained above the minimum imposed government standards. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

Small House – Employees at this level exercise any and all supervisory functions in relation to the operation of multiple homes. This may include more than one home on the same campus. Employees at this level require a thorough understanding of the relevant technology, procedures

and processes, regulations and precedents in delivering accommodation support services in a home like environment. In particular, employees at this level will need to ensure that legislative requirements such as food safety and work health and safety standards are maintained in the home above the minimum imposed government standards. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees. Employees at this level must be able to demonstrate fully the requirements to fulfil the inherent requirements of their role.

Maintenance – Employees at this level exercise any and all supervisory functions in relation to the operation of maintenance services. Employees at this level require a thorough understanding of the relevant technology, procedures and processes, regulations and precedents in ensuring accommodation support services deliver quality accommodation outcomes. In particular employees at this level will need to ensure that legislative requirements such as work health and safety standards are maintained above the minimum imposed government standards. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

Administration - Employees at this level exercise any and all supervisory functions in relation to the operation of administration services. Employees at this level implement new and improved administration systems; update incoming publications; circulate publications; identify information source(s) inside and outside the organisation that require a thorough understanding of the relevant technology, procedures and processes used by RFBI. Employees at this level assist with the development of options for future strategies and planning to match future requirements including resource allocation. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

Level 5 Employee

Qualifications and Training

An Employee at this level has:

- Bachelor degree qualifications (at a minimum);
- Professional registration with the relevant Board as a Registered Nurse or Allied Health Professional; and
- Less than two years (or 3572 hours) of professional work experience.

RFBI may, at their discretion, recognise overseas professional experience in determining the appropriate classification level for professional employees.

Scope of the Role

An Employee at this level performs work within their relevant scope of practice. Employees at this level may work individually or in a team environment. They will be supported in the workplace either directly or indirectly by a Registered Nurse or Allied Health Professional (appropriate to their stream) at Level 6 or above. Employees who are new to this level, or the profession (with less than 12 months professional work experience) will be directly supervised. Employees at this level may also be expected to write reports in their field of expertise as appropriate.

Accountability and Extent of Authority

An Employee at this level is responsible for the quality of their own work and ensuring that they comply with all documentation and legislative requirements. They acknowledge and accept that they have a duty of care to residents, clients and their families. An Employee at this level has a direct responsibility to ensure RFBI workplaces remain safe at all times and is therefore accountable for Work Health and Safety as it impacts upon their own work and the work others. An Employee at this level may have responsibility for leading employees at lower levels.

Where they have been designated by RFBI as having responsibility for leading employees at lower levels they are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures.

Judgement and Decision Making

The objectives of the work are well defined, and if in doubt employees at this level will have access to higher level and more experienced professional employees.

Specialist Knowledge and Skills

Employees may be required to plan, direct and train subordinate employees in basic technical skills. Employees at this level are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit and operational stream plus have a detailed understanding of organisational protocols, policies and operating procedures.

Interpersonal Skills

Employees at this level will require oral and written skills to communicate effectively with residents, clients, family members, members of the public and other employees. Employees at this level require the ability to gain co-operation and assistance from a range of stakeholders in the performance of well-defined activities.

Progression Beyond this Level

Employees at this level will progress to Level 6 following the completion of 3572 hours of professional work experience.

Indicative Tasks

Nursing - Delivers quality nursing care within residential care and the community. Develops care plans and undertakes treatment. Manages and oversees nursing care procedures. Collaborates with other health professionals and service providers in the coordination, management and delivery of care. Delegates care to employees with the appropriate skills and expertise whilst maintaining overall accountability for the provision of care. Provides for the emotional needs of residents/clients and acts to decrease resident/client stress. Facilitates quality documentation to ensure compliance.

Allied Health - Organises own workload and undertakes integrated allied health service to meet client care needs. Promotes continuity of care, evaluates client progress and reviews care plans as appropriate. Provides evidence-based treatment to clients. Provides for the emotional needs of clients and acts to decrease client stress. Meets day-to-day reporting and client documentation requirements. Facilitates quality documentation to ensure compliance. Effectively performs as a team member and supports client centred care practice.

Level 6 Employee

Qualifications and Training

An Employee at this level has:

- Bachelor degree qualifications (at a minimum); and
- Professional registration with the relevant Board as a Registered Nurse or Allied Health Professional; and
- Completed a minimum of 3572 hours professional work experience.

RFBI may, at their discretion, recognise overseas experience in determining the appropriate classification level for professional employees.

Scope of the Role

Employees at this level work independently under minimal supervision. They may provide direction and leadership to lower level employees and, as such, are required to act as a positive role model to others. Employees at this level provide mentoring to less experienced employees within their stream and provide guidance and support to less experienced employees in care techniques and equipment. They may be required to participate in employee performance management activities. Employees at this level may also be expected to write reports in their field of expertise as appropriate.

Accountability and Extent of Authority

An Employee at this level is responsible for the quality of their own work and ensuring that they comply with all documentation and legislative requirements. They are required to adhere to quality standards including but not limited to Infection Control, Work Health and Safety, Privacy, Therapeutic Drugs and Poisons Act. An Employee at this level will also participate in continuous improvement activities and recommends changes to procedures and standards. Employees at this level are expected to comply with professional standards and duty of care.

Employees at this level may provide direction, leadership, administration and rostering of direct care employees including planning, directing and training team members and they are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures.

Judgement and Decision Making

Employees must exercise professional judgement in dealing with issues. For employees undertaking rostering or unit supervision, the employee must be cognisant of ensuring the skill mix of employees is appropriate to the care needs of residents and clients and the finite resources of the organisation. Recognises limits of professional competence and seeks guidance when they are unclear as to what steps should be taken.

Specialist Knowledge and Skills

Employees at this level will demonstrate good working knowledge of specific areas of practice, analysing resident and/or client situation and using multiple approaches to gather data to convert back into clinical care plans. They will demonstrate basic clinical reasoning skills and uses interpretative skills to make clinical decisions and initiates care plans. Employees at this level are expected to deal with and follow up straightforward clinical and professional issues, oversee medication management system (as appropriate) and demonstrate personal commitment to reflective practice and ongoing professional development

Interpersonal Skills

Employees this level require the ability to gain co-operation and assistance from a range of stakeholders in the performance of well-defined professional activities. Communicates effectively with employees and health professionals to ensure appropriate care outcomes are realised.

Progression Beyond this Level

Employees at this level may have the opportunity to progress a higher levels, including those in management and corporate structures, where a position exists and the Employee possesses the required qualifications, desire and ability to perform the position.

Indicative Tasks

Nursing - Delivers high quality nursing care within residential care and the community. Develops complex care plans and undertakes complex treatment (e.g. catheterisation and complex wound management). Provides nursing leadership and clinical supervision. Manages and oversees nursing care procedures. Collaborates with other health professionals and service providers in the coordination, management and delivery of care. Delegates care to employees with the appropriate skills and expertise whilst maintaining overall accountability for the provision of care. Provides supervision and mentoring to employees at lower levels. Provides for the emotional needs of residents/clients and, where supervising a residential care unit, acts to decrease stress in the unit. Facilitates quality documentation to ensure compliance.

Allied Health - Organises own workload and undertakes integrated allied health service to meet client care needs. Promotes continuity of care and evaluates client progress and reviews care plans as appropriate. Engages in therapeutic interactions, develops contextual strategies to facilitate appropriate access to health care. Provides supervision and mentoring to employees at lower levels. Provides for the emotional needs of clients and acts to decrease client stress. Meets day-to-day reporting and client documentation requirements. Facilitates quality documentation to ensure compliance. Effectively performs as a team member and supports client centred care practice.

Level 7 Employee

Qualifications and Training

An Employee at this level has:

- Post graduate qualifications in a specialised field; and
- Professional registration with the relevant Board as a Registered Nurse or Allied Health Professional.

Scope of the Role

Employees at this level work independently under minimal supervision. They may provide direction and leadership to lower level employees and as such are required to act as a positive role model to others. Employees at this level provide mentoring to less experienced employees within their stream and provide guidance and support to less experienced employees in care techniques and equipment. They may be required to participate in employee performance management activities. Employees at this level may also be expected to write reports in their field of expertise as appropriate. They act as a specialist gerontological resource to assist others in clinical decision-making and professional level tasks with thorough and advanced competence.

Accountability and Extent of Authority

An Employee at this level is responsible for the quality of their own work and ensuring that they comply with all documentation and legislative requirements. They are required to adhere to quality standards including but not limited to Infection Control, Work Health and Safety, Privacy, Therapeutic Drugs and Poisons Act. An Employee at this level will also participate in continuous improvement activities and recommends changes to procedures and standards. Employees at this level are expected to comply with professional standards and duty of care. Employees at this level shall be responsible for the development, implementation and delivery of programs to enhance clinical practice.

Positions in this level may provide direction, leadership, administration and rostering of direct care employees including planning, directing and training team members.

Judgement and Decision Making

Employees must exercise professional judgement in dealing with issues. They provide guidance, education and support to less experienced clinical employees in clinical care techniques and equipment.

Specialist Knowledge and Skills

Employees at this level have specialised knowledge of specific areas of practice. They demonstrate clinical reasoning skills and use interpretative skills to enhance the clinical practices of employees at lower levels. Complies with professional standards and duty of care.

Interpersonal Skills

Employees at this level communicate effectively with employees and health professionals to ensure a holistic view of care is taken and that quality care outcomes are achieved. They require the ability to gain co-operation and assistance from a range of stakeholders in the performance of well-defined professional activities.

Progression Beyond this Level

Employees at this level may have the opportunity to progress to higher levels, including those in management and corporate structures, where a position exists and the Employee possesses the required qualifications, desire and ability to perform in the available position

Indicative Tasks

Nursing – At this Level, a Registered Nurse may be a Clinical Nurse Specialist, Clinical Nurse Consultant or Clinical Nurse Educator.

Clinical Nurse Specialist means a Registered Nurse with specific post-registration qualifications and twelve months' experience working in the clinical areas of his or her specified post registration qualification.

Clinical Nurse Consultant means a Registered Nurse appointed as such to the position, who has at least five (5) years' post-registration experience and who has, in addition, approved post-registration nursing qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by RFBI.

Clinical Nurse Educator means a Registered Nurse with a post-registration certificate, who has relevant experience or other qualifications deemed appropriate by RFBI, who is appointed to the position of Clinical Nurse Educator. A Clinical Nurse Educator shall be responsible for the development, implementation and delivery of nursing education programmes within a residential aged care facility or group of residential aged care facilities. Nurse education programmes shall mean courses conducted such as post-registration certificates, continuing nurse education, clinical orientation programmes including new graduate programmes, and post-enrolment courses for Enrolled Nurses.

Allied Health - Organises own workload and undertakes advanced level allied health care activities. Develops and implements more complex allied health service plans. Provides day-to-day advanced professional advice to support clinical teams. May develop, deliver and evaluate allied health education and training. Adheres to duty of care and scope of practice and ethics. As appropriate consults with employees, external bodies and professionals on allied health care issues. Uses case management techniques to deal with and follow up complex clinical and professional issues. Exercises clinical judgment to assess situations and recommend effective solutions to issues.

Level 8 Employee

Qualifications and Training

An Employee at this level has:

- Expertise greater than that required at Level 7, including post-graduate qualifications at Masters level or above, in a specialised field or equivalent expertise/qualification accepted by RFBI; and
- Professional registration with the relevant Board as a Registered Nurse.

Scope of the Role

Employees at this level work autonomously and collaboratively in an advanced and extended role. They will provide direction and leadership to lower level employees and as such are required to act as a positive role model and resource to others. Employees at this level provide mentoring to less experienced employees within their stream and provide guidance and support to less experienced employees in care techniques and equipment. The Employee's role will be grounded in the profession's values, knowledge, theories and practice and provides innovative and flexible health care that complements the health care of residents. They may be required to participate in employee performance management activities. Employees at this level will be expected to write reports in their field of expertise as appropriate. They act as a specialist gerontological resource to assist others in clinical decision-making, education and professional level tasks with thorough and advanced competence.

Accountability and Extent of Authority

An Employee at this level is responsible for the quality of their own work and ensuring that they comply with all documentation and legislative requirements. They are required to adhere to quality standards including but not limited to Infection Control, Work Health and Safety, Privacy, Therapeutic Drugs and Poisons Act. An Employee at this level will also participate in continuous improvement activities and recommends changes to procedures and standards. Employees at this level are expected to comply with professional standards and duty of care. Employees at this level shall be responsible for the development, implementation and delivery of programs to enhance clinical practice.

Positions in this level may provide direction, leadership, administration and rostering of direct care employees including planning, directing and training team members.

Judgement and Decision Making

Employees must exercise professional judgement in dealing with issues. They provide guidance, education and support to less experienced clinical employees in clinical care techniques and equipment.

Specialist Knowledge and Skills

Employees at this level have specialised knowledge of specific areas of practice. They demonstrate clinical reasoning skills and use interpretative skills to enhance the clinical practices of employees at lower levels. Complies with professional standards and duty of care. They work autonomously and collaboratively in an advanced and extended role.

Interpersonal Skills

Employees at this level communicate effectively with employees and health professionals to ensure a holistic view of care is taken and that quality care outcomes are achieved. They require the ability to gain co-operation and assistance from a range of stakeholders in the performance of well-defined

professional activities. They work collaboratively as an independent member of the multidisciplinary health care team.

Progression Beyond this Level

Employees at this level may have the opportunity to progress to a different classification within the organisation in a Management or Corporate role where a position exists and the Employee possesses the required qualifications, desire and ability to perform in the available position

Indicative Tasks

Nursing – At this Level, a Registered Nurse may be a Nurse Practitioner or Senior Clinical Nurse Educator.

Nurse Practitioner means a Registered Nurse appointed as such and who is authorised by the Board, pursuant to the *Nurses Act 1991*, to practice as a Nurse Practitioner. A Nurse Practitioner is a Registered Nurse educated and authorised to function autonomously and collaboratively in an advanced and extended clinical role. The Nurse Practitioner responds to actual and potential health needs using advanced nursing expertise and knowledge. The scope of practice of a Nurse Practitioner is determined by the context in which the Nurse Practitioner is authorised to practice.

Senior Clinical Nurse Educator means a Registered Nurse with a post-registration certificate or appropriate qualifications who has recognised tertiary qualifications in education (or equivalent) and has demonstrated experience and skills in the field of education, and who is appointed to a position of Senior Clinical Nurse Educator. A Clinical Senior Nurse Educator shall be responsible for one or more Clinical Nurse Educators in the planning, coordination, deliver and evaluation of educational programmes such as post-registration certificate courses, continuing nurse education, clinical orientation programmes including new graduate programmes, and post-enrolment courses for Enrolled Nurses either in a residential aged care facility or in a group of residential aged care facilities.

Management Structure

Administration Manager

A person who is responsible for administration services.

Care Manager

Either an Enrolled Nurse or a Registered Nurse responsible for the oversight and delivery of care services in a residential aged care facility.

Catering Manager

A person who is responsible for catering services.

General Manager

A person who is responsible for a residential aged care service.

Hotel Services Manager

A person who is responsible for hotel services.

Maintenance Manager

A person who has trade qualifications and has overall responsibility for managing gardening and maintenance services.

SCHEDULE B – TRANSLATION TABLE

The purpose of this table is to demonstrate the translation from the classifications contained in the 2015 Enterprise Agreement to the classification structure in the 2018 Enterprise Agreement.

Current Classification	Current Hourly Wage Rate	New Structure Classification	New Wage Rate on Translation
Assistants in Nursing			
Without Certificate III	21.32	Not applicable	Not applicable
With Certificate III	21.60	Not applicable	Not applicable
Enrolled Nurse (with notation)	27.33	Level 4 Pay Point A	28.09
Enrolled Nurse			
1 st Year	27.33	Level 4 Pay Point A	28.09
2 nd Year	28.05	Level 4 Pay Point B	29.42
3 rd Year	28.70	Level 4 Pay Point B	29.42
Thereafter	29.39	Level 4 Pay Point B	29.42
Registered Nurse			
1 st Year	31.55	Level 5 Pay Point A	31.55
2 nd Year	33.47	Level 5 Pay Point B	33.47
3 rd Year	35.50	Level 6 Pay Point A	36.03
4 th Year	37.68	Level 6 Pay Point B	39.97
5 th Year & Thereafter	39.97	Level 6 Pay Point B	39.97
Clinical Nurse Specialist	41.61	Level 7 Pay Point A	45.14
Clinical Nurse Consultant	49.13	Level 7 Pay Point B	49.13
Nurse Practitioner			
1 st Year	54.72	Level 8 Pay Point A	54.72
2 nd Year	55.95	Level 8 Pay Point B	59.13
4 rd Year	57.57	Level 8 Pay Point B	59.13
Thereafter	59.13	Level 8 Pay Point B	59.13
Nurse Educator			
1 st Year	44.31	Level 7 Pay Point A	45.14
2 nd Year	45.56	Level 7 Pay Point B	49.13
3 rd Year	46.70	Level 7 Pay Point B	49.13
4 th Year	49.13	Level 7 Pay Point B	49.13
Senior Nurse Educator			
1 st Year	50.31	Level 8 Pay Point A	54.72
2 nd Year	51.35	Level 8 Pay Point B	59.13
3 rd Year	53.07	Level 8 Pay Point B	59.13
Care Service Employees			
New Entrant	19.26	New Entrant	20.17
Grade 1	21.10	Level 1 Pay Point B	22.44
Grade 2	22.44	Level 1 Pay Point B	22.44
Grade 3	23.84	Level 2 Pay Point B	23.87

Grade 4 – Level 1	25.11	Level 3 Pay Point A	25.11
Grade 4 – Level 2			
1 st Year	28.06	Level 4 Pay Point A	28.09
2 nd Year	28.70	Level 4 Pay Point A	28.09
3 rd Year	29.39	Level 4 Pay Point B	29.42
Home Care Employees			
New Entrant	20.17	New Entrant	20.17
Grade 1	21.23	Level 1 Pay Point B	22.44
Grade 2	22.27	Level 1 Pay Point B	22.44
Grade 3	23.87	Level 2 Pay Point B	23.87
Home Care Coordinators			
Grade 1	26.33	Level 3 Pay Point B	26.84
Grade 2	29.42	Level 4 Pay Point B	29.42
Clerical and Administrative Employees			
Grade 1	22.81	Level 1 Pay Point B	22.44
Grade 2	24.21	Level 1 Pay Point B	22.44
Grade 3	25.66	Level 2 Pay Point A	23.36
Grade 4	26.84	Level 3 Pay Point B	26.84
Grade 5	28.09	Level 4 Pay Point A	28.09
Diversional Therapists	27.57 – 31.21	Level 4 Pay Point A	28.09
Administration Manager	29.18 – 43.46	Administration Manager	29.18 – 43.46
Care Manager	46.24 – 50.39	Care Manager	46.24 – 50.39
Catering Manager	29.18 – 43.46	Catering Manager	29.18 – 43.46
General Manager	46.92 – 73.73	General Manager	46.92 – 73.73
Hotel Services Manager	29.18 – 43.46	Hotel Services Manager	29.18 – 43.46
Maintenance Manager	29.18 – 43.46	Maintenance Manager	29.18 – 43.46

SCHEDULE C – WAGE RATE SCHEDULE

Classification	Base hourly rate on translation (\$)	First pay period on or after 1/07/2018 (\$)	First pay period on or after 1/07/2019 (\$)	First pay period on or after 1/07/2020 (\$)	First pay period on or after 1/07/2021 (\$)
New Entrant	20.17	21.08	21.60	22.14	22.81
Level 1					
Pay Point A	21.46	22.00	22.55	23.11	23.80
Pay Point B	22.44	23.00	23.58	24.17	24.90
Level 2					
Pay Point A	23.36	23.94	24.54	25.16	25.91
Pay Point B	23.87	24.47	25.08	25.71	26.48
Level 3					
Pay Point A	25.11	25.74	26.38	27.04	27.85
Pay Point B	26.84	27.51	28.20	28.90	29.77
Level 4					
Pay Point A	28.09	28.79	29.51	30.25	31.16
Pay Point B	29.42	30.16	30.91	31.68	32.63
Level 5					
Pay Point A	31.55	32.34	34.65	35.51	36.58
Pay Point B	33.47	34.31	36.66	37.58	38.71
Level 6					
Pay Point A	36.03	36.93	39.35	40.34	41.55
Pay Point B	39.97	40.97	43.49	44.58	45.92
Level 7					
Pay Point A	45.14	46.27	47.43	48.61	50.07
Pay Point B	49.13	50.36	51.62	52.91	54.50
Level 8					
Pay Point A	54.72	56.09	57.49	58.93	60.70
Pay Point B	59.13	60.61	62.12	63.68	65.59
Managers					
Administration	29.18 – 43.46	29.91 – 44.55	30.66 – 45.66	31.43 – 46.80	32.37 – 48.20
Care	46.24 – 50.39	47.40 – 51.65	48.59 – 52.94	49.80 – 54.26	51.29 – 55.89
Catering	29.18 – 43.46	29.91 – 44.55	30.66 – 45.66	31.43 – 46.80	32.37 – 48.20
General	46.92 – 73.73	48.09 – 75.57	49.29 – 77.46	50.52 – 79.40	52.04 – 81.78
Hotel Services	29.18 – 43.46	29.91 – 44.55	30.66 – 45.66	31.43 – 46.80	32.37 – 48.20
Maintenance	29.18 – 43.46	29.91 – 44.55	30.66 – 45.66	31.43 – 46.80	32.37 – 48.20

SCHEDULE D – ALLOWANCES

Item	Brief Description	Clause No.	From first pay period on or after commencement of the agreement
1	In Charge Allowance (per shift)	21.1	\$24.86
2	Vehicle Allowance (per km)	21.2	As per ATO cents per kilometre rate
3	Single Location Allowance (per break)	21.2(f)	Equivalent of 10km at ATO cents per kilometre rate
4	Uniform Allowance (per week)	21.3(b)	\$7.40
5	Laundry Allowance (per week)	21.3(c)	\$6.05
6	On Call Allowance	21.4(a)	\$32.00
7	On Call Allowance (during meal break)	21.4(b)	30 minutes at ordinary rate of pay
8	Meal Allowance (when a meal is not provided)	21.5	\$23.10
9	Medications Allowance (per hour)	21.6	\$1.50

SCHEDULE E - SUPPORTED WAGE SYSTEM

E.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

E.2 In this schedule:

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

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

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

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

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

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

E.3 Eligibility criteria

E.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

E.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

E.4 Supported wage rates

- E.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause E.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- E.4.2 Provided that the minimum amount payable must be not less than \$86 per week.

- E.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

E.5 Assessment of capacity

- E.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

- E.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

E.6 Lodgement of SWS wage assessment agreement

- E.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with Fair Work Commission.

- E.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union, party to this agreement, is not a party to the assessment, the assessment will be referred by Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Commission within 10 working days.

E.7 Review of assessment

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

E.8 Other terms and conditions of employment

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

E.9 Workplace adjustment

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

E.10 Trial period

E.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

E.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

E.10.3 The minimum amount payable to the employee during the trial period must be no less than \$86 per week.

E.10.4 Work trials should include induction or training as appropriate to the job being trialled.

E.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.