



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Silver Chain Group Limited**  
(AG2021/8111)

## **SILVER CHAIN GROUP LIMITED NATIONAL (NON NURSING) ENTERPRISE AGREEMENT 2021**

Health and welfare services

COMMISSIONER PLATT

ADELAIDE, 30 NOVEMBER 2021

*Application for approval of the Silver Chain Group Limited National (Non Nursing)  
Enterprise Agreement 2021*

[1] An application has been made for approval of an enterprise agreement known as the *Silver Chain Group Limited National (Non Nursing) Enterprise Agreement 2021* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Silver Chain Group Limited (the Applicant). The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 8 November 2021.

[3] On lodgement of its Application, the Applicant provided a letter to the Commission noting that there had been a typographical error in the Agreement document that was voted on by the employees in relation to the following salary pay point:

- Schedule 1 – Salaries and Classification, 1.1 Rates of Pay – Silver Chain Group and ACNA Employees – Allied Health Professional Roles at Level 1 Pay Point 5 (effective fpp commencing on or after 1 July 2022).

[4] In its letter to the Commission, the Applicant made clear that the hourly amount for the above salary pay point should read \$43.83 rather than \$42.83. In my view, this error does not substantially affect the operation of the Agreement, and only goes to the benefit of the employees who voted on it. As such, I propose to exercise my powers under s.586 of the Act to amend the Agreement to correct this error.

[5] On 12 November 2021, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Applicant to address these matters including through the provision of an undertaking.

[6] At the conclusion of the conference, I provided the Applicant and the Health Services Union (HSU) an opportunity to consult in order to agree upon undertakings in order to resolve some of the concerns raised by the HSU during the conference.

[7] The Applicant has submitted an undertaking in the required form dated 29 November 2021. The undertaking deals with the following topics:

- The definition of a shift worker will be for the purposes of the National Employment Standards (NES).
- If an employee does not give the required period of notice, the employer will limit any deductions to no more than one week's wages.
- An agreement to vary ordinary hours under clause 7.2 will only be made with employees employed in the following roles:
  - 1.1 Silver Chain – Domestic Support Roles;
  - 1.1 Silver Chain – Personal Care Roles;
  - 1.2 RDNS – Domestic Support Roles; and
  - 1.2 RDNS – Personal Care Roles (the Selected Roles)

and will not allow for the spread of hours to extend beyond 8.00pm.

- Where an employee employed in the Selected Roles has agreed to work ordinary hours on 11 days in a fortnight, they will receive at least eight full days off work in each 28 day cycle.
- For the purpose of Clause 10.1 of the Agreement, the hourly rate of a casual employee is the hourly rate in Schedule 1, inclusive of the casual loading prescribed in Clause 5.3 of the Agreement.
- Clause 24 of the Agreement, regarding Respite/Sleepover work, will only be applied to 'Silver Chain – Personal Care Roles' and 'RDNS – Personal Care Roles'. When an employee performs Respite/Sleepover work, clause 25.7(c) of the *Social, Community, Home Care and Disability Services Industry Award 2010* (the SCHADS Award) will apply.
- The employer will not roster an employee to perform a Respite/Sleepover shift in accordance with clause 24.5 unless the employee would be better off when compared to the Award. Employees will be informed of the maximum number of hours they can perform without being worse off, and in the case that the time worked exceeds this amount, they will be paid the appropriate penalty rates.
- Clauses 7.18-7.23 of the Agreement, regarding split shifts, will only be applied to employees who are employed in the Selected Roles.
- Any time off in lieu of overtime (TOIL) which has not been taken will be paid out on termination at overtime rates.

- Clause 23 of the Agreement, regarding higher duties, will not be applied to employees who are employed in the Selected Roles.
- The reference to paying a Clothing Allowance in clause 21.3 of the Agreement incorporates the uniform and laundry allowances in clause 22.3(b) of the *Health Professionals and Support Services Award 2020* (the HPaSS Award).
- Employees who are paid an annualised salary who perform more overtime in a fortnight than the number of hours specified for their classification will be paid at overtime rates in accordance with clause 10.2 of the Agreement. The relevant hours of overtime for each classification are outlined in the undertakings attached to the Agreement.
- The rates of pay for Domestic Support Roles has been increased. The revised rates are outlined in the undertakings attached to the Agreement.
- For all part-time employees apart from those who are employed in the Selected Roles, clauses 10.2 and 10.3 of the HPaSS Award will apply in lieu of clause 5.16 of the Agreement.
- Ordinary hours worked between midnight on Saturday and midnight on Sunday will be paid at 200% of the ordinary rate of pay for all employees who are employed in the Selected Roles.
- Clauses 7.13-7.17 of the Agreement, regarding client cancellation, will only be applied to employees employed in the Selected Roles.
- For the purposes of subclause 13.5 of the Agreement, in assessing whether an employee has satisfactory performance, the employer will consider whether the employee has acquired the necessary skills to perform the entirety of their role and is using those skills, at all times, in a manner reasonably expected by the employer.
- Clauses 13.3 of the SCHADS Award will be applied to employees who are employed in the Selected Roles in lieu of clause 13.5 of the Agreement.
- If the employer closes all or a part of its business, employees will be entitled to choose whether or not they take paid annual leave during any close down.
- The employer will comply with its obligations under s.65 of the Act in respect of any requests for flexible working arrangements by its employees.

**[8]** A copy of the undertaking has been provided to the bargaining representatives and I have sought their views in accordance with s.190(4) of the Act. The bargaining representatives did not express any view on the undertaking.

**[9]** The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

**[10]** The Australian Nursing and Midwifery Federation (ANMF), Health Services Union (HSU) and the United Workers' Union (UWU), being bargaining representatives for the

Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers these organisations.

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

[12] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 30 June 2023.



COMMISSIONER

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

# **National (Non Nursing) Enterprise Agreement 2021**

**Silver Chain Group Limited**

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## **AGREEMENT ADMINISTRATION**

### **1 TITLE**

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This Agreement will be known as the *Silver Chain Group Limited National (Non Nursing) Enterprise Agreement 2021* (the “Agreement”).

### **2 COVERAGE**

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2.1 This Agreement will cover:

2.1.1 The following employers:

- (a) Silver Chain Group Limited, ABN: 77 119 417 018; and
- (b) Royal District Nursing Service of SA Limited, ABN 21 588 603 824 (“RDNS”) – a wholly owned subsidiary of the Silver Chain Group Limited; and
- (c) Access Care Network Australia Pty Ltd, ABN 39 601 017 430 (“ACNA”) – a wholly owned subsidiary of the Silver Chain Group Limited; and

2.1.2 Employees of Silver Chain Group Limited, RDNS and ACNA throughout Australia who are employed in the role categories and at the classification levels set out in Schedule 1; and

2.1.3 Subject to them applying to be covered by the Agreement pursuant to s.183 of the *Fair Work Act 2009*:

- (a) Australian Nursing and Midwifery Federation; and
- (b) United Workers Union; and
- (c) Health Services Union (“HSU”).

### **3 COMMENCEMENT, DURATION AND INTERACTION**

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3.1 This Agreement will commence operation seven days after the day the Agreement is approved by the Fair Work Commission.

3.2 The nominal expiry date of this Agreement will be 30 June 2023. However, this Agreement will continue to operate beyond the nominal expiry date until it is replaced or terminated in accordance with the *Fair Work Act 2009*.

3.3 Negotiations to review the Agreement will commence no less than three months prior to the nominal expiry date.

3.4 This Agreement operates to the exclusion of any modern award or other industrial instrument.



## 4 DEFINITIONS AND INTERPRETATION

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In this Agreement:

**“Act”** means the *Fair Work Act 2009* (Cth), as amended from time to time.

**“Agreement”** means this Enterprise Agreement.

**“Annualised Salary”** means the annual salary for an employee who is classified at a level for which the rate of pay in Schedule 1 is shown as an annual rate.

**“By Agreement”, “Mutual Agreement” or “Mutually Agreed”** means that agreement has only been reached if freely entered into by both the employer and employee(s). An employee and the employer will not be disadvantaged in any way by withholding agreement.

**“Casual employee”** means a person to whom:

1. An offer of employment is made on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work; and
2. The person accepts the offer on that basis; and
3. The person is an employee as a result of that acceptance.

**“Continuous service”** means a period during which an employee is employed by the employer, including any period of paid authorised absence. Periods of unpaid authorised absence do not constitute a break in service but do not count towards the length of an employee’s continuous service.

**“Day Worker”** means an employee engaged to work their ordinary hours within the span of 6:00am and 6:00pm on any day of the week.

**“Dom Care”** means the Domiciliary Care Services business purchased by SCG from the South Australian Department of Communities and Social Inclusion and integrated into RDNS.

**“Employee”** means an employee of the employer performing work as described in the classifications at Schedule 1.

**“Employer”** means an employer party named in sub-clause 2.1.1.

**“Fixed term employee”** means an employee who is engaged for a specified time or to perform a specific task.

**“Full-time employee”** means an employee engaged to work an average of 38 ordinary hours a week.

**“FWC”** means the Fair Work Commission.

**“Hourly rate”** means the ordinary hourly rate of pay for an employee who is classified at a level for which the rate of pay in Schedule 1 is shown as an hourly rate.

**“Immediate Family”** has the same meaning as in the Act, and includes the employee’s spouse, de facto partner (including a same-sex partner), child, parent, grandparent, grandchild or sibling of the employee, or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner (including a same sex partner) of the employee.

**“NES”** means the National Employment Standards as described in Part 2-2 of the Act.

**“Ordinary hours”** means the hours described as such in Clause 7 – Hours and Related Matters of this Agreement.

**“Ordinary rate of pay”** means an employee’s ordinary time rate of pay as set out in Schedule 1 of this Agreement, received for working ordinary hours excluding shift penalties, loadings and allowances (unless defined otherwise in this Agreement).

**“Part-time employee”** means an employee engaged to regularly work less hours than those described for a full-time employee, but whose hours of work are reasonably predictable.

**“Primary Care Giver”** means an employee who has the primary responsibility for the care of a child or adoptive child.

**“Shift worker”** means an employee engaged to work ordinary hours that include work outside the span of 6.00am and 6.00pm.

**“Union”** means a union referred to in Clause 2 – Coverage.

## **CONTRACT OF EMPLOYMENT**

### **5 CATEGORIES OF EMPLOYMENT**

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#### **Commitment to On-going Employment**

- 5.1 The employer recognises that permanent employment is the preferred form of engagement, and that fixed term contracts and casual engagements are not the preferred methods of delivery of services for employees covered by this Agreement. The employer undertakes to engage employees on a permanent basis where reasonably practicable.
- 5.2 Notwithstanding sub-clause 5.1, the employer may employ employees on arrangements that are most appropriate in the circumstances. The parties to this Agreement recognise that fixed term contract and casual employment are required to provide flexibility in meeting the needs of the business and its clients for both the employer and employees. The employer will work towards minimising the use of these modes of employment so far as is reasonably practicable.

#### **Casual Employees**

- 5.3 Casual employees will be paid a 25% loading in addition to the ordinary rate specified for their level of work in Schedule 1 of this Agreement.
- 5.4 Any shift, weekend and/or public holiday rates for a casual employee will be calculated on the casual hourly rate (ordinary rate plus casual loading).
- 5.5 Casual employees will not be entitled to the paid leave provisions in this Agreement. However, casual employees may be entitled to unpaid carer’s leave, unpaid parental leave and unpaid compassionate leave in accordance with the NES and long service leave, unpaid ceremonial leave and unpaid domestic and family violence leave.

#### **Casual Conversion**

- 5.6 For the purposes of this clause, reasonable grounds for refusal include that:

- 5.6.1 It would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual employee is not truly a regular casual employee.,
  - 5.6.2 It is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months.
  - 5.6.3 It is known or reasonably foreseeable that the hours of work, which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - 5.6.4 It is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
  - 5.6.5 Granting the request would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.
- 5.7 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

#### **Employee Initiated Conversion**

- 5.8 Casual employees who are engaged on a regular and systematic basis for the preceding 14 weeks may apply, in writing, to convert their contract to full or part-time employment as applicable having regard to their regular hours of work.
- 5.9 A regular casual employee means a casual employee who has, in the preceding period of 14 weeks, worked a pattern of hours on an on-going basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this Agreement.
- 5.10 The employer will provide a written response to any such request within 21 days and will only refuse the application, on reasonable business grounds and after there has been consultation with the employee.
- 5.11 A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- 5.12 The employer will set out the above rights in writing to a casual employee at the time of their initial engagement.

#### **Employer Initiated Conversion**

- 5.13 Once an employee reaches 12 months service, the following will apply:
  - 5.13.1 A casual employee employed with the employer for a period of 12 months, will be offered, in writing, the opportunity to convert to permanent employment on a basis that is consistent with the regular pattern of hours worked during the period of employment.
  - 5.13.2 The employer is not obliged to make an offer under sub-clause 5.13.1 if:

- (a) There are reasonable grounds not to make the offer; or
- (b) During at least the last 6 months of the period of employment, the employee has not worked a regular pattern of hours on an on-going basis which, without significant adjustment, the employee could continue to work as a full-time employee or a part-time employee.

However, the employer will provide the employee with a written notice advising that an offer of permanent employment will not be made and detail the grounds and reasons for not making the offer.

- 5.13.3 An offer under sub-clause 5.13.1 or a notice under sub-clause 5.13.2 will be provided to the employee within 21 days of the anniversary of their commencement.
- 5.13.4 Within 21 days of receiving an offer, the employee must give a written response stating whether the employee accepts or declines the offer. An employee will be considered to have declined the offer if they do not respond within this timeframe.
- 5.13.5 If the employee accepts the offer, the employer will discuss the following with the employee, within 21 days:
  - (a) Their status as either a full-time or part-time employee;
  - (b) The employee's hours of work after the conversion takes effect;
  - (c) The date the employee's conversion will take effect, which will not be later than the start of the next pay period commencing on or after the date of the new contract of employment; and
  - (d) Will issue the employee with a new contract of employment reflecting the changed arrangements.

### **Part-time Employees**

- 5.14 A part-time employee is an employee engaged to regularly work less than 38 ordinary hours per week.
- 5.15 Part-time employees will receive payment for wages and leave on a pro-rata basis to the rate prescribed for the class of work on which they are engaged, in proportion to which the ordinary hours relate to a full-time employee.
- 5.16 Before commencing part-time employment, the employer and employee will agree in writing on a regular pattern of work, including the number of guaranteed hours to be worked each fortnight and the rostering arrangements which will apply to those hours. The rostering arrangements do not have to provide the same number of hours for each week within the fortnight.
- 5.17 The terms of the agreement as to rostering arrangements may be varied by agreement and recorded in writing. Any such agreement may be on-going or for a specified period of time.
- 5.18 Part-time employees may agree to work additional ordinary hours or shifts at ordinary rates (plus any applicable shift or weekend penalties) subject to the spread of ordinary hours and normal rostering parameters of a full-time employee.

- 5.19 A part-time employee on an hourly rate of pay will not be obligated to accept any additional ordinary hours that are offered under sub-clause 5.18 of the Agreement.
- 5.20 The “*agreed ordinary hours*” of a part-time employee who is paid an hourly rate of pay will comprise:
- 5.20.1 The employee’s minimum fortnightly hours under sub-clause 5.16 of the Agreement;
  - 5.20.2 Any additional ordinary hours agreed by the employee under sub-clause 5.18 of the Agreement, provided those hours are agreed in advance of the commencement of the shift; and
  - 5.20.3 Any agreed additional hours worked in accordance with sub-clauses 7.39. and 7.40 of Clause 7 – Hours and Related Matters.

Provided that any agreed additional hours are consistent with sub-clauses 7.1, 7.2 and 7.4.

- 5.21 A part-time employee on an hourly rate of pay who is required by the employer to work in excess of or outside:
- 5.21.1 The ordinary hours limits in Clause 7 – Hours and Related Matters; or
  - 5.21.2 Their agreed ordinary hours;
- will be paid for such additional hours at the overtime rates in sub-clauses 10.2 to 10.4 of Clause 10 – Overtime.
- 5.22 Twelve months after initial engagement, a part-time employee who has regularly worked in excess of their contracted hours during that 12 month period may apply in writing to their Manager/Supervisor to have their contracted hours reviewed to more adequately reflect their actual hours worked provided that the contracted hours are not reduced. Agreement to review and formally respond to the request will not be unreasonably withheld. Further applications may then be made at 12 monthly intervals.
- 5.23 A review of an employee’s minimum contracted hours will not take into consideration additional hours worked by the employee to provide emergency relief cover or cover for annual leave, long service leave, parental leave or workers’ compensation.
- 5.24 Any increase in contracted hours must be agreed in writing and will take into account the forecasted need to continue the work the employee has been performing.

### **Fixed Term Employees**

- 5.25 An employee, other than a casual, may be employed by the employer for a fixed period of time or for a specific project or task of finite duration as outlined in the employee’s contract of employment.
- 5.26 Fixed term employees will receive the same benefits and leave payments as a permanent employee for the period of their employment on a pro-rata basis.

### **Notification**

- 5.27 The employer will provide all employees with a written contract of employment that specifies:
- 5.27.1 Their position;

- 5.27.2 Their pay classification;
- 5.27.3 Whether they are engaged on a full-time, part-time, casual or fixed term basis;
- 5.27.4 In the case of part-time employees, the minimum fortnightly hours of work as determined by the employer.

5.28 Once engaged, an employee's category as outlined under sub-clause 5.27.3, or a part-time employee's minimum fortnightly hours of work as outlined under sub-clause 5.27.4, will not be altered unless mutually agreed in writing between the parties.

## **Duties**

- 5.29 Employees are required to undertake all duties as directed by the employer which are within their skill and competence and in accordance with safe working practices.
- 5.30 Employees are required to meet and maintain a high level of performance in their position. The employer is committed to assisting employees to achieve this level of performance.
- 5.31 Where an employee cannot usefully be occupied in the job which the employee was engaged to perform, the employer may require the employee to perform other work which is within the employee's skill, competence or training.
- 5.32 Employees are required to comply with any reasonable request to transfer to another suitable post, position or location based on operational requirements. When proposing such measures the employer will consult with each employee and will take into consideration the employee's personal, family, and carer needs and responsibilities.

## **6 PROBATION**

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- 6.1 Employees, other than casuals, will initially be employed for a three month probationary period from their date of commencement.
- 6.2 Employee performance will be assessed during the probationary period.
- 6.3 Prior to the expiry of the initial three month probationary period, the employer may extend the probationary period for up to an additional three months.
- 6.4 At any time during the probationary period, employment may be terminated by:
  - 6.4.1 The employer giving the employee one week's notice or payment in lieu of notice unless the termination is for misconduct that justifies summary dismissal in which case no notice will apply; or
  - 6.4.2 The employee giving the employer one week's written notice.

## **HOURS OF WORK**

### **7 HOURS AND RELATED MATTERS**

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#### **Hours**

- 7.1 Ordinary hours of work will not exceed 10 hours in a shift.
- 7.2 Ordinary hours of work on any day will be worked within a spread of 12 hours unless the employer and the employee agree to a different spread of ordinary hours.
- 7.3 An employee will not be rostered to work a shift of less than three hours duration.

#### **Day Worker**

- 7.4 Ordinary hours of work will not exceed 76 hours in a fortnight.
- 7.5 Ordinary hours will not be worked over more than 10 days in a fortnight, provided that where an employee and the employer agree, ordinary hours may be worked over no more than 11 days in a fortnight.
- 7.6 A minimum of two days off duty in each fortnight must be taken in a block of two or more days unless otherwise mutually agreed between the employer and the employee.
- 7.7 Subject to sub-clauses 10.5 to 10.8 – Annualised Salary Employees under Clause 10 – Overtime, an employee who receives an annualised salary may be required to work such reasonable additional hours as are required to complete the employee's assigned duties and responsibilities.

#### **Ordinary Hours on Weekends and Public Holidays – Day Workers**

- 7.8 The provisions of this clause regarding work on weekends and public holidays do not apply to employees who are shift workers or who receive an annualised salary in accordance with sub-clause 13.2 of Clause 13 – Remuneration and Schedule 1. Employees who receive an annualised salary will not be required by the employer to work ordinary hours on weekends and public holidays.
- 7.9 All ordinary hours worked between midnight Friday and midnight on the following Saturday will attract a loading of 50%.
- 7.10 All ordinary hours worked between midnight Saturday and midnight on the following Sunday will attract a loading of 75%.
- 7.11 Subject to Clause 28 – Public Holidays, all ordinary hours worked on a public holiday will attract a loading of 150%.
- 7.12 The penalty rates in this clause will not be cumulative upon each other, but the employee will be paid the highest applicable penalty for the relevant ordinary hours worked.

#### **Client Cancellation**

- 7.13 Where a client cancels or changes the rostered home care service to another time or day, an employee will be provided with notice of a change in roster by 5.00 pm the day prior and in such circumstances no payment will be made to the employee.

- 7.14 If a full-time or part-time employee does not receive such notice, and the change results in the employee working less than their rostered hours, the employee will be entitled to receive payment for the rostered hours on that day.
- 7.15 If a casual employee does not receive such notice and has yet to commence work, the employee will be entitled to receive payment of one hour plus casual loading. Only one payment will be made per day.
- 7.16 If a casual employee does not receive such notice, and the employee has commenced work, the employee will be entitled to be paid for a minimum of three hours, provided that the employee may be directed to perform suitable alternative duties which are available to be performed.
- 7.17 The employer may direct the employee (excluding casuals) to make-up time equivalent to the cancelled time not paid, in that or the subsequent fortnightly period, if the cancellation results in the employee not working their guaranteed minimum ordinary hours of work per fortnight. This time may be made up working with other clients or in other areas of the employer's business providing the employee has the skill and competence to perform the work.

### **Split Shifts**

- 7.18 A “**split shift**” means a single shift worked by an employee that is interrupted by one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours.
- 7.19 Split shifts will only be worked by mutual agreement between the employee and the employer.
- 7.20 The span of hours for a split shift will not be more than 12 hours. The total hours of the split shifts within each day will not be less than three hours.
- 7.21 Payment for a split shift will be at ordinary rates, plus weekend penalty rates or shift allowances in accordance with sub-clauses 7.8 to 7.12 and sub-clauses 7.24 to 7.34 – Shift Worker. Shift allowances will be determined by the finishing time of the broken shift.
- 7.22 All work performed on a split shift:
- 7.22.1 Beyond the maximum span of 12 hours; or
  - 7.22.2 In excess of 10 hours;
- will be paid in accordance with Clause 10 – Overtime.
- 7.23 An employee must receive a minimum break of 10 hours between split shifts rostered on successive days.

### **Shift Worker**

- 7.24 Ordinary hours will not exceed an average of 38 hours a week over a fortnightly roster cycle.
- 7.25 The provisions of this clause do not apply to employees who are day workers or to employees who receive an annualised salary in accordance with sub-clause 13.2 of Clause 13 - Remuneration and Schedule 1. Employees who receive an annualised salary will not be required by the employer to work shift work.
- 7.26 All ordinary hours worked on shifts commencing before 6.00am Monday to Friday will attract a 15% loading.



- 7.27 All ordinary hours worked on a day shift that falls on Monday to Friday commencing at or after 6.00am and finishing at any time up to and inclusive of 6.00pm will be paid at the ordinary rate of pay i.e. at single time.
- 7.28 All ordinary hours worked on an afternoon shift Monday to Friday commencing on or after 12.00pm and finishing after 6.00pm but before or at midnight will attract a 15% loading.
- 7.29 All ordinary hours worked Monday to Friday on a shift that finishes after midnight and before 7.30 am on the following day will attract a loading of 35%.
- 7.30 All ordinary hours worked between midnight Friday and up to and including midnight on the following Saturday, will attract a loading of 50%.
- 7.31 All ordinary hours worked after midnight Saturday and up to and including midnight on the following Sunday will attract a loading of 75%. For any shift that commences on a Sunday, the 75% loading prescribed by this clause will continue beyond midnight until the completion of the ordinary hours of that shift on the following Monday morning.
- 7.32 Subject to Clause 28 – Public Holidays, all ordinary hours worked on a public holiday will attract a loading of 150%.
- 7.33 The penalty rates in this clause will not be cumulative upon each other, but the employee will be paid the highest applicable penalty for the relevant ordinary hours worked.
- 7.34 An employee changing from night to day shift or from day to night shift will not be rostered on duty during the 24 hours immediately preceding the changed shift. A shorter period may be worked by mutual agreement to enable the services to be carried out.

### **Rosters**

- 7.35 The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted at least two weeks before the commencement of the roster period.
- 7.36 Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, e-mail, noticeboard or other electronic rostering system.
- 7.37 It is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.

### **Change in Roster**

- 7.38 Seven days' notice will be given of a change in a roster.
- 7.39 However, a roster may be altered at any time to enable the service of the employer to be carried on where another employee is absent from duty pursuant to Clauses 26 – Personal/Carer's Leave and Grandparent Leave, 27 – Compassionate Leave, 32 – Ceremonial Leave and 33 – Domestic and Family Violence Leave or on account of illness, or in an emergency.
- 7.40 This clause will not apply where the only change in roster of a part-time employee is the mutually agreed addition of extra hours to be worked.

7.41 Subject to the Client Cancellation provisions in sub-clauses 7.13 to 7.17 and where the circumstances described in sub-clause 7.39 do not apply, where adequate notice under sub-clause 7.38 is not provided, the employer will pay to the affected employee the wages they would have ordinarily earned had they worked the rostered shift prior to the change, if that change resulted in a loss of pay to the employee.

### **Flexi-Time**

7.42 An employee may work their ordinary hours under a flexi-time arrangement upon request by the employee and following agreement between the employer and employee.

7.43 The employer may prescribe parameters for the working of flexi-time and the administration of flexi-time, including minimum staffing requirements, starting and finishing times, lunch break coverage and the accrual and utilisation of flexi-time.

7.44 Any flexi-time arrangement shall operate within the following parameters:

7.44.1 An employee shall not exceed 10 credit hours at the end of a pay period, where credit hours are hours worked in excess of the average of 38 hours per week. An employee is permitted to carry a maximum of 10 credit hours forward across pay periods.

7.44.2 Credit hours are to be cleared by the scheduling and taking of flexi-leave at a time agreed between the employer and employee.

7.44.3 However, where credit hours exceed 10 at the end of a pay period, the employer may roster the employee off duty during the subsequent pay period for either a half or full day to bring credit hours down below 10 hours.

7.44.4 Scheduled flexi-leave may be cancelled by the employer in response to operational necessity. If that occur, an employee may carry forward more than 10 hours for two fortnights.

7.44.5 An employee shall not incur debit hours.

7.44.6 Once an employee tenders notice of resignation, the employee shall not work additional credit hours.

7.44.7 On termination, credit hours to a maximum of 10 hours will be paid out.

## **8 REST BREAKS DURING ORDINARY HOURS**

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### **Meal Break**

8.1 An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes. The employee is responsible for ensuring that this break is taken during the working day, unless otherwise requested by the employer.

8.2 An employee who works not more than six hours may elect to forgo the meal break, with the consent of the employer.

8.3 Where an employee is required to work without a meal break or remain available during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.

## **Tea Break**

- 8.4 All employees are entitled to a paid 10 minute tea break for each four hours worked. The employee is responsible for taking this break at a time mutually agreed between the employee and the employer that is not going to impact on the needs of the business.
- 8.5 Such breaks may alternatively be taken as one paid 24 minute tea break, where mutually agreed between the employer and the employee.

## **9 REST BREAKS BETWEEN ROSTERED WORK FOR ORDINARY HOURS**

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- 9.1 An employee will be allowed a rest break of 10 hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.
- 9.2 The employer and employee may agree to vary the provisions of this clause to enable the services of the employer to be carried out.

## **10 OVERTIME**

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### **Hourly Employees**

- 10.1 This clause applies only to employees whose remuneration in Schedule 1 is described as an hourly rate. The provisions of sub-clause 10.2 do not apply to an employee who receives an annualised salary.
- 10.2 Subject to the other provisions of this Agreement, if the employer directs an employee to work in excess of or outside of the ordinary hours prescribed in Clause 7 – Hours and Related Matters, such hours will be deemed overtime and paid at the following rates:
- 10.2.1 Monday to Saturday (inclusive) – time and one half for the first two hours and double time thereafter;
- 10.2.2 Sunday – double time;
- 10.2.3 Public Holidays – double time and one half; and
- 10.2.4 25 December – double time and one half.
- 10.3 The above rates are not cumulative upon each other. The employee will be entitled to the highest applicable overtime penalty rate for the period of overtime.
- 10.4 For the purposes of calculating overtime, each day shall stand alone.

### **Annualised Salary Employees**

- 10.5 Sub-clauses 10.6 to 10.8 apply to employees who are paid an annualised salary in accordance with sub-clause 13.2 of Clause 13 – Remuneration and Schedule 1.
- 10.6 For the purpose of this clause, “excess hours” means hours worked in excess of 76 hours in any fortnight.

- 10.7 Except as provided by sub-clause 10.8, employees in receipt of an annualised salary will not be entitled to overtime payments under this Agreement.
- 10.8 An employee in receipt of an annualised salary may be paid overtime at the rates in sub-clause 10.2 for excess hours, if the excess hours are agreed in advance with the Manager and are deemed as:
- 10.8.1 Necessary for a specified project or a defined task; and
- 10.8.2 Unable for operational reasons to be performed within the employee's usual contracted hours.

### **Meal Allowance**

- 10.9 Where overtime is performed after the usual finishing hour of work beyond one hour, or in the case of shift workers when the overtime worked on any shift exceeds one hour, the employee will be entitled to a meal allowance of:
- \$13.90 from the first pay period commencing on or after 1 July 2021; and
- \$14.18 from the first pay period commencing on or after 1 July 2022.
- 10.10 Where such overtime exceeds four hours, the employee will be entitled to a further meal allowance of:
- \$12.54 from the first pay period commencing on or after 1 July 2021; and
- \$12.79 from the first pay period commencing on or after 1 July 2022.
- 10.11 Sub-clauses 10.9 or 10.10 will not apply when an employee could reasonably return home for a meal within the meal break.
- 10.12 This allowance has been adjusted in line with general percentage salary increases as prescribed at Clause 13 – Remuneration of this Agreement.
- 10.13 Where such increases lead to the allowance being less than the respective award meal allowance, the award rate will prevail.

### **Time Off In Lieu of Payment for Overtime**

- 10.14 In consultation with, and by approval of their Manager, employees may accrue overtime hours to be taken during quiet and mutually convenient times as time in lieu of paid overtime. The employee will be allowed time off proportionate to the payment to which they would be entitled.
- 10.15 Where an employee has elected to take time off in lieu of overtime and the period for such time off cannot be mutually agreed, the employee can request such time off in lieu of overtime be paid out to the employee at the appropriate overtime penalty rate.
- 10.16 Where an employee has elected to take time off in lieu of overtime and such time off has not been taken within three months of accrual, or agreement has not been made as to when the time is to be taken, the time off in lieu of overtime accrued will be paid out to the employee at the appropriate overtime penalty rate.

## **11 REST BREAKS DURING OVERTIME**

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- 11.1 An employee working overtime will take a paid rest break of 24 minutes after each four hours of overtime worked if required to continue to work after the break.

## **12 REST BREAKS AFTER OVERTIME**

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- 12.1 When overtime work is necessary, it will, wherever reasonably practicable, be arranged so that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- 12.2 An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, so that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 12.3 If, on the instruction of the employer, an employee resumes or continues to work without having had 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 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

## **REMUNERATION AND ALLOWANCES**

### **13 REMUNERATION**

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- 13.1 Ordinary rates are set out in Schedule 1 of this Agreement.

#### **Annualised Salary Employees**

- 13.2 Employees who are classified at or above the following levels in Schedule 1 will be paid their remuneration in the form of an annual salary:
- 13.2.1 Silver Chain Group - Business Support Roles – Level 6;
  - 13.2.2 Silver Chain Group – Allied Health Roles – Level 2;
  - 13.2.3 RDNS - Administration/Business Support Roles – Level 6; and
  - 13.2.4 RDNS – Allied Health Roles – Level 2;
- 13.3 The hourly rate of an annualised salary is calculated using the divisor of 1976.
- 13.4 Employees will be paid fortnightly by electronic transfer to their nominated bank, building society or credit union account.
- 13.5 Except as otherwise provided by this Agreement, and subject to the employee's satisfactory performance, progression within classification levels in Schedule 1, for which there is more than one pay point, will be on the later of:

- 13.5.1 Annual movement to the next pay point within the classification level; or
- 13.5.2 Completion of 1560 actual hours of work for the employer since the employee's previous incremental progression.

For the avoidance of doubt, nothing prevents the employer granting a delayed incremental progression once a performance concern is resolved.

13.6 The ordinary rates of pay in Schedule 1 will be increased as follows:

13.6.1 The rates specified as payable from the first pay period on or after 1 July 2020 are provided solely to assist in setting the rates which will be paid from the first pay period on or after 1 July 2021 and represent:

- (a) A 3% increase above 2019 rates for all Domestic Support Workers and Personal Care Workers; and;
- (b) A 2.5% increase above 2019 rates for all other employees.

13.6.2 The rates payable from the first pay period commencing on or after 1 July 2021 will be 2% higher than the rates specified in the column 1 July 2020.

13.6.3 The rates payable from the first pay period commencing on or after 1 July 2022 will be 2% higher than the rates specified in the column 1 July 2021.

13.7 If an employee is in receipt of an "agreed" ordinary rate of pay that is higher than the rates specified in Schedule 1 for the employee's classification, the increases in sub-clause 13.6 will not apply to that employee's actual ordinary rate of pay and will be absorbed into that employee's agreed over-Agreement rates.

13.8 Nothing in sub-clauses 13.6 or 13.7 will affect the rates of pay received by former Dom Care employees, whose current hourly rates of pay (as contained in PayGlobal and set out on their pay slips) will be continued unless their current rate of pay becomes less than the rate they are entitled to receive as set out in Schedule 1.

13.9 Progression to Silver Chain Allied Health Professional Level 3 pay Point 4 is limited to employees appointed to the position of Team Leader.

#### **Dom Care Classification Transition**

13.10 Following the commencement of the Agreement, former Dom Care employees will move from their current Dom Care position (as set out in Schedule 2) to a position within the RDNS business structure.

13.11 Schedule 2 sets out the Classification Level and Role within RDNS to which each former Dom Care employee will transition.

13.12 Where a former Dom Care employee transitions to a Classification Level with more than one pay point, the employee will transition to the applicable pay point which reflects the employee's length of continuous service in their current role with Dom Care and RDNS.

#### **Base Rate of Pay no less than Award**

13.13 No employee will receive a lesser base rate of pay than the applicable Award base rate of pay, as varied from time to time, for the employee's equivalent classification.

## **Classification Structure Review**

- 13.14 The employer undertakes to review the classification structure at Schedule 1 – Salaries and Classifications.
- 13.15 The purpose of the review is to identify the structural issues affecting the recruitment and retention of staff and to recommend appropriate modifications to the classification structure.
- 13.16 The Review will consider market based salary levels (relative to the employer's competitors) for each proposed vocational stream.
- 13.17 Notwithstanding sub-clause 3.3 of Clause 3 – Commencement, Duration and Interaction, the employer will commence negotiations with the parties to this Agreement on any proposed modification of the classification structure arising from the review no later than 6 months prior to the date of expiry of this Agreement.
- 13.18 The objectives and principles underpinning the review and development of a modified classification structure are:
- 13.18.1 The classification structure will be fit for purpose for a contemporary client driven service. Factors to be considered will include:
- (a) Recognition of the acquisition and utilisation of required at-level and/or higher level competencies;
  - (b) Provision for graduate entry based on the level of qualification attained, where applicable;
  - (c) Administrative efficiency;
  - (d) Consideration of opportunities for career advancement, e.g. merit selection and/or competency-based advancement; and
  - (e) Mechanisms and structural considerations for progression between and within classification levels.
- 13.18.2 The classification structure must facilitate recruitment through transparency in the interrelationship between competencies, qualifications and remuneration levels, making the structure more accessible to potential applicants and internal staff seeking career progression and promotional opportunities.
- 13.18.3 The classification structure is to be future oriented, flexible, responsive and adaptable to market conditions and to any changed circumstances within which the employer and the workforce it covers, operate.
- 13.18.4 Any classification structure must have regard for the objectives of providing consistency, transparency, flexibility and mobility for the employer and employees.
- 13.19 As part of this review, the employer will also give consideration to any future need for graduate and trainee provisions within this Agreement.

## **14 RECALL TO WORK WHEN NOT ON CALL**

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14.1 An employee who is:

14.1.1 Not required to be on call; and

14.1.2 Recalled to work after leaving the premises;

will be paid for a minimum of three hours' work at double the ordinary rate of pay.

14.2 The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.

14.3 If an employee is recalled to work, the employee will be provided with transport to and from their home or will be reimbursed the verified reasonable cost of the transport. If the employee uses their own vehicle for this purpose, the employee will be reimbursed in accordance with the motor vehicle allowance in this Agreement.

14.4 There is no requirement for an employee to attend to work when not rostered on call.

## **15 ON CALL OUTSIDE OF ORDINARY HOURS**

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15.1 From time to time employees may be rostered to be on call between rostered shifts of ordinary hours.

15.2 An employee who is rostered on call may be directed by the employer to remain readily contactable and available to attend work within a specified time period.

15.3 Any time spent by an employee on call will not be regarded as ordinary hours or time worked for any purpose whatsoever, and no paid leave entitlements will accrue in respect of the time worked on call.

15.4 The allowances in this clause will not be paid for any time which the employee is paid for a call out or telephone consultation in accordance with this clause.

15.5 For each hour that an employee is rostered to be on call, the following will apply:

15.5.1 From Monday to Friday, the employee will be paid an allowance equal to 18.75% of the ordinary hourly rate of pay of a full-time employee prescribed in Schedule 1 and no less than a total of:

\$21.17 for each 24 hour period or part thereof, from the first pay period commencing on or after 1 July 2021; and

\$21.59 for each 24 hour period or part thereof, from the first pay period commencing on or after 1 July 2022.

15.5.2 On a Saturday, Sunday, public holiday or any other day on which the employee is not rostered on duty, the employee will be paid an allowance equal to 28.13% of the ordinary hourly rate of pay for a full-time employee prescribed in Schedule 1 and no less than a total of:



\$42.24 for each 24 hour period or part thereof, from the first pay period commencing on or after 1 July 2021; and

\$43.09 for each 24 hour period or part thereof, from the first pay period commencing on or after 1 July 2022.

15.5.3 An employee rostered on call past midnight will, where the allowance for each day differs, be paid the highest allowance.

15.6 These on call rates have been adjusted in line with general percentage salary increases as prescribed at Clause 13 – Remuneration of this Agreement.

15.7 Where such increases lead to the on-call rates being less than the equivalent award on call rates, the award rate will prevail.

15.8 For employees undertaking Duty Risk Officer duties, a flat rate of \$35.00 per day will be paid when rostered to be on call in lieu of the allowances outlined under sub-clause 15.5 of this clause.

## **16 CALL OUT OUTSIDE OF ORDINARY HOURS**

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16.1 An employee who is rostered on call and called out to attend work outside of the employee's ordinary hours, will be paid for a minimum of three hours' work at the appropriate overtime rate.

16.2 An employee who is rostered on call and who provides a telephone/video consultation (but does not attend work as described in sub-clause 16.1) will be paid at double the ordinary rate of pay for the duration of the telephone/video call at a minimum of 30 minutes. However multiple occasions of telephone consultation within discrete half hour periods will not attract an additional payment.

16.3 An employee will not, as a result of the operation of this clause, be entitled to be paid twice in respect of the same period of time.

16.4 If an employee is recalled to work, the employee will be provided with transport to and from their home or will be reimbursed the verified reasonable cost of the transport. If the employee uses their own vehicle for this purpose, the employee will be reimbursed in accordance with the motor vehicle allowance in this Agreement.

16.5 This clause will not apply to employees when undertaking Duty Risk Officer duties.

## **17 ATTENDING OPTIONAL TRAINING AND MEETINGS OUTSIDE ROSTERED HOURS**

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17.1 Where an employee undertakes approved optional training or attends work-related optional meetings outside of rostered hours, they will be paid for that time at their ordinary rate (or hourly equivalent for annualised salary employees). Overtime and penalty rates will not be payable where an employee undertakes approved optional training or attends work-related optional meetings on a Saturday, Sunday or a public holiday.

## **18 TRAVEL TIME**

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- 18.1 Where an employee is required to travel on the employer's business during a shift, the travel time will be part of ordinary hours worked and paid for at the hourly rate (or hourly equivalent for annualised salary employees).
- 18.2 Time taken to travel during working hours from one visit to another is considered part of ordinary hours worked and the employee will receive payment for this time at the ordinary rate of pay plus any applicable shift penalties, loadings and allowances.
- 18.3 Where the employee is required and agrees to use their own motor vehicle, they will be entitled to a motor vehicle allowance as set out in Clause 20 – Motor Vehicle Allowance.

## **19 TRAVELLING AND ACCOMMODATION**

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- 19.1 If the employer cannot provide the appropriate transport when an employee is required to travel on duty, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer upon production of receipted account(s) or other reasonable evidence acceptable to the employer.
- 19.2 The mode of transport, meals and the standard of accommodation will be reasonably set by the employer for such purposes.

## **20 MOTOR VEHICLE ALLOWANCE**

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- 20.1 An employee required and authorised by the employer to use their own motor vehicle in the course of their duties will be paid a motor vehicle allowance of not less than:
- \$0.82 cents per kilometre travelled, from the first pay period commencing on or after 1 July 2021; and
- \$0.84 cents per kilometre travelled, from the first pay period commencing on or after 1 July 2022.
- 20.2 This allowance has been adjusted to reflect general percentage salary increases as prescribed at Clause 13 – Remuneration of this Agreement.
- 20.3 Where such increases lead to the allowance being less than the award motor vehicle allowance, the award rate will prevail.
- 20.4 Where a former Dom Care employee is currently not required to provide their private motor vehicle for work purposes, they will not be required to use their private motor vehicle for work purposes if they do not wish to do so.
- 20.5 Sub-clause 20.4 does not apply where the employee accepts a new position with RDNS or Silver Chain Group and a condition of that new position is the provision of their own vehicle.

## 21 CLOTHING RELATED MATTERS

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- 21.1 Where an employee's clothing or other personal effects (excluding female hosiery) is damaged or soiled in the course of their employment, the employer will be liable for the replacement, repair or cleaning of such clothing or personal effects, provided immediate written notification is given of such damage or soiling by the employee.
- 21.2 This clause will not apply where the damage or soiling is caused by the negligence of the employee.
- 21.3 In the event that the requirement to wear a uniform becomes compulsory during the life of this Agreement, then the provisions of the Award prescribing a Clothing Allowance for the compulsory wearing of a uniform shall apply.

## 22 DIRTY LINEN

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- 22.1 If an employee who is engaged in a position in Schedule 1 under the headings of Silver Chain Domestic Support Roles or RDNS Home Services (Care and Domestic Workers) is engaged in handling linen of a nauseous nature, other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification, the employee will be entitled to be paid an allowance for any week in which such work is performed of:
- \$12.15 from the first pay period commencing on or after 1 July 2021; and
- \$12.39 from the first pay period commencing on or after 1 July 2022.
- 22.2 This allowance will be adjusted at the same time and by the same percentage as the ordinary rate increase in sub-clauses 13.6.2, 13.6.3 and 13.6.4 of Clause 13 – Remuneration of the Agreement.

## 23 HIGHER DUTIES

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- 23.1 An employee paid hourly rates of pay required by the employer to relieve in a position attracting a higher rate of pay ("**relief employee**") for a period of not less than one working day, will be paid the higher rate of pay.
- 23.2 Any other employees required by the employer to relieve in a position attracting a higher rate of pay for a period of not less than three consecutive working days will be paid the higher rate of pay.
- 23.3 When a relief employee satisfactorily performs some, but not all, of the higher duties of the position, a rate of pay less than the rate the higher position normally attracts then a rate reflective of the percentage of duties being performed will be agreed between the employer and the employee prior to the performance of the higher duties.

## **24 RESPITE/SLEEPOVER**

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- 24.1 From time to time, an employee may be required to work a respite/sleepover assignment.
- 24.2 An employee works a respite/sleepover assignment for the purposes of this Agreement when the employee is required by the employer to remain on site at the workplace, as defined in this clause, between rostered shifts of ordinary hours to be available to attend to the personal care needs of residents or clients.
- 24.3 An employee working such a respite/sleepover assignment will receive an allowance of 30% of their ordinary hourly rate (or hourly equivalent for annualised salary employees).
- 24.4 Time spent by an employee on a respite/sleepover assignment under this clause will not be regarded as ordinary hours or time worked for any purpose whatsoever.
- 24.5 Where an employee is required by the client to perform work during the respite/sleepover assignment, the employee will be paid at their ordinary hourly rate (or hourly equivalent for annualised salary employees) for a minimum period of 30 minutes.
- 24.6 An employee will not be required to undertake any other duties for the employer during the respite/sleepover assignment.
- 24.7 The duration of a respite/sleepover assignment will be a minimum period of 8 consecutive hours and a maximum period of 12 consecutive hours.
- 24.8 An employee will not, as a result of the operation of this clause, be entitled to be paid twice in respect of the same period of time.
- 24.9 An employee may be rostered to work ordinary hours at either end of a respite/sleepover assignment provided that the employee will not be required to work ordinary hours at both the beginning and the end of such an assignment, unless mutually agreed between the employer and the employee.
- 24.10 For the purposes of this clause, the workplace means a place including a client's residence where the employer requires the employee to remain to attend to the needs of a client.

## **LEAVE**

### **25 ANNUAL LEAVE**

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- 25.1 Except as provided by this clause, annual leave is in accordance with the NES.
- 25.2 For each year of service, an employee (other than a casual employee) will be entitled to:
- 25.2.1 Four weeks of paid annual leave if they are a day worker; or
  - 25.2.2 Five weeks of paid annual leave if they are a shift worker; or
  - 25.2.3 Six weeks of paid annual leave if they are a shift worker who regularly works their ordinary hours over all of the seven days of the week and regularly works Sundays and public holidays.

- 25.3 An employee's entitlement to annual leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- 25.4 In addition to their ordinary pay, employees taking annual leave will be paid the higher of:
- 25.4.1 An annual leave loading of 17.5% of their ordinary pay on annual leave per annum; or
  - 25.4.2 An annual leave loading calculated by reference to the average hourly penalty received by the employee in respect of all time worked in the 8 weeks prior to taking the leave. For the purposes of calculating the average hourly penalty, only weekend and shift penalties received by the employee will be included.

### **Taking Paid Annual Leave**

- 25.5 Paid annual leave may be taken for a period mutually agreed between an employee and the employer. The employer will not unreasonably refuse to agree to a request by an employee to take paid annual leave.

### **Excessive Annual Leave Accruals**

- 25.6 Subject to sub-clause 25.10, where the employee has accrued the equivalent of eight weeks or more annual leave, the employer may, by giving an employee at least eight weeks' notice in writing, direct the employee to take annual leave (of no less than one week), provided that the direction does not result in the employee's remaining accrued entitlement to annual leave being less than six weeks.
- 25.7 An employee to whom a direction has been given under this clause may make a request to take paid annual leave as if the direction had not been given. The employer is not to take the direction into account in deciding whether to agree to such a request and will not unreasonably refuse to agree to the request.
- 25.8 If leave is agreed after a direction is issued and the direction would then result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks, the direction will be deemed to have been withdrawn.
- 25.9 An employee cannot be directed to take annual leave under this clause if the employee has made an application for annual leave within the 12 month preceding period and the application was rejected by the employer.
- 25.10 An employee will not be directed to take annual leave under this clause if agreement is reached between the employer and the employee that the employee can accumulate annual leave for a specific purpose.
- 25.11 The employer may, by giving employees at least six weeks' notice, temporarily close down all or part of its operation. Where this occurs, an employee may be required to take their accrued annual leave for the period of the close down. Where an employee affected by the close down has insufficient accrued annual leave, the employee may, subject to agreement with the employer:
- 25.11.1 Take annual leave in advance;
  - 25.11.2 Take leave without pay, or
  - 25.11.3 Take such other form of leave or paid time off that may be available to the employee.

### **Cashing Out of Annual Leave**

25.12 Employees may, if the employer agrees, cash out a proportion of their accrued annual leave entitlements in accordance with the following conditions:

25.12.1 Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid leave being less than four weeks;

25.12.2 Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and

25.12.3 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 foregone.

### **Purchasing of Extra Leave**

25.13 The intention of purchased extra leave is to provide up to an extra two weeks of annual leave for employees planning a special event and likely to exhaust all of their annual leave entitlement.

25.14 The employer, at its discretion, may offer permanent employees the opportunity to purchase up to an additional two weeks of leave each year.

25.15 Purchased extra leave enables the employee to access additional leave in a given year in exchange for a proportionate reduction in their salary over 12 months.

25.16 An employee wishing to purchase extra leave must request this in writing prior to the beginning of each financial year (i.e. 1 July each year). The employee's salary will then be reduced proportionately to pay for the leave.

25.17 Purchased extra leave is paid at the employee's ordinary rate of pay at the point of taking the leave. Annual leave loading and shift penalties do not apply to purchased extra leave.

25.18 Purchased extra leave cannot be taken until that year's annual leave accruals have been exhausted.

25.19 Purchased extra leave must be used within 24 months of it being fully accrued. If any leave purchased is not used by the end of this 24 month period, or if the employee wishes to cease the arrangement, any foregone salary will be re-credited and paid to the employee and the extra leave accrued will be extinguished.

## **26 PERSONAL/CARER'S LEAVE AND GRANDPARENT LEAVE**

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26.1 Except as provided by this clause, personal/carer's leave is in accordance with the NES.

### **Quantum**

26.2 An employee is entitled to take accrued paid personal/carer's leave if either:

26.2.1 The employee is unable to attend work because of personal illness or injury ("sick leave"), or

- 26.2.2 The employee is required to provide care or support to a member of the employee's immediate family or household, who requires care or support because of a personal illness or injury or an unexpected emergency ("**carer's leave**").
- 26.3 All employees (except casuals) are entitled to 10 days' paid personal/carers' leave which includes both sick and carers' leave for each 12 month period of continuous service. Part-time employees are entitled to a pro rata entitlement based on the average number of hours worked.
- 26.4 Paid personal/carers' leave accrues during any period of paid leave.
- 26.5 Paid personal/carers' leave is paid at the employee's ordinary rate.
- 26.6 Paid personal/carers' leave accumulates from year to year but is not paid out on termination of employment.
- 26.7 Where accrued entitlements are insufficient to cover an employee's personal/carers' leave requirements, an employee (including a casual employee) may take up to two days' unpaid carer's leave for each permissible occasion.
- 26.8 An employee may take additional unpaid carer's leave by mutual agreement between the employer and the employee.

### **Grandparent Leave**

- 26.9 Full-time and part-time employees are entitled to up to two days' paid Grandparents Leave in one occasion per 12-month period on the birth or adoption of a grandchild. This entitlement will be deducted from the employee's accrued personal/carers' leave balance.
- 26.10 The definition of "Grandparent" for eligibility of leave pursuant to this clause is an employee whose child becomes a parent by either birth or adoption.

### **Notice requirement**

- 26.11 To be entitled to paid personal/carers' leave during a period, the employee must notify their supervisor as soon as reasonably practicable that the employee is (or will be) absent from work during the period because of a personal illness or injury or caring responsibilities.

### **Documentation requirement**

- 26.12 To be entitled to paid personal/carers' leave for any absence, the employer may require an employee to, as soon as reasonably practicable, provide a medical certificate from a registered health practitioner or, where it is not reasonably practicable for the employee to provide a medical certificate, a statutory declaration signed 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 or caring responsibilities.
- 26.13 An application for paid personal/carers' leave will be supported by the evidence required by sub-clause 26.12, provided that supporting evidence is not required for up to 5 days of absence in any anniversary year where the leave is taken as single days or two consecutive day absences.
- 26.14 Notwithstanding sub-clause 26.13, where the employer has reason to believe the absence of an employee may not be reasonable or legitimate, the employer may require an employee to provide the evidence required by sub-clause 26.12 for all personal/carers' leave absences. An employee will be advised of this requirement, in writing, by the employee's Line Manager.

26.15 To be entitled to grandparent leave, the employer may require reasonable evidence of the birth or adoption of a grandchild.

### **Inability to comply with notice and documentation requirements**

26.16 The above notice and documentation requirements will not apply where information has been provided to the employer's satisfaction that an employee is unable to comply with them because of circumstances beyond the employee's control.

## **27 COMPASSIONATE LEAVE**

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27.1 Two days' paid compassionate leave can be taken for each occasion on the death or serious illness or injury of a member of the employee's immediate family or household.

27.2 Compassionate leave is paid at the employee's ordinary rate.

27.3 An employee who:

27.3.1 Is entitled to compassionate leave under this clause; and

27.3.2 Travels overseas or interstate in the event of the death overseas or interstate of a member of an employee's immediate family; and

27.3.3 Provides satisfactory evidence of the bereavement and the need to travel;

is entitled, subject to approval from their Manager, to access any accrued annual leave and/or any long service leave entitlement once the compassionate leave for the occasion has been exhausted. Long Service Leave must be taken in multiples consistent with the applicable State or Territory Long Service Leave legislation.

27.4 If an employee has exhausted or has no available accrued annual leave or long service leave entitlement, the employee may request a reasonable period of additional leave with pay. The employer will consider the circumstances and may, at its discretion, grant additional leave either with or without pay, to be agreed in advance, with their Manager.

27.5 Compassionate leave is otherwise in accordance with the NES.

## **28 PUBLIC HOLIDAYS**

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### **Entitlement to be absent from employment on a Public Holiday**

28.1 Subject to s.114 of the Act, an employee is entitled to be absent from their employment on a day or part-day that is a public holiday, provided that the employee's roster or the normal operation of the employer (or the practice of allocating work), consistent with the employee's contract of employment, does not include requiring the employee to work on a public holiday.

28.2 Subject to s.114 of the Act, where the employee's roster and the normal operation of the employer (or the practice of allocating work), consistent with the employee's contract of employment, does include work on a public holiday, the employer may require the employee to work on that public holiday.



## Meaning of Public Holiday

28.3 Each of the following days are public holidays for the purpose of this Agreement:

1 January (New Year's Day);  
26 January (Australia Day);  
Good Friday;  
Easter Monday;  
25 April (Anzac Day);  
The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);  
25 December (Christmas Day); and  
26 December (Boxing Day);

**Note:** These dates are in accordance with the NES as at the date of this Agreement but may change subject to any future changes to the NES.

28.4 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, or 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.

28.5 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 this clause, then the substituted day or part-day is the public holiday for the purposes of this Agreement.

28.6 The employer and an employee may agree on the substitution of a day or part-day for a day or part-day that would otherwise be a public holiday because of this clause.

28.7 When a public holiday falls on a Saturday or Sunday, such public holiday will be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or Monday, such holiday will be observed on the next succeeding Tuesday. Subject to relevant State legislation, this provision will not operate so as to result, because of this clause, in an employee being paid public holiday penalty rates on more than one day for the same nominated public holiday.

## Payment for Absence on Public Holiday

28.8 If a full-time or permanent part-time employee is absent from work (in accordance with this clause or section 114 of the Act) on a day or part-day that is a public holiday and that day would normally have been a day on which the employee worked ordinary time, the employer will pay the employee at the employee's ordinary rate of pay for the employee's ordinary hours of work on the day or part-day.

28.9 If the employee does not have ordinary hours of work that would have normally fallen on the day that is the public holiday, or is a casual employee who is not rostered on for the public holiday, the employee is not entitled to payment for that day. The employer will not manipulate or alter rosters for full-time or permanent part-time employees with the deliberate intention to deprive them of the benefit of any public holiday.

## Hours worked on a Public Holiday

28.10 Except as provided by sub-clause 28.13, an employee will be paid at the rate of double time and one-half for any work performed on a public holiday.

- 28.11 Employees who work on a public holiday and who are paid double time and one half in accordance with sub-clause 28.10 will not receive one day's leave as well.
- 28.12 Employees who work on a public holiday may elect in writing to be paid time and one half in lieu of double time and one half, and receive one day's leave as well.
- 28.13 Employees absent from work in accordance with sub-clause 28.8 and who are to be paid in accordance with that clause will not receive a day's leave as well.

## **29 PARENTAL LEAVE**

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- 29.1 Except as provided by this clause, parental leave is in accordance with the NES.
- 29.2 Eligible employees are entitled to take up to 12 months' unpaid parental leave upon the birth or the adoption of a child.
- 29.3 Eligible employees who take parental leave for their available parental leave period may request the employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period. All provisions of s.76 of the Act will apply to such a request.
- 29.4 An employee who is entitled to unpaid parental leave in accordance with the NES and who is the primary caregiver of the child is entitled to 12 weeks' paid parental leave at full pay or 24 weeks at half pay. Unless otherwise agreed by the employer, this paid leave must be taken in one continuous period and must commence no later than the date of birth or placement of the child.
- 29.5 An employee who becomes a parent or adoptive parent as described by the NES but who is not the primary care giver is entitled to two weeks' paid spousal leave at full pay or four weeks at half pay. Unless otherwise agreed by the employer, this paid leave must be taken in one continuous period and must commence no later than 12 weeks after the birth or placement of the child, except as provided otherwise by this clause.
- 29.6 Paid parental leave is calculated at the employee's ordinary rate of pay for the number of ordinary hours per week the employee is contracted to work.
- 29.7 If both parents are members of an employee couple as defined under the Act:
- 29.7.1 The maximum total period of available paid parental leave in respect of a particular child is 14 weeks; and
  - 29.7.2 The employee who is not the primary care giver is entitled to commence their paid spousal leave later than 12 weeks but no later than 24 weeks after the birth or placement of the child.
- 29.8 The notice and evidence requirements for the paid parental leave in this Agreement are the same as the notice and evidence requirements under the NES for unpaid parental leave, with the additional requirement that the employer may require reasonable evidence that an employee is the primary care giver.

### **Return to work after Parental Leave**

- 29.9 An employee will confirm their intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of parental leave.

- 29.10 On finishing parental leave, an employee is entitled to the position they held immediately before starting parental leave.
- 29.11 If the position referred to in sub-clause 29.10 is not available, the employee is entitled to an available position:
- 29.11.1 For which the employee is qualified; and
  - 29.11.2 That the employee is capable of performing, most comparable in status and pay to that of the employee's former position.
- 29.12 Where, immediately before starting parental leave an employee was acting in, or performing on a temporary basis the duties of the position referred to in sub-clause 29.10, that sub-clause applies only in respect of the position held by the employee immediately before taking the acting or temporary position.
- 29.13 Notwithstanding the provisions of this clause, an employee may request to return to work on a part-time basis (or reduced part-time basis in the case of an existing part-time employee) until the child reaches school age. Such a request may not be unreasonably refused.

## **30 LONG SERVICE LEAVE**

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- 30.1 Employees are entitled to long service leave in accordance with applicable State or Territory long service leave legislation except where an employee is entitled to an applicable award-derived long service leave term, that term will take precedence to the extent that the award-derived long service leave term is more beneficial to the employee.
- 30.2 Subject to sub-clause 30.3, an employee who has completed at least seven years of continuous service will be entitled to long service leave on a pro-rata basis according to completed years of service, for the purpose of:
- 30.2.1 Taking long service leave (subject to application and approval processes); or
  - 30.2.2 Taking a payment in lieu of long service in accordance with sub-clauses 30.7 to 30.9; or
  - 30.2.3 Payment of pro-rata long service leave on termination of employment.
- 30.3 Sub-clause 30.2 will not operate so as to breach a provision of the applicable State or Territory long service leave legislation.

### **Taking Long Service Leave**

- 30.4 Long service leave is paid at the employee's ordinary rate of pay.
- 30.5 By mutual agreement, long service leave may be taken at half the rate over twice the time or twice the rate over half the time, providing it is not inconsistent with the applicable State or Territory long service leave legislation.
- 30.6 By mutual agreement, a part-time employee or an employee whose ordinary hours have changed from part-time to full-time may take long service leave entitlements as reduced periods of full-time equivalent time off, providing it is not inconsistent with the applicable State or Territory long service leave legislation.

### **Cashing out Long Service Leave**

- 30.7 An employee who is entitled to long service leave may be entitled to a payment in lieu of the long service leave or a part of the long service leave if:
- 30.7.1 An individual agreement to that effect is made and recorded in writing and signed by the employer and the employee after the entitlement to the leave accrues to the employee; and
  - 30.7.2 The agreement reached and the payment in lieu of long service leave is not inconsistent with the applicable State or Territory long service leave legislation.
- 30.8 Long Service Leave which is cashed out will be paid out at the rate which the employee would have received had they taken the leave.
- 30.9 Long service leave is otherwise in accordance with applicable State or Territory long service leave legislation.

### **31 COMMUNITY SERVICE LEAVE**

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- 31.1 An employee is entitled, subject to the relevant State or Territory legislation, to paid community service leave for:
- 31.1.1 Active voluntary emergency management activities; and
  - 31.1.2 Jury duty (including attendance for jury selection).
- 31.2 Where applicable, community service leave is paid at the employee's ordinary rate.
- 31.3 If specific State or Territory legislation applies that contains more favourable provisions than this clause, the more favourable provisions will apply.
- 31.4 The employer also permits employees to take paid Defence Reserve Service Leave where they are enlisted in the Defence Reserves and are attending active duty.
- 31.5 Community service leave is otherwise in accordance with the NES.

### **32 CEREMONIAL LEAVE**

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- 32.1 An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of the employer.
- 32.2 Ceremonial leave does not accrue from year to year.

### **33 DOMESTIC AND FAMILY VIOLENCE LEAVE**

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- 33.1 The employer recognises that domestic and family violence occurs in every sector of the community and may also affect employees in the workplace. The employer is committed to providing support where it can to employees experiencing domestic violence to help them feel

safe and supported at work. Each family violence situation is different and therefore a range of provisions may be considered based on the circumstances.

33.2 For the purposes of this clause, “domestic and family violence” means violent, threatening or other abusive behaviour by a member of the employee’s immediate family or household (including a person related to the employee according to the Aboriginal or Torres Strait Island kinship rules) that seeks to coerce, or control the employee and that causes them harm or to be fearful. It includes behaviour from current or former partners in an intimate relationship. It may include physical, sexual, financial, verbal or emotional abuse.

33.3 Where:

33.3.1 A permanent full-time or part-time employee is experiencing domestic or family violence; and

33.3.2 Reasonable grounds exist; and

33.3.3 At the employer’s discretion;

the employer may grant paid domestic and family violence leave for up to 10 days per annum and upon such conditions agreed with the employee.

33.4 Unpaid domestic and family violence leave is available to full-time, part-time or casual employees.

33.5 An employee is entitled to five days unpaid leave as follows:

33.5.1 The leave is available in full at the start of each 12 month period of the employee’s employment;

33.5.2 The leave does not accumulate from year to year; and

33.5.3 Is available in full to part-time and casual employees.

33.6 A period of leave to deal with family and domestic violence may be less than a day by agreement between the parties. The employer may agree that an employee may take more than five days unpaid leave to deal with family and domestic violence.

33.7 An employee must give the employer notice of the taking of leave by the employee under this clause. The notice:

33.7.1 Must be given to the employer as soon as practicable (which may be a time after the leave has started); and

33.7.2 Must advise the employer of the period, or expected period, of the leave.

33.8 In considering any application for domestic violence leave, it is reasonable for the employer to require evidence that would satisfy a reasonable person that the leave is for the purposes of dealing with the impact of family and domestic violence where it is impractical for the employee to do that outside of their ordinary hours of work. This may include:

33.8.1 Making arrangements for their safety or the safety of a family member (including relocation);

33.8.2 Attending court hearings, obtaining legal assistance or accessing police services;

33.8.3 Attending medical appointments and counselling; and

33.8.4 Other activities associated with the experience of domestic and family violence.

33.9. Depending upon the circumstances such evidence may include a document issued by the police service, a court, or a family violence support service, or a statutory declaration.

33.10 Domestic and family violence leave is in addition to any other leave prescribed in this Agreement. Domestic and family violence leave without pay will not be taken into account when calculating the period of service for any purpose, including calculating long service leave. However, absence on domestic and family violence leave will not break continuity of service.

33.11 The employer will take steps to ensure information concerning any notice an employee has given or evidence an employee has provided under this clause, is treated confidentially as far as it is reasonably practicable to do so.

33.12 Nothing in this clause prevents the employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person. Information concerning an employee's experience of domestic and family violence is sensitive. The employer will consult with such employees regarding the handling of this information.

33.13 An employee is not entitled to take leave under this clause unless the employee complies with sub-clauses 33.7 and 33.8.

## **34 PROFESSIONAL DEVELOPMENT LEAVE**

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34.1 A permanent allied health employee is entitled to request up to 20 hours' paid professional development leave to participate in formal or informal education in which the employee will gain or maintain skills and knowledge that is relevant to their area of work or specialisation within their business unit.

34.2 This leave is available at the commencement of each anniversary year and where not fully utilised, will not be cumulative from year to year.

34.3 A request for professional development leave will not be unreasonably refused. However, the employer will take into consideration any previous professional development leave taken within the last 12 months, the employee's length of service, relevance, performance, operational requirements and overall cost.

### **First Aid Training**

34.4 In addition to the above-mentioned leave, permanent allied health employees may request to attend a first aid training course through the employer. Such employees will be released on pay for such attendance, subject to operational requirements.

34.5 The cost of the first aid training course is to be met by the employee where accreditation is required.

## **35 EMERGENCY LEAVE**

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- 35.1 In the event of an emergency, an employee may be granted a period of paid emergency leave, at the discretion of the employer, where the employee is unable to attend work due to circumstances outside of their control and which are a direct result of a natural disaster, a severe weather event or other emergency event. Emergency Leave may be considered in circumstances which include, but are not limited to, bush fires, cyclone/severe storm, floods, or earthquakes, that pose a threat to personal property or the lives of the employee's immediate family.
- 35.2 An application for paid emergency leave is to be made through the employee's Line Manager as soon as reasonably practicable and must indicate the duration of the requested leave. The application may be made via a phone call in the first instance, provided that where the leave is approved, the employee is required to submit a written application as soon as reasonably practicable thereafter.
- 35.3 Such leave does not accrue from year to year, will not break the continuity of service of the employee and will count for the purposes of accrual of other leave entitlements.
- 35.4 Emergency leave will not be granted for personal / carer's leave purposes or for any other form of leave that is available to an employee under this Agreement.

## **36 LEAVE WITHOUT PAY**

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- 36.1 By mutual agreement between the employer and a permanent employee, a permanent employee may be granted a period of leave without pay.
- 36.2 The period of leave will not break the continuity of service of the employee but will not count for the purpose of accrual of other leave entitlements.

## **OTHER CONDITIONS**

### **37 INDIVIDUAL FLEXIBILITY TERM**

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- 37.1 The employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- 37.1.1 The Agreement deals with one or more of the following matters:
- (a) Arrangements about when work is performed;
  - (b) Overtime rates;
  - (c) Penalty rates;
  - (d) Allowances; and
  - (e) Leave loading;
- and

37.1.2 The arrangement meets the genuine needs of the employer and the employee in relation to one or more of the matters mentioned in sub-clause 37.1.1 above; and

37.1.3 The arrangement is genuinely agreed to by the employer and the employee.

37.2 The employer will ensure that the terms of the individual flexibility arrangement:

37.2.1 Are about permitted matters under section 172 of the Act; and

37.2.2 Are not unlawful terms under section 194 of the Act; and

37.2.3 Result in the employee being better off overall than the employee would be if no arrangement was made.

37.3 The employer will ensure that the individual flexibility arrangement:

37.3.1 Is in writing; and

37.3.2 Includes the name of the employer and the employee; and

37.3.3 Is signed by the employer and the employee; and

37.3.4 Includes details of:

(a) The terms of this Agreement that will be varied by the arrangement; and

(b) How the arrangement will vary the effect of the terms; and

(c) How the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement;

and

37.3.5 States the day on which the arrangement commences.

37.4 The employer will give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed.

37.5 The employer or the employee may terminate the individual flexibility arrangement:

37.5.1 By giving no more than 28 days written notice to the other party to the arrangement;  
or

37.5.2 If the employer and the employee agree in writing — at any time.

## **38 SALARY PACKAGING**

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38.1 Employees are entitled to salary package in accordance with the employer Salary Packaging Policy or legislation as amended from time to time.

38.2 The salary packaging arrangement must comply with relevant taxation laws and the employer will not be liable for any additional tax, penalties or other costs payable or which may become payable by the employee.



## 39 SUPERANNUATION

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- 39.1 The employer will make superannuation contributions on behalf of employees in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 39.2 Contributions will be paid monthly and within 30 days of the end of each month.
- 39.3 For the purpose of this clause the employee's earnings base will include base rate, over-Agreement payments, shift and weekend penalties and will apply to all such earnings irrespective of the monthly earnings threshold stipulated by the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 39.4 Contributions will be paid into a complying superannuation fund nominated in writing by the employee.
- 39.5 If an employee does not nominate a complying superannuation fund, the employer will pay contributions into a fund authorised to provide a My Super product, currently Aware Super ("default fund"). The employer may alter the default fund by giving the affected employees 30 days' notice that contributions will be made into another complying fund, which must be a fund containing a My Super product.
- 39.6 The employer will continue to work to facilitate the making of superannuation contributions to Super SA by employees formerly employed by Dom Care on 30 June 2018 and now employed by RDNS.

## 40 OVERPAYMENT OR UNDERPAYMENT

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- 40.1 Any underpayment will be paid to the employee in the next pay period after the underpayment has been identified, calculated and approved by the employer.
- 40.2 In the event that the employer overpays an employee, the overpayment is a debt owing to the employer. By agreement, the employee may repay the amount owing to the employer, including by means of a written agreement to deduct from the employee's wages. If agreement is not reached on repayment, the employer may initiate proceedings to recover the amount by lawful means.
- 40.3 Where an employee's employment is terminated and as at the date of termination there is an overpayment of wages, the overpayment is a debt owing to the employer. By agreement, the employee may repay the amount owing to the employer. The employee may agree in writing that the amount owing to the employer may be deducted from any monies or entitlements owed to the employee. If agreement is not reached on repayment, the employer may initiate proceedings to recover the amount by lawful means.

## 41 WORKLOAD MANAGEMENT

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- 41.1 The parties agree that an effective mechanism will operate which introduces reasonable strategies and work practices that can reasonably be implemented to minimise the adverse effect of excessive workloads and to sustain the organisational commitment to Duty of Care. Such a mechanism would:
- 41.1.1 Address specific workload issues referred by employees and/or management;

- 41.1.2 Include effective processes for the referral of those workload issues not addressed through negotiation to the resolution of disputes procedure in this Agreement;
  - 41.1.3 Be capable of assessing the implications of workloads from a workplace health and safety perspective and refer relevant matters to the appropriate workplace health and safety processes; and
  - 41.1.4 Facilitate reasonable strategies to improve immediate and long-term workload issues.
- 41.2 The employer is committed to ensuring staffing levels are appropriate for the delivery of high quality care.
- 41.3 Should any employee feel the workload is unreasonably heavy, on a regular basis, then the employee has a responsibility to discuss any concerns with the appropriate Manager in the first instance.
- 41.4 Any dispute arising under this clause should be dealt with in accordance with Clause 44 – Resolving Workplace Concerns or Disputes.

## 42 SUPPORTED WAGE SYSTEM

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42.1 This clause 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.

42.2 In this clause:

**“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 wages because of a disability, as documents in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://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.

## Eligibility Criteria

- 42.3 Employees covered by this clause 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.
- 42.4 This clause 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.

## Supported Wage Rates

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

<b>Assessed Capacity (sub-clauses 42.10 and 42.11)</b>	<b>Relevant Minimum Wage</b>
<b>%</b>	<b>%</b>
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- 42.6 Provided that the minimum amount payable must be not less than:
- \$91.23 per week, from the first pay period commencing on or after 1 July 2021; and
- \$93.05 per week, from the first pay period commencing on or after 1 July 2022.
- 42.7 This allowance has been adjusted in line with general percentage salary increases as prescribed at Clause 13 – Remuneration of this Agreement.
- 42.8 Where such increases lead to the allowance being less than the award minimum amount, the award rate will prevail.
- 42.9 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

## Assessment of Capacity

- 42.10 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.
- 42.11 All assessments made under this clause 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.

### **Lodgement of SWS Wage Assessment Agreement**

42.12 All SWS wage assessment agreements under the conditions of this clause, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the FWC.

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

### **Review of Assessment**

42.14 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.

### **Other Terms and Conditions of Employment**

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

### **Workplace Adjustment**

42.16 Where the employer intends to employ a person under the provisions of this clause, they will 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 employees in the area.

### **Trial Period**

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

42.18 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.

42.19 The minimum amount payable to the employee during the trial period must be no less than the amount outlined at sub-clause 42.6.

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

42.21 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 sub-clauses 42.10 and 42.11.

## 43 CONSULTATION

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### General

43.1 This clause applies if the employer:

43.1.1 Has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

43.1.2 Proposes to introduce a change to the regular roster or ordinary hours of work of employees.

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

43.3 Once an employee has advised the employer of the identity of their appointed representative, the employer must recognise the representative for the purposes of consultation under this clause.

43.4 In this clause “relevant employees” means the employees who may be affected by a change referred to in sub-clause 43.1.

### Major Change

43.5 The employer must notify the potentially affected employees and their representatives (if any) of the decision to introduce the major change.

43.6 As soon as practicable after making its decision, and before a final decision has been made, the employer will discuss with the relevant employees and their nominated representatives:

43.6.1 The introduction of the change;

43.6.2 The effect the change is likely to have on the employees; and

43.6.3 Measures the employer is taking to mitigate the adverse effect of the change on the employees.

For the purposes of the discussion, the employer will provide the employee with bona fide opportunity to influence the final decision.

43.7 For the purposes of the discussion, the employer will provide, in writing, to all relevant employees:

43.7.1 All relevant information about the change including the nature of the change proposed;

43.7.2 Information about the expected effects of the change on the employees; and

43.7.3 Any other matters likely to affect the employees.

43.8 The employer is not required to disclose any confidential or commercially sensitive information to the employees.

43.9 The employer will give prompt and genuine consideration to matters that are raised by employees and/or their representatives in response to the change. The employer will formally respond to such matters and where practicable it will do so in writing.

43.10 For the purpose of this Agreement, a major change is likely to have a significant effect on employees if it results in:

43.10.1 The termination of the employment of employees;

43.10.2 Major change to the composition, operation or size of the employer's workforce or to the skills required of the employees;

43.10.3 The elimination or diminution of job opportunities (including opportunities for promotion or tenure);

43.10.4 The alteration of hours of work;

43.10.5 The need to retrain employees;

43.10.6 The need to relocate employees to another workplace; or

43.10.7 The restructuring of jobs.

43.11 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in sub-clause 43.2 and at sub-clauses 43.5 to 43.7 are taken not to apply.

### **Change to Regular Roster or Ordinary Hours of Work**

43.12 As soon as practicable after proposing to introduce the change and before a final decision has been made, the employer must:

43.12.1 Discuss with the relevant employees the introduction of the change;

43.12.2 Provide the employee with a bona fide opportunity to influence the final decision;

43.12.3 For the purposes of the discussion, provide to the relevant employees:

- (a) All relevant information about the change, including the nature of the change;
- (b) Information about what the employer reasonably believes will be the effects of the change on the employees; and
- (c) Information about any other matters that the employer reasonably believes are likely to affect the employees;

and

43.12.4 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).

43.13 The employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- 43.14 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees and/or their representatives. The employer will formally respond to such matters and where practicable it will do so in writing.
- 43.15 For the purpose of this clause, regular means the normal day(s) and shifts that the employee has been working up until the point of the proposed change. Consultation is not required under this clause in respect to roster changes that have been part of the employee's normal pattern of workdays and shifts.

## **44 RESOLVING WORKPLACE CONCERNS OR DISPUTES**

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- 44.1 An employee, Union, or the employer may notify a dispute under this clause.
- 44.2 If a dispute relates to:
- 44.2.1 A matter arising under the Agreement; or
  - 44.2.2 The NES including s.65(6) or s.76(4) of the Act;
- this clause sets out procedures to settle the dispute.
- 44.3 A party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 44.4 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.
- 44.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 44.6 The FWC will attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion, making a recommendation or by arbitration. If arbitration is necessary, the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 44.7 While the parties are trying to resolve the dispute using the procedures in this clause:
- 44.7.1 An employee must continue to perform their work as he or she would normally unless he or she has a reasonable concern about an imminent risk to their health or safety;  
and
  - 44.7.2 An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - (a) The work is not safe;
    - (b) Applicable occupational health and safety legislation would not permit the work to be performed;
    - (c) The work is not appropriate for the employee to perform; or

- (d) There are other reasonable grounds for the employee to refuse to comply with the direction.

44.8 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause, subject to the parties' right of appeal to the Full Bench of the FWC.

## **45 WORKPLACE REPRESENTATIVES (DELEGATES)**

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45.1 The employer recognises and acknowledges that accredited workplace union representatives have an important role to play in the workplace and may be appointed as endorsed representatives of the Union.

45.2 Accredited representatives will be treated fairly and be able to perform their role without any discrimination or victimisation in their employment.

45.3 Accredited representatives will be able to consult with union members and the union during normal working hours. When consulting with union members and the union, the representative should ensure that normal work expectations are met.

45.4 Accredited representatives will be able to place union information on designated notice boards provided for such purposes by the employer, and have reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a representative.

45.5 The Union will advise the employer of the details of the accredited representatives.

### **Paid Training Leave**

45.6 The employer will grant leave of absence to representatives who are nominated by the Union to attend short courses relevant to the representative's employment or the role of workplace representative, conducted by and/or on behalf of the Union.

45.7 A nominated employee representative will be granted up to a maximum of three day's paid leave per calendar year.

45.8 Leave of absence will be granted at the ordinary rate of pay and will not include shift allowances, penalty rates or overtime.

45.9 A maximum of 30 days paid training leave per annum pursuant to this clause will be available in total across the organisation. If this total has been utilised, it may be extended by mutual agreement between an employee who applies for such leave and the employer.

45.10 The amount of leave available pursuant to this clause is not cumulative from year to year.

45.11 The purpose of these provisions is to build positive working relationships between all parties and to facilitate conciliation.



## TERMINATION AND REDUNDANCY

### 46 NOTICE OF TERMINATION

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#### Notice by the Employer

46.1 Employment may be terminated by the employer by giving the employee notice in writing as prescribed by this clause.

46.2 The required period of notice, except for a casual employee, will be:

Employee's period of continuous service	Period of Notice
During the probation period	1 Week
After the probation period 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

46.3 The period of notice in sub-clause 46.2 is increased by one week if the employee is over 45 years old and has completed at least two years' continuous service with the employer.

46.4 The employment of a casual employee may be terminated on one hour's notice. Such notice need not be in writing.

46.5 The employer may pay an employee in lieu of the required period of notice. The employer may also require the employee to work out part of the required period of notice and pay the employee in lieu of the balance of the required period of notice.

46.6 Nothing in this clause affects the employer's right to dismiss an employee without notice for serious misconduct. In such cases, wages and any accrued entitlements will be paid up to the time of dismissal only.

#### Notice by Employee

46.7 An employee may terminate their employment upon written notice to the employer with the required notice period as outlined below:

Employee's period of continuous service	Period of Notice
During the probation period	1 week
After the probation period 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

46.8 A casual employee may terminate their employment on one hour's notice to the employer. Such notice need not be in writing.

46.9 If an employee fails to give the required notice, the employer has the right to withhold or deduct from any monies or entitlements owed to the employee an amount equal to the ordinary time pay for the notice period not given.

46.10 The employer and the employee may agree in writing upon a longer or shorter period of notice than prescribed in this clause.

## 47 REDUNDANCY

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47.1 Except as provided in this clause, Redundancy is in accordance with the NES and the Act.

47.2 In addition to the period of notice prescribed under sub-clause 46.2, an employee whose employment is terminated by the employer on the ground of redundancy will be entitled to the following amount of redundancy pay in respect of a period of continuous service, calculated at the employee's ordinary rate of pay for the employee's ordinary hours of work:

Period of Continuous Service	Redundancy Pay
Less than 1 year	3 weeks' pay
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years but less than 10 years	16 weeks' pay

47.3 Employees who have more than 10 years' continuous service with the employer will be entitled to one additional week's pay for every additional continuous year of service.

47.4 This clause does not apply to:

47.4.1 Employees whose employment is terminated or ceased for reasons other than redundancy;

47.4.2 Casual employees;

47.4.3 Probationary employees; or

47.4.4 Fixed term employees.

### Employee Leaving During Notice

47.5 An employee whose employment is to be terminated on the ground of redundancy may terminate their employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. In such circumstances the employee will not be entitled to payment in lieu of notice for the period of the notice not worked.

### Job Search Entitlement

47.6 During the period of notice of termination of employment given by the employer, an employee whose employment is to be terminated on the ground of redundancy will, for the purpose of

seeking other employment, be entitled to be absent from work during each week of notice up to a maximum of eight ordinary hours without deduction of pay.

- 47.7 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

### **Transfer to Lower Paid Duties**

- 47.8 Where an employee is transferred to lower paid duties by reason of redundancy the employee will continue to be paid their former ordinary rate of pay (rather than the lower rate) for a transitional period calculated in accordance with the table in sub-clause 46.2.

### **Transfer of Business**

- 47.9 The provisions of this clause are not applicable where:

47.9.1 The business or part of a business of, or any activity performed by, the employer is transferred from the employer to another employer ("**new employer**"); and

47.9.2 The employee accepts employment with the new employer which recognises the period of continuous service which the employee had with the employer to be continuous service of the employee with the new employer.

### **Dom Care Specific Provisions**

- 47.10 No former Dom Care employees will be discriminated against, targeted or identified as more suitable for redundancy (in comparison to other non-former Dom Care employees), because of their status as a former Dom Care employee or because of any employment conditions received by the former Dom Care employee as a result of this Agreement.

## **OBLIGATIONS**

### **48 CONFIDENTIALITY**

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- 48.1 During employment, employees must not divulge to a third party any information relating to the employer, its clients, employees or activities other than in the proper performance of the employee's duties.

- 48.2 Employees must comply at all times with the employer's Confidentiality Policy.

### **49 INTELLECTUAL PROPERTY**

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- 49.1 All intellectual property created by an employee in the course of their employment will be the property of the employer.

- 49.2 An employee must, on request by the employer, execute all documents necessary to confirm that all right, title and interest in and to any copyright and other intellectual property rights has been assigned to the employer.

## **50 POLICIES AND PROCEDURES**

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- 50.1 The employer has various policies which apply to the employees' employment. All employees are required to be familiar with and comply with all the employer policies and procedures as amended from time to time.
- 50.2 In the event of a conflict between this Agreement and a policy or procedure, this Agreement will prevail to the extent of any inconsistency.

## 51 SIGNATORIES

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Signed for and on behalf of:

**SILVER CHAIN GROUP LIMITED**

6 Sundercombe Street, OSBORNE PARK WA 6017



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**JACQUELINE SINCLAIR**

**AUTHORITY TO SIGN: GROUP MANAGER, HR SERVICES**

**DATE:** 21 October 2021

Signed for and on behalf of:

**AUSTRALIAN NURSING AND MIDWIFERY FEDERATION**

Level 1, 365 Queen Street, MELBOURNE VIC 3000



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**ANNIE BUTLER**

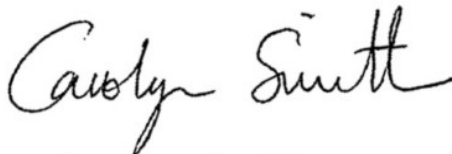
**AUTHORITY TO SIGN: FEDERAL SECRETARY**

**DATE:** 25 October 2021

Signed for and on behalf of:

**UNITED WORKERS UNION**

833 Bourke Street, DOCKLANDS VIC 3008



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**CAROLYN SMITH**

**AUTHORITY TO SIGN: NATIONAL DIRECTOR AGED CARE**

**DATE:** 27 October 2021

Signed for and on behalf of:

**HEALTH SERVICES UNION**

Suite 46, Level 1, 255 Drummond Street, CARLTON VIC 3053



\_\_\_\_\_  
**LLOYD WILLIAMS**

**AUTHORITY TO SIGN: NATIONAL SECRETARY**

**DATE:** 25/10/2021

Signed for and on behalf of:

**EMPLOYEE REPRESENTATIVES**

c/- Silver Chain Group, 6 Sundercombe Street, OSBORNE PARK WA 6017



\_\_\_\_\_  
**SIGNED**

**ROSS PEASE**

\_\_\_\_\_  
**PRINT FULL NAME**

**AUTHORITY TO SIGN: EMPLOYEE BARGAINING REPRESENTATIVE**

**DATE:** 21/10/2021

## SCHEDULE 1 - SALARIES AND CLASSIFICATIONS

### 1.1 Rates of Pay – Silver Chain Group and ACNA Employees

CLASSIFICATION LEVEL	INDICATIVE ROLES	BASE RATES		
		July 2020 \$ per hour	Effective fpp commencing on or after 1 July 2021 \$ per hour	Effective fpp commencing on or after 1 July 2022 \$ per hour
<b>SILVER CHAIN – DOMESTIC SUPPORT ROLES</b>				
<b>Pay Point 1</b> (formerly Increment 2)	Domestic Worker; Home Help; Maintenance Officer;	\$22.75	\$23.21	\$23.67
<b>Pay Point 2</b> (formerly Increment 3)	Cleaner; Support Worker (no Cert III).	\$22.90	\$23.35	\$23.82
<b>SILVER CHAIN – PERSONAL CARE ROLES</b>				
<b>Pay Point 1</b> (formerly Increment 3) (Cert III or equivalent experience)	Care Aide; Care Worker; Assistant in Nursing;	\$26.97	\$27.50	\$28.05
<b>Pay Point 2</b> (formerly Increment 4)	Respite Worker; Day Centre Assistant;	\$27.55	\$28.10	\$28.67
<b>Pay Point 3</b> (formerly Increment 5)	Therapy Assistant; Physiotherapy Assistant;	\$28.11	\$28.67	\$29.24
<b>Reliever</b> (additional on top of normal rate)	Therapy Assistant; Support Worker (Cert III).	\$2.06	\$2.06	\$2.06
<b>SILVER CHAIN – BUSINESS SUPPORT ROLES</b>				
<b>LEVEL 1</b> Positions at this level are generally entry level administrative, clerical support and service roles that undertake a range of well-defined duties.	Administration Assistant; Administrator; Clerk; Driver; Office Assistant.	\$27.16	\$27.71	\$28.26
<b>LEVEL 2</b> Positions at this classification level are typically experienced administrative and operational roles that provide specialist administrative support and/or coordinate a range of tasks, such as maintaining data bases, answering queries and compiling information for reports.	Administration Assistant; Administrator; Contact Centre Representative; Office Assistant; Officer; Receptionist.	\$30.17	\$30.77	\$31.38
<b>LEVEL 3</b> Positions at this level are generally high level administration roles which perform a wide range of integrated tasks in addition to liaising frequently with external stakeholders such as clients, vendors and suppliers to resolve a range of issues	Administration Assistant; Administrator; Analyst; Assessor; Consultant; Co-ordinator; Document Controller; Lead; Officer; Resource Co-ordinator; Resourcer; Senior Administrator; Team Leader Administration.	\$33.79	\$34.47	\$35.16
<b>LEVEL 4</b> Positions at this level are typically high level administrative or technical roles requiring advanced skills and extensive experience in a particular discipline. Work often involves a level of problem solving within well-established organisational boundaries.	Administrator; Advisor; Analyst; Assessor; Compacts Case Manager; Consultant; Co-ordinator; Designer; Document Controller; Educator; Information Technologist; Management Team Assistant; Navigator; Officer; Producer; Senior Officer; Team Leader.	\$38.29	\$39.06	\$39.84

CLASSIFICATION LEVEL	INDICATIVE ROLES	BASE RATES		
		July 2020 \$ per hour	Effective fpp commencing on or after 1 July 2021 \$ per hour	Effective fpp commencing on or after 1 July 2022 \$ per hour
<b>SILVER CHAIN – BUSINESS SUPPORT ROLES, Continued</b>				
<b>LEVEL 5</b> Positions at this level require specialised knowledge in a particular service or area. Positions have the ability to interpret practices and legislation. Work often involves using negotiation and influencing skills to guide the employer and staff through internal processes.	Advisor; Analyst; Assessor; Business Partner; Co-ordinator; Financial Accountant; Lead; Librarian; Manager; Navigator; Officer; Paralegal; Personal Assistant; Producer; Senior Officer; Specialist; Systems Engineer; Team Leader.	\$43.54	\$44.41	\$45.30
<b>LEVEL 6</b> Positions at this level are typically professional roles with experience in applying a particular discipline. A key function of positions in this group is to provide advice and support regarding a particular specialist area to staff and management across other areas of the employer.	Administrator; Advisor; Analyst; BI Developer; Business Development Partner; Business Partner; Designer; Developer; Lead; Manager; Engineer; Officer; Senior Advisor; Senior Assessor; Specialist; Team Leader.	\$99,946.08 pa	\$101,961.60 pa	\$103,996.88 pa
<b>LEVEL 7</b> Positions at this level are typically senior professional/ technical staff or managers with staff management responsibilities.	Analyst; Architect; Business Partner; Financial Accountant; In-House Counsel and Privacy Officer; Lead; Manager; Partner; Senior Analyst; Senior Business Partner; Senior Financial Accountant; Specialist; Team Leader.	\$119,666.56 pa	\$122,057.52 pa	\$124,488.00 pa



CLASSIFICATION LEVEL	INDICATIVE ROLES	July 2020 \$ per hour	Effective fpp commencing on or after 1 July 2021 \$ per hour	Effective fpp commencing on or after 1 July 2022 \$ per hour
<b>SILVER CHAIN – ALLIED HEALTH PROFESSIONAL ROLES</b>				
<b>Level 1</b>	Graduate Dietitian, OT; Physio; Allied Health positions will have attained through degree level study a combination of theoretical concepts and practical techniques to enable professional work to be undertaken within a professional discipline.	\$38.29	\$39.06	\$39.84
Pay Point 1 (3yr degree)				
Pay Point 2 (4yr degree)		\$39.26	\$40.04	\$40.84
Pay Point 3		\$40.20	\$41.00	\$41.82
Pay Point 4		\$41.17	\$42.00	\$42.84
Pay Point 5	\$42.13	\$42.97	\$43.83	
<b>Level 2</b>	Experienced Allied Health. Work is performed under reduced professional direction, requires expertise in one or more fields within a discipline. Educator; Exercise Physiologist; AH Liaison Co-ordinator; Podiatrist; OT; Physio; Spiritual Care Worker; Social Worker.	\$86,035.04 pa	\$87,754.16 pa	\$89,512.80 pa
Pay Point 1				
Pay Point 2		\$88,623.60 pa	\$90,402.00 pa	\$92,219.92 pa
Pay Point 3		\$91,212.16 pa	\$93,030.08 pa	\$94,887.52 pa
Pay Point 4		\$93,780.96 pa	\$95,658.16 pa	\$97,555.12 pa
Pay Point 5	\$96,349.76 pa	\$98,266.48 pa	\$100,242.48 pa	
<b>Level 3</b>	Leadership role within AH discipline. Requires high level of discipline knowledge. Pharmacist; Team Leader; Senior Allied Health Professional.	\$99,946.08 pa	\$101,961.60 pa	\$103,996.88 pa
Pay Point 1				
Pay Point 2		\$102,929.84 pa	\$104,984.88 pa	\$107,079.44 pa
Pay Point 3		\$105,933.36 pa	\$108,047.68 pa	\$110,201.52 pa
Pay Point 4		\$113,046.96 pa	\$115,299.60 pa	

## 1.2 Rates of Pay – RDNS Employees

CLASSIFICATION LEVEL	KNOWLEDGE AND EXPERIENCE	INDICATIVE ROLES	BASE RATES		
			July 2020 \$ per hour	Effective fpp commencing on or after 1 July 2021 \$ per hour	Effective fpp commencing on or after 1 July 2022 \$ per hour
<b>RDNS – DOMESTIC SUPPORT ROLES</b>					
<b>Pay Point 1</b> (formerly Level 2 Step 2)	Employees at this level work under limited direction, either individually or in a team and work unsupervised in the community setting performing indirect care duties.	Domestic Worker	\$21.90	\$22.34	\$22.78
<b>Pay Point 2</b> (formerly Level 3)	Employees at this level must currently be undertaking a relevant AQF Certificate III (or equivalent) and have sufficient knowledge and less than 1560 hours of relevant experience to perform the duties under indirect supervision but may not have a relevant qualification.	Domestic Worker	\$22.51	\$22.96	\$23.41
<b>RDNS – PERSONAL CARE ROLES</b>					
<b>Pay Point 1</b> (formerly Level 4)	Entry level for direct care staff who hold a relevant AQF Certificate III (or equivalent) but have no previous experience.	Care Worker	\$23.78	\$24.26	\$24.74
<b>Pay Point 2</b> (formerly Level 5)	Hold an AQF Certificate III (or equivalent) relevant to the position plus more than 1560 hours of relevant experience.	Care Worker	\$24.52	\$25.01	\$25.52
<b>Pay Point 3</b> (formerly 5A)	Employees at this level are senior/advanced, skilled care employees, in as much as they: Hold an AQF Certificate III (or equivalent), or above relevant to the position; plus, relevant experience with the employer (RDNS).	Care Worker	\$25.01	\$25.52	\$26.03

CLASSIFICATION LEVEL	KNOWLEDGE AND EXPERIENCE	INDICATIVE ROLES	BASE RATES		
			July 2020 \$ per hour	Effective fpp commencing on or after 1 July 2021 \$ per hour	Effective fpp commencing on or after 1 July 2022 \$ per hour
<b>RDNS – BUSINESS SUPPORT ROLES</b>					
<b>Level 1</b> Pay Point 1	Basic knowledge of clerical and administration practices and procedures. Some knowledge of RDNS and the service provided.	Administrator; Clerk.	\$23.34	\$23.81	\$24.28
Pay Point 2			\$23.92	\$24.40	\$24.89
Pay Point 3			\$24.58	\$25.07	\$25.57
Pay Point 4			\$25.17	\$25.68	\$26.19
Pay Point 5			\$25.76	\$26.27	\$26.80
Pay Point 6			\$26.41	\$26.94	\$27.48
<b>Level 2</b> Pay Point 1	Knowledge of established work practices and procedures. General specialist knowledge and experience. Working knowledge of RDNS.	Administration Assistant; Co-ordinator; Customer Centre Representative; Officer.	\$28.09	\$28.65	\$29.22
Pay Point 2			\$29.24	\$29.83	\$30.42
Pay Point 3			\$30.39	\$31.00	\$31.62
<b>Level 3</b> Pay Point 1	Broad knowledge of RDNS functions and activities. Sound knowledge of the major activity performed within the work area. May have attained a required level of knowledge in a particular discipline through post-secondary education.	Administrator; Co-ordinator; Educator; Officer; Shift Lead; Team Leader.	\$32.70	\$33.35	\$34.02
Pay Point 2			\$33.87	\$34.54	\$35.23
Pay Point 3			\$35.01	\$35.71	\$36.43
<b>Level 4</b> Pay Point 1	Knowledge of RDNS programs, policies and activities, and the role of structure and/or service functions. Sound specialist knowledge gained through experience, training or education.	Administrator; Co-ordinator; Officer; Team Leader.	\$37.37	\$38.12	\$38.88
Pay Point 2			\$38.23	\$39.00	\$39.78
Pay Point 3			\$39.10	\$39.89	\$40.68
<b>Level 5</b> Pay Point 1	Specialist knowledge gained through experience, training or education. Knowledge of RDNS programs and government policies. Knowledge of organisational structures and functions.	Librarian; Manager; Team Leader.	\$41.68	\$42.51	\$43.36
Pay Point 2			\$43.28	\$44.14	\$45.02
Pay Point 3			\$44.99	\$45.89	\$46.80
Pay Point 4			\$46.69	\$47.62	\$48.57
<b>Level 6</b> Pay Point 1	General knowledge of policy and procedures. Requires a significant level of discipline knowledge and competence gained through experience, training or education.	Developer; Manager.	\$95,421.04 pa	\$97,318.00 pa	\$99,274.24 pa
Pay Point 2			\$98,345.52 pa	\$100,321.52 pa	\$102,317.28 pa
Pay Point 3			\$101,270.00 pa	\$103,305.28 pa	\$105,360.32 pa
<b>Level 7</b> Pay Point 1	Detailed knowledge of policy, procedures and practice. Application of a high level of discipline knowledge.	(Senior Professional Staff and Management) Lead; Manager; Partner; Team Lead.	\$105,320.80 pa	\$107,435.12 pa	\$109,569.20 pa
Pay Point 2			\$108,383.60 pa	\$110,537.44 pa	\$112,750.56 pa
Pay Point 3			\$111,288.32 pa	\$113,521.20 pa	\$115,793.60 pa
Pay Point 4			\$114,311.60 pa	\$116,603.76 pa	\$118,935.44 pa

CLASSIFICATION LEVEL	KNOWLEDGE AND EXPERIENCE	INDICATIVE ROLES	BASE RATES		
			July 2020 \$ per hour	Effective fpp commencing on or after 1 July 2021 \$ per hour	Effective fpp commencing on or after 1 July 2022 \$ per hour
<b>RDNS – ALLIED HEALTH PROFESSIONAL ROLES</b>					
<b>Level 1</b>	OT, Physio. Positions will have attained through degree level study a combination of theoretical concepts and practical techniques to enable professional work to be undertaken within a professional discipline	Dietitian; Occupational Therapist; Physiotherapist; Podiatrist; Social Worker; Speech Pathologist.	\$31.65	\$32.29	\$32.93
Pay Point 1 (3 yr degree)			\$33.16	\$33.82	\$34.50
Pay Point 2 (4 yr degree)			\$34.67	\$35.36	\$36.07
Pay Point 3			\$36.18	\$36.91	\$37.64
Pay Point 4			\$38.44	\$39.21	\$39.99
Pay Point 5			\$39.94	\$40.74	\$41.56
Pay Point 6			\$40.70	\$41.52	\$42.35
<b>Level 2</b>	Senior OT; Senior Physio; Senior Allied Health work performed under reduced professional direction, requires expertise in one or more fields within a discipline.	Dietitian; Occupational Therapist; Physiotherapist; Podiatrist; Social Worker; Speech Pathologist.	\$85,165.60 pa	\$86,864.96 pa	\$88,603.84 pa
Pay Point 1			\$88,149.36 pa	\$89,908.00 pa	\$91,706.16 pa
Pay Point 2			\$91,508.56 pa	\$93,346.24 pa	\$95,203.68 pa
Pay Point 3			\$94,887.52 pa	\$96,784.48 pa	\$98,720.96 pa
<b>Level 3</b>	Leader Allied Health Manager/Leadership role within AH discipline, requiring high level of discipline knowledge.	Equipment Lead; Manual Handling Consultant; Senior Occupational Therapist; Performance Consultant; Senior Dietitian; Senior Physiotherapist; Senior Podiatrist; Senior Social Worker; Senior Speech Pathologist; Team Leader.	\$100,578.40 pa	\$102,593.92 pa	\$104,648.96 pa
Pay Point 1			\$104,214.24 pa	\$106,289.04 pa	\$108,423.12 pa
Pay Point 2			\$107,948.88 pa	\$110,122.48 pa	\$112,315.84 pa
Pay Point 3					

## SCHEDULE 2 – DOM CARE CLASSIFICATION TRANSITION

Dom Care / Public Sector position	Dom Care / Public Sector classification	RDNS position	RDNS classification
<b>RDNS - ALLIED HEALTH PROFESSIONAL ROLES</b>			
Dietetics Clinician	AHP 1	Dietitian	Level 1
Occupational Therapy Clinician		Occupational Therapist	
Physiotherapy Clinician		Physiotherapist	
Dietetics Clinician	AHP 2	Dietitian	Level 2
Occupational Therapy Clinician		Occupational Therapist	
Physiotherapy Clinician		Physiotherapist	
Podiatry Clinician		Podiatrist	
Social Work Clinician	AHP 3	Social Worker	Level 3
Clinical Lead Occupational Therapy		Senior Occupational Therapist	
Clinical Performance Consultant		Senior Performance Consultant	
Clinical Lead Dietetics		Senior Dietitian	
Clinical Lead Equipment		Senior Equipment Consultant	
Clinical Lead Physiotherapy		Senior Physiotherapist	
Clinical Lead Podiatry		Senior Podiatrist	
Clinical Lead Speech Pathology		Senior Speech Pathologist	
Manual Handling Consultant		Manual Handling Consultant	
Team Leader, North/South/Central/DCAS		Team Leader	
<b>RDNS - DOMESTIC SUPPORT ROLES</b>			
Home Helper	OPS 1	Domestic Worker	Pay Point 2
<b>RDNS - PERSONAL CARE ROLES</b>			
AMWP PMA Program Assistant	OPS 2	Care Worker	Pay Point 3
Paramedical Aide		Care Worker	
<b>RDNS - BUSINESS SUPPORT ROLES</b>			
Administration Officer	ASO 1	Administrative Officer	Level 1
Intake Officer	OPS 2	Referrals Administrator	Level 2
Personal Support Officer		Administrative Officer	
Brokerage Audit Project Officer	OPS 3	Administrative Officer	Level 2
Administration Officer	ASO 2	Administrative Officer	
Intake Officer		Referrals Administrator	
Key Contact - RIR	OPS 3	Service Support Officer	Level 3
Personal Support Co-ordinator		Resource Co-ordinator	
Service Support Officer		Service Support Officer	
Senior Org Information Officer		Senior Administrative Officer	
Senior Finance Officer	ASO 3	Revenue Officer	Level 3
Administration Officer		Senior Administrative Officer	
Revenue Officer	ASO 4	Revenue Officer	Level 3
Personal Support Co-ordinator (with reports)	OPS 3	Care Team Leader	
AMWP Program Supervisor	OPS 5	Care Team Leader	Level 4
CME Project Officer	ASO 4	Information Technologist	
Information Management Report Writer		Information Technologist	
Record & Doc Mgmt Officer		Client Incident & Feedback Systems Officer	
Site Admin Manager		Site Administration Officer	
Systems Support Project Officer	ASO 5	Systems Support Project Officer	Level 5
Team Leader, Personal Support Services	AHP 3	Team Leader	
Team Leader, CME Operations	OPS 5	Team Leader	
Team Leader, Rostering & Brokerage	OPS 6	Resource Co-ordinator Team Leader	
Team Leader, Administration	ASO 6	Operations Support Team Leader	
Multicultural Consultant	AHP 3	Multicultural Consultant	
Manager, Personal Support Services		Community Care Manager	
BI Consultant	ASO 6	Data Developer	Level 6
Co-ordinator Organisational Information		Co-ordinator Organisational Information	
Senior Aboriginal Service Consultant	ASO 7	Senior Aboriginal Service Consultant	Level 7
Manager, Therapy Services	AHP 4	Manager Allied Health Services	
Project Manager		Project Manager	
Manager, Access & Programs	ASO 8	Manager, Access & Programs	
Quality & Safety Partner	ASO 8	Quality & Safety Partner	

Where a former Dom Care employee has commenced a consultation process regarding their RDNS position and classification by 1 October 2021, the Employer will finalise the consultations with the Employee regarding their classification notwithstanding any approval of the agreement by employees in a ballot or by the Fair Work Commission. Where the Employer agrees that the Employee should be classified to a higher classification under Schedule 2, the Employee will be reclassified to the higher classification from the date of the commencement of the Agreement and as though they had always been classified at this level.

## IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2021/8111

Applicants: Silver Chain Group Limited  
Royal District Nursing Service of SA Limited  
Access Care Network Australia Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Jacci Sinclair, Director Human Resources, have the authority given to me by Silver Chain Group Limited, Royal District Nursing Service of SA Limited and Access Care Network Australia Pty Ltd to give the following undertakings with respect to the Silver Chain Group Limited National (Non Nursing) Enterprise Agreement 2021 ("the Agreement"):

1. For the purposes of determining the entitlement to the additional weeks annual leave provided by the NES under clause 25, a shiftworker is defined as an employee who is regularly rostered to work on weekends and public holidays.
2. The following clause 36.1(d) from the Health Professionals and Support Services Award 2020 is incorporated into the Agreement and will be applied by Silver Chain in lieu of subclause 46.9 of the Agreement:

*"If an employee who is at least 18 years old does not give the period of notice required under clause 36.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee."*

3. An agreement pursuant to subclause 7.2 will only be made with employees employed in indicative roles under the following headings in Schedule 1:

- 1.1 Silver Chain – Domestic Support Roles;
- 1.1 Silver Chain – Personal Care Roles;
- 1.2 RDNS – Domestic Support Roles; and
- 1.2 RDNS – Personal Care Roles

and will not allow for a spread of hours beyond 8pm.

4. Where subclause 7.5 applies so that an employee employed in indicative roles under the following headings in Schedule 1:
- 1.1 Silver Chain – Domestic Support Roles;
  - 1.1 Silver Chain – Personal Care Roles;
  - 1.2 RDNS – Domestic Support Roles; and

- 1.2 RDNS – Personal Care Roles.

has agreed to work ordinary hours on 11 days in a fortnight, they will receive at least eight full days off work in each 28 day cycle.

In any instance where an employee does not receive eight full days of work in each 28 day cycle, the final day(s) worked shall be paid in accordance with subclause 10.2.”

5. For the purposes of clause 10.1 of the Agreement, the hourly rate of a casual employee is the hourly rate in Schedule 1, inclusive of the casual loading prescribed in clause 5.3.
6. Clause 24 will only be applied to employees employed in indicative roles under the following headings in Schedule 1:
  - 1.1 Silver Chain – Personal Care Roles; and
  - 1.2 RDNS – Personal Care Roles.

Where an employee performs Respite/Sleepover work, clause 25.7(c) of the Social, Community, Home Care and Disability Services Industry Award 2010 will apply.”

7. The employer will not roster an employee to perform a respite/sleepover shift in accordance with subclause 24.5 unless they would be better off than award. Prior to an employee performing a sleepover shift, the employer will advise the employee of the maximum number of hours of work that the employee can perform during a sleepover shift within a fortnight without being worse off.

The employer will pay the employee at the appropriate penalty rates in respect of any time worked in excess of that advised.

8. Subclauses 7.18-7.23 will only be applied to employees employed in indicative roles under the following headings in Schedule 1:
  - 1.1 Silver Chain – Domestic Support Roles;
  - 1.1 Silver Chain – Personal Care Roles;
  - 1.2 RDNS – Domestic Support Roles; and
  - 1.2 RDNS – Personal Care Roles.

9. Under subclause 10.14, TOIL may only be requested by an employee.

If an employee ceases employment with an accrued but untaken TOIL balance, the employee will be paid as though they have made a request in accordance with subclause 10.15.

10. Clause 23 will not be applied to employees employed in indicative roles under the following headings in Schedule 1:
  - 1.1 Silver Chain – Domestic Support Roles;
  - 1.1 Silver Chain – Personal Care Roles;
  - 1.2 RDNS – Domestic Support Roles; and

- 1.2 RDNS – Personal Care Roles.

11. The reference to paying a Clothing Allowance in subclause 21.3 of the Agreement incorporates the uniform and laundry allowances in clause 22.3(b) of the Health Professionals and Support Services Award 2020.
12. Employees employed in the following table who perform more overtime in a fortnight than the number of hours specified for their classification, will be paid at overtime rates in accordance with clause 10.2.

<b>Annualised Salary Employee Overtime Limits</b>			
<b>Silver Chain &amp; ACNA</b>		<b>RDNS</b>	
<u>Agreement Classification</u>	<u>BOOT OT</u>	<u>Agreement Classification</u>	<u>BOOT OT</u>
Business Support		Business Support	
Level 6	31	Level 6 Pay Point 1	35
		Level 6 Pay Point 2	35
		Level 6 Pay Point 3	32
Level 7	41	Level 7 Pay Point 1	34
		Level 7 Pay Point 2	33
		Level 7 Pay Point 3	35
		Level 7 Pay Point 4	37
Allied Health Professional		Allied Health Professional	
Level 1		Level 1	
Pay Point 1.1	22	Pay Point 1.1	10
Pay Point 1.2	21	Pay Point 1.2	11
Pay Point 1.3	20	Pay Point 1.3	11
Pay Point 1.4	16	Pay Point 1.4	9
Pay Point 1.5	15	Pay Point 1.5	10
		Pay Point 1.6	12
		Pay Point 1.7	13
Level 2		Level 2	
Pay Point 2.1	17	Pay Point 2.1	17
Pay Point 2.2	17	Pay Point 2.2	16
Pay Point 2.3	16	Pay Point 2.3	16
Pay Point 2.4	16	Pay Point 2.4	16
Pay Point 2.5	17		
Level 3		Level 3	
Pay Point 3.1	17	Pay Point 3.1	17
Pay Point 3.2	17	Pay Point 3.2	18
Pay Point 3.3	13	Pay Point 3.3	14
Pay Point 3.4, Year 1	12		
Pay Point 3.4, Year 2	8		
Pay Point 3.4, Year 3	4		
Pay Point 3.4, Year 4	0.0		

Nothing in this undertaking prevents an employer and employee from making an individual flexibility arrangement under clause 37 of the Agreement, which may provide for overtime to be worked in excess of that set out in the above table.”



13. The following rates of pay for Domestic Support Roles will be paid instead of the rates set out in Schedule 1, Table 1.1 and Table 1.2 respectively:

**1.1 Rates of Pay – Silver Chain Group and ACNA Employees**

<b>CLASSIFICATION LEVEL</b>	<b>INDICATIVE ROLES</b>	July 2020 \$ per hour	Effective fpp commencing on or after 1 July 2021 \$ per hour	Effective fpp commencing on or after 1 July 2022 \$ per hour
<b>Pay Point 2</b> (formerly Increment 3)	Domestic Worker; Home Help; Maintenance Officer; Cleaner; Support Worker (no Cert III).	\$22.90	\$23.36	\$23.83

**1.2 Rates of Pay – RDNS Employees**

<b>CLASSIFICATION LEVEL</b>	<b>KNOWLEDGE AND EXPERIENCE</b>	<b>INDICATIVE ROLES</b>	July 2020 \$ per hour	Effective fpp commencing on or after 1 July 2021 \$ per hour	Effective fpp commencing on or after 1 July 2022 \$ per hour
<b>Pay Point 2</b> (formerly Level 3)	Employees at this level must currently be undertaking a relevant AQF Certificate III (or equivalent) and have sufficient knowledge and less than 1560 hours of relevant experience to perform the duties under indirect supervision but may not have a relevant qualification.	Domestic Worker	\$22.51	\$23.36	\$23.83

14. The following clauses 10.2 and 10.3 from the Health Professionals and Support Services Award 2020 are incorporated into the Agreement and will apply, in lieu of subclause 5.16 of the Agreement, to all part-time employees engaged by the employers with the exception of the following employees:

- 1.1 Silver Chain – Domestic Support Roles;
- 1.1 Silver Chain – Personal Care Roles;
- 1.2 RDNS – Domestic Support Roles; and
- 1.2 RDNS – Personal Care Roles.

*“10.2 Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the:*

- (a) number of hours to be worked each week;*
- (b) days of the week the employee will work; and*
- (c) starting and finishing times each day.*

*10.3 The terms of the agreement in clause 10.2 may be varied by agreement and recorded in writing.”*

15. In respect of work performed on a Sunday by employees employed in indicative roles under the following headings in Schedule 1:

- 1.1 Silver Chain – Domestic Support Roles;
- 1.1 Silver Chain – Personal Care Roles;
- 1.2 RDNS – Domestic Support Roles; and
- 1.2 RDNS – Personal Care Roles.

clause 26.1 of the Social, Community, Home Care and Disability Services Industry Award 2010 which provides that ordinary hours worked between midnight on Saturday and midnight on Sunday will be paid at 200% of the ordinary rate of pay, will apply in lieu of subclause 7.31.

16. Subclauses 7.13-7.17 will only be applied to employees employed in indicative roles under the following headings in Schedule 1:

- 1.1 Silver Chain – Domestic Support Roles;
- 1.1 Silver Chain – Personal Care Roles;
- 1.2 RDNS – Domestic Support Roles; and
- 1.2 RDNS – Personal Care Roles.

17. For the purposes of subclause 13.5, in assessing whether an employee has satisfactory performance, the employer will consider whether the employee has acquired the necessary skills to perform the entirety of their role and is using those skills, at all times, in a manner reasonably expected by the employer.

18. The following clause 13.3 of the Social, Community, Home Care and Disability Services Industry Award 2010 will be applied by Silver Chain in lieu of subclause 13.5 of the Agreement to employees employed in indicative roles under the following headings in Schedule 1:

- 1.1 Silver Chain – Domestic Support Roles;
- 1.1 Silver Chain – Personal Care Roles;
- 1.2 RDNS – Domestic Support Roles; and
- 1.2 RDNS – Personal Care Roles

*“(a) At the end of each 12 months’ continuous employment, an employee will be eligible for progression from one pay point to the next within a level if the employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each level within the level and:*

*(i) the employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the employer; or*

*(ii) where an employer has adopted a staff development and performance appraisal scheme and has determined that the employee has demonstrated satisfactory performance for the prior 12 months’ employment.”.*

19. Subclause 25.11 will not be applied to employees in a manner which is inconsistent with section 88 of the *Fair Work Act*. That is, if the employer closes all or a part of its business, employees will be entitled to choose whether or not they take paid annual leave during any close down.

20. The Applicant will comply with its obligations under section 65 of the *Fair Work Act* in respect of any requests for flexible working arrangements by its employees.

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

  
\_\_\_\_\_  
Signature

29<sup>th</sup> November 2021  
Date