



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Realise Performance Pty Ltd
(AG2013/750)

ST BASIL'S HOMES ENTERPRISE AGREEMENT 2013

Aged care industry

SENIOR DEPUTY PRESIDENT DRAKE

SYDNEY, 22 MAY 2013

Application for approval of the St Basil's Homes Enterprise Agreement 2013.

[1] An application has been made for approval of an enterprise agreement known as the *St Basil's Homes Enterprise Agreement 2013* (the Agreement). The application was made pursuant to s185 of the *Fair Work Act 2009* (the Act). It has been made by Realise Performance Pty Ltd. The agreement is a single enterprise agreement.

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

[3] I am satisfied that each of the requirements of ss186, 187 and 188 of the Act as are relevant to the application for approval have been met.

[4] The New South Wales Nurses and Midwives' Association & the Australian Nursing Federation – New South Wales Branch and the Health Services Union – New South Wales Branch, being bargaining representatives for the Agreement, have given notice under s183 of the Act that they want the Agreement to cover them. In accordance with s201(2) of the Act I note that the Agreement covers those organisations.

[5] On 17 May 2013 an undertaking was provided which is annexed to this decision and marked "A".

[6] The Agreement is approved and, in accordance with s54 of the Act, will operate from 29 May 2013. The nominal expiry date of the Agreement is 31 December 2015.



SENIOR DEPUTY PRESIDENT

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Attachment "A"

St. Basil's

LIFESTYLE OPTIONS FOR AGING AUSTRALIA

St. Basil's is a part of the Greek Orthodox Church in Australia

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17 May 2013

Deputy President Drake
Fair Work Commission
Level 8
80 William Street
East Sydney NSW 2010

Your Honour

St Basil's Homes Enterprise Agreement 2013 Statement of Undertaking

I refer to the application by Realise Performance Pty Limited on behalf of St Basil's Homes under section 185 of the Fair Work Act 2009 for the approval of a single enterprise agreement to be known as St Basil's Homes Enterprise Agreement 2013 (matter number AG2013/750).

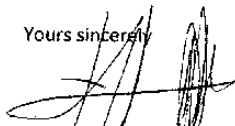
Further to your request to our Bargaining Representative (Mr Chris Westacott from Realise Performance Pty Limited), St Basil's Homes undertakes the following:

1. That **Clause C4.2 of Schedule C – Supported Wage System** of the Agreement have the minimum weekly rate amended from \$75 per week to \$76 per week.
2. That **Schedule D - National Training Wage Non-Nursing Staff** of the Agreement have the rates of pay adjusted to be in line with the current rates of pay of the Aged Care Modern Award 2010 (as per the attachment).

Upon receipt of your decision we will ensure that all staff are made aware these undertakings.

On behalf of St Basil's Home I would like to thank Your Honour for her assistance in finalising this matter and we look forward to receiving formal approval of our Agreement from Fair Work Commission in due course. If you require any further documentation or clarification, please contact Mr Chris Westacott, Managing Director, Realise Performance on (02) 8850 7124.

Yours sincerely



Fr Nicholas Stavropoulos
Chief Executive Officer
St Basil's Homes

Cc: Chris Westacott - Realise Performance Pty Limited
Keiran Dalton - NSW Nurses and Midwives Association
Fran Johnson - Health Services Union NSW Branch

D.5 Minimum Wages

D.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	8.96	9.88	11.76
Plus 1 year out of school	9.88	11.76	13.69
Plus 2 years out of school	11.76	13.69	15.93
Plus 3 years out of school	13.69	15.93	18.23
Plus 4 years out of school	15.93	18.23	
Plus 5 or more years out of school	18.23		

(b) Wage Level B

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	8.96	9.88	11.45
Plus 1 year out of school	9.88	11.45	13.16
Plus 2 years out of school	11.45	13.16	15.44
Plus 3 years out of school	13.16	15.44	17.61
Plus 4 years out of school	15.44	17.61	
Plus 5 or more years out of school	17.61		

(c) Wage Level C

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	8.96	9.88	11.45
Plus 1 year out of school	9.88	11.45	12.88
Plus 2 years out of school	11.45	12.88	14.39
Plus 3 years out of school	12.88	14.39	16.03
Plus 4 years out of school	14.39	16.03	
Plus 5 or more years out of school	16.03		

(a) AQF Certificate Level IV traineeships

- (i) (Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

(a) School-based traineeships

Subject to clauses **Error! Reference source not found.** and **Error! Reference source not found.** of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix D1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
8.96	9.88

(b) AQF Certificate Level IV traineeships

- (i) Subject to clauses **Error! Reference source not found.** and **Error! Reference source not found.** of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses **Error! Reference source not found.** and **Error! Reference source not found.** of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	18.94	19.67
Wage Level B	18.26	18.97
Wage Level C	16.63	17.26

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 this agreement.



St Basil's Homes Enterprise Agreement 2013

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PART 1 - PRELIMINARIES

1. INTRODUCTION

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

- (a) St Basil's Homes will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- (b) St Basil's Homes will formally advise the Unions when this Agreement is made in order for the Unions to apply under section 183 of the *Fair Work Act 2009* to be covered by the agreement.
- (c) It is the intention of this agreement that the Unions will be covered by this Agreement.

2. TITLE

This Agreement shall be known as the St Basil's Homes Enterprise Agreement 2013 and throughout is referred to as "this Agreement".

3. PARTIES BOUND

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

- (a) St Basil's Homes;
- (b) Health Services Union NSW Branch;
- (c) the New South Wales Nurses' and Midwives' Association;
- (d) the Australian Nursing Federation NSW Branch; and
- (e) all those employees of St Basil's Homes performing work within the classifications contained in this agreement and employed in a residential aged care facility or community care program run from an aged care facility in NSW.

4. COMMENCEMENT

This agreement will commence at the commencement of the first pay period on or after the date of approval by the Fair Work Commission (FWC).

5. EXPIRY

This Agreement shall have a nominal expiry date of 31 December 2015.

6. DEFINITIONS

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

For the purposes of this Agreement:

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

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

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

Client means a resident who resides within an aged care residential facility or is in receipt of services within their own or the community in general.

Day worker means a worker whose ordinary hours are worked between 6:00 am and 6:00 pm Monday to Friday.

De facto partner means:

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

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

FWC means the Fair Work Commission (formerly Fair Work Australia).

Immediate Family means:

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

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

Ordinary Pay includes: the base rate of pay; any applicable over-agreement payments for ordinary hours of work. It does not include, shift or weekend penalties.

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

Seven-day Shift worker is an employee who is regularly rostered to work their ordinary hours over seven days of the week and regularly works on weekends.

Shift worker is an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker, as defined above.

Transition to Retirement means a written arrangement elected by an Employee, entered into by agreement between the Employee and the Employer to facilitate transition to retirement of the Employee.

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

7. COMPLETE AGREEMENT

- 7.1 Other than individual agreements reached in accordance with Clause 8 – Agreement Flexibility, this Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, it represents a complete statement of the mutual rights and obligations between St Basil's Homes and the employees to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.
- 7.2 Notwithstanding clause 7.1, the NES will prevail over the content of this Agreement, to the extent of any inconsistency or omission.

8. AGREEMENT FLEXIBILITY

- 8.1 Notwithstanding any other provision of this agreement, an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of St Basil's Homes and the individual employee. The terms St Basil's Homes and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed in relation to:
 - (i) the timing of breaks;
 - (ii) time off in lieu of overtime; and
 - (iii) penalty rates.

It is anticipated that any agreement would result from the employee requiring the change to accommodate personal circumstances. Any such change will not financially disadvantage other employees.

- (b) the inclusion of allowances in ordinary rate of pay; and
 - (c) the inclusion of leave loading in ordinary rate of pay.
- 8.2 St Basil's Homes and the individual employee must have genuinely made the agreement without coercion or duress.

- 8.3 The agreement between St Basil's Homes and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 8.1; and
 - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 8.4 The agreement between St Basil's Homes and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by St Basil's Homes and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this agreement that St Basil's Homes and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between St Basil's Homes and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 8.5 St Basil's Homes must give the individual employee a copy of the agreement within fourteen (14) days after it is agreed and keep the agreement as a time and wages record.
- 8.6 Except as provided in clause 8.4(a) the agreement must not require the approval or consent of a person other than St Basil's Homes and the individual employee.
- 8.7 St Basil's Homes when seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited St Basil's Homes will take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 8.8 The agreement may be terminated:
- (a) by St Basil's Homes or the individual employee giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between St Basil's Homes and the individual employee.

- 8.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between St Basil's Homes and the individual employee.
-

9. NATIONAL EMPLOYMENT STANDARDS (NES)

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

10. NO EXTRA CLAIMS

- 10.1 The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.
- 10.2 Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against St Basil's Homes until the nominal expiry date has passed and the requirements of the Act have been satisfied.
- 10.3 Subject to an employer meeting its obligations to consult in accordance with Clause 30 or a contract of employment, it is not the intent of this provision to inhibit, limit or restrict an employer's right or ability to introduce change at the workplace.
- 10.4 The employer and employees bound by this agreement acknowledge that the Australian Government has announced an Aged Care Reform Package Living Longer, Living Better. It is further acknowledged that the Living Longer, Living Better package provides for a Workforce Compact, the outcomes of which are proposed to commence in July 2013.
- 10.5 The parties, and their representatives such as the union/s and St Basils, agree that when the details of the Workforce Compact and that supplementary funding become clear they will hold discussions on the application of any improvements to wages and conditions of employment.
- 10.6 The employer acknowledges that such a claim for additional wages is not in breach of the No Extra Claims commitment made in this Agreement and that such a claim may be activated at any time within the life of this Agreement.

11. RELATIONSHIP TO POLICIES AND PROCEDURES

~~This Agreement requires the employees to perform their duties in accordance with the policies and procedures determined by St Basil's Homes, in place and as varied from time to time. This Agreement does not incorporate or otherwise include as terms of this Agreement any such policy or procedure and does not affect St Basil's Homes' ability to vary, revoke or establish any such policy or procedure from time to time.~~

12. AVAILABILITY OF AGREEMENT

St Basil's Homes will ensure that copies of this Agreement and the NES are available to all employees to whom they apply either on the intranet, a notice board and/or St Basil's Homes Enterprise Agreement Communication Folder which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

PART 2 - ENGAGEMENT

13. EMPLOYEE ENGAGEMENT

13.1 Minimum Employment Period:

- (a) Employees (other than casual employees) will be on a period of probation for the first six (6) months of engagement for the purpose of determining the employee's suitability for ongoing employment.
- (b) At any time during the probation period, St Basil's Homes or the employee can terminate the employment by providing written notice in accordance with Clause 29 – Termination of Employment.
- (c) Employees will not be protected from unfair dismissal where they are terminated within the probation period ending at the earlier of:
 - (i) the time when the person is given notice of the dismissal:
 - (ii) immediately before the dismissal.

13.2 Full-time Employees: A full-time employee is one engaged as such and whose ordinary hours of work average 38 hours per week.

13.3 Part-time Employees:

- (a) A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.
- (b) Before commencing part-time employment, St Basil's Homes and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (c) Reasonable additional hours may be worked in accordance with Clause -18.1.

- (d) **Review of Part-time Hours:** At the request of an employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their guaranteed minimum number of hours then such hours shall be adjusted by St Basil's Homes, and recorded in writing to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
- (i) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a client.
 - (iii) St Basil's Homes may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
- (e) Any adjusted guaranteed minimum number of hours resulting from a review identified in Clause 13.3(d) should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

13.4 **Casual Employees:**

- (a) A casual employee is one who is engaged as such on an hourly basis otherwise than as a full-time employee or a part-time employee.
- (b) **Casual Conversion:**
- (i) A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
 - (A) on a full-time contract where the employee has worked on a full-time basis throughout the period of casual employment; or
 - (B) on a part-time contract where the employee has worked on a part-time basis throughout the period of casual employment. Such contract would generally be on the basis of the same number of hours as previously worked, however the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between St Basil's Homes and the employee.
 - (ii) St Basil's Homes may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
 - (iii) Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

13.5 **Supported Wage System**

A Supported Employee is employed under the Supported Wage System as set out in Schedule C – Supported Wage System.

13.6 Trainees

Trainees shall be employed in accordance with the provisions set out in Schedule D – National Training Wage Non-Nursing Staff.

13.7 Recognition of Service and Experience:

- (a) From the time of commencement of employment an employee has three (3) months in which to provide documentary evidence to St Basil's Homes detailing any other relevant service or experience not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration.
- (b) Until such time as the employee furnishes any such documentation contemplated in subclause (a), St Basil's Homes shall pay the employee at the level for which proof has been provided.
- (c) If within three (3) months of commencing employment an employee does provide documentary evidence of other previous relevant service or experience not disclosed at the time of commencement, St Basil's Homes shall pay the employee at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- (d) If an employee provides documentary evidence of other previous relevant service or experience not disclosed at the time of commencement after the said three (3) months period, the employee shall be paid a rate appropriate for the previous relevant service or experience then proved, but only from the date of providing that evidence to St Basil's Homes.
- (e) An employee who is working in the same classification for more than one organisation shall notify St Basil's Homes within one (1) month of the end of each quarter of their hours worked with those other employers in the last quarter.
- (f) An employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide proof of that entitlement within three (3) months of that entitlement arising. If that proof is so provided, the employee shall be paid at the higher rate as and from the date they were entitled to progress to the next year of service or experience. If the proof is provided outside that three (3) month period, the employee shall be paid at the higher rate only from the date that proof is provided.
- (g) A registered nurse or enrolled nurse who has trained outside New South Wales shall be paid as a registered nurse or enrolled nurse as from the date she or he notifies St Basil's Homes in writing that she or he is eligible for registration or enrolment as a registered nurse or enrolled nurse; provided that she or he makes application for registration within seven (7) days after being so notified that she or he is eligible for registration.

- (h) ~~For the purpose of yearly progression based on service and experience an employee must complete 1976 hours of work less any Annual Leave taken during the year.~~

13.8 Re-grading of Employee Classification:

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

13.9 National Criminal History Record Check:

- (a) Operators of aged care services are required to ensure staff, contractors and volunteers, who have, or are reasonably likely to have access to care recipients undergo a National Criminal History Record Check, commonly known as a Police Check.
- (b) St Basil's Homes will pay the cost of renewal of Police Checks for employees required to undergo such checks.
- (c) New employees will be required to pay for their initial Police Check before commencing employment.

14. PAY AND PAYMENT

14.1 Full-Time and Part-Time Employees:

- (a) The ordinary rates of pay in the appropriate employment classification for full-time employees and for part-time employees shall be the hourly rates of pay set out in Table 1 of Schedule B to this Agreement.
- (b) **Full-Time Employees** have the benefit of all of the other entitlements set out in this Agreement.

- (c) **Part-Time Employees** have the benefit of all of the other entitlements set out in this Agreement on a pro rata basis in the same proportion as their ordinary hours of work bear to full-time hours.

14.2 **Casual Employees:**

The base rates of pay in the appropriate employment classification for casual employees shall be the hourly rates of pay set out in Table 1 of Schedule B to this Agreement. In addition, casual employees shall be paid a casual loading in accordance with the following table.

Date	%
1 July 2012	22.67
1 July 2013	23.83
1 July 2014	25.00

14.3 **Other Entitlements:**

In addition to being paid their ordinary rate of pay:

- (a) **Full-Time Employees:** Full-time employees shall have the benefit of all of the other entitlements set out in this Agreement.
- (b) **Permanent Part-Time Employees:** Permanent part-time employees shall have the benefit of all of the other entitlements set out in this Agreement on a pro rata basis in the same proportion as their ordinary hours of work bear to full-time hours.
- (c) **Casual Employees:**
- (i) For weekend and public holiday work, casual employees shall receive the penalty rates prescribed in Clause 19 - Shift and Weekend Work and Clause 20 - Public Holidays. Such payments are taken to be inclusive of and not in addition to the casual loading referred to in Clause 14.2.
 - (ii) A casual employee is entitled to overtime payment only when a casual works in excess of 38 hours per week or 76 hours per fortnight depending on the pay period. Overtime shall be paid in accordance with Clause 18 - Overtime and taken to be inclusive of and not in addition to the casual loading referred to in Clause 14.2.
 - (iii) Casual employees have the benefit of all of the other entitlements set out in this Agreement on a pro rata basis in the same proportion as their ordinary hours of work bear to full-time hours.
 - (iv) A casual employee's entitlement to long service leave is governed by the provisions of the Long Service Leave Act 1955 (NSW).
 - (v) Clauses that do not apply to casual employees include: Clause 16 - Rosters and Clause 23 - Annual Leave.

14.4 Trainees:

The base rates of pay in the appropriate employment classification for trainees shall be the hourly rates of pay set out in Schedule D – National Training Wage Non-Nursing Staff.

14.5 Payment of Wages:

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

14.6 Increases of Pay and Other Entitlements:

- (a) Increases for the life of this Agreement to the ordinary rates of pay are defined in Table 1 of Schedule B to this Agreement.
- (b) The other entitlements set out in Table 2 of Schedule B to this Agreement will remain at the defined rates for the life of this Agreement.

14.7 Transition into the new pay structure:

- (a) The parties recognise that the new classification structure in Schedule A of this Agreement will provide a relative skills and qualifications based structure that will provide employees a career path but its implementation should not result in existing employees being disadvantaged by the transition into this new classification structure.
- (b) All existing employees will therefore transition into the new classification structure outlined in Schedule A of this Agreement at the most appropriate classification level and pay point to ensure they are not disadvantaged.
- (c) As is the current practice, Assistants in Nursing (AINs) are no longer employed at St Basil's Homes facilities. Therefore, existing AINs will continue to be paid the grandfathered rate in Table 1 of Schedule B.

- (d) Where an employee's current rate of pay is in excess of the rate in Table 1 of Schedule B to this agreement for their classification level in the classification structure of Schedule A they will have the first pay increase percentage applied to their current rate of pay. The employee's rate will then be frozen at this rate until such time as the rates in Table 1 of Schedule B to this Agreement for their classification level catch up to their adjusted rate of pay or when the employee moves, by agreement, to another position at a higher classification level in Schedule A of this Agreement.

15. HOURS

15.1 Arrangement of Hours:

- (a) The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 hours per week or 76 hours per fortnight.
- (b) Each employee shall be entitled to not less than four (4) full days in each fortnight free from duty, or by agreement, two (2) full days in each week free from duty (rostered days off - unpaid), and every effort shall be made for such rostered days off to be consecutive, unless otherwise agreed.
- (c) Each shift shall consist of no more than ten (10) hours of work at ordinary time (not including unpaid breaks) provided that an employee shall not work more than seven (7) consecutive shifts unless the employee so requests and St Basil's Homes agrees.
- (d) Except for meal breaks and the periods not worked in broken shifts, all time from the commencement to the cessation of duty each shift shall count as working time.
- (e) St Basil's Homes will ensure there is provision for handover between Registered Nurses at the commencement of each shift to inform of any changes to a client's health status.

15.2 Minimum Starts:

- (a) Full-time employees shall receive a minimum payment of four (4) hours for each start in respect of ordinary hours of work.
- (b) Part-time and casual employees shall receive a minimum payment of two (2) hours for each start except for employees working in community services where the minimum payment shall be one (1) hour for each start

15.3 Broken Shifts:

- (a) An employee may agree to work broken shifts at any time for any duration; however an employee may be required to work broken shifts in the following circumstances:
 - (i) in community care; or
 - (ii) in an emergency – including staff absence; or

- (iii) up to and including a four (4) week continuous period for circumstances other than those covered by subclause (a)(i) and (a)(ii).
-

- (A) Where an employee has served a period of broken shifts in accordance with subclause (iii) the employee shall not be required to serve a further period on broken shifts until he or she has been off broken shifts for a period equivalent to the previous period on broken shifts.
- (b) A "broken shift" for the purposes of this subclause means a single shift worked by an employee that includes one or more breaks in excess of that provided for meal breaks, where the time between the commencement and termination of the broken shift shall not exceed 12 hours.
- (c) An employee must receive a minimum break of ten (10) hours between broken shifts rostered on successive days.
- (d) Where a broken shift is worked, the employee shall be paid the allowance set out in Item 15 of Table 2 of Schedule B to this Agreement.
- (e) Payment for a broken shift shall be at ordinary rate of pay with penalty rates and shift allowances in accordance with Clause 19 - Shift and Weekend Work, with shift allowances being determined by the commencing time of the broken shift.
- (f) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double ordinary rate of pay.

16. ROSTERS

- 16.1 (a) St Basil's Homes shall display on a roster, in a place conveniently accessible to employees:
 - (i) the ordinary hours of work for each employee; and
 - (ii) each sleepover where applicable.
- (b) The roster shall be displayed two (2) weeks prior to the commencing date of the first working period in any roster subject to subclause (c).
- (c) Subclause (a) shall not make it obligatory for St Basil's Homes to display any roster of ordinary hours of work of members of the casual or relieving staff.
- 16.2 (a) A roster may be altered at any time so as to enable the activities of St Basil's Homes to be carried on where another employee is absent from duty on account of illness or in an emergency. Where such alteration involves an employee working on a day which would have been his or her rostered day off, such employee may elect to be paid at overtime rates or have a day off in lieu which shall be mutually arranged.

- (b) Subclause (a) shall not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has four (4) rostered days off in that fortnight, as the case may be.

16.3 Client Cancellation

- (a) Where a community care client cancels for reasons other than those outlined in sub-clause (b), and the employee is provided with 24 hours' notice or less, permanent employees shall be entitled to receive payment for their guaranteed minimum number of hours in that pay period. The employer may direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other community care clients or otherwise in a residential aged care facility.
- (b) Where the employer is unable to meet the guaranteed minimum number of hours of a permanent employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:
 - (i) work shall be reallocated from casual employees to the permanent employee; or
 - (ii) hours shall be reallocated from another employee who is working hours additional to their guaranteed minimum number of hours; or
 - (iii) where the employee agrees, the employee may have access to annual or long service leave; or
 - (iv) the employee may be stood down by the employer in accordance with s. 524 of the Act.
- (c) Notwithstanding the provisions in subclause 16.3(b), if after six weeks - or earlier if by mutual agreement - the employer is unable to provide the guaranteed minimum number of hours, the employer may initiate redundancy proceedings in accordance with Clause 31 - Redundancy.
- (d) Nothing in this clause shall prohibit the employee and employer reaching agreement as to a period of authorised unpaid leave.

17. BREAKS

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

- 17.2 Employees shall not be required to work more than six (6) hours without a meal break. Such meal break shall be of between 30 and 60 minutes duration and shall not count as time worked.
- 17.3 Notwithstanding the provisions of subclause 17.2, an employee required to work in excess of ten (10) hours in a shift shall be entitled to a 60-minute meal break. Such time shall be taken as either two 30-minute meal breaks or one 60-minute meal break, subject to agreement between St Basil's Homes and employee.
- 17.4 An employee must receive the following breaks between shifts:
- (a) Eight (8) hours:
 - (i) between ordinary rostered shifts, which are not broken shifts; and/or
 - (ii) where reasonable additional hours are worked which are not overtime hours; and
 - (b) Ten (10) hours where overtime is worked or where broken shifts are worked on successive days.

18. OVERTIME

18.1 Reasonable Additional Hours:

All hours worked over an average of 38 ordinary hours per week, will be deemed to be additional hours. All hours worked by permanent part-time employees beyond their guaranteed minimum number of hours will be treated as additional hours for the purpose of this subclause. From time to time, employees may be required to work a reasonable amount of additional hours. All additional hours worked will be paid in accordance with this Agreement.

An employee may not be required to work additional hours in circumstances where the working of additional hours would result in the employee working hours which are unreasonable having regards to (refer to section 62 of the Act):

- (a) any risk to employee health and safety that might reasonably be expected to arise if the employee worked the additional hours;
- (b) the employee's personal circumstances, including any family responsibilities;
- (c) the operational requirements of the workplace;
- (d) the notice given (if any) by St Basil's Homes of the additional hours and by the employee of his or her intention to refuse to work the additional hours;
- (e) whether any of the additional hours are on a public holiday; and
- (f) the employee's hours of work over the four (4) weeks ending immediately before the employee is required or requested to work the additional hours.

- 18.2 All time worked by employees outside the ordinary hours in accordance with ~~Clause 15 - Hours and Clause 16 - Rosters~~, shall be paid time and one-half ordinary rate of pay up to two (2) hours each day and thereafter double ordinary rate of pay; provided however, that all overtime worked on Sunday shall be paid at double ordinary rate of pay and all overtime worked on public holidays shall be paid for at double time and one-half ordinary rate of pay.
- 18.3 An employee must receive an eight (8) or ten (10) hour break between rostered shifts, in accordance with Clause 17.4. Where the next shift is due to commence before the employee has had their appropriate eight (8) or ten (10) hours break, one of the following will apply:
- (a) The employee will be released prior to, or after the completion of their shift to permit them to have their appropriate break under Clause 15 - Hours without loss of pay for the working time occurring during such absence; or
 - (b) If at the request of management an employee works without their appropriate break, they shall be paid until they are released from duty at overtime rates. Once released from duty such employees shall be entitled to be absent from work until they have had their appropriate break in accordance with Clause 15 - Hours without loss of pay for working time occurring during such an absence.
- 18.4 Employees who are recalled to work overtime after leaving St Basil's Homes work shall be paid a minimum of four (4) hours at the applicable overtime rate for each time so recalled. Provided that, except in unforeseen circumstances, an employee shall not be required to work the full four (4) hours if the tasks they were recalled to perform are completed within a shorter period.
- (a) An employee recalled to work overtime pursuant to Clause 18.3 shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.
 - (b) Provided that where an employee elects to use his or her own vehicle the employee shall be paid the per kilometre allowance set out in Item 4 of Table 2 of Schedule B to this Agreement.
- 18.5 All time worked by permanent part-time employees in excess of the hours prescribed in Clauses 15.1(a) and (c) of this Agreement shall be paid for at overtime rates.
- 18.6 In lieu of receiving payment for overtime in accordance with this clause, employees may be compensated by way of time off in lieu of overtime on the following basis:
- (a) Time off in lieu of overtime is taken on the basis of hour for hour at the applicable ordinary rate of pay. For example, one hour off for each hour of overtime worked, plus applicable shift and weekend penalties as appropriate. All time in lieu must be taken within four (4) months of it being accrued at a mutually agreed time.

- (b) Where it is not possible for an employee to take the time off in lieu of overtime within the four (4) month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time the entitlement to time in lieu occurred.
- (c) Employees cannot be compelled to take time off in lieu of overtime and St Basil's Homes cannot be compelled to agree to provide the employee with time off in lieu of overtime.
- (d) Management will maintain records of all time in lieu of overtime owing and taken by employees.
- (e) Where no election is made the employee shall be paid overtime rates in accordance with this Agreement.

19. SHIFT AND WEEKEND WORK

19.1 Employees shall be paid the following percentages in addition to their ordinary rate of pay, and where applicable, the casual loading as described in Clause 14.2 for shifts rostered as follows:

- (a) 10% for afternoon shift commencing after 10:30 am and before 1:00 pm.
- (b) 12.5% for afternoon shift commencing at or after 1:00 pm and before 4:00 pm.
- (c) 15% for night shift commencing at or after 4:00 pm and before 4:00 am.
- (d) 10% for night shift commencing at or after 4:00 am and before 6:00 am.

19.2 Notwithstanding Clause 19.1, employees working less than the hours prescribed for a full-time employee within Clause 15 - Hours shall only be entitled to the additional rates where their shifts commence prior to 6:00 a.m. or finish subsequent to 7:00 p.m.

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

- (a) for work between midnight on Friday and midnight on Saturday - time and one half.
- (b) for work between midnight on Saturday and midnight on Sunday - time and three-quarters.

These extra rates shall be in substitution for and not cumulative upon the shift allowances prescribed in Clause 19.1 and the casual loading prescribed in Clause 14.2.

19.4 Transitional Arrangements:

Employees in receipt of a shift loading for working beyond 6:00 pm, prior to the introduction of this Agreement, will continue to receive the loading where their shift finishes at or before 7:00 pm for a maximum period of 12 months from the date this Agreement comes into operation or a shorter period if transferred to an alternative shift.

20. PUBLIC HOLIDAYS

20.1 Public holidays are provided for in the NES. This clause contains additional provisions.

20.2 St Basil's Homes may request an employee to work on a particular public holiday. An employee who, without the consent of St Basil's Homes or without reasonable cause (such as personal/carers leave), is absent from work on a public holiday after agreeing to work on a public holiday, will be paid as a public holiday not worked.

20.3 The parties acknowledge that St Basil's Homes requires employees to work on public holidays, or particular public holidays. An employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so, which may include the following:

- (a) the employee's personal circumstances, including family responsibilities;
- (b) the impact on other employees' equitable treatment;
- (c) whether the employee could reasonably expect that the employer might request work on the public holiday;
- (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
- (e) the type of employment of the employee (for example, whether full time, part time, casual or shift work);
- (f) the amount of notice in advance of the public holiday given by the employer when making the request;
- (g) the amount of notice in advance of the public holiday given by the employee when refusing the request.

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

20.5 (a) For the purposes of this agreement, the following shall be deemed to be public holidays:

- (i) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day;

- ~~(ii) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory as a full day public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday; and~~
 - (iii) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed within a region of the State or Territory, as a full day public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.
- (b) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause (a), then the substituted day or part-day is the public holiday.

Additional Public Holiday:

- (c) A full day will be observed as a public holiday between Christmas and New Year, within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year. For Community Care staff this day will be observed as a public holiday during August of each year.
 - (d) St Basil's Homes and employees may agree to substitute another day for a public holiday observed at subclause 20.5(a).
- 20.6 An employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other shift penalties (except broken shift allowances), weekend penalties, casual loading and part-time loading, as follows:
- (a) **Full-time Employees:** Time and one half for all ordinary time worked in addition to the weekly rate.
 - (b) **Part-time Employees:** Double time and one half for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift on that public holiday, the balance of the rostered shift will be paid at ordinary rate of pay.
 - (c) **Casual Employees:** Double time and one-half the basic rate of pay for casuals for all time worked. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in Clause 14.2.
- 20.7 An employee who, without the consent of St Basil's Homes or without reasonable cause (such as personal/carers leave), is absent from the last rostered shift before or the first rostered shift after a public holiday is not entitled to any public holiday penalty rates for work performed on such public holiday.

21. ALLOWANCES

21.1 In Charge Allowance:

- (a) A registered nurse who is designated to be in charge during the day, evening or night of St Basil's Homes shall be paid in addition to his or her appropriate salary, whilst so in charge, the per shift allowance set out in Item 5 (for less than 100 beds) or Item 6 (for 100 or more beds) of Table 2 of Schedule B to this Agreement.

21.2 Vehicle/Travelling Allowance:

- (a) An employee, other than a Community Care Employee, sent for duty to a place other than his or her regular place of duty shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- (b) Where an employee is called upon and agrees to use his or her private vehicle for official business, the employee shall be paid the per kilometre allowance set out in Item 4 of Table 2 of Schedule B to this Agreement excluding travel to and from the employee's home to the first place of work and return to home at the end of his or her duties.
- (c) The vehicle/travelling allowance set out in Item 4 of Table 2 of Schedule B to this Agreement shall be amended as varied from time to time by the Australian Taxation Office.
- (d) Where an employee is required to use public transport for travel on official business such employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the employee's home to the first place of work and return to home at the cessation of his or her duties.
- (e) No payment shall be made under subclauses (b) and (c) unless St Basil's Homes is satisfied that the employee has incurred expenditure for such travel.
- (f)
 - (i) Where Community Care Employees are rostered to work with consecutive clients they shall be paid for the time taken to travel between locations at the rate of 3% of the ordinary pay per hour per kilometre travelled, excluding travel from the employee's home to the first place of work and return to home at the cessation of his/her duties; provided that this payment shall not be made if the employee is being paid at the hourly rate of pay for the time between consecutive clients.
 - (ii) Where subclause (i) above applies, the employees will accrue towards leave entitlements, up to the maximum entitlement for a full-time Employee, for time taken to travel between locations, excluding travel from the Employee's home to the first place of work and return to home at the cessation of duties.

21.3 Uniforms and Laundry Allowance:

- (a) Sufficient suitable and serviceable uniforms or overalls shall be supplied free of cost, to each employee required to wear them. The employee will be required to maintain the uniform to the required standard. An employee to whom a new uniform or part of a uniform has been supplied by the organisation, who fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment for it at a reasonable price, in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
- (b) Upon termination, an employee shall return any uniform or part thereof supplied by the organisation, which is still in use by the employee, immediately prior to leaving.
- (c) Each employee whose duties require them to work out of doors shall be supplied with overboots. Sufficient raincoats shall also be made available for use by these employees.
- (d) Each employee whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.
- (e) If, in any facility, the uniforms of an employee are not laundered at the expense of the Employer, the Employee will be paid a laundry allowance as set out in Item 7 of Table 2 of Schedule B to this Agreement.

21.4 Sleepovers Allowance:

- (a) Employees, other than nurses, may, in addition to normal rostered shifts, be required to sleepover. Nurses may undertake sleepovers by agreement. A sleepover means sleeping in at night in order to be on call for emergencies.
- (b) The following conditions shall apply to each night of sleepover:
 - (i) The span for a sleepover shall be not less than 8 hours or more than 10 hours on any one night.
 - (ii) Employees shall be provided with free board and lodging for each night on which they are required to sleep over.
 - (iii) Employees shall be provided with a separate room with a bed and use of staff facilities or client facilities where applicable.
 - (iv) In addition to the provision of free board and lodging for such nights, the employee shall be entitled to a sleepover allowance set out in Item 14 of Table 2 of Schedule B to this Agreement.
 - (v) No work other than that of an emergency nature shall be required to be performed during any sleepover. For the purposes of this clause an emergency is any unplanned occurrence or event requiring prompt action.

- (vi) ~~An employee directed to perform work other than that of an~~ emergency nature during any sleepover shall be paid the appropriate hourly rate from the start of the sleepover to the end of the non-emergency work, or from the start of the non-emergency work to the end of the sleepover, whichever is the lesser, in addition to the sleepover allowance in subclause (b)(iv).
- (vii) All time worked during any sleepover shall count as time worked and be paid for in accordance with the following provisions:

 - (A) All time worked by full-time employees during any sleepover shall be paid for at overtime rates.
 - (B) All time worked by part-time employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend penalties; provided that, if the total number of hours worked on that day exceeds the number of hours worked by full-time employees, or 10 hours where there are no such full-time employees, then the excess hours worked on that day shall be paid for at overtime rates; and provided further that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight as the case may be, then the excess hours worked in that week or fortnight, as the case may be, shall be paid for at overtime rates.
 - (C) All time worked by casual employees during any sleepover shall be paid for at ordinary rate of pay plus applicable shift and weekend penalties; provided that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight as the case may be, then the excess hours worked in that week or fortnight, as the case may be, shall be paid for at overtime rates.
 - (D) And provided further that where the employee does not have eight consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of subclause (x) of this subclause will apply.
- (viii) A sleepover may be rostered to commence immediately at the conclusion of the employee's shift and continuous with that shift; and/or immediately prior to the employee's shift and continuous with that shift, and not otherwise.
- (ix) No employee shall be required to sleepover during any part of their rostered days off provided for in Clause 15.1.

- (x) An employee (whether a full-time employee, part-time employee or casual employee) who performs so much work during sleepover periods between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times shall, subject to this subclause, be released after completion of such work until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of St Basil's Homes such an employee resumes or continues to work without having such eight consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) Nothing in this clause shall preclude St Basil's Homes from rostering an employee to work shift work in lieu of undertaking sleepovers.

21.5 On Call Allowance:

- (a) An employee who agrees to be on call, that is, the employee agrees to make themselves ready and available to return to work at short notice whilst off duty, shall be paid the allowance, for each period of 24 hours or part thereof, set out in Item 8 of Table 2 of Schedule B to this Agreement.
- (b) An employee who is directed to remain on call during a meal break shall be paid the meal break allowance set out in Item 9 of Table 2 of Schedule B to this Agreement, provided that no allowance shall be paid if, during a period of 24 hours, including such period of on call, the employee is entitled to receive the allowance prescribed in subclause (a).
- (c) Where an employee on call in accordance with subclause (a), leaves the residential aged care facility and is recalled to duty, she or he shall be reimbursed all reasonable fares and expenses actually incurred. Where in these circumstances the employee elects to use his or her own vehicle the employee shall be paid the per kilometre allowance set out in Item 4 of Table 2 of Schedule B to this Agreement.

21.6 Continuing Education Allowance:

- (a) A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.
- (b) The qualification must be accepted by St Basil's Homes to be directly relevant to the competency and skills used by the employee in the duties of the position.

- ~~(c) A registered nurse or enrolled nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.~~
- (d) The employee claiming entitlement to a continuing education allowance must provide evidence to St Basil's Homes that they hold that qualification.
- (e) A registered nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by St Basil's Homes to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 10 of Table 2 of Schedule B to this Agreement.
- (f) A registered nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by St Basil's Homes to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 11 of Table 2 of Schedule B to this Agreement.
- (g) A registered nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by St Basil's Homes to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 12 of Table 2 of Schedule B to this Agreement.
- (h) An enrolled nurse who holds a relevant Certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by St Basil's Homes to be directly relevant to the competency and skills used by the enrolled nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 13 of Table 2 of Schedule B to this Agreement.
- (i) The allowances set out in subclauses (e), (f), (g) and (h) are not included in the employee's ordinary rate of pay and will not constitute part of the ordinary rate.
- (j) A registered nurse or enrolled nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.
- (k) The rates for these allowances shall be adjusted in accordance with Table 2 of Schedule B to this Agreement.

21.7 Meal Allowance:

- (a) An employee who is required to work overtime for more than two (2) hours and such overtime goes beyond 6:00 a.m., 1:00 p.m., and 6:00 p.m. shall, at the option of St Basil's Homes, be supplied with a meal or shall be paid, as the case may be:
 - (i) the amount for breakfast set out in Item 1 of Table 2 of Schedule B to this Agreement;
 - (ii) the amount for lunch set out in Item 2 of Table 2 of Schedule B to this Agreement
 - (ii) the amount for the evening meal set out in Item 3 of Table 2 of Schedule B to this Agreement.

22. HIGHER DUTIES

- (a) Where an employee is called upon to relieve an employee in a higher classification outlined in this Agreement, or is called upon to act in a vacant position of a higher classification, shall be entitled to receive for the period of relief or the period during which he or she so acts the minimum payment for such higher classification.
- (b) Where an employee who is called upon to relieve an employee who is engaged in a position outside of this Agreement, the employee will be paid an allowance equating to fifteen (15) per cent of the employee's ordinary rate of pay, providing this rate does not exceed the relieved position rate. Where this is the case, the employee will be paid at the relieving position rate.

PART 3 - LEAVE

23. ANNUAL LEAVE

23.1 (a) Employees are entitled to annual leave in accordance with the provisions of the NES.

- (b) Casual employees have no entitlement to annual leave.

23.2 Accrual of Annual Leave:

- (a) All employees, other than Shift Workers, are entitled to four (4) weeks paid annual leave.
- (b) Nurses and Shift Workers are entitled to one (1) additional week of Annual Leave.
- (c) For the purposes of the NES a Shift Worker is defined as an employee who:
 - (i) is regularly rostered to work their ordinary hours outside Monday to Friday, 6:00 a.m. to 7:00 p.m.; and/or
 - (ii) works for more than four (4) ordinary hours on ten (10) or more weekends.

- (d) Additionally, Nurses who are regularly rostered over seven (7) days of the week; and regularly work on weekends are entitled to one (1) additional week of Annual Leave.
- (e) The entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- (f) **Transitional Arrangements:**
 - (i) Employees with accrued counter leave up to and including the day prior to the date of approval of this Agreement by the FWC will have such leave banked.
 - (ii) Banked counter leave referred to in subclause (i) above may be cashed out by agreement at the ordinary rate of pay, subject to a separate agreement in writing between St Basil's Homes and the employee for cashing out the full balance of accrued entitlement.
 - (iii) Employees who meet the definition of a shift worker on or after the date of approval of this Agreement by the FWC will be entitled to the accrual of the pro-rata amount equivalent to one (1) week annual leave from the date of approval of this Agreement by the FWC up to their employment anniversary date. From the next anniversary date the employee will be entitled to a total of five (5) weeks paid annual leave in accordance with Clause 23.2(a) and (b).
 - (iv) Employees who do not or no longer meet the definition of shift worker at the date of approval of this Agreement by the FWC will cease to accrue further counter leave from the date of approval of this Agreement by the FWC and will not be entitled to additional annual leave referred to in Clause 23.2(b).

23.3 Payment of Annual Leave:

- (a) If an employee takes annual leave during a period, the annual leave shall be paid at the employee's ordinary rate of pay for the employee's ordinary hours of work in the period.
- (b) An employee going on leave may elect to be paid:
 - (i) prior to commencing such leave; or
 - (ii) through their normal pay cycle.
- (c) Once the leave has commenced the election cannot be changed unless St Basil's Homes agrees.
- (d) If the employment of an employee who has not taken an amount of accrued annual leave ends at a particular time, the employee's untaken accrued annual leave shall be paid at the employee's ordinary rate of pay at that time.
- (e) Annual leave loading, if any, shall be paid in accordance with clause 23.5.

23.4 Taking of Annual Leave:

- (a) An employee is entitled to take an amount of annual leave during a particular period if:
 - (i) at least that amount of annual leave is credited to the employee; and
 - (ii) St Basil's Homes has authorised the employee to take the annual leave during that period.
- (b) In the taking of leave, the employee shall make written application to St Basil's Homes, giving timely notice of the desired period of such leave.
- (c) Annual leave shall be taken in an amount and at a time which is approved by St Basil's Homes subject to the operational requirements of the workplace. St Basil's Homes shall not unreasonably withhold or revoke such approval.
- (d) **Extensive accumulated annual leave:** An employee must take an amount of annual leave during a particular period if:
 - (i) reasonably directed to do so by St Basil's Homes;
 - (ii) at the time the direction is given, the employee has more than eight (8) weeks annual leave credited to him or her; and
 - (iii) the amount of annual leave left to the employee's credit is at least two (2) weeks.

23.5 Annual Leave Loading:

- (a) In addition to their Annual Leave payment, an employee will be paid the higher of:
 - (i) an annual leave loading of 17.5% of their Annual Leave; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- (b) Shift allowances and weekend penalties are not payable for public holidays which occur during a period of annual leave.
- (c) Where the employment of an employee ends, the employee shall be paid leave loading on all accrued annual leave, except for PAL.

23.6 Annual Leave and Service:

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

23.7 Payment of Annual Leave on Termination:

If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, St Basil's Homes must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

23.8 Cashing out of Annual Leave:

Annual Leave credited to an employee may be cashed out by agreement, subject to the following conditions:

- (a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks; and
- (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between St Basil's Homes and the employee; and
- (c) 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.
- (d) annual leave loading will be paid to the employee when cashing out annual leave subject to subclauses (a), (b), and (c) above.

23.9 Purchased Additional Leave (PAL):

- (a) The employer may offer permanent employees the opportunity to "purchase" an additional one week of leave each year in exchange for a proportional reduction in their salary over 12 months and within each financial year.
- (b) An employee wishing to purchase additional leave must enter into a written agreement with the employer which shall include:
 - (i) an election at the beginning of each financial year (i.e. at 1 July each year).;
 - (ii) agreement that the employee's salary will be reduced by 1.92% for the period of the agreement; and
 - (iii) authority for the employer to withhold an amount of money, from any monies owing to the employer for PAL taken but not accrued by the final pay within the financial year or at termination.
- (c) Accrued annual leave entitlements shall be exhausted or cashed out before the employee's PAL can be accessed.
- (d) All PAL must be used within each financial year (i.e. by 30 June each year). If any PAL is not used by the final pay within the financial year, or the employee wishes to cease the arrangement, the foregone salary (if any) will be re-credited and paid to the employee.
- (e) Superannuation entitlements will be calculated on the pre-reduction salary and leave loading shall not apply to PAL.

24. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

24.1 (a) Employees are entitled to personal/carer's leave and compassionate leave in accordance with the provisions of the NES.

(b) Casual employees have no entitlement to paid personal/carer's leave or compassionate leave, but do have an entitlement to unpaid leave.

24.2 Entitlement to paid Personal/Carers Leave:

(a) For each year of service with his or her employer, an employee is entitled to ten (10) days of paid personal/carer's leave.

(b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

24.3 Taking of Personal/Carer's Leave:

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

(a) where the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or

(b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:

(i) a personal illness, or personal injury, affecting the member; or

(ii) an unexpected emergency affecting the member.

24.4 Payment of Paid Personal/Carer's Leave:

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

24.5 Personal/Carers Leave on Public Holidays:

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

24.6 Unpaid Carer's Leave:

(a) An employee is entitled to two (2) days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

(i) a personal illness, or personal injury, affecting the member; or

(ii) an unexpected emergency affecting the member.

- (b) An employee may take unpaid carer's leave as:
 - ~~(i) a single continuous period of up to two (2) days; or~~
 - (ii) any separate periods agreed with St Basil's Homes.
- (b) An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carer's leave.

24.7 Compassionate Leave:

- (a) An employee is entitled to two (2) days of compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) An employee may take compassionate leave as:
 - (i) a single continuous period of two (2) days; or
 - (ii) two (2) separate periods of one (1) day each; or
 - (iii) any separate periods agreed with St Basil's Homes.

24.8 Payment for Compassionate Leave:

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

24.9 Notice and Evidence Requirements:

- (a) To be entitled to leave under Clause 24 an employee must give St Basil's Homes notice of the period, or expected period of the leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from his or her employment.
- (b) St Basil's Homes may require an employee to give St Basil's Homes evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (c) To be entitled to personal leave, of 2 days or more, during the period, the employee will be required to give St Basil's Homes as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:

- (i) a medical certificate from a medical practitioner stating that in their opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - (ii) a statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury.
- (d) To be entitled to carer's leave during the period, the employee may be required to give St Basil's Homes as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
 - (i) a medical certificate from a medical practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or
 - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period to provide care or support to the member because the member requires or required care or support during the period because of personal illness, or injury, of the member or an unexpected emergency affecting the member.
- (e) To be entitled to compassionate leave during the period, the employee may be required to give St Basil's Homes as soon as reasonably practicable (which may be at a time before or after the compassionate leave has started):
 - (i) a medical certificate from a medical practitioner stating that in their opinion the member is suffering from an illness or injury that poses a serious threat to the member's life; or
 - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period due to the death of the member.

24.10 Service:

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

25. COMMUNITY SERVICE LEAVE

25.1 Employees are entitled to Community Service Leave in accordance with the provisions of the NES.

25.2 Eligible community service activities:

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

25.3 Jury Service:

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

25.4 Voluntary emergency management activity (VEMA):

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

26. PARENTAL LEAVE

26.1 Employees are entitled to parental leave in accordance with the provisions of the NES. This clause outlines payment in addition to any other payment provided by the Commonwealth Paid Parental Leave Scheme (CPPLS).

26.2 Paid parental leave:

- (a) Full-time and part-time employees may claim paid parental leave at ordinary rate of pay, from the date the parental leave commences in the following circumstances:
 - (i) first claim: where eligible for unpaid parental leave; and
 - (ii) second and subsequent claims: where an employee having returned to work from a period of parental leave has completed three (3) months of continuous service prior to each claim.
- (b) For the purposes of the calculation of "ordinary rate of pay" for paid parental leave purposes, an employee will be paid the higher of:
 - (i) The average of the ordinary hours actually worked by the employee in the twelve (12) month period ending at the commencement of parental leave; or
 - (ii) The ordinary hours worked by the employee at the time of the commencement of parental leave.
- (c) Paid parental leave includes:
 - (i) nine (9) weeks paid maternity leave for the birth mother;
 - (ii) nine (9) weeks paid adoption leave for the initial primary carer of the adopted child; and
 - (iii) one (1) week paid partner leave.
- (d) Paid partner leave will be payable to:
 - (i) the father; or
 - (ii) partner of the birth mother; or
 - (iii) partner of the initial primary carer of an adopted child.

- (e) Partner includes same-sex and de facto partner but does not include former de facto partners.
- (f) Any period of "paid no safe job leave" taken by an employee pursuant to the "Transfer to a Safe Job" provisions of the Act shall be deducted from the employee's entitlement to paid maternity leave.

27. LONG SERVICE LEAVE

- 27.1 An employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the *Long Service Leave Act 1955 (NSW)* provided that should there be any inconsistency between that legislation and the provisions of this Agreement these provisions shall prevail to the extent this Agreement entitles employees to long service leave in excess of the employees' entitlement to long service leave under the *Long Service Leave Act (1955) NSW*.
- 27.2 Transition to Retirement: Employees with accrued long service leave up to and including the day prior to the date of their entry into a Transition to Retirement will have such leave in hours banked at the amount accrued to that date. Leave accrued from the date of entry into Transition to Retirement shall be calculated in accordance with the revised hours worked.
- 27.3 Each employee shall be entitled to two (2) months long service leave on ordinary rate of pay after ten years' service; thereafter additional long service leave shall accrue on the basis of **two (2) months** long service leave for each ten (10) years' service. This additional leave may be taken on a pro-rata basis each five years after completing the initial ten (10) year period of service.
- 27.4 Employees for whom the *Charitable, Aged and Disability Care Services (State) Award (NSW)* previously applied and were engaged prior to the date of approval of this agreement will continue to accumulate long service leave in accordance with the transitional arrangements associated with the *Charitable, Aged and Disability Care Services (State) Award (NSW)*.

Each employee shall be entitled two (2) months long service leave on ordinary rate of pay after ten years' service; thereafter additional long service leave shall accrue on the basis of **five (5) months** long service leave for each ten (10) years' service. This additional leave may be taken on a pro-rata basis each five years after completing the initial ten (10) year period of service.
- 27.5 Employees for whom the *Nursing Homes, &C., (State) Award (NSW)* previously applied and were engaged prior to the date of approval of this agreement will continue to accumulate long service leave in accordance with the transitional arrangements associated with the *Nursing Homes, &C., (State) Award (NSW)*.

Where the service of an employee with at least five years' service is terminated, the employee shall be entitled to long service leave as follows:

For the first five years' service - one month.

For the next ten years' service - a proportionate amount calculated on the basis of one month for each additional five years. For the purpose of calculation, each completed whole month of continuous service gives an entitlement equal to 0.0722 weeks' pay.

For all subsequent service - a proportionate amount calculated on the basis of 1.5 months for each additional five years. For the purpose of calculation, each completed whole year of continuous service gives an entitlement equal to 1.2996 weeks' pay.

- 27.6 Where the services of an employee with at least five (5) years' service are terminated by St Basil's Homes for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, he/she shall be entitled to be paid a proportionate amount on the basis of two (2) months for ten (10) years' service.
- 27.7 (a) St Basil's Homes shall give to each employee at least one month's notice of the date from which it is proposed that the employee's long service leave shall be given and taken. Long service leave shall be taken as soon as practicable having regard to the needs of the workplace, or where St Basil's Homes and the employee agree, such leave may be postponed to an agreed date.
- (b) Where St Basil's Homes and the employee agree in writing that the taking of a period of leave be postponed at the request of an employee to an agreed future date, the period of leave at the time of the agreement being made will, when taken, be paid at the rate applicable at the time of the agreement.
- 27.8 (a) On the termination of employment of an employee, otherwise than by his or her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination.
- (c) Where an employee who has acquired a right to long service leave, or after having had five (5) years' service and less than ten (10) years' service dies, the employee's personal representative shall, upon request, be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his or her services terminated as referred to in Clause 27.5 and such monetary value shall be determined according to the salary payable to the employee at the time of his or her death.

- 27.9 Where an employee has been granted a period of long service leave prior to the coming into force of this Agreement, the amount of such leave shall be debited against the amount of leave due under this Agreement.
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28. LEAVE WITHOUT PAY

- 28.1 By agreement between St Basil's Homes and a permanent employee, an employee may be granted a period of leave without pay.
- 28.2 The period of leave without pay will not break the continuity of service of the employee but will not count for the purpose of:
- (a) accruing annual leave or personal/carers leave, incremental progression, and public holidays;
 - (b) accruing long service leave,
 - (c) periods of workers' compensation in accordance with the Act;
 - (d) the qualifying period for paid and unpaid parental leave; and
 - (e) the calculation of notice and severance pay in accordance with Clause 29 - Termination of Employment and Clause 31 - Redundancy.

PART 4 - OTHER PROVISIONS

29. TERMINATION OF EMPLOYMENT

- 29.1 Prior to reaching any decision to terminate the employment of an employee on grounds other than would justify summary dismissal, St Basil's Homes will:
- (a) inform the employee that the termination of their employment is being considered;
 - (b) advise the employee of the reasons for termination; and
 - (c) provide the employee with an opportunity to show cause why their employment should not be terminated.

An employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. Where a meeting is held with the employee, the employee is entitled to have a witness present. The witness may be e.g. a co-worker, a workplace union delegate, an officer of the union, a family member, or any other person.

- 29.2 Employment, other than the employment of a casual, will be terminated only by appropriate notice on either side or by the payment by St Basil's Homes, or forfeiture by the employee, of wages in lieu of the period of notice specified. The employment of an employee on probation shall be terminated in accordance with Clause 13.1, and Clause 29.4 shall not apply to such employee.

29.3 Notice of termination by St Basil's Homes:

- | <u>(a) Period of Continuous Service</u> | <u>Minimum Period of Notice</u> |
|---|---------------------------------|
| 1 year or less | 1 week |
| More than 1 year but not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |
- (b) Employees (other than casuals) aged 45 years or older will be entitled to an additional one (1) week notice if the employee has completed at least two (2) years continuous service for St Basil's Homes.
- (c) Casuals are to be given notice to the end of the current shift worked.

29.4 Notice by employee:

- (a) Employees shall give St Basil's Homes two (2) weeks' notice of termination in writing.
- (b) Casuals shall only be required to give notice to the end of the current shift worked.

29.5 St Basil's Homes may, without notice, summarily dismiss an employee at any time for serious misconduct or wilful disobedience. Payment is up to the time of dismissal only.

29.6 St Basil's Homes will give the employee a statement signed by St Basil's Homes stating the period of employment and when the employment was terminated if the employee requests.

29.7 Abandonment of Employment:

Where an employee is absent from work for a continuous period of two (2) working days without the consent of St Basil's Homes, and without notification to St Basil's Homes, St Basil's Homes shall be entitled to inform the employee by written correspondence that unless the employee provides a satisfactory explanation for her or his absence within two (2) days of the receipt of such a request, the employee will be considered to have abandoned employment.

30. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

30.1 St Basil's Homes will notify:

- (a) Where St Basil's Homes has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, St Basil's Homes must notify the employees who may be affected by the proposed changes and their representatives, if any, which may be the union.

- (b) Significant effects include termination of employment; major changes in the composition, operation or size of St Basil's Homes' workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

30.2 St Basil's Homes to discuss change:

- (a) St Basil's Homes will discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in Clause 30.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by St Basil's Homes to make the changes referred to in Clause 30.1.
- (c) For the purposes of such discussion, St Basil's Homes must provide in writing to the employees concerned and their representatives, if any, which may be the union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to St Basil's Homes' interests.

31. REDUNDANCY

- 31.1 For the purposes of this clause, "continuous service" shall be interpreted in the same manner as "service of a worker" is interpreted in the *Long Service Leave Act 1955 (NSW)* as at the date this Agreement comes into operation. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an employee but are not to be taken into account in calculating length of service for the purposes of this clause.
- 31.2 Redundancy occurs where St Basil's Homes has made a definite decision that St Basil's Homes no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- 31.3 Unless the FWC subsequently orders otherwise pursuant to Clause 31.4, where the employment of an employee is to be terminated for the reason set out in Clause 31.2, St Basil's Homes shall pay, in addition to other payments due to that employee, the following retrenchment pay in respect of the following continuous periods of service:

- (a) Where the employee is under 45 years of age, St Basil's Homes shall pay the employee in accordance with the following scale:

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

- (b) Where the employee is 45 years of age or over, St Basil's Homes shall pay the employee in accordance with the following scale:

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

- (c) "Weeks pay" means the rate of pay for the employee concerned at the date of termination, and shall include in addition to the ordinary rate of pay any over-agreement payments and the following, if applicable:
- (i) shift allowances as prescribed in Clause 19 - Shift and Weekend Work;
 - (ii) weekend penalties as prescribed in Clause 19 - Shift and Weekend Work;
 - (iii) sleepover allowance as prescribed in Clause 21.4 - Sleepovers Allowance.

31.4 Subject to an application by St Basil's Homes and further order of the FWC, St Basil's Homes may pay a lesser amount (or no amount) of retrenchment pay than that contained in Clause 31.3. The FWC shall have regard to such financial and other resources of St Basil's Homes concerned as the FWC thinks relevant, and the probable effect paying the amount of retrenchment pay in Clause 31.3 will have on St Basil's Homes.

32. WORKLOAD MANAGEMENT

32.1 The parties to this agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employee/s and the quality of client care.

32.2 To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:

- (a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
- (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
- (c) If a solution still cannot be identified and implemented, the matter should be referred to the Facility Manager for further discussion.
- (d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the affected employees.

32.3 Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:

- (a) Clinical assessment of clients' needs;
- (b) The demand of the environment such as facility layout;
- (c) Statutory obligation, (including, but not limited to, workplace health and safety legislation;
- (d) The requirements of nurse regulatory legislation;
- (e) Reasonable workloads;
- (f) Accreditation standards;
- (g) Budgetary considerations.

32.4 If the issue is still unresolved, the employee/s may advance the matter through Clause 40 - Grievance and Disputes Resolution Procedures. Arbitration of workload management issues may only occur by agreement of all parties.

33. LABOUR FLEXIBILITY AND MIXED FUNCTIONS

33.1 St Basil's Homes may direct an employee to carry out such duties at the same level or below across the streams identified in the classification structure providing they are competent to do so by way of training or experience.

33.2 St Basil's Homes may direct an employee to carry out such duties and use such tools and equipment as may be required, provided the employee possesses the relevant skills and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be facilitated.

- 33.3 Any direction issued by St Basil's Homes pursuant to Clauses 33.1 and/or 33.2 shall be consistent with St Basil's Homes' responsibility to provide a safe and healthy working environment for employees, and St Basil's Homes' duty of care to clients.

34. REMUNERATION PACKAGING

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

- (a) St Basil's Homes shall ensure that the structure of any package complies with taxation and other relevant laws;
- (b) St Basil's Homes shall confirm in writing to the employee the classification level and the current salary payable as applicable to the employee under this Agreement;
- (c) St Basil's Homes shall advise the employee in writing of his or her right to choose payment of that salary referred to in subclause (b) above instead of a remuneration package;
- (d) St Basil's Homes shall advise the employee, in writing, that all Agreement conditions, other than the salary and those conditions as agreed in subclause (e) below shall continue to apply;
- (e) when determining the remuneration package, the non-salary fringe benefit shall be in accordance with relevant Australian Taxation Office legislation;
- (f) a copy of this agreement shall be made available to the employee;
- (g) the employee shall be entitled to inspect details of the payments made under the terms of this agreement;
- (h) the configuration of the remuneration package shall remain in force for the period agreed between the employee and St Basil's Homes;
- (i) where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, any unused amount will be paid as ordinary salary and will be subject to appropriate taxation.
- (j) remuneration packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding Fringe Benefit Tax or personal tax arrangements, and that change may impact on this agreement, all salary packaging arrangements may at the discretion of St Basil's Homes be terminated. Upon termination in these circumstances the employee's rate of pay will revert to the rate of pay that applied immediately prior to a salary packaging agreement made pursuant to this clause, or the appropriate Agreement rate of pay whichever is greater;

- (k) where changes are proposed to salary packaging arrangements other than to flow on wage increases, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then St Basil's Homes and/or the employee must give three (3) months' notice of the proposed change;
- (l) in the event that an employee ceases to be employed by St Basil's Homes this agreement will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates in accordance with subclause (b) above. Any outstanding benefit shall be paid on or before the date of termination; and
- (m) any pay increases granted to employees under this Agreement shall also apply to employees subject to remuneration packaging arrangements within this clause.

35. SUPERANNUATION

35.1 St Basil's Homes will make superannuation contributions into an approved Superannuation Fund nominated by the employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.

35.2 An 'approved fund' means:

- (a) the Health Employees' Superannuation Trust Australia (H.E.S.T.A.);
- (b) the Health Industry Plan;
- (c) the First State Super;
- (d) the Health Super; or
- (e) any agreed complying superannuation fund; provided that St Basil's Homes shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of agreement.

35.3 An employee will nominate one approved fund to which all statutory superannuation contributions shall be paid.

35.4 Should an employee fail to nominate a fund, St Basil's Homes will choose one of the above approved funds as the default fund into which contributions shall be paid under this Agreement.

35.5 The superannuation contributions will be paid at ordinary time earnings, which for the purpose of this Agreement include ordinary time worked on public holidays and public holiday loadings.

35.6 Contributions:

St Basil's Homes shall make, in respect of qualified employees, superannuation contributions into an approved fund on a monthly basis. With respect to casual employees, contributions shall be remitted at least quarterly.

35.7 Salary Sacrifice to Superannuation:

- (a) ~~An employee can elect to sacrifice a portion of salary to superannuation. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.~~
- (b) Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars). This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- (c) Employers will not use any amount that is salary sacrificed by an employee to count towards St Basil's Homes' obligation to pay contributions under the SG legislation.
- (d) Contributions payable by St Basil's Homes in relation to the SG legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
- (e) Any additional superannuation contributions made in accordance with this clause shall be paid into the same superannuation fund that receives St Basil's Homes' SG contributions.
- (f) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

36. ATTENDANCE AT MEETINGS

- (a) Any employee required to attend Work Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive ordinary rate of pay per hour for the actual time spent in attendance at such meetings.
- (b) In lieu of receiving payment, employees may, with the agreement of St Basil's Homes, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent shall not be viewed as overtime for the purposes of this Agreement.

37. TRAINING

- 37.1 Employees will be given on-going training as necessary, relevant to their roles and responsibilities.
- 37.2 Each employee shall provide to St Basil's Homes details of their attendance at training and St Basil's Homes shall keep a record of this attendance.

37.3 Upon termination of the employee's employment St Basil's Homes shall provide to the employee a written statement of the hours of training attended by the employee.

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

- (a) Employees shall attend training outside their normal rostered working hours when required to do so by St Basil's Homes;
- (b) St Basil's Homes shall provide employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours;
- (c) Notwithstanding Clause 18 - Overtime, attendance at such training shall be paid ordinary pay for the period of training.
- (d) St Basil's Homes requiring an employee to attend training shall also pay to the employee ordinary pay for time travelling to and from a period of training referred to in subclause (c) that is in excess of the time normally taken for that employee to attend work.
- (e) When receiving travelling time as set out in subclause (d), an employee using his or her own vehicle for attendance at such training shall be paid the per kilometre allowance set out in Item 4 of Table 2 of Schedule B to this Agreement.
- (f) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time employees to have at least eight or ten hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in Clause 15.1 - Arrangement of Hours. Where practicable, similar arrangements should also be made available to all other employees.
- (g) Any training undertaken by an employee that occurs at a workplace is not intended to replace or supplement staffing levels and the normal levels of service delivery at such a workplace.
- (h) Notwithstanding Clause 15.2 - Minimum Starts, Clause 18 - Overtime will not apply where attendance at such training is outside the normal rostered working time of other than full-time employees and where it interrupts the applicable eight or ten hour break between shifts.

37.5 First Aid Training:

Where an employer directs an employee to attend First Aid training the employer will bear the cost of the training. If such training is held outside the ordinary hours of work, the employee will be entitled to receive payment at the ordinary rate for the actual time spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

38. INSPECTION OF LOCKERS

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

39. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

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

39.2 An employee who is a parent, or has responsibility for the care, of a child may request St Basil's Homes for a change in working arrangements, including changes in hours of work, changes in patterns of work and changes in location of work, to assist the employee to care for the child if the child:

- (a) is under school age; or
- (b) is under 18 and has a disability.

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

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

39.4 The request must:

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

39.5 St Basil's Homes must give the employee a written response to the request within 21 days, stating whether St Basil's Homes grants or refuses the request.

40. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

- 40.1 In the event of a dispute about any matter arising under this agreement or the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 40.2 The parties agree that disputes in relation to requests for reasonable working arrangements may be dealt with under the terms of this clause.
- 40.3 An employer or employee may appoint another person or the Union to accompany and/or represent them for the purposes of this clause.
- 40.4 If a dispute is unable to be resolved at the workplace, and all appropriate steps under clause 40.1 have been taken, a party to the dispute may refer the dispute to the FWC or other statutory tribunal.
- 40.5 Where the matter in dispute remains unresolved, the FWC or other statutory tribunal may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 40.6 The parties agree that the FWC or other statutory tribunal shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and arbitration.
- 40.7 While the dispute resolution procedure is being conducted, the status quo must remain and work must continue in accordance with this agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform. Unless otherwise stated the terms "party" or "parties" referred to in this clause means St Basil's Homes and/or the employees, as the context requires.

41. UNION REPRESENTATION RIGHTS

- 41.1 A recognised workplace representative will be released from the performance of normal duty for reasonable periods to:
 - (a) represent employee members in bargaining;
 - (b) represent the interests of employee members to St Basil's Homes and to industrial tribunals or courts;
 - (c) undertake necessary preparation for bargaining or other meetings in which they will represent employee members' interests. This includes consulting with the employee members that they represent;
 - (d) meet the management of St Basil's Homes to represent employee member interests;

(e) address new employees about the benefits of union membership at the time they enter employment; and

(f) distribute official union publications at a time convenient to their manager.

41.2 While undertaking the activities listed in the preceding Clause 41.1 on a normal rostered day on duty, the recognised workplace representative will be regarded as being on duty and will not be required to apply for leave. They will be paid "ordinary time earnings" i.e. the classification rate, superannuation and shift loading which would otherwise be paid. The recognised workplace representative will not be entitled to overtime at the end of the roster cycle as a consequence of undertaking these activities.

41.3 Recognised workplace representatives will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where available) for the purpose of carrying out work as a recognised workplace representative including consulting with workplace colleagues and their union.

41.4 St Basil's Homes will allow the recognised workplace representatives to access annual leave or a reasonable amount of leave without pay to attend accredited union training except where workplace arrangements cannot be adjusted to permit the absence of the workplace representative.

EXECUTED by the parties

EXECUTED by ST BASIL'S HOMES

by being signed by those persons
who are authorised to sign on its
behalf:

Witness

Name of Witness

Address of Witness

DATED 20/3/2013

)
)
)

Rev. Nicholas Stavropoulos

Name of Authorised Officer

Position of Authorised Officer

Address of Authorised Officer

20 / March / 2013

**EXECUTED by a ST BASIL'S
HOMES' ENTERPRISE
BARGAINING COMMITTEE** on
behalf of those employees who are
not members of the Industrial
organisations party to this
agreement:

Witness

Name of Witness

Address of Witness

DATED 20/3/2013

)
)
)

Sussan. Beky

Name of St Basil's Homes Enterprise
Bargaining Committee Member

Leisure & Lifestyle Coordinator
Position of St Basil's Homes
Enterprise Bargaining Committee
Member

130 Croydon St, Lakemba
Address of St Basil's Homes
Enterprise Bargaining Committee
Member

20 / March / 2013

Brett Holmes

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

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Coral Vicky Levett

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

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

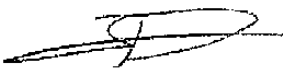
Margaret Potts

WITNESS

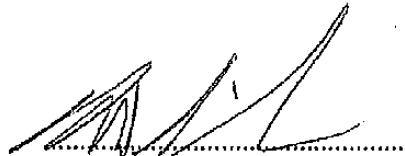
Margaret Mary Potts
50 O'Dea Ave, Waterloo

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

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



Tom Stevanja
Acting Industrial Manager
Health Services Union NSW Branch
Level2, 109 Pitt Street
SYDNEY NSW 2000



WITNESS

D. Lipman J.P
(129311 NSW)
Level 2, 109 Pitt Street
SYDNEY NSW 2000

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

SCHEDULE A - EMPLOYMENT CLASSIFICATIONS

STREAMS APPLICABLE TO AGED CARE WORKERS AT ST BASIL'S HOMES

Aged Care Worker	Residential Care Stream	Lifestyle Stream	Support Stream	Maintenance Stream	Community Care Stream	Administration Stream
Level 1	✓	✓	✓	✓	X	✓
Level 2	✓	✓	✓	✓	✓	✓
Level 3	✓	✓	✓	✓	✓	✓
Level 4	✓	✓	✓	✓	✓	✓
Level 5	✓	X	X	X	✓	X

AGED CARE WORKER – LEVEL 1

Required Knowledge & Skills	<ul style="list-style-type: none"> • Basic literacy and communication skills (in English). • Sufficient technical skills to operate equipment routinely used in positions at this level. • Understands the importance of personal hygiene and the application of personal hygiene standards in a workplace. • Understands the importance of safe work practices and their own personal responsibility to ensure a safe workplace.
Application of Knowledge & Skills	<ul style="list-style-type: none"> • Participates as a member of a team. • Undertakes further learning as required to fulfil the tasks required by the employer, including mandatory training. • Applies knowledge and skills to a limited range of tasks. • Capable of communicating a range of information in relation to the role performed so that it is understood and acted on as appropriate. • Works with some autonomy within established rules and procedures. • Complies with documentation requirements. • Minimum NSW Record of School Achievement (RoSA) (or equivalent).
Educational Requirements	
Level of Supervision	<ul style="list-style-type: none"> • Works under limited supervision.
Progression requirements to the next level	An employee at this level will undertake training relevant to the position and their stream to enable them to be deemed competent by the employer. Progression beyond this level will require the employee to successfully complete a competency assessment. The competency assessment as undertaken by the employer's education department in preparation for appointment to a higher level. Movement to a higher classification will only occur by way of promotion or re-classification as required by the employer to perform at this level.

Indicative Tasks – Level 1:

Residential Care Stream	Lifestyle Stream	Support Stream	Maintenance Stream	Community Care Stream	Administration Stream
<ul style="list-style-type: none"> • Provide assistance to clients in carrying out simple personal care needs which shall include daily hygiene, clothing and meals. 	<ul style="list-style-type: none"> • Provide assistance to a higher grade Aged Care Worker with routine recreational activities. 	<ul style="list-style-type: none"> • Domestic duties such as general cleaning of accommodation, food service, table service and clearing duties; assistance in the preparation of food and refreshments; • Laundry duties. 	<ul style="list-style-type: none"> • Gardening and maintenance including garbage collection and disposal, mowing lawns and labours. 	Not applicable.	<ul style="list-style-type: none"> • Undertake information handling, communication activities, operating office equipment, minor financial transactions.

AGED CARE WORKER – LEVEL 2

Required Knowledge & Skills	<ul style="list-style-type: none"> • An employee at this level can perform the duties of an Aged Care Worker – Level 1. • Effective literacy and communication skills (in English) at the level required to fulfil activities at this Level. • Sufficient technical skills to operate equipment used in positions at this level. • Understands the importance of personal hygiene and the application of personal hygiene standards in a workplace. • Understands the importance of safe work practices and their own personal responsibility to ensure a safe workplace. • Awareness of <i>The Aged Care Act 1997</i> and the Community Care Common Standards, including Accreditation protocols as these apply to the role.
Application of Knowledge & Skills	<ul style="list-style-type: none"> • Participates as a member of a team and/or works individually. • Operates with some autonomy and judgement in the completion of own defined and routine tasks. • May exercise some flexibility, discretion and minor decision making within the scope of practice. • Accountable for the quality, quantity and timeliness of their own work. • Undertakes further learning as required to fulfil the tasks required by the employer, including mandatory training. • Capable of communicating a range of information in relation to the role performed so that it is understood and acted on as appropriate. • Understands and works within established procedures.
Educational Requirements	<ul style="list-style-type: none"> • Certificate II in Community Services (or other acceptable qualification as deemed relevant by the employer) (or equivalent); OR • Relevant experience/on-the-job training commensurate with the requirements of work in this level. • Undertaking Certificate III in Aged Care or Certificate III in Home & Community Services.
Level of Supervision	<ul style="list-style-type: none"> • Works under general supervision. • Employees at this level may assist others in the supervision of the work of a Level 1 Aged Care Worker.
Progression requirements to the next level	<p>An employee at this level will undertake training relevant to the position and their stream to enable them to be deemed competent by the employer. Progression beyond this level will require the employee to successfully complete a competency assessment. The competency assessment as undertaken by the employer's education department in preparation for appointment to a higher level. Movement to a higher classification will only occur by way of promotion or re-classification as required by the employer to perform at this level.</p>

Indicative Tasks – Level 2:

Residential Care Stream	Lifestyle Stream	Support Stream	Maintenance Stream	Community Care Stream	Administration Stream
<ul style="list-style-type: none"> • Provide assistance to clients in accordance with the care plan. • Carry out personal care needs which shall include daily hygiene, clothing, meals, simple wound dressing • Implement continence programs as identified in the Care Plan; • Attend to routine urinalysis, blood pressure, temperature and pulse checks; • Blood sugar level checks • Recognise the signs of both Hyper and Hypo-Glycaemia. • Recognise, report and respond appropriately to changes in the condition of clients, within the skills and competence of the employee and the policies and procedures of the organisation; • Participate in the development and implementation of client care plans under supervision. 	<ul style="list-style-type: none"> • Assist in planning, conducting and assist clients in recreational and therapeutic activities. • Group activities. • Individual time with clients including talking, reading, playing games, etc. • Attend, assist and supervise at social outings. • Assist in the development and implementation of programs of activities for clients, under the supervision of an employee at a higher grade. • Maintain documentation in paper form. 	<ul style="list-style-type: none"> • Domestic duties such as general cleaning of accommodation, food service, table service and clearing duties; • assistance of planning and preparation of full range of meals; • Laundry duties. 	<ul style="list-style-type: none"> • Indoor/Outdoor gardening, garbage collection and disposal, mowing lawns and labouring. • Drive a Sedan or Utility. • Undertake basic handyperson repairs to buildings and equipment. • Provide advice on planning and plant maintenance. • Carry out physical inspections of property and premises and report. 	<ul style="list-style-type: none"> • Provide assistance to clients in carrying out the undertaking of domestic work, assisting with eating, banking, shopping, plant care and pet care. • Once competent the fitting and removal of aids and appliances; monitoring medications. • Showering/Bathing including mobility/transfers except where there are severely limited / uncontrollable body movements or serious comfort/health consideration. • Toileting including assisting self-catheterisation by holding mirror or positioning legs. • Skin Care, Nasal Care, Grooming (except where there are uncontrollable body movements), oral hygiene. • Under the direction of a registered nurse, assist in sheaths, leg baths, indwelling catheterisation, urinary diversion, bowel management and incontinence. • Medication: Prompting of medication through a Webster Pak only. • Observe, monitor and document diabetic clients in the management of their insulin and diet and recognising the signs of both Hyper and Hypo-Glycaemia. • Assisting with therapy within scope of capability at this level and where specialised training or knowledge is not required. 	<ul style="list-style-type: none"> • Undertake file management, information handling, operating and maintaining office equipment, minor financial transactions. • Respond to incoming telephone calls; make telephone calls; draft simple correspondence. • Reception duties. • Produce documents. • Reconcile invoices for payment to creditors.

AGED CARE WORKER – LEVEL 3

Required Knowledge & Skills	<ul style="list-style-type: none"> • An employee at this level can perform the duties of an Aged Care Worker – Level 2. • Sound literacy and communication skills (in English) at the level required to fulfil activities at this Level. • Able to convey job related technical information to a variety of stakeholders. • Understands the importance of personal hygiene and the application of personal hygiene standards in a workplace. • Understands the importance of safe work practices and their own personal responsibility to ensure a safe workplace. • Basic understanding of <i>The Aged Care Act 1997</i> and the Community Care Common Standards, including Accreditation protocols as these apply to the role.
Application of Knowledge & Skills	<ul style="list-style-type: none"> • Participates in the workplace as a member of a team or works individually. • May exercise autonomy and judgement in the completion of own defined and routine tasks. • May exercise flexibility, discretion and decision making within the scope of practice. • Accountable for the quality, quantity and timeliness of their own work. • Applies and communicates known solutions to a variety of predictable problems. • Interprets and acts on available information. • Undertakes further learning as required to fulfil the tasks required by the employer, including mandatory training. • Understands and works within established procedures.
Educational Requirements	<ul style="list-style-type: none"> • Certificate III in Aged Care or Home & Community Services (or other acceptable qualification as deemed relevant by the employer) (or equivalent); OR • Relevant experience/on-the-job training commensurate with the requirements of work in this level. • Residential Care Stream and/or Community Care Stream employees may have Medication Module – "Provide Physical Assistance with Medication" (CHCCS305C) where medication is administered from Webster packs.
Level of Supervision	<ul style="list-style-type: none"> • Works under minimal supervision. • Employees at this level may direct and train other Aged Care Workers.
Progression requirements to the next level	<p>An employee at this level will undertake training relevant to the position and their stream to enable them to be deemed competent by the employer. Progression beyond this level will require the employee to successfully complete a competency assessment. The competency assessment as undertaken by the employer's education department in preparation for appointment to a higher level. Movement to a higher classification will only occur by way of promotion or re-classification as required by the employer to perform at this level.</p>

Indicative Tasks – Level 3:

Residential Care Stream	Lifestyle Stream	Support Stream	Maintenance Stream	Community Care Stream	Administration Stream
<ul style="list-style-type: none"> • Coordinate and direct the work of staff. • Schedule work programs on a routine and regular basis. • Assist in the development of care plans. 	<ul style="list-style-type: none"> • Facilitate group and individual recreational activities for clients to address special physiological and/or psychological needs of clients. • Assist in developing and displaying a monthly 'Activities Program' that reflects the abilities and preferences of clients and maintain all forms of documentation. • Observe, identify and report variations in clients' abilities and/or condition. • Participate in case conferences as required. • Liaise with service providers to facilitate the achievement of clients' leisure and recreational pursuits. 	<ul style="list-style-type: none"> • Plan, order and prepare all meals and domestic services. 	<ul style="list-style-type: none"> • Schedule work programs on a routine and regular basis. • Drive a Minibus or Larger Vehicle where the employee holds a Light Rigid driver's licence. • Carry out maintenance, repairs, gardening and other tasks falling within the scope of trades skills. • Undertake the more complicated repairs to equipment and appliances calling for trades skills. 	<ul style="list-style-type: none"> • Provide assistance to clients in personal care, eating, transferring/mobility • Fitting and changing of catheter bags. • Grooming and mobility/transfers where there are severely limited / uncontrollable body movements or serious comfort/health consideration. • Medication: Prompting of medication through a Webster Pak only. • Assisting with therapy within scope of capability at this level and where specialised training or knowledge is required. 	<ul style="list-style-type: none"> • Undertake file management, information handling. • Operate and maintain office equipment including training others in the use of that equipment. • Respond to telephone enquiries, including sensitive enquiries with tact and discretion. • Produce documents including drafting and establishing structure where required. • Reconcile invoices for payment to creditors, maintain stock control records. • Provide information, advice, referral and follow up as required. • Undertake appointments and travel/accommodation bookings in line with given itinerary. • Allocate and monitor team tasks to achieve group goals.

AGED CARE WORKER – LEVEL 4

Required Knowledge & Skills	<ul style="list-style-type: none"> • An employee at this level can perform the duties of an Aged Care Worker – Level 3. • Strong literacy and communication skills (in English) at the level required to fulfil activities at this Level. • Technical and communication skills to provide technical information to a variety of stakeholders. • Understands the importance of personal hygiene and the application of personal hygiene standards in a workplace. • Understands the importance of safe work practices and their own personal responsibility to ensure a safe workplace. • Detailed understanding of <i>The Aged Care Act 1997</i> and the Community Care Common Standards, including Accreditation protocols as these apply to the role.
Application of Knowledge & Skills	<ul style="list-style-type: none"> • Participates in the workplace as a team leader or works individually. • Responsible for own tasks and activities which may be specialised. • Responsible for organising and supervising others. • Exercises flexibility, autonomy and judgement. • Applies specialist technical skills, procedures and practices to deal with situations which at times may be under unexpected circumstances. • Identifies, analyses, compares and acts on information from a range of sources. • Guides activities and provides technical advice in the area of work and learning. • Undertakes further learning as required to fulfil the tasks required by the employer, including mandatory training.
Educational Requirements	<ul style="list-style-type: none"> • Certificate IV in Aged Care or Home & Community Services (or other acceptable qualification as deemed relevant by the employer) (or equivalent); OR • Relevant experience/on-the-job training commensurate with the requirements of work in this level, AND • Residential Care Stream and Community Care Stream employees must have Medication Module CHCCS424B Administer and monitor medications (including pre-requisites: HLTAP301B Recognise healthy body systems in a health care setting and CHCCS305C Assist clients with medication).
Level of Supervision	<ul style="list-style-type: none"> • Works under minimal supervision. • Employees at this level will direct, train or coordinate the work of other Aged Care Workers.
Progression requirements to the next level	<p>An employee at this level will undertake training relevant to the position and their stream to enable them to be deemed competent by the employer. Progression beyond this level will require the employee to successfully complete a competency assessment. The competency assessment as undertaken by the employer's education department, in consultation with Management, in preparation for appointment to a higher level. Movement to a higher classification will only occur by way of promotion or re-classification as required by the employer to perform at this level.</p>

Indicative Tasks – Level 4:

Residential Care Stream	Lifestyle Stream	Support Stream	Maintenance Stream	Community Care Stream	Administration Stream
<ul style="list-style-type: none"> Overall responsibility for the provision of personal care to clients. Coordinate and direct the work of staff. Schedule work programs. Administer medication to clients. 	<ul style="list-style-type: none"> Create, organise and facilitate group and individual recreational activities and programs, and maintain appropriate documentation. Observe, identify and report variations in clients' abilities and/or condition Participate in case conferences as required Liaise with family/person responsible/carer s and other health care members to facilitate the achievement of clients' leisure and recreational pursuits. Coordinate and direct the work of staff 	<ul style="list-style-type: none"> Coordinate and direct the work of staff. 	<ul style="list-style-type: none"> Coordinate and direct the work of staff. Schedule work programs. Where required, let routine service contracts associated with gardening. 	<ul style="list-style-type: none"> Plan, direct and coordinate subordinate staff including rostering staff and ensuring they have the necessary skills to perform their tasks. Undertake and implement quality control measures. Create and maintain client computer records, and access and extract information from external sources. Assist in the development of budgets; Order consumables and routine stock items used in domestic support areas; Develop client care plans and oversee the provision of domestic services. 	<ul style="list-style-type: none"> Categorise files; ensure efficient distribution of files and records; maintain security of filing system; train others in the operation of the filing system; compile report; identify information source(s) inside and outside the organisation. Provide information on current service provision and resource allocation within area of responsibility; identify trends in client requirements. Maintain storage media; devise and maintain filing system; set printer for document requirements when various setups are available; design document format; assist and train network users; shutdown network equipment. Manage diary on behalf of others; assist with appointment preparation and follow up for others; organise business itinerary; make meeting arrangements; record minutes of meeting; identify credit facilities; prepare content of documentation for meetings. Plan work, allocate tasks and/or provide training for staff in lower grades.

AGED CARE WORKER – LEVEL 5

Required Knowledge & Skills	<ul style="list-style-type: none"> • An employee at this level can perform the duties of an Aged Care Worker – Level 4. • Strong literacy and communication skills (in English) at the level required to fulfil activities at this Level. • Technical and communication skills to provide technical information to a variety of stakeholders. • Understands the importance of personal hygiene and the application of personal hygiene standards in a workplace. • Understands the importance of safe work practices and their own personal responsibility to ensure a safe workplace. • Detailed understanding of <i>The Aged Care Act 1997</i> and the Community Care Common Standards, including Accreditation protocols as these apply to the role.
Application of Knowledge & Skills	<ul style="list-style-type: none"> • Exercises any/all managerial functions in relation to the operation of the care service. • Complies with documentation requirements as determined by the employer. • Responsible for own tasks and activities. • Responsible for organising and supervising others. • Exercises flexibility, autonomy and sound judgement. • Applies specialist technical skills, procedures and practices to deal with situations which at times may be under unexpected or frequently changing circumstances. • Identifies, analyses, compares and acts on information from a range of sources. • Assesses and resolves problems as they arise. • Guides activities and provide technical advice in the area of work and learning. • Undertakes further learning as required to fulfil the tasks required by the employer, including mandatory training.
Educational Requirements	<ul style="list-style-type: none"> • Diploma in Aged Care or Home & Community Services (or other acceptable qualification as deemed relevant by the employer) (or equivalent); OR • Relevant experience/on-the-job training commensurate with the requirements of work in this level, AND • Residential Care Stream employees must have Medication Module – “Provide Physical Assistance with Medication” (CHCCS303A).
Level of Supervision	<ul style="list-style-type: none"> • Works under general guidance from Management. • Employees at this level will direct, train and coordinate other Aged Care Workers.
Progression requirements to the next level	<p>An employee at this level will undertake training relevant to the position and their stream to enable them to be deemed competent by the employer. Progression beyond this level will be by way of promotion or re-classification as required by the employer to perform at this level.</p>

Indicative Tasks – Level 5:

Residential Care Stream	Lifestyle Stream	Support Stream	Maintenance Stream	Community Care Stream	Administration Stream
<ul style="list-style-type: none"> Responsible for supervision of the care service (eg: Hostel Supervisor). Exercise any/all managerial functions in relation to the operation of the care service Contribute to the development of policies and procedures and ensure compliance. Assist in the development of budgets, planning and reporting. Ensure that all employees are trained in safe working practices and in the safe operation of equipment and are made aware of all work health and safety policies and procedures. 	Not Applicable.	Not Applicable.	Not Applicable.	<ul style="list-style-type: none"> Responsible for leading and/or supervising the work of others with minimal supervision. Coordinate resources and/or give support to more senior employees or be engaged in duties of a specialist nature. Accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed. Resource Coordination. Case Management. 	Not Applicable.

Enrolled Nurse means a person enrolled with the Board as such.

Registered Nurse (RN) means a person registered by the Board as such.

Clinical Nurse Specialist means a registered nurse:

- with specific post registration qualifications and twelve months experience working in the clinical area of her or his specified post registration qualification; or
- with four years post registration experience in a specific clinical area and working in the clinical area of her or his specified post registration experience.

SCHEDULE B - PAY, OTHER RATES AND ALLOWANCES

Table 1 - Rates of Pay

Classification	Current rate of pay (\$)	First pay period on or after 1 July 2012 (\$)	First pay period on or after 1 July 2013 (\$)	First pay period on or after 1 July 2014 (\$)	First pay period on or after 1 July 2015 (\$)
Aged Care Worker Level 1					
Residential care/lifestyle/support	17.36	17.88	18.42	18.97	19.54
Administration/maintenance	17.36	17.88	18.42	18.97	19.54
Aged Care Worker Level 2					
Residential care/lifestyle/support	18.43	18.98	19.55	20.14	20.74
Community care/administration/maintenance	18.43	18.98	19.55	20.14	20.74
Aged Care Worker Level 3					
Residential care/lifestyle/support	19.53	20.15	20.75	21.37	22.01
Community care/administration/maintenance	19.56	20.15	20.75	21.37	22.01
Community High Care	20.18	20.79	21.41	22.05	22.71
Aged Care Worker Level 4					
Residential care/lifestyle/support	20.54	21.16	21.79	22.44	23.12
Community care/administration/maintenance	20.98	21.61	22.26	22.93	23.61
Aged Care Worker Level 5					
Care	27.46	28.28	29.13	30.01	30.91
Community Care Case Management	30.03	30.93	31.86	32.81	33.80

Table 1 - Rates of Pay (continued)

Classification	Current rate of pay (\$)	First pay period on or after 1 July 2012 (\$)	First pay period on or after 1 July 2013 (\$)	First pay period on or after 1 July 2014 (\$)	First pay period on or after 1 July 2015 (\$)
Assistant in Nursing (Grandfathered)					
Without Certificate III	18.43	18.98	19.55	20.14	20.74
With Certificate III	18.93	19.50	20.08	20.69	21.31
Enrolled Nurse					
Year 1	20.00	20.60	21.22	21.85	22.51
Year 2	21.00	21.63	22.28	22.95	23.64
Year 3	22.00	22.66	23.34	24.04	24.76
Year 4	24.00	24.72	25.46	26.23	27.01
Year 5 & thereafter	25.00	25.75	26.52	27.32	28.14
Registered Nurse					
Year 1	23.00	23.69	24.40	25.13	25.89
Year 2	24.00	24.72	25.46	26.23	27.01
Year 3	25.00	25.75	26.52	27.32	28.14
Year 4	27.00	27.81	28.64	29.50	30.39
Year 5 & thereafter	32.50	33.48	34.48	35.51	36.58
Clinical Nurse Specialist / Educator					
Paypoint 1	33.00	33.99	35.01	36.06	37.14
Paypoint 2	36.00	37.08	38.19	39.34	40.52
Paypoint 3	42.00	43.26	44.56	45.89	47.27

Table 2 - Other Rates and Allowances

Item No.	Brief Description	Clause No.	First pay period on or after 1 July 2012 - (\$)	First pay period on or after 1 July 2014 - (\$)
1	Overtime - Breakfast	21.7(a)(i)	\$12.52 per meal	\$12.90 per meal
2	Overtime - Luncheon	21.7(a)(ii)	\$16.20 per meal	\$16.69 per meal
3	Overtime - Evening Meal	21.7(a)(iii)	\$23.64 per meal	\$24.35 per meal
4	Vehicle Allowance - official business	18.4(b) 21.2(b) 21.2(c) 21.5(c) 37.4(e)	\$0.74 per km*	As per ATO*
5	In charge of residential aged care facility less than 100 beds	21.1(a)	\$21.53 per shift	\$22.18 per shift
6	In charge of residential aged care facility, 100 beds or more	21.1(a)	\$34.69 per shift	\$35.73 per shift
7	Laundry	21.3(c)	\$0.32 per shift or \$1.49 per week (whichever is the lesser amount)	\$0.33 per shift or \$1.53 per week (whichever is the lesser amount)
8	On call	21.5(a)	\$17.57 per day	\$18.10 per day
9	On call during meal break	21.5(b)	\$11.06 per period	\$11.39 per period
10	Continuing education allowance: RN	21.6(e)	\$18.08 per week	\$18.62 per week
11	Continuing education allowance: RN	21.6(f)	\$30.12 per week	\$31.02 per week
12	Continuing education allowance: RN	21.6(g)	\$36.13 per week	\$37.21 per week
13	Continuing education allowance: EN	21.6(h)	\$12.04 per week	\$12.40 per week
14	Sleepover	21.4(b)(iv)	\$36.00 per sleepover	\$37.08 per sleepover
15	Broken Shift	15.3(d)	\$8.29 per broken shift	\$8.54 per broken shift

*As varied from time to time by the Australian Taxation Office.

SCHEDULE C - SUPPORTED WAGE SYSTEM

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

C.2 In this schedule:

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

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

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

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

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

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

C.3 Eligibility criteria

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

C.3.2 This schedule does not apply to any existing employee who has a claim against St Basil's Homes 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.

C.4 Supported wage rates

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

Assessed capacity (clause C5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

C.4.2 Provided that the minimum amount payable must be not less than \$75 per week.

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

C.5 Assessment of capacity

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

C.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by St Basil's Homes as a time and wages record in accordance with the Act.

C.6 Lodgement of SWS wage assessment agreement

C.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by St Basil's Homes with the FWC.

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

C.7 Review of assessment

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

C.8 Other terms and conditions of employment

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

C.9 Workplace adjustment

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

C.10 Trial period

- C.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- C.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- C.10.3 The minimum amount payable to the employee during the trial period must be no less than \$75 per week.
- C.10.4 Work trials should include induction or training as appropriate to the job being trialled.
- C.10.5 Where St Basil's Homes and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

SCHEDULE D - NATIONAL TRAINING WAGE NON-NURSING STAFF

D.1 Title

This National Training Wage Schedule applies only to trainees who, but for the operation of this agreement, would be covered by the *Aged Care Award 2010* and/or the *Social, Community, Home Care and Disability Services Industry Award 2010*.

D.2 Definitions

In this schedule:

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

approved training means the training specified in the training contract.

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

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed.

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation.

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

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*.

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

traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification.

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

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package.

year 10 includes any year before Year 10.

D.3 Coverage

D.3.1 Subject to clauses D.3.2 to D.3.6 of this schedule, this schedule applies in respect of an employee covered by this Agreement who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix D1 to this schedule or by clause D.5.4 of this schedule.

D.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix D1 to this schedule.

D.3.3 This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

D.3.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

D.3.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this Agreement dealing with traineeships, the other terms and conditions of this Agreement prevail.

D.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

D.4 Types of Traineeship

The following types of traineeship are available under this schedule:

D.4.1 a full-time traineeship based on 38 ordinary hours per week, with 20 percent of ordinary hours being approved training; and

D.4.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20 percent of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

D.5 Minimum Wages

D.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10 per week	Year 11 per week	Year 12 per week
	\$	\$	\$
School leaver	264.70	291.60	347.40
Plus 1 year out of school	291.60	347.40	404.30
Plus 2 years out of school	347.40	404.30	470.50
Plus 3 years out of school	404.30	470.50	538.70
Plus 4 years out of school	470.50	538.70	
Plus 5 or more years out of school	538.70		

(b) Wage Level B

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10 per week	Year 11 per week	Year 12 per week
	\$	\$	\$
School leaver	264.70	291.60	338.10
Plus 1 year out of school	291.60	338.10	388.80
Plus 2 years out of school	338.10	388.80	456.00
Plus 3 years out of school	388.80	456.00	520.10
Plus 4 years out of school	456.00	520.10	
Plus 5 or more years out of school	520.10		

(c) Wage Level C

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	264.70	291.60	338.10
Plus 1 year out of school	291.60	338.10	380.50
Plus 2 years out of school	338.10	380.50	425.00
Plus 3 years out of school	380.50	425.00	473.60
Plus 4 years out of school	425.00	473.60	
Plus 5 or more years out of school	473.60		

(d) AQF Certificate Level IV traineeships

- (i) (Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	559.40	581.10
Wage Level B	539.70	560.40
Wage Level C	491.20	509.80

D.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$ per hour	\$ per hour	\$ per hour
School leaver	8.71	9.60	11.43
Plus 1 year out of school	9.60	11.43	13.30
Plus 2 years out of school	11.43	13.30	15.48
Plus 3 years out of school	13.30	15.48	17.72

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$ per hour	\$ per hour	\$ per hour
Plus 4 years out of school	15.48	17.72	
Plus 5 or more years out of school	17.72		

(b) Wage Level B

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$ per hour	\$ per hour	\$ per hour
School leaver	8.71	9.60	11.13
Plus 1 year out of school	9.60	11.13	12.79
Plus 2 years out of school	11.13	12.79	15.00
Plus 3 years out of school	12.79	15.00	17.11
Plus 4 years out of school	15.00	17.11	
Plus 5 or more years out of school	17.11		

(a) Wage Level C

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$ per hour	\$ per hour	\$ per hour
School leaver	8.71	9.60	11.13
Plus 1 year out of school	9.60	11.13	12.52
Plus 2 years out of school	11.13	12.52	13.98
Plus 3 years out of school	12.52	13.98	15.58
Plus 4 years out of school	13.98	15.58	
Plus 5 or more years out of school	15.58		

(b) School-based traineeships

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix D1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
8.71	9.60

(c) AQF Certificate Level IV traineeships

- (i) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	18.41	19.12
Wage Level B	17.75	18.44
Wage Level C	16.16	16.77

(d) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses D.5.2(a)-(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses D.5.2(a)-(e) of this schedule applies to each ordinary hour worked by the trainee.

- (iv) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses D.5.2(a)-(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

D.5.3 Other minimum wage provisions

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

D.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I-III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix D1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I-III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

D.6 Employment conditions

- D.6.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this Agreement apply.
- D.6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- D.6.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for St Basil's Homes for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.
- D.6.4 Subject to clause D.3.5 of this schedule, all other terms and conditions of this Agreement apply to a trainee unless specifically varied by this schedule.

17 May 2013

Deputy President Drake
Fair Work Commission
Level 8
80 William Street
East Sydney NSW 2010

130 Croydon Street
Lakemba NSW 2195
PO Box 126 Lakemba, NSW 2195
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Your Honour

St Basil's Homes Enterprise Agreement 2013 Statement of Undertaking

I refer to the application by Realise Performance Pty Limited on behalf of St Basil's Homes under section 185 of the Fair Work Act 2009 for the approval of a single enterprise agreement to be known as St Basil's Homes Enterprise Agreement 2013 (matter number AG2013/750).

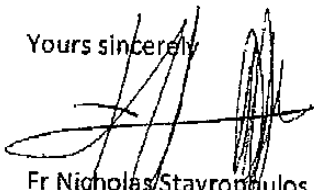
Further to your request to our Bargaining Representative (Mr Chris Westacott from Realise Performance Pty Limited), St Basil's Homes undertakes the following:

1. That **Clause C4.2 of Schedule C – Supported Wage System** of the Agreement have the minimum weekly rate amended from \$75 per week to \$76 per week.
2. That **Schedule D - National Training Wage Non-Nursing Staff** of the Agreement have the rates of pay adjusted to be in line with the current rates of pay of the Aged Care Modern Award 2010 (as per the attachment).

Upon receipt of your decision we will ensure that all staff are made aware these undertakings.

On behalf of St Basil's Home I would like to thank Your Honour for her assistance in finalising this matter and we look forward to receiving formal approval of our Agreement from Fair Work Commission in due course. If you require any further documentation or clarification, please contact Mr Chris Westacott, Managing Director, Realise Performance on (02) 8850 7124.

Yours sincerely



Fr Nicholas Stavropoulos
Chief Executive Officer
St Basil's Homes

Cc: Chris Westacott - Realise Performance Pty Limited
Kelran Dalton - NSW Nurses and Midwives Association
Fran Johnson - Health Services Union NSW Branch

D.5 Minimum Wages

D.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	8.96	9.88	11.76
Plus 1 year out of school	9.88	11.76	13.69
Plus 2 years out of school	11.76	13.69	15.93
Plus 3 years out of school	13.69	15.93	18.23
Plus 4 years out of school	15.93	18.23	
Plus 5 or more years out of school	18.23		

(b) Wage Level B

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	8.96	9.88	11.45
Plus 1 year out of school	9.88	11.45	13.16
Plus 2 years out of school	11.45	13.16	15.44
Plus 3 years out of school	13.16	15.44	17.61
Plus 4 years out of school	15.44	17.61	
Plus 5 or more years out of school	17.61		

(c) **Wage Level C**

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	8.96	9.88	11.45
Plus 1 year out of school	9.88	11.45	12.88
Plus 2 years out of school	11.45	12.88	14.39
Plus 3 years out of school	12.88	14.39	16.03
Plus 4 years out of school	14.39	16.03	
Plus 5 or more years out of school	16.03		

(a) **AQF Certificate Level IV traineeships**

- (i) (Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

(a) **School-based traineeships**

Subject to clauses **Error! Reference source not found.** and **Error! Reference source not found.** of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix D1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
8.96	9.88

(b) AQF Certificate Level IV traineeships

- (i) Subject to clauses **Error! Reference source not found.** and **Error! Reference source not found.** of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses **Error! Reference source not found.** and **Error! Reference source not found.** of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	18.94	19.67
Wage Level B	18.26	18.97
Wage Level C	16.63	17.26