



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

St Basil's Homes Ltd T/A St Basil's NSW/ACT
(AG2024/2882)

ST BASIL'S NSW/ACT ENTERPRISE AGREEMENT 2024

Aged care industry

DEPUTY PRESIDENT WRIGHT

SYDNEY, 19 SEPTEMBER 2024

Application for approval of the St Basil's NSW/ACT Enterprise Agreement 2024.

Introduction

[1] St Basil's Homes Ltd (the Employer) has made an application for approval of an enterprise agreement known as the *St Basil's NSW/ACT Enterprise Agreement 2024* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement. The relevant awards for the purpose of the BOOT are, depending upon the classification of the employee, the *Aged Care Award 2010*, the *Health Professionals and Support Services Award 2020* (HPSS Award), the *Nurses Award 2020* and the *Social, Community, Home Care and Disability Services Industry Award 2020* (SCHADS Award).

National Employment Standards (NES) precedence term in Clause 7.2 of the Agreement

[2] Clause 20.5(e) of the Agreement provides that the employer and employees may agree to substitute a nominated public holiday to another day. This appears to be inconsistent with s.115(3) of the Act which provides that such substitution may only occur by Agreement between the employer and an employee. I note that in accordance with the NES precedence term in Clause 7.2 of the Agreement, this clause will be read and interpreted in conjunction with the NES.

Agreement Rates Below Award Rates

[3] In the initial application, the rates of pay in the Agreement for Level 1 Health Professionals with a Bachelor's Degree appeared to be below the rates of pay in the HPSS Award. After the Commission raised this with the Employer, the Employer claimed that it incorrectly aligned the Health Professional – Level 1 (Bachelor's Degree) classification in the Agreement with Level 2 Health Professional Employee classification in the Award in the F17A Declaration. The Employer subsequently filed an amended Form F17A which showed that the Health Professional – Level 1 (Bachelor's Degree) classification in the Agreement is aligned with the Level 1 Health Professional Employee classification in the HPSS Award.

[4] I consider it appropriate in the circumstances to allow a correction of a document relating to a matter before the FWC and do so pursuant to s.586(a) of the Act.

Excursions and 24-Hour Care Shifts

[5] The Agreement is silent about providing safeguards for 24 Hour Care and Excursions as provided in Clauses 25.8 and 25.9 respectively of the SCHADS Award. The Employer provided submissions that there is no requirement for the workforce to undertake either excursions or 24-hour care shifts. On the basis of this submission I am satisfied that it is reasonably foreseeable that the Employer will not require its employees to work either Excursion shifts or 24-Hour Care shifts during the life of the Agreement.

Allowances

[6] The Agreement is silent about some allowances provided by clause 15 of the *Aged Care Award 2010* including the leading hand allowance and nauseous work allowance. The Employer submits that there is no situation where these allowances are payable to its current workforce. On the basis of this submission I am satisfied that it is reasonably foreseeable that the Employer will not require its employees to work in any circumstances which would attract the payment of any allowances in clause 15 of the *Aged Care Award 2010* which are not already provided in the Agreement.

Rosters

[7] Clause 16 of the Agreement provides that appropriate consultation should be undertaken in relation to roster changes although there is no provision regarding a specific timeframe regarding the notification of changes. In contrast, Clause 25.5(d)(i) of the SCHADS Award provides that 7 days' notice will be given of a change in a roster.

[8] The Employer provided submissions stating that the Agreement provides safeguards, such as clause 43.8, which ensure a fair and reasonable process aligned with consultation for rosters and ordinary hours of work.

Apprentice Rates

[9] Clause 13.6 of the Agreement provides that apprentices will be paid in accordance with the relevant modern award. In these circumstances, apprentices are not better off overall under the Agreement compared to the relevant modern award. The Employer submitted that no apprentices are currently engaged under the terms of the Agreement and there is no intention to engage apprentices during the life of the Agreement. I am therefore satisfied that it is reasonably foreseeable that the Employer will not employ any apprentices during the life of the Agreement.

Trainee Rates

[10] Clause 13.5 of the Agreement provides that the minimum wages and conditions for trainees will be in accordance with the *Miscellaneous Award 2020*. In these circumstances, trainees are not better off overall under the Agreement compared to the relevant modern award. The Employer submitted that no trainees are currently engaged under the terms of the Agreement and there is no intention to engage trainees during the life of the Agreement. I am

therefore satisfied that it is reasonably foreseeable that the Employer will not employ any trainees during the life of the Agreement.

Section 190 Undertakings

[11] The employer provided written undertakings. A copy of the undertakings is attached as Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

Section 186, 187, 188 and 190

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

Section 183 Bargaining Representatives

[13] The Health Services Union (HSU) and the Australian Nursing and Midwifery Federation (ANMF), being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them.

[14] In accordance with s.201(2), I note that the Agreement covers the HSU and the ANMF.

Approval

[15] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 26 September 2024. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

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



ST BASIL'S NSW/ACT

ENTERPRISE AGREEMENT 2024

CONTENTS

PART A – APPLICATION AND OPERATION	4
1 – MAKING OF THIS AGREEMENT.....	4
2 – TITLE	4
3 – PARTIES BOUND.....	4
4 – COMMENCEMENT AND DURATION	4
5 – COMPLETE AGREEMENT	4
6 – AGREEMENT FLEXIBILITY.....	5
7 – NATIONAL EMPLOYMENT STANDARDS (NES)	6
8 – DEFINITIONS	6
9 – NO EXTRA CLAIMS.....	9
10 – RELATIONSHIP TO POLICIES AND PROCEDURES	10
11 – ACCESS TO AGREEMENT AND NES	10
PART B – ENGAGEMENT	10
12 – SCREENING REQUIREMENTS FOR WORKERS, CONTRACTORS AND VOLUNTEERS.....	10
13 – EMPLOYEE ENGAGEMENT	11
14 – CLASSIFICATION.....	14
15 – ARRANGEMENT OF HOURS.....	16
16 – ROSTERS.....	20
17 – OVERTIME	23
18 – SHIFT AND WEEKEND WORK	26
19 – BROKEN SHIFTS	27
20 – PUBLIC HOLIDAYS	28
21 – BREAKS	31
22 – MANDATORY MEETINGS AND TRAINING.....	33
23 – PAY AND PAYMENT	33
24 – ALLOWANCES	34
25 – HIGHER DUTIES	38
26 – SUPERANNUATION.....	38
27 – SALARY PACKAGING	39
28 – TRAINING.....	40
29 – TRAINING RECORD.....	41
30 – CAREER DEVELOPMENT	41

PART C – LEAVE	43
31 – ANNUAL LEAVE	43
32 – LONG SERVICE LEAVE	46
33 – PERSONAL/CARER'S AND COMPASSIONATE LEAVE.....	48
34 – FAMILY AND DOMESTIC VIOLENCE LEAVE	50
35 – COMPASSIONATE LEAVE.....	50
36 – NATURAL DISASTER LEAVE	52
37 – EMPLOYER PAID PARENTAL LEAVE	52
38 – COMMUNITY SERVICE LEAVE	53
39 – CEREMONIAL LEAVE	54
40 – EDUCATION LEAVE.....	54
41 – LEAVE WITHOUT PAY	54
42 – REPATRIATION LEAVE	55
PART D – OTHER PROVISIONS	56
43 – CONSULTATION AND CHANGE.....	56
44 – REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS.....	58
45 – WORKLOAD MANAGEMENT AND CARE MINUTES	59
46 – UNION NOTICE BOARD AND UNION ONSITE MEETINGS	61
47 – UNION REPRESENTATIVE LEAVE	62
48 – BULLYING AND HARASSMENT	62
49 – DISCIPLINARY MATTERS	62
50 – DISPUTE RESOLUTION PROCEDURE	64
51 – TERMINATION OF EMPLOYMENT	65
52 – REDUNDANCY	67
53 – WORKPLACE DELEGATES' RIGHTS	69
SCHEDULES	73
SCHEDULE A – EMPLOYMENT CLASSIFICATIONS	73
A. GENERAL EMPLOYMENT CLASSIFICATIONS	74
B. NURSES' EMPLOYMENT CLASSIFICATIONS.....	95
C. HEALTH PROFESSIONAL EMPLOYEE CLASSIFICATIONS	97
SCHEDULE B – PAY RATES AND ALLOWANCES	100
TABLE 1 – RATES OF PAY	100
TABLE 2 – ALLOWANCES.....	105

PART A – APPLICATION AND OPERATION

1 – MAKING OF THIS AGREEMENT

- 1.1 This Agreement is made under Section 172 of the [Fair Work Act 2009](#) (“the Act”)
- 1.2 St Basils Homes will take the necessary steps to seek approval of this Agreement under section 186 of the Act.

2 – TITLE

- 2.1 This Agreement shall be known as the St Basil’s NSW/ACT Enterprise Agreement 2024 and throughout is referred to as “the Agreement”.

3 – PARTIES BOUND

- 3.1 This Agreement shall be binding according to its terms upon the following:
 - a) St Basil’s Homes Ltd (ABN 47 082 585 988) herein known as St Basil’s Homes or the Employer;
 - b) Health Services Union NSW/ACT/QLD;
 - c) New South Wales Nurses and Midwives’ Association; and
 - d) Australian Nursing and Midwifery Federation (NSW & ACT Branch); and
 - e) those employees of St Basil’s Homes performing work within the structure contained in this Agreement.

4 – COMMENCEMENT AND DURATION

- 4.1 The Agreement will take effect seven (7) days after the date of approval by the Fair Work Commission. The Agreement will have a nominal expiry date of 30 June 2026.
- 4.2 Renegotiation of the Agreement will commence by three (3) months prior to the nominal expiry date of the Agreement.

5 – COMPLETE AGREEMENT

- 5.1 Other than individual flexibility agreements reached in accordance with **Clause 44 - Request for Flexible Working Arrangements**, the 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 the Employer and their 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.

6 – AGREEMENT FLEXIBILITY

6.1 St Basil's Homes and an Employee covered by this Agreement may agree to make individual flexibility arrangements to vary the effect of terms of the Agreement if:

- a) the agreement deals with one (1) or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
- b) the arrangement meets the genuine needs of St Basil's Homes and the Employee in relation to one (1) or more of the matters mentioned in sub-clause 6.1 (a); and
- c) the arrangement is genuinely agreed to by St Basil's Homes and the Employee.
- d) Management 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, management will take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

6.2 St Basil's Homes must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

6.3 St Basil's Homes must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of St Basil's Homes and the Employee; and
- c) is signed by St Basil's Homes and the Employee and if the Employee is under eighteen (18) years of age, signed by a parent or guardian of the Employee; and
- d) includes details of:
 - i. the terms of this Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

- e) states the day on which the arrangement commences.
- 6.4 St Basil's Homes must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- 6.5 St Basil's Homes or the Employee may terminate the individual flexibility arrangement:
- a) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
 - b) if St Basil's Homes and the Employee agree in writing – at any time.

7 – NATIONAL EMPLOYMENT STANDARDS (NES)

- 7.1 The NES, as may be varied from time to time, must apply to the Employees who are bound by the Agreement. Any provisions of the NES that are also referred to or set out in the Agreement are for the convenience of the parties.
- 7.2 Where the NES, as may be varied from time to time, provides a condition or entitlement more favourable to the Employee than a condition or entitlement set out in the Agreement, the NES prevails.
- 7.3 Where the Agreement provides a condition or entitlement more favourable to the Employee than a condition or entitlement of the NES, the Agreement prevails.
- 7.4 A [Fair Work Information Statement](#) will be provided in accordance with Section 125 of the Act.
- 7.5 A [Casual Employment Information Statement](#) will be provided in accordance with Section 125B of the Act.

8 – 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 purpose of this Agreement:

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

ADO means accrued day off.

Agreement means the St Basil's NSW/ACT Enterprise Agreement 2024.

AHPRA means the Australian Health Practitioner Regulation Agency.

Award means the relevant Modern Award that would be applicable to the Employee in the absence of this Agreement. For the purposes of this Agreement, relevant Modern Awards include:

- a) the [Aged Care Award 2010 \[MA000018\]](#);
- b) the [Nurses Award 2020 \[MA000034\]](#); and
- c) the [Social, Community, Home Care and Disability Services Award 2010 \[MA000100\]](#).

Base Rate of Pay means the 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 AHPRA as appropriate/applicable.

Casual Employee means an Employee engaged as a Casual Employee as defined by s15A of the Act.

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

Commission means the Fair Work Commission.

Day Worker – Ordinary hours of work for a day worker 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 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.

Employee means an Employee of the Employer and has the meaning in the Act.

Employer means St Basil's Homes (ABN: 47 082 585 988) and has the meaning in the Act.

Full-time Employee means an Employee as set out in clause 13.2 of this Agreement.

FWC means the Fair Work Commission.

Higher Duties means the duties and tasks of another Employee, or job, in a higher classification.

Household Member means any person who lives with the Employee.

Immediate Family means:

- a) A spouse, a former 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 a former spouse or de facto partner of the Employee; or
- c) A person related to the Employee in accordance with the First Nations kinship relationship.

NES means the National Employment Standards set out in Part 2-2 of the Act.

Nurse means a Registered Nurse, Enrolled Nurse and Assistant in Nursing.

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

Part-time Employee means an Employee as set out in clause 13.3 of this Agreement.

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

Regulations refers to the [Fair Work Regulations 2009](#) (Cth).

Serious Misconduct has the meaning set out in r1.07 of the Regulations.

Shift Worker means:

- a) An Employee who is regularly rostered to work their ordinary hours outside Monday to Friday, 6am to 6pm; and/or
- b) An Employee who works for more than four (4) ordinary hours on ten (10) or more weekends.

Standard Rate standard rate means the minimum wage for a Personal Care Employee (Home Care) Employee level 3.

Union or Unions means the Australian Nursing & Midwifery Federation New South Wales Branch (also known as the NSW Nurses and Midwives' Association) and the Health Services Union NSW/ACT/QLD and the organisation(s) that have given notice under s183 of the Act and which the Commission has noted is covered by this Agreement in accordance with s201-2 of the Act.

9 – NO EXTRA CLAIMS

- 9.1 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 all applies and agree that they will not pursue any extra claims during the term of this Agreement.
- 9.2 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.
- 9.3 Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement. The parties acknowledge that the terms of this Agreement represent the totality of all matters arising from this agreement and that no industrial action shall be taken in support of any matter(s) whatsoever which is (are) covered or not covered by this Agreement until its nominal expiry date has passed and the requirements of the Act have been satisfied.
- 9.4 In the event that the Modern Awards pertaining to this Agreement are the subject of Work Value Case or other increase to rates of pay or classifications, St Basil's Homes will consult with the relevant parties during the life of this Agreement.
- a) The Parties covered by this Agreement acknowledge the decisions made by the Fair Work Commission to vary modern awards to increase the minimum wages of aged care sector workers (AM2020/99, AM2021/63, AM2021/65) (the Work Value Applications).
 - b) Where a percentage increase to wages in Schedule 3 is applicable under this clause, employees will be entitled to the greater of:
 - i. the St Basil's Rates with the applicable Schedule 3 increase applied;
 - or
 - ii. the Work Value Case Rates.
 - c) Should the "Stage Three Decision" in the Work Value case regarding Matter AM2021/63 result in St Basil's receiving net additional, Work Value case specific Government funding towards increasing the base rate of Employees or a group of Employees covered by this Agreement, St Basils will pass on that funding by way of wage increases to the St Basil's Rates (not the Work Value case rates) applicable directly to those Employees, or group of Employees for which the additional funding has been granted subject to any obligations for

payment which may be made by Government as a condition of receiving the additional funding.

- d) The Employer recognises that Stage 3 of the Work Value applications before the Fair Work Commission have not been completed. The Employer undertakes that any financial assistance delivered by the Commonwealth in regard to the rates of pay will be provided to employees in accordance with the Minister's instructions or guidance.

10 – RELATIONSHIP TO POLICIES AND PROCEDURES

- 10.1 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.

11 – ACCESS TO AGREEMENT AND NES

- 11.1 The Employer must ensure that copies of this Agreement and the NES are available to all Employees in a readily accessible location at or near the workplace or through electronic means.

PART B – ENGAGEMENT

12 – SCREENING REQUIREMENTS FOR WORKERS, CONTRACTORS AND VOLUNTEERS

- 12.1 The Employer is required to ensure Employees, contractors, and volunteers, who have, or are reasonably likely to have, access to care recipients undergo a National Screening Check known as an NDIS Worker Screening Check.
- 12.2 The Employer will pay the cost of new Employee's initial Police Check before commencing employment if required.
- 12.3 The Employer will pay the cost of renewal of Police Checks for Employees required to undergo such checks.
- 12.4 As a National Disability Insurance Services (NDIS) provider, the Employer is required to ensure Employees, Contractors, and Volunteers, who have, or are reasonably likely to have, access to care recipients of the NDIS, undergo a NDIS Workers Screening Check.

12.5 The Employee will pay the cost of the initial NDIS Workers Screening Check before commencing employment if required.

12.6 It is the responsibility of the Employee to maintain Worker Screening Check.

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 may terminate the employment by providing written notice in accordance with **Clause 51 - Termination of Employment**.
- c) Employees will not be covered by 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; or
 - ii. immediately before the dismissal.

13.2 Full-time Employees

A full-time Employee is engaged to work an average of 38 hours per week.

13.3 Part-time Employees

- a) A Part-time Employee is engaged to work less than 38 hours per week and whose hours of work are reasonably predictable.
- b) Before commencing part-time employment, St Basil's Homes and the Employee must agree in writing the guaranteed minimum number of hours to be worked, the days of the week and shifts that will be worked the agreement will also include the starting and finishing times each day. This may be varied in writing at any time by mutual agreement.
- c) A part-time Employee may work more than the guaranteed minimum number of hours, considered additional hours, up to thirty-eight (38) hours per week, or seventy-six (76) hours per fortnight.
- d) At the request of a part-time Employee, the guaranteed minimum number of hours to be worked by the Employee will be reviewed after twenty-six (26) weeks, where the Employee is regularly working more than their guaranteed minimum number of hours. If the Employee regularly works additional hours the Employer must increase the Employee's guaranteed minimum hours. This

variation must be in writing. This will not apply to additional hours worked if the additional hours are due to any of the following:

- i. Relieving another Employee who is absent;
 - ii. Temporarily acting in another Employee's position; or
 - iii. Short term operational requirements.
- e) The provisions of the Agreement will apply to Part-time Employees on a pro-rata basis. Part-time Employees must receive the same entitlements (such as leave) at the proportion of their hours to those of a Full-time Employee.
- f) A Part-time Employee may be requested to work reasonable additional hours in accordance with **clauses 15 – Arrangement of Hours, clause 16 – Rosters and clause 17 – Overtime.**

13.4 **Casual Employment**

- a) A casual Employee is an Employee engaged on an hourly basis.
- b) A casual Employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the Employee's classification plus the 25% casual loading.
- c) **Casual Conversion**
 - i. A casual Employee who has been rostered on a regular and systematic basis over a period of 6 months has the right to request conversion to permanent employment.
 - ii. A regular casual Employee is a casual Employee who has in the preceding period of twelve (12) months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full-time Employee or part-time Employee under the provisions of this Agreement.
 - iii. Any request under this sub-clause must be in writing and provided to St Basil's Homes.
 - iv. Where a regular casual Employee seeks to convert to full-time or part-time employment, St Basil's Homes may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.
 - v. **Reasonable grounds for refusal**

Reasonable grounds for refusal include that:

 - A. it would require a significant adjustment to the casual Employee's hours of work for the Employee to be engaged as a full-time or part-time Employee in accordance with the provisions

- of this Agreement - that is, the casual Employee is not truly a regular casual Employee as defined in subclause (a); or
- B. it is known or reasonably foreseeable that the regular casual Employee's position will cease to exist within the next twelve (12) months; or
 - C. it is known or reasonably foreseeable that the hours of work which the regular casual Employee is required to perform will be significantly reduced in the next six (6) months; or
 - D. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.
 - E. the hours worked in the following circumstances will also not be incorporated in a consent and conversion:
 - I. where the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and/or
 - II. where the increase in hours is due to a temporary increase in hours, for example, due to the specific needs of a resident or client.

13.5 Trainees

Trainees will be employed in accordance with the provisions set out in the [Miscellaneous Award 2020 \[MA000104\]](#). The rates contained in the Miscellaneous Award 2020 will move in accordance with changes to the Trainee rates in the Miscellaneous Award 2020 as they vary from time to time.

13.6 Apprentices

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

- d) Apprentice payrates will be paid in accordance with the relevant modern award.

14 – CLASSIFICATION

- 14.1 The Employer must classify Employees according to the structure and definitions set out in **Schedule A – Employment Classifications**.
- 14.2 If an Employee believes that they are incorrectly classified, they may request a review of their classification.
- 14.3 A request for a review of classification must be given to the Employer in writing.
- 14.4 The Employer must consider the request considering the following:
 - a) The nature of the work undertaken; and
 - b) The skills and responsibilities required; and
 - c) The conditions under which the work is performed.
 - d) The employer will respond to the request within 3 weeks after the request for the review has been lodged.
- 14.5 This will not apply if an Employee is simply performing more work at the same classification or different work at the same classification or temporarily occupying a position at a higher level under **clause 25 Higher Duties**.
- 14.6 The above provisions do not apply to Nurse Employees who progress based upon years of service.
- 14.7 **Recognition of Service and Experience for Registered Nurses and Enrolled Nurses**
 - a) From the time of commencement of employment, Employees classified as Registered Nurses, Enrolled Nurses and Assistants in Nursing have three (3) months in which to provide documentary evidence to the Employer, 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 relevant documentation contemplated in clause 14.7(a), the Employer will 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 the relevant documentary evidence of other previous relevant service or experience not disclosed at the time of commencement, the Employer will 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 will be paid a rate appropriate for the previous relevant service or experience then proved, but only from the date of providing that evidence to the Employer.
- e) An Employee who is working in the same classification for more than one (1) organisation will notify the Employer within one (1) month of the end of each quarter of their hours worked with those other Employers in the last quarter.
- f) An Employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other Employers) as and from a particular date must provide proof of that entitlement within three (3) months of that entitlement arising. If that proof is so provided, the Employee will 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 will be paid at the higher rate only from the date that proof is provided.
- g) For the purpose of yearly progression based on service and experience, an Employee must complete 1976 hours of work including any Annual Leave taken during the year.

14.8 Labour Flexibility and Mixed Functions

- a) The Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence, and training.
- b) The Employer 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.
- c) Any direction issued by the Employer pursuant to clauses 14.8 (a) or 14.8 (b) will be consistent with the Employer's responsibility to provide a safe and healthy working environment for Employees, and the Employer's duty of care to residents and/or clients.

14.9 **No Routine Domestic Duties for Nurses and Personal Care Employees**

- a. Registered Nurses, Enrolled Nurses, Nursing Assistants, and Personal Care Employees shall not be required to perform, as a matter of routine, the following duties:
 - i. folding and distribution of laundry;
 - ii. pushing kitchen trolleys;
 - iii. gathering and clearing plates and cutlery;
 - iv. sweeping, polishing and/or dusting of floors, walls or windows, corridors, annexes, bathrooms or verandas;
 - v. nor any duties which are generally performed by classifications other than the above classifications.
- b. This provision shall not preclude the employment of Nurses, Enrolled Nurses, Nursing Assistants, or Personal Care Employees in any duties where the performance of those duties involves disinfection of clinical equipment.
- c. Upon request, the Employer will provide all relevant information to Employees and/or their Union regarding the application of clause 14.9. This information will be used to inform discussions on any concerns raised about routine allocation of domestic duties to Personal Care Employees.

15 – ARRANGEMENT OF HOURS

15.1 **Span of Hours – Day Worker**

The ordinary hours of work for a day worker are worked between 6:00am and 6:00pm, Monday to Friday.

A shift worker is an Employee who is regularly rostered to work their ordinary hours of work outside the span of a day worker as defined in **clause 8 - Definitions**.

The ordinary hours of work, exclusive of mealtimes, must not exceed an average of 38 hours per week.

15.2 The hours of work in clause 15.1 may be arranged as follows:

- a) Seventy-six (76) hours per fortnight to be arranged so that each Employee will not work their ordinary hours on more than ten (10) days in the fortnight; or
- b) 152 hours in a 28 calendar-day cycle to be arranged so that each Employee will not work their ordinary hours on more than twenty (20) days in the 28 calendar-day cycle; or

- c) 152 hours in a 28 calendar-day cycle to be arranged so that each Employee will not work their ordinary hours on more than nineteen (19) days with the twentieth (20th) day taken as an Accrued Day Off (ADO) paid at the ordinary rate.
 - d) As otherwise agreed in writing between the Employer and the Employee over a period of no more than thirteen (13) weeks.
- 15.3 Employees will be free from duty (and on-call arrangements) for not less than two (2) full days in each week or four (4) full days in each fortnight or eight (8) full days in each 28-day cycle. Where practical, days off will be consecutive. These days are referred to as Rostered Days Off (RDO).
- 15.4 Each shift must consist of no more than eight (8) hours on a day shift or ten (10) hours on a night of ordinary hours of work (not including unpaid meal breaks).
- 15.5 The Employer will not require an Employee to work more than seven (7) consecutive shifts however where the Employee requests and St Basils Home's agrees this must be confirmed in writing. This Agreement will be confirmed by way of an Individual Flexibility Agreement as described in **clause 6 – Agreement Flexibility**.
- 15.6 Except for meal breaks and the periods not worked in broken shifts, all time from the commencement to the cessation of duty of each shift will count as working time.
- 15.7 The Employer will ensure that rosters include a provision for Registered Nurses to conduct a minimum fifteen (15) minute handover at the commencement of each shift, where it is required.
- 15.8 **Minimum Starts**
- a) Full-time Employee:
 - i. A Full-time Employee must be paid a minimum of four (4) hours for each shift.
 - b) Part-time Employee:
 - i. A Part-time Employee must be paid a minimum of three (3) hours for each shift.
 - c) Casual Employees:
 - i. Casual Employees who are not involved in Home Care must be paid a minimum of two (2) hours for each shift.

- ii. Casual Employees involved in Home Care work must be paid a minimum of two (2) hour for each shift.
- iii. Casual Health Professional Employees receive a minimum of three (3) hours for each engagement.

15.9 Reasonable Additional Hours

- a) All hours worked over an average of thirty-eight (38) ordinary hours per week or seventy-six (76) ordinary hours per fortnight, will be deemed to be additional hours. All hours worked by Part-time Employees beyond their guaranteed minimum number of hours will be treated as additional hours for the purpose of this clause. From time to time, Full-time Employees may be asked to work a reasonable number of additional hours. Part-time Employees may be asked to work a reasonable number of additional hours. All additional hours worked will be paid at the relevant rate in accordance with this Agreement.
- b) An Employee must 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 (under [Section 62](#) of the Act):
 - i. Any risk to Employee health and safety from working the additional hours;
 - ii. The Employee's personal circumstances, including family responsibilities;
 - iii. The needs of the workplace or enterprise in which the Employee is employed;
 - iv. Whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - v. Any notice given by the Employer of any request or requirement to work the additional hours;
 - vi. Any notice given by the Employee of their intention to refuse to work the additional hours;
 - vii. The usual patterns of work in the industry, or the part of an industry, in which the Employee works;
 - viii. The nature of the Employee's role, and the Employee's level of responsibility;
 - ix. Whether the additional hours are in accordance with averaging terms included under section 63 of the Act or this Enterprise Agreement that applies to the Employee;

- x. Whether the additional hours are on a public holiday;
- xi. The Employee's hours or work over the four (4) weeks ending immediately prior to the employee being required or requested to work the additional hours, and
- xii. Any other relevant matter.

15.10 Accrued Days Off (ADO)

- a) A full-time Employee whose ordinary hours of work are scheduled in accordance with clause 15.2(c) will be entitled to an Accrued Day Off (ADO) in each twenty-eight (28)-day cycle. The ordinary hours of work on each of those days will be arranged to include a proportion of one (1) hour, calculated at 0.4 of one (1) hour for each eight (8)-hour shift worked. These hours will accumulate towards the Employee's Accrued Day Off with pay.
- b) A Full-time Employee's ADO will be determined by mutual agreement between the Employee and the Employer having regard to the needs of the place of employment or sections thereof. Such ADO will, where practicable, be consecutive with the rostered days off, provided that ADOs will not be rostered on public holidays.
- c) Where the Employer and the Employee agree, up to five (5) ADOs may be accumulated and taken in conjunction with the Employee's Annual Leave or at another agreed time.
- d) Where more than five (5) days have been accumulated, the Employer may require the Employee to:
 - i. take the ADOs within three (3) months; or
 - ii. be paid out the ADOs at ordinary pay.
- e) No time towards an ADO will accumulate during periods of workers' compensation, unpaid Parental Leave, Long Service Leave, any period of unpaid leave, Annual Leave or on an ADO.
- f) Credit towards an ADO will continue to accumulate whilst an Employee is on paid Personal/Carer's Leave. Where an accrued day off falls during a period of Personal/Carer's Leave, the Employee's available Personal/Carer's Leave shall not be debited for that day.

- g) Employees entitled to ADOs will continue to accrue credits towards them in respect of each day those Employees are absent on leave in accordance with **clause 19 - Public Holidays**.
- h) An Employee will be paid for any accumulated ADOs, at ordinary pay, on the termination of their employment for any reason.
- i) By agreement with the Employer, an Employee may cash out any accumulated ADOs at ordinary pay.

15.11 Right to Disconnect

- a) Employees will not be required to monitor, read, or respond to contact from the Employer outside of working hours.
- b) Requests to work additional hours, or to fill vacant shifts, will only be made through the Employer-facilitated platforms (such as Workplace) or through messaging groups used at the facility for work-related communications.

16 – ROSTERS

16.1 The principles which will inform the rostering allocations are as follows:

- a) Rostering will be in line with contracted hours as per **clause 13.3(b) – Part-time Employees**. However, the Employer reserves the right to consult Employee's in relation to changes to regular rosters in line with their obligations under **clause 43 – Consultation and Change**. Rostering preferences will be accommodated as far as possible, consistent with filling the roster in accordance with experience and skill mix requirements. Employees will be obligated to comply with rostering requirements.
- b) An appropriate skill mix of Registered Nurses, Enrolled Nurses and Carers shall be considered to meet the needs of resident care.
- c) As far as possible the same staff will be allocated to the same residents to ensure continuity of care.

16.2 The principles which will inform the rostering display are as follows:

- a) The Employer must ensure that the roster is made available for each Employee in a form accessible to the Employee. A roster which includes the following information:
 - i. The ordinary hours of work for each Employee;
 - ii. Each sleepover; and
 - iii. ADOs where applicable.

- b) The roster must be displayed at least two (2) weeks prior to the commencing date of the first working period in any roster subject to clause 16.2(c). The parties agree that it is desirable to display the roster as far in advance as is possible, and the Employer will use their best endeavours to ensure that the roster is displayed four (4) weeks prior.
- c) The roster and changes to the roster may be communicated to an Employee in a range of ways including a hard copy in a place conveniently accessible to an Employee such as a portal, App, telephone, direct contact, mail, email, SMS and notice board. Appropriate consultation should be undertaken with individuals where roster changes are to be of a more permanent nature. Clause 16.2(a) will not make it obligatory for the Employer to display any roster of ordinary hours of work of casual or relieving Employees.

16.3 The principles which will inform any alterations to the roster are as follows:

- a) Apart from clause 16.2, a roster may be altered at any time:
 - i. So as to enable the service of the organisation to be carried on where another Employee is unexpectedly absent from duty or in the event of an emergency; or
 - ii. In accordance with clause 16.4 Client Cancellation; or
 - iii. Where the Employer and Employee affected agree.
- b) When the staff levels drop below the staff headcount based on the current occupancy, the Employer will use its best endeavours to replace staff who are absent (e.g. due to sick leave, annual leave, training) as follows, subject to considerations of whether excessive overtime by an individual staff member would be worked:
 - i. The vacant shift will first be offered to permanent staff in the same or higher classification.
 - ii. If the permanent staff member is unavailable, the vacancy will be offered to casual staff in the same or higher classifications.
 - iii. If the vacancy remains unfilled after (i) and (ii) above, contact will be made with at least one (1) employment agency and where an employee of the same or higher classification is able to fill the vacancy, the position will be filled by an agency employee.
- c) Where vacant shifts exist, St Basil's Homes will wherever possible, offer additional shifts to permanent part-time Employees before they are offered to casual Employees or agency staff.

16.4 Client Cancellation

- a) Clause 16.4 (a) applies where a client cancels a scheduled home care service, within seven (7) days of the scheduled service, which a full-time or part-time Employee was rostered to provide. For the purposes of clause 16.4 (a) a client cancellation includes where a client reschedules a scheduled home care. St Basil's Homes will take all reasonable steps to promptly notify the Employee when a home care client requests in-service arrangements. Such reasonable steps will be by way of direct communication as outlined in sub-clause 16.2 (c) such as telephone notification or SMS text message.
- b) Where a home care client cancels or changes the scheduled service, a full-time or part-time Employee may be directed to perform other work at the same time without loss of pay or cancel the rostered shift or the affected part of the shift.
- c) Where clause 16.4 (b) applies, the Employee will be paid the amount payable had the Employee performed the cancelled service or the amount payable in respect of the work performed, whichever is the greater. Where clause 16.4 (b) applies, the employer must either:
 - i. pay the Employee the amount they would have received had the shift or part of the shift not been cancelled; or
 - ii. provide the Employee with make-up time in accordance with clause.
- d) Make-up time can only be used where the Employee was notified of the cancelled shift (or part thereof) at least twelve (12) hours prior to the scheduled commencement of the cancelled service. If less than twelve (12) hours' notice is provided, clause 16.4 (c)(i) applies.
- e) The Employer may direct the Employee to work make-up time within the following six (6) weeks.
- f) The Employer may only withhold payment for the cancelled period if:
 - i. They provide the Employee with notice of this change by 5.00 pm the day before; and
 - ii. The Employee informs them in writing at the time of the notice that they will not work make-up time within the following three (3) month period.
 - iii. Make-up time may include work with other clients or in other areas of the Employer's business.
 - iv. The Employer may only direct an Employee to work make-up time at a time and place that is reasonable.
 - v. An Employee must not unreasonably refuse to work make-up time.

17 – OVERTIME

17.1 Overtime is paid in the following circumstances:

- a) Where a Full-time Employee:
- i. Works in excess of their ordinary hours on any day or shift
 - ii. Works on a rostered day off.

Classification of Employee	Monday to Friday	Saturday	Sunday	Public holidays
Aged Care	150% for the first two hours and 200% thereafter	200%	200%	250%
Health Professional, Nursing and Home Care		150% for the first two hours and 200% thereafter		

- b) Where a Part-time or Casual Employee works:
- i. Additional hours in excess of ten (10) hours per day (part-time or casual); and/or
 - ii. With respect to Nursing Employees, all hours worked in excess of the rostered daily ordinary full-time hours will be overtime.
 - iii. Additional hours in excess of seventy-six (76) hours per fortnight (Part-time or casual); and/or
 - iv. Additional hours worked on a day that means the Employee has not had four (4) work-free days in that fortnight (part-time).
 - v. Additional hours in excess of the rostered hours on any one (1) day (unless an agreement has been reached under **clause 15.9(a) – Reasonable Additional Hours** (part-time).

Classification of Employee	Monday to Friday	Saturday	Sunday	Public Holidays
Part-time Health Professional, Nursing and Home Care	150% for the first two hours and 200% thereafter	150% for the first two hours and 200% thereafter	200%	250%
Casual Health Professional and Nursing	187.5% for the first two hours and 250% thereafter	187.5% for the first two hours and 250% thereafter	250%	312.5%
Casual Home Care	175% for the first two hours and 225% thereafter	175% for the first two hours and 225% thereafter	225%	275%
Part-time Aged Care - all time worked in excess of 38 hours per week or 76 hours per fortnight	150% for the first two hours and 200% thereafter	200%	200%	250%
Casual Aged Care - all time worked in excess of 38 hours per week	187.5% for the first two hours and 250% thereafter	250%	250%	312.5%

or 76 hours per fortnight				
Part-time Aged Care - all time worked in excess of 10 hours per day	150% for the first two hours and 200% thereafter	150% for the first two hours and 200% thereafter	200%	250%
Casual Aged Care - all time worked in excess of 10 hours per day	187.5% for the first two hours and 250% thereafter	187.5% for the first two hours and 250% thereafter	250%	312.5%

- c) Where an employee does not receive a part of their break or their break between shifts as required by **clause 21 – Breaks**, the Employee will be paid the overtime rates of 200% in such an instance.

17.2 Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in **clause 18 – Shift and Weekend Work** and the casual loading in clause 13.4 b).

17.3 Where the next shift is due to commence before the Employee has had their break, one (1) 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 break without loss of pay for the working time occurring during such absence.
- b) If at the request of the Employer, an Employee works without their break, they will be paid until they are released from duty at overtime rates. Once released from duty such Employees will be entitled to be absent from work until they have had their ten (10) hour break without loss of pay for working time occurring during such an absence.

7.4 Recall to Work Overtime

- a) With the exception of Employees working broken shifts, Employees who are recalled to work overtime after leaving the Employer's place of work will be paid a minimum of four (4) hours at the applicable overtime rate for each time recalled. The four (4) hour minimum payment only applies where overtime is payable for any of the work for which the Employee is recalled to perform. 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. An Employee recalled to work overtime will be reimbursed reasonable travel expenses incurred in respect of the recall to work.
- b) Where an Employee elects to use their own vehicle, the Employee will be paid the per-kilometre allowance set out in **Schedule B to this Agreement**.

17.5 For the purposes of assessing overtime, each day will stand alone, provided that where any one (1) period of overtime is continuous and extends beyond midnight, all overtime hours in this period will be regarded as if they had occurred within the one (1) day.

18 – SHIFT AND WEEKEND WORK

18.1 Employees, other than Home Care Employees and Health Professionals, will be paid the following penalties, calculated on their ordinary pay, for shifts rostered in accordance with the following. Provided that Part-time and Casual Employees will only be entitled to the additional rates where their shifts commence prior to 6.00am, or finish subsequent to 6:00pm:

- a) 10% for afternoon shift commencing at or after 10:00 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.

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

- a) 12.5% for afternoon shift which finishes after 8.00 pm and at or before 12 midnight Monday to Friday.
- b) 15% for night shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday.

- c) An employee who works a public holiday shift will be paid a loading of 150% of their ordinary rate of pay for that part of such shift which is on the public holiday.
- 18.3 Where the ordinary rostered hours of work of a Health Professional, who is a shift worker, finish between 6.00 pm and 8.00 am or commence between 6.00 pm and 6.00 am, the Employee will be paid an additional loading of 15% of their ordinary rate of pay.
- 18.4 In addition to applicable shift penalties, in clauses 18.1, 18.2 and 18.3, Casual Employees will also be entitled to the casual loading calculated on their ordinary rate of pay.
- 18.5 Full-time or Part-time Employees will be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:
- a) For work between midnight on Friday and midnight on Saturday - time and one half.
 - b) For work between midnight on Saturday and midnight on Sunday - time and three quarters.
 - c) Home Care employees required to work on a Sunday are entitled to a 200% Sunday penalty rate (permanent staff) and 225% Sunday penalty rate (casual employees).
- 18.6 A Casual Employee who works on a weekend will be paid the following rates:
- a) For work between midnight on Friday and midnight on Saturday - time and three quarters.
 - b) For work between midnight on Saturday and midnight on Sunday- double time and one quarter.

19 – BROKEN SHIFTS

- 19.1 Broken Shift means a shift worked by a Full-time Employee or Part-time Employee that includes one (1) or two (2) unpaid breaks of more than sixty (60) minutes other than meal breaks. For the avoidance of uncertainty, travel time paid in accordance with clause 20 – Attendance at Training and Meetings and/or clause 25.1 – Travel Expenses of this, is not included in calculating unpaid breaks of more than sixty (60) minutes.
- 19.2 A broken shift may be worked where there is mutual agreement between the employer and employee to work the broken shift.

19.3 An Employee may be required to work broken shifts only in the following circumstances:

- a) In home care; or
- b) In an emergency – including an Employee absence; or
- c) Up to and including a four (4) week continuous period for circumstances other than those covered by clauses 19.3 a) and 19.3 b)
- d) Where an Employee has served a period of broken shifts in accordance with clause 19.3 c) the Employee will 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 of broken shifts.

Aged Care Employees and Nurses may only work broken shifts by mutual agreement.

19.4 Where the time between the commencement and termination of the broken shift exceeds twelve (12) hours, all work performed beyond those twelve (12) hours will be paid at double time.

19.5 An employee must receive a minimum break of ten (10) hours between broken shifts rostered on successive days.

19.6 Where a broken shift is worked, an Employee will receive the following allowance:

- a) An employee required to work a broken shift with one (1) unpaid break in accordance with clause 19.2 will be paid an allowance of 1.7% of the **standard rate**, per broken shift.
- b) An employee who agrees to work a broken shift with two (2) unpaid breaks in accordance with clause 19.2 will be paid an allowance of 2.25% of the **standard rate**, per broken shift.

19.7 Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with **clause 18 – Shift and Weekend Work**, plus the allowance in **Schedule B Table 2 - Allowances**.

20 – PUBLIC HOLIDAYS

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

20.2 The parties acknowledge that St Basil's Homes provide services to their residents and clients 24 hours a day, 7 days a week. In acknowledging this, Employees accept that

in certain positions they may be asked to work on a public holiday. This Agreement expressly contemplates that the Employer will reasonably request work on public holidays, or particular public holidays, and the parties acknowledge that the nature of the work performed by the Employee, the type of employment (for example, whether full-time, part-time, casual, or shift work) and the nature of the Employer's workplace or enterprise (including its operational requirements) will request work on public holidays, or particular public holidays.

20.3 The Employee may refuse the request (and take the day off) if the Employee has reasonable grounds for doing so. In determining whether a request or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:

- a) The nature of the Employer's workplace as stated in clause 20.2, and the nature of the work performed by the Employee;
- b) The Employee's personal circumstances, including family responsibilities;
- c) Whether the Employee could reasonably expect that the Employer might request work on the public holiday as outlined in clause 20.2;
- d) Whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of work on the public holiday;
- e) The type of employment of the Employee (for example, whether full-time, part-time, casual, or shift work);
- f) The amount of notice in advance of the public holiday given by the Employer when making the request;
- g) In relation to the refusal of a request, the amount of notice in advance of the public holiday given by the Employee when refusing the request; or
- h) Any other relevant matter.

20.4 Where an employee has agreed to work a public holiday and is subsequently absent without consent of the Employer or without reasonable cause, such as Personal/Carer's Leave, is absent from work on a public holiday after agreeing to work on a public holiday, is not entitled to any payment for such public holiday.

20.5 For the purposes of the Agreement, the following are deemed to be public holidays:

- a) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; King's Birthday; Labour Day; Christmas Day; Boxing Day;
- b) Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday; and
- c) Local Public Holiday:
 - i. Any other day, or part-day, declared or prescribed by or under a law of New South Wales to be observed as a public holiday, other than a day or part-day, or a kind of day or part-day that is excluded by the regulations from counting as a public holiday.
- d) Additional Public Holiday:
 - i. At the commencement of each calendar year, the Employer must nominate a day to be observed as an additional public holiday.
- e) The Employer and Employees may agree to substitute another day for a public holiday observed at clause 20.6.

20.6 An Employee who is required to and does work on any public holiday prescribed in this clause will be paid in lieu of all other shift penalties (except broken shift allowances), and payment shall be as follows:

- a) Full-time Employees: Double time and a half for all ordinary time worked. Alternatively, the Employee may elect to be paid time and a half for the hours worked and take the remaining time as one (1) ordinary working day off, to be taken at a time agreed between the Employee and Employer. The Employer must not unreasonably refuse a request. The ordinary working day off must be taken within twelve (12) weeks. If the time off is not taken within twelve (12) weeks, the Employer must pay the Employee the equivalent hours at the ordinary rate of pay.
- b) Part-time Employees: Double time and a half for all ordinary time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary pay. Alternatively, the Employee may elect to be paid time and a half for the hours worked and take the remaining time as one (1) ordinary working day off, to be taken at a time agreed between the Employee and Employer. The Employer

must not unreasonably refuse a request. The ordinary working day off must be taken within twelve (12) weeks. If the time off is not taken within twelve (12) weeks, the Employer must pay the Employee the equivalent hours at the ordinary rate of pay.

- c) Casual Employees: Double time and three-quarters of the ordinary rate of pay for all time worked. Such payment will be taken to be inclusive of and not in addition to the casual loading referred to in clause 13.4.

20.7 Alternative Payment Leave Accrual on Public Holidays

- a) Instead of being paid Double time and a half of the minimum hourly rate applicable to their classification, an employee may elect on an annual basis to be paid time and half of the ordinary rate of pay for time worked on a public holiday and have the same number of hours worked accrued, to be taken as leave. This leave may be taken in conjunction with a period of annual leave.
- b) Payment for any days taken as leave will be at the employee's ordinary rate of pay, excluding shift work loadings and/or weekend penalty rates and annual leave loading.
- c) The taking of any additional days accrued as leave in accordance with subclause a. will be by mutual agreement between the employer and employee, provided that such agreement will not be unreasonably withheld.
- d) Subject to subclause e) any untaken additional days accrued as leave in accordance with subclause a) will be paid out to the employee upon termination of employment.
- e) Any additional days accrued as leave in accordance with subclause a) will not be considered annual or personal/carer's leave for any purpose.
- f) This clause will not apply to casual employees.

21 – BREAKS

21.1 Tea Breaks

- a) Two (2) separate 10-minute tea breaks (in addition to meal breaks) will be allowed to each Employee on duty during each ordinary shift of 7.6 hours or more.
- b) Where an Employee works four (4) hours or more but less than 7.6 hours, the Employee will be allowed one 10-minute tea break.

- c) Subject to agreement between the Employer and the Employee, the two 10-minute tea breaks may alternatively be taken as one 20-minute tea break, or by one 10-minute tea break with the Employee allowed to proceed off duty ten (10) minutes before the completion of the normal shift finishing time.
- d) Such tea break/s shall count as working time.

21.2 Meal Breaks

- a) Employees will not be required to work more than five (5) hours without a meal break. Such meal break will be of between thirty (30) minutes and sixty (60) minutes in duration and will not count as time worked.
- b) Where an Employee works a six (6) hour shift and the Employee requests that they may work without a break and the Employer agrees, then the Employee may work without a break.
- c) Where a Home Care Employee is required by the Employer to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at ordinary pay, and clause 21.2(a) does not apply.
- d) In the event that all or some of the meals of breakfast, lunch and dinner are not provided for a live-in home carer, the Employer will reimburse such reasonable amounts for same, upon proof of expenditure.

21.3 Aside from the provisions of Clause 21.2, an Employee required to work in excess of ten (10) hours in a shift will be entitled to a sixty (60) minute meal break. Such time will be taken as either two 30-minute meal breaks or one 60-minute meal break, subject to agreement between the Employer and Employee.

21.4 An Employee must receive the following breaks between shifts:

- a) An Employee will be allowed a break of not less than ten (10) hours between the termination of one shift or period of duty and commencement of another.
- b) By mutual agreement, the ten (10) hour rest break may be reduced to eight (8) hours.
- c) This reduction may occur when overtime is worked or where broken shifts are worked on consecutive days.

22 – MANDATORY MEETINGS AND TRAINING

- 22.1 The Employer must provide an Employee with reasonable notice of the requirement to attend a mandatory meeting or mandatory training.
- 22.2 An Employee attending a mandatory meeting or mandatory training that interrupts their required break between rostered shifts will be paid at the overtime rate of pay for the duration of the meeting or training.
- 22.3 Where it is not practical to provide mandatory training to an Employee during their normal rostered hours of work, **clause 28 – Training** will apply.

23 – PAY AND PAYMENT

- 23.1 The Employer must pay Employees according to their classification in accordance with **Schedule B Table 1 - Rates of Pay**.
- 23.2 Employees must be provided with the particulars of their wages via a payslip in electronic form or hard copy.
- 23.3 Wages shall be paid fortnightly or where mutually agreed, monthly.
- 23.4 Employees shall have their wages paid by direct deposit or electronic transfer into accounts with a bank or other financial institution as nominated by the Employee. Wages shall be deposited by the Employer in sufficient time to ensure that wages are available for withdrawal by Employees by the close of business on payday. Where the wages are not available to the Employee by such time due to circumstances beyond the Employer's control, the Employer shall not be held accountable for such delay.
- 23.5 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.
- 23.6 Where the Employer has overpaid an Employee, the Employer 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 overpayment and method of such recovery. This clause authorises the use of deductions from wages for the purpose of such recovery. All deductions from wages must be authorised in writing by the Employee.
- 23.7 **Casual Employees**
- a) The base rates of pay in the appropriate employment classification for Casual Employees shall be the hourly rates of pay set out in **Schedule B Table 1 –**

Rates of Pay to this Agreement. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time and part-time employees.

- b) Where it is expressly stated in this Agreement that overtime and public holiday payments are to be made to Casual Employees, such payments shall be taken to be inclusive of casual loading referred to in this sub-clause.
- c) Other penalty payments for Casual Employees shall be made pursuant to **clause 18 – Shift and Weekend Work**.
- d) A Casual Employee will be paid shift allowances calculated on the ordinary pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- e) Casual employees shall have an entitlement to long service leave as governed by the provisions of the [Long Service Leave Act 1955 \(NSW\)](#).

23.8 The Employer must pay Employees according to their classification in accordance with **Schedule B Table 1 – Rates of Pay**.

24 – ALLOWANCES

24.1 Travel Allowance

- a) Travel Allowance applies when the Employer requires an Employee to travel in the following circumstances:
 - i. Training away from an Employee’s Usual Place of Work; or
 - ii. A meeting away from an Employee’s Usual Place of Work; or
 - iii. Performance of work away from an Employee’s Usual Place of Work;or
 - iv. Home Care.
- b) An Employee who is required by the Employer to travel to attend training or a meeting away from the Employee’s “Usual Place of Work” must be paid at the ordinary rate of pay for all excess travel time, being time that is additional to the Employee’s normal travel time to and from their usual place of work and be reimbursed reasonable travel expenses.
- c) An Employee who is asked by the Employer and agrees to use their private vehicle for any of the purposes contained in clause 24.1, must be paid the Vehicle Allowance contained in **Schedule B Table 2 – Allowances** of the Agreement. This allowance will be revised each year in line with clause 15.7(a) of the Aged Care Award 2010.

- d) An Employee who uses public transport for any of the purposes contained in clause 24.1 (a), must be reimbursed actual expenses incurred for the travel.
- e) A Home Care Employee must be paid the Vehicle Allowance contained in **Schedule B Table 2 – Allowances** of the Agreement.
- f) A Home Care Employee who is required to use their motor vehicle on official business, must be paid at the vehicle allowance rate as set out in **Schedule B Table 2 – Allowances**.
- g) If a Home Care Employee is rostered to work with consecutive clients, they must be paid the applicable hourly rate for all time travelled between consecutive clients, excluding travel from the Employee's home to the first place of work and return to home at the cessation of their duties. Time travelled/allocated will form part of the Employee's contracted hours.

24.2 **Sleepover Allowance**

- a) A sleepover means when an Employer requires an Employee to sleep overnight at premises where the client for whom the Employee is responsible is located.
- b) Employees working in Home and Community Care in addition to rostered hours worked, may be required to sleepover.
- c) Employees will be provided with a separate room with a bed, use of appropriate facilities, and free board and lodging for each night when the Employee sleeps over.
- d) In the event of the Employee on sleepover being required to perform work during the sleepover period, the Employee will be paid for the time worked at the ordinary rate of pay plus any applicable shift or weekend penalties with a minimum payment as for one (1) hour worked. Where such time exceeds one (1) hour, payment will be made at the prescribed rate for the duration of the work.
- e) The following conditions apply to each night of sleepover:
 - i. The Employee is not required to sleepover if there is a risk to the Employee's health and safety.
 - ii. The Employee must be paid an allowance for a sleepover in accordance with **Schedule B Table 2 – Allowances** to this Agreement.
 - iii. A sleepover must not be less than eight (8) hours and not more than then (10) hours.
 - iv. An Employee required to sleep over must be rostered for a shift either immediately prior or immediately after.

24.3 On-Call Allowance

- a) An Employee who, at the request of the Employer, agrees to be on call will be paid as per **Schedule B Table 2 – Allowances** for each period of twenty-four (24) hours or part thereof.
- b) Employees who were employed by St Basil's Homes at the commencement, whether full-time or part-time, and who agree at the Employer's request to be on call for any 24-hour period or part thereof from Monday to Friday, will be paid according to the allowances as set out in **Schedule B Table 2 – Allowances**. For any other 24-hour period, part thereof, or on public holidays, will be paid as set out in **Schedule B Table 2 – Allowances**.

24.4 In Charge Allowance

- a) An Employee who is designated to be in charge of a residential aged care facility in the absence of management, shall be paid in addition to their appropriate salary, whilst in charge, an allowance in accordance with **Schedule B Table 2 - Allowances**.
- b) For the purposes of clause 24.4, a facility is a standalone operation.

24.5 Uniform and Laundry Allowance

- a) Where the Employer requires a uniform to be worn but does not supply it, the Uniform and Laundry Allowance will be paid in accordance with **Schedule B Table 2 - Allowances**.
- b) Where the uniform is provided by the Employer only the Laundry Allowance will be paid in accordance with **Schedule B Table 2 - Allowances**.
- c) The Uniform Allowance paid in accordance with clause 24.5(b), but not the Laundry Allowance, shall be paid during all absences on leave, except absences on Long Service Leave and absence on Personal/Carer's Leave beyond twenty-one (21) days. Where, prior to the taking of leave, an Employee was paid a Uniform Allowance, the rate to be paid during the absence on leave shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- d) Laundry Allowance will be paid to Employees when absent for a week or less, but not for longer periods.
- e) Where the Employer requires an Employee to wear personal protective equipment or specialised clothing is required for the work performed by an Employee, this will be provided at no cost to the Employee.

24.6 Meal Allowance

- a) An Employee who is required to work overtime for more than one (1) hour and such overtime goes beyond 7:00am, 1:00pm and 6:00pm and where no meal is provided by the Employer, the Employee shall be paid an amount as set out in **Schedule B Table 2 - Allowances**.
- b) An Employee who is designated to be in charge of a residential aged care facility, in the absence of management, and is required to be on call during a meal break, will be paid an on-call allowance during a meal break provided by **Schedule B Table 2 - Allowances**. This clause applies to afternoon and night shifts, weekends, and public holidays only.

24.7 Qualifications Allowance

- a) An Employee will be paid a qualification allowance in two (2) circumstances:
 - i. Where the qualification is an agreed part of the Career Development Plan for the Employee as prescribed in **clause 30 – Career Development**; or
 - ii. Where the Employer agrees in writing with an Employee, whether new or existing, that the Employee will obtain a qualification that is required and is directly relevant to the work of the Employee and the qualification is not a base qualification.
- b) The qualifications allowance will be calculated according to:
 - i. The level of the qualification; and
 - ii. The Employee's base rate of pay on an hourly basis for their classification.
- c) The qualifications allowance calculations in accordance with clause 24.7, will be the following percentage of the Employee's base rate of pay on an hourly basis:
 - i. 3% for a short (3-6 month) post-trade certificate or advanced qualification.
 - ii. 4.0% for a post-graduate certificate.
 - iii. 6.0% for a post-graduate diploma.
 - iv. 7.5% for a Masters.
- d) The qualifications allowance will be paid:
 - i. On the successful completion and award of the qualification; and
 - ii. Until the Employee's classification changes.
- e) The qualification allowance will not apply if the costs associated with obtaining the qualification have been fully funded by the Employer.

- f) The Employer will pay the qualifications allowance on only one (1) qualification unless support for an additional qualification is deemed necessary and an additional allowance is endorsed by the Employer.

24.8 First Aid Training and Allowance

- a) St Basil's Homes will pay the cost of renewal of a valid First Aid Certificate for Employees required to maintain a valid First Aid Certificate for involvement in leisure and lifestyle activities and Home and Community Care in accordance with **Schedule A – Employment Classifications**.
- b) Where the employer directs an employee to attend First Aid training the employer will bear the cost of the training.
- c) First Aid Allowance for Full-time, Part-time and Casual Employees.
 - i. A weekly First Aid allowance of 1.67% of the standard rate per week will be paid to a Full-time Employee where:
 - A. An Employee is required by the Employer to hold a current First Aid Certificate; and
 - B. An Employee, other than a Home Care Employee, is required by their Employer to perform First Aid at their workplace; or
 - C. A Home Care Employee is tasked by the Employer to be responsible for providing First Aid to other Employees, within a given week.
 - ii. The first aid allowance in 20.6(a) will apply to eligible Part-time and Casual Employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are thirty-eight (38) hours.

25 – HIGHER DUTIES

- 25.1 If an Employer directs an Employee to carry out duties of a higher classification, the Employee must be paid the Ordinary Hourly Rate of Pay for the higher classification for the whole shift if the duration of the work is more than two (2) hours.

26 – SUPERANNUATION

- 26.1 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.

- 26.2 An 'approved fund' means:
- a) HESTA; or
 - b) Any agreed complying superannuation fund – provided that the Employer will not unreasonably withhold agreement.
- 26.3 An Employee will nominate one (1) approved fund to which all statutory superannuation contributions will be paid.
- 26.4 Should an Employee fail to nominate a fund; the Employer has determined HESTA as the default fund into which contributions will be paid under this Agreement.
- 26.5 The superannuation contributions will be calculated on ordinary time earnings (as defined by the Australian Taxation Office). The Employer must pay SG contributions on Employer Paid Parental Leave.
- 26.6 **Salary Sacrifice to Superannuation**
- a) An Employee may salary sacrifice into superannuation. If an Employee chooses to salary sacrifice additional superannuation contributions into the Employee's one (1) nominated approved fund, the Employer must pay the amount specified by the Employee into that fund.

27 – SALARY PACKAGING

- 27.1 St Basil's Homes operates a Salary Packaging System for all of its Employees. The terms and conditions of the system may make provision for a salary greater than that contained in the salary band.
- 27.2 The package overall shall not be less favourable than the entitlements otherwise available under the Agreement on a global or overall basis and shall be subject to the following provisions:
- a) The Employer will ensure that the structure of any package complies with taxation and other relevant laws;
 - b) The Employer will confirm in writing to the Employee the classification level and the current salary payable as applicable to the Employee under this Agreement;
 - c) The Employer will advise the Employee in writing of their right to choose payment of that salary referred to in clause 27.2 (b) above instead of a salary package;
 - d) The Employer will advise the Employee, in writing, that all Agreement conditions, other than the salary and those conditions as agreed in clause 27.2(e) below shall continue to apply;

- e) When determining the salary package, the non-salary fringe benefit shall be in accordance with relevant Australian Taxation Office legislation;
- f) A copy of the 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 salary package shall remain in force for the period agreed between the Employee and the Employer;
- i) Where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between the Employer and the Employee, an unused amount may be carried forward to the next period or paid as salary which will be subject to usual taxation requirements.
- j) Salary packaging is only offered on the strict understanding and agreement that in the event existing tax law is changed regarding Fringe Benefits Tax or personal tax arrangements, and that change may impact on the Agreement, all salary packaging arrangements may at the discretion of the Employer 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 the Employer 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 the Employer, 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 clause 27 (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 salary packaging arrangements within this clause.

28 – TRAINING

28.1 Employees will be given on-going training as necessary, relevant to their roles and responsibilities.

28.2 Each Employee shall provide to St Basils Homes details of their attendance at training and St Basils Homes shall keep a record of this attendance.

28.3 Upon request from the Employee upon termination, the Employer shall provide a written statement detailing the hours of training attended by the Employee.

28.4 Where practicable such training shall be provided to the Employee during their normal rostered hours of work. Where not practicable:

- a) Employees shall attend training outside their normal rostered working hours when required to do so by the employer;
- b) St Basils Homes shall provide employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours;
- c) Unless the overtime provisions at **clause 17 – Overtime** apply, attendance at such training shall be paid ordinary pay for the period of training. The employer requiring an employee to attend training shall also pay to the employee ordinary pay for time travelling to and from a period of training referred to in sub-clause (c) that is in excess of the time normally taken for that employee to attend work.
- d) When receiving travelling time as set out in sub-clause (d), an employee using his or her own vehicle for attendance at such training shall be paid the per kilometre allowance set out in **Allowances Item 1**;
- e) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time employees to have at least 10 hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in **clause 15 – Arrangement of Hours**. Where practicable, similar arrangements should also be made available to all other employees.
- f) 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.

29 – TRAINING RECORD

29.1 On termination of employment, the Employee may request a record of their attendance at training from the Employer. The Employer will provide a record of training undertaken in the previous three (3) years.

30 – CAREER DEVELOPMENT

30.1 The Employer may provide Employer-Sponsored Education.

30.2 An Employee attending classes relating to Employer-Sponsored Education will do so in their own time and will therefore not be paid.

- 30.3 The Employer and an Employee will mutually agree on flexibility in rosters to allow an Employee undertaking Employer-Sponsored Education to attend classes at the relevant educational institution.
- 30.4 An Employer and Employee may enter into a Scholarship Agreement if this is deemed appropriate.
- 30.5 The Employer will provide an Employee undertaking an approved education qualification as part of a Scholarship Agreement with access to study and exam leave in accordance with the Scholarship Agreement.
- 30.6 The Employer shall consider providing traineeships on an annual basis.

PART C – LEAVE

31 – ANNUAL LEAVE

31.1 Employees are entitled to Annual Leave in accordance with the provisions of the NES.

31.2 Casual Employees have no entitlement to Annual Leave.

31.3 Accrual of Annual Leave

- a) All Employees, other than shift workers and Employees within clause 31.3 d) are entitled to four (4) weeks paid Annual Leave for each year of service with the Employer.
- b) Shift workers as defined in 31.3 c) are entitled to one (1) additional week of Annual Leave.
- c) For the purposes of the NES, a shift worker is defined as:
 - i. An Employee who is regularly rostered to work their ordinary hours outside Monday to Friday, 6am to 6pm; and/or
 - ii. an Employee who works for more than four (4) ordinary hours on ten (10) or more weekends.
- d) The entitlement to paid Annual Leave accrues progressively for all Employees during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

31.4 Payment of Annual Leave

- a) If an Employee takes Annual Leave during a period, the Annual Leave will be paid at the Employee's base 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 of how leave is to be paid cannot be changed unless the Employer agrees.
- d) If, when the employment of an Employee ends, the Employee has a period of untaken paid Annual Leave, the Employer must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave.

31.5 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. The Employer has authorised the Employee to take the Annual Leave during that period.
- b) In the taking of leave, the Employee will make a written application to the Employer, giving four (4) weeks' notice of the desired period of such leave.
- c) The Employer will utilise its best endeavours to respond to an application for Annual Leave made by an Employee within a reasonable time. It is understood that in certain periods of peak demand such as Christmas, Easter, school holidays and long weekends, the Employer may require more notice and further time in which to approve leave requests.
- d) Annual Leave will be taken in an amount and at a time which is approved by the Employer subject to the operational requirements of the workplace. The Employer will not unreasonably withhold or revoke such approval.
- e) Shift allowances and weekend penalties are not payable for public holidays which occur during a period of Annual Leave.
- f) Annual Leave loading, if any, will be paid in accordance with **clause 31.8 – Annual Leave Loading**.

31.6 Excessive Accumulated Annual Leave

- a) An Employee must take an amount of Annual Leave during a particular period if:
 - i. Reasonably directed to do so by the Employer; and
 - ii. At the time the direction is given, the Employee has more than eight (8) weeks Annual Leave credited to them or ten (10) weeks for a shift worker; and
 - iii. The amount of Annual Leave left to the Employee's credit is at least six (6) weeks.

31.7 Cashing Out Annual Leave

- a) Annual Leave credited to an Employee may be cashed out by agreement, subject to the following conditions:
 - i. Paid Annual Leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid Annual Leave being less than four (4) weeks; and
 - ii. Each cashing out of a particular amount of paid Annual Leave must be by a separate agreement in writing between the Employer and the Employee; and

- iii. The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.
- iv. Annual leave loading will be paid to the Employee when cashing out annual leave subject to this clause.

31.8 **Annual Leave Loading**

- a) In addition to their Annual Leave payment, an Employee will be paid the higher of:
 - i. An Annual Leave Loading of 17.5% of their Annual Leave; or
 - ii. The weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.
- b) The Annual Leave Loadings in clause 31.8(a) are not payable for days which have been added to be taken in conjunction with Annual Leave in accordance with the election provisions of **clause 19: Public Holidays**.
- c) Where the employment of an employee ends, the Employee shall be paid leave loading on all accrued annual leave except Purchased Annual Leave.

31.9 **Annual Leave and Service**

- a) A period of Annual Leave does not break an Employee's continuity of service and Annual Leave counts as service for all purposes.

31.10 **Payment of Annual Leave on Termination**

- a) If, when the employment of an Employee ends, the Employee has a period of untaken paid Annual Leave, the Employer must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave.

31.11 **Annual Leave Buyout for Nurses**

For all nursing classifications listed in Schedule B, the rate includes a buy-out of one week's annual leave. This is calculated as 1.92% of the base rate of pay according to the Nurses Award 2020 for corresponding classifications. Notwithstanding the provisions of clause 9.4, this 1.92% is additional to any pay increases granted under the Work Value Decision.

31.12 **Personal/Carer's Leave While on Annual Leave**

- a) If an Employee becomes sick while on Annual Leave on any days that the Employee would otherwise have worked, the Employee may request that their Annual Leave is re-credited and replaced with Personal/Carer's Leave by:

- i. As soon as reasonably practical, an Employee is to forward to the Employer a certificate from a registered health practitioner.
 - ii. Ensuring the certificate details the day or days the Employee was sick.
- b) Upon receipt of the certificate the appropriate adjustment to Annual Leave and Personal/Carer's balances will be applied.

32 – LONG SERVICE LEAVE

- 32.1 An Employee's entitlement to Long Service Leave will be in accordance with the provisions of this Agreement and the Long Service Leave Act 1955 (NSW). Should there be any inconsistency between that legislation and the provisions of this Agreement, these provisions will prevail to the extent that the Agreement entitles Employees to Long Service Leave in excess of the Employees' entitlement under the *Long Service Leave Act 1955 (NSW)*.
- 32.2 Each Employee will be entitled to two (2) months Long Service Leave on ordinary pay after ten (10) years' service; thereafter additional Long Service Leave will accrue on the basis of five (5) months Long Service Leave for each ten (10) years of service. This additional leave may be taken on a pro-rata basis each five (5) years after completing the initial 10-year period of service.
- a) Where the services of an Employee with at least five (5) years' service are terminated by the Employer 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, they will be entitled to be paid a proportionate amount on the basis of two (2) months for ten (10) years of service.
- 32.3 For the purpose of clause 32.2, service:
- a) Means continuous service: and,
 - b) Includes half the period of Long Service Leave taken where an employee elects to take Long Service Leave at half pay in accordance with clause 32.7.
- 32.4 The Employer will give to each Employee at least one (1) months' notice of the date from which it is proposed that the Employee's Long Service Leave will be given and taken. Long Service Leave will be taken as soon as practicable having regard to the needs of the workplace, or where the Employer and the Employee agree, such leave may be postponed to an agreed date:

- a) Where the Employer and the Employee agree in writing that the taking of a period of leave is 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.
 - i. On the termination of employment of an Employee, otherwise than by their death, an Employer will 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 will be determined according to the salary payable to the Employee at the date of such termination.
- b) Where an Employee who has acquired a right to Long Service Leave, or after having had five (5) years of service and less than ten (10) years of service dies, the Employees personal representative will, upon request, be entitled to receive the monetary value of the leave not taken or which would have accrued to such Employee had their services terminated as referred to in clause 32.2(a) and such monetary value will be determined according to the salary payable to the Employee at the time of their death.

32.5 Where an Employee has been granted a period of Long Service Leave prior to the coming into force of the Agreement, the amount of such leave will be debited against the amount of leave due under this Agreement.

32.6 Employees of the Employer previously covered by Long Service Leave provisions or arrangements contained in industrial instruments or State legislation will have their Long Service Leave accrued entitlement carried over, but the accrual and access to Long Service Leave entitlements from the date of transfer will be in accordance with this Agreement.

For example, an employee with 15 years continuous service under an industrial instrument or State legislation at the time of transfer may have an accrued entitlement of 3 months long service leave. From this time onwards, employees would accrue their entitlements in accordance with this Agreement, at the rate of 2.5 months for each five (5) years of service, as the continuity of service for long service leave purposes is not affected by the entering into of this Agreement. Thus, after twenty (20) years continuous service, the employee would be entitled to 5.5 months long service leave, made up of three (3) months under the previous industrial instrument or State legislation and a further 2.5 months under this Agreement.

- a) With the agreement of the employer, an employee may take long service leave on half the ordinary pay thereby increasing the period of paid leave which can

be taken. For example, an employee who is eligible for 13 weeks paid long service leave can take 26 weeks paid long service leave at half their ordinary pay.

- b) During a period of long service leave on half the ordinary pay, accrual of annual leave and personal/carers leave will be on the basis of half the ordinary hours of work.

32.7 For employees based in the Australian Capital Territory (ACT), Long Service Leave will accrue and be available to eligible employees in accordance with the *Long Service Leave Act 1976* (ACT).

- a) Absences must be taken for a minimum of seven (7) consecutive calendar days at full-pay or fourteen (14) consecutive calendar days at half-pay. The granting of such leave will be subject to operational requirements.
- b) Long Service Leave cannot be broken with any other leave, including absence on flex leave, Christmas close down, or public holidays, except as provided for by the personal/carer's leave provisions of this Agreement.

33 – PERSONAL/CARER'S AND COMPASSIONATE LEAVE

33.1 Entitlement to Paid Personal/Carer's Leave

- a) For each year of service with their 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.

33.2 Taking of Personal/Carer's Leave

An Employee may take 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 a personal illness, or personal injury affecting the member, or an unexpected emergency affecting the member.

33.3 The Employer recognises an Employee who is personally affected by the illness.

33.4 Personal/Carer's Leave is paid at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

33.5 Employees who are absent from work for more than two (2) days for Personal/ Carers Leave are required to provide a Medical Certificate from a Registered Health Practitioner or a Statutory Declaration in accordance with the NES.

33.6 To minimise the impact of Personal/Carer's Leave on the Employer and its clients, Employees are required to take all reasonable steps to inform their Supervisor of their inability to attend work including, for Carer's Leave, the details of the name and relationship of the person for whom they are required to provide care. If possible, this notification should include an estimate of the duration of the absence.

33.7 Personal/Carer's 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, unless they provide evidence as set out in clause 33.5

33.8 Unpaid Carer's Leave

- a) An Employee is entitled to two (2) days of 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 of 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 the Employer.
- c) An Employee is entitled to unpaid Carer's Leave for a particular occasion only if the Employee cannot take an amount of paid Personal/Carer's Leave.

33.9 Nothing in clause 33.5 restricts the Employer from requiring a Medical Certificate from a Registered Health Practitioner, or for Personal/Carer's Leave relating to a pet, a letter from a Veterinarian, Specialist or Hospital registered with the Veterinary Practitioners Board of New South Wales, to support Personal/Carer's Leave where it has become apparent that a pattern of absence is occurring or when the Employer has a concern about the Employee's fitness to perform the inherent requirements of the role.

33.10 Continuity of Service

- a) A period of paid Personal/Carer's 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.

34 – FAMILY AND DOMESTIC VIOLENCE LEAVE

- 34.1 The parties to this Agreement acknowledge that family violence is a serious issue in our community and is likely to affect a number of staff at any time. The Employer is committed to the safety of staff and residents and seeks to develop a supportive workplace in which victims of family violence can come forward for help and support on a confidential basis.
- 34.2 Family and domestic violence is conduct that is violent, threatening, coercive, controlling or intended to cause the family or household member to be fearful.
- 34.3 Proof of family violence may be required by the Employer and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal and Health Care Nurse or a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof as agreed with the Employer.
- 34.4 All personal information concerning family violence will be kept confidential in line with the relevant legislation. The Employer will develop a Family Violence policy within the first year of the Agreement.
- 34.5 An Employee experiencing family violence may raise the issue with a nominated an Employer representative.
- 34.6 The Employer will allow Employees who are victims of family violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements with ten (10) days paid leave and the flexibility to use their accrued Personal/Carer's Leave for such purposes.
- 34.7 Where an Employee has or is likely to exhaust their personal leave accrual, the Employer may provide further special leave on a case-by-case basis.

35 – COMPASSIONATE LEAVE

- 35.1 An Employee is entitled to two (2) days of compassionate leave for each occasion when a member of the Employee's immediate family or household suffers a life-threatening illness or injury.
- a) An Employee is also entitled to take compassionate leave:
- i. After the death of a member of the Employee's immediate family or household; or
 - ii. If a child who would have been part of the Employee's immediate family or household, is stillborn; or

- iii. If an Employee, or the Employee's current spouse or de factor partner, has a miscarriage.
- 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 the Employer.

35.2 Payment for Compassionate Leave

- a) If an Employee takes a period of paid Compassionate Leave, the Employer must pay the Employee, other than a Casual Employee, at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.
- b) Casual Employees are entitled to unpaid Compassionate Leave.

35.3 Notice and Evidence Requirements For Compassionate Leave

- a) To be entitled to Compassionate Leave during the period, the Employee may be required to give the Employer as soon as reasonably practical (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.

35.4 Provisions Applicable to Compassionate Leave

- a) Compassionate Leave recognises the need to assist Employees in coping with the personal hardship issues associated with the death or serious illness of an Employee's immediate family member.
- b) The provision of additional unpaid Compassionate Leave will be at the discretion of the Employer.

35.5 Continuity of Service

- a) A period of paid Compassionate Leave does not break an Employee's continuity of service and counts as service for all purposes.
- b) A period of unpaid Compassionate Leave as per clause 35.1, does not break an Employee's continuity of service but does not count as service.

36 – NATURAL DISASTER LEAVE

36.1 Where a permanent Employee is unable to attend work because of a natural disaster, i.e., bushfire or flood, they will be entitled to be paid ordinary pay for the shift they would otherwise work on that day. This entitlement will apply once per calendar year and is not cumulative from year to year.

36.2 The Employer may require the Employee to provide evidence to support their claim.

37 – EMPLOYER PAID PARENTAL LEAVE

37.1 Employees are entitled to Parental Leave in accordance with the provisions of the NES.

37.2 Employer Paid Parental Leave

- a) Employer Paid Parental Leave is in addition to the Australian Government Paid Parental Leave Scheme as varied from time to time.
- b) Full-time and part-time Employees may claim Employer Paid Parental Leave at ordinary 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.
- c) For the purposes of the calculation of “ordinary pay” for Paid Parental Leave purposes, an Employee will be paid the higher of:
 - i. The average of the ordinary hours actually worked by the Employee in the 12-month period ending at the commencement of Parental Leave; or
 - ii. The ordinary hours worked by the Employee at the time of the commencement of Parental Leave.
- d) Employer Paid Parental Leave includes:
 - i. Nine (9) weeks (or 18 weeks at half pay) paid maternity leave for the birth mother;
 - ii. Nine (9) weeks (or 18 weeks at half pay) paid adoption leave for the initial primary carer of the adopted child; and
 - iii. Two (2) weeks paid partner leave.
- e) Paid Partner leave will be payable to:
 - i. The father; or
 - ii. Partner of the birth mother; or

- iii. Partner of the initial primary carer of an adopted child.
- f) Partner includes same-sex and de facto partner or former de facto partner.
- g) Any period of "Paid no safe job leave" taken by an Employee pursuant to the "Transfer to a Safe Job" provisions of the Act will be deducted from the Employee's entitlement to paid maternity leave.

38 – COMMUNITY SERVICE LEAVE

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

38.2 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) Includes:
 - 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 Section 109(4) of the Act.

38.3 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 ten (10) days when absent from work in one or more periods to attend jury service for a jury service summons.
 - ii. The difference between what the Employee received as jury service pay and the base rate of pay for the Employee's ordinary hours of work in the period or periods.
- c) Where the duration of jury service for a jury service summons exceeds ten (10) days, the Employer agrees to assist the Employee as far as is reasonably practical to maintain their regular income. The assistance may include flexibility of rosters; access to Annual Leave and/or Long Service Leave.
- d) The Employer may require the Employee to provide evidence that would satisfy a reasonable person:

- i. That the Employee took all necessary steps to obtain any amount of jury service pay to which they were entitled; and
 - ii. Of the total amount of jury service pay, paid or payable to the Employee.
- e) No payment is required where evidence is required by the Employer and not provided by the Employee.

38.4 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.

39 – CEREMONIAL LEAVE

39.1 Ceremonial Leave is to provide eligible employees with the opportunity to attend and participate in significant cultural, religious, or traditional ceremonies of Aboriginal and Torres Strait Islander peoples. To attend a ceremony there will be an entitlement to be absent from work for up to ten (10) working days' unpaid leave in any one (1) year, with the approval of the Employer.

40 – EDUCATION LEAVE

40.1 The Employer will facilitate access to professional development opportunities by allowing flexibility of rostering and applications for leave. Where such professional development is reasonable, approval will be subject to the operational needs of the facility.

41 – LEAVE WITHOUT PAY

41.1 By agreement between the Employer and a permanent Employee, an Employee may be granted a period of Leave Without Pay. There is no automatic entitlement to take Leave Without Pay.

41.2 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/Carer's Leave;
- b) Accruing Long Service Leave;
- c) The qualifying period for paid and unpaid Parental Leave; and

- d) The calculation of service for notice and severance pay in accordance with **Clause 51 – Termination of Employment, and Clause 52 - Redundancy.**

41.3 Applying For Leave Without Pay

- a) Employees may only apply for a period of Leave Without Pay if they have 12 months' service with the Employer.
- b) Application must be made to the Employer in writing and subject to the Employee satisfying the conditions outlined in clause 41.2.

42 – REPATRIATION LEAVE

42.1 Employees who are ex-servicemen or ex-service women may be granted special leave in one or more periods up to a maximum of 6½ working days in any period of twelve (12) months without deduction from Annual or Personal/Carer's Leave credits for the following purposes in connection with an accepted war-caused disability or in connection with an application to the Repatriation Department for a disability to be so accepted:

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

42.2 Employees are to provide the Employer with documentary evidence as to the attendance prior to the payment of special leave being granted.

PART D – OTHER PROVISIONS

43 – CONSULTATION AND CHANGE

43.1 This term applies if the Employer:

- a) Has made a decision to introduce a major change to a program, organisation, structure, or technology that is likely to have a significant effect on the Employees; or
- b) Proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

43.2 For a major change referred to in clause 43.1(a):

- a) The Employer must notify the relevant Employees and their representatives of the decision to introduce the major change; and
- b) Clauses 43.3 to 43.7 apply.

43.3 As soon as practicable after making its decision, the Employer must:

- a) Discuss with the relevant Employees:
 - i. The introduction of the change; and
 - ii. The effect the change is likely to have on the Employees; and
 - iii. Measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- b) For the purposes of the discussion – provide, in writing, to the relevant Employees:
 - i. All relevant information about the change including the nature of the change proposed; and
 - ii. Information about the expected effects of the change on the Employees; and
 - iii. Any other matters likely to affect the Employees.

43.4 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

43.5 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

43.6 If a term in the Agreement provides for a major change to a program, organisation, structure, or technology in relation to the Employer, the requirements set out in clauses 43.2(a) and 43.4 are taken not to apply.

43.7 In this term, a major change is likely to have a significant effect on Employees if it results in:

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

43.8 Change to Regular Roster or Ordinary Hours of Work

In this clause relevant Employees means the Employees who may be affected by a change referred to in clause 43.1:

- a) The employer must notify the relevant employees of the proposed change, and sub-clause 43.9 applies;
- b) The relevant Employees may appoint a representative for the purposes of the procedures in this term;
- c) If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of the consultation; and
- d) The Employee or Employees advise the Employer of the identity of the representative;
- e) The Employer must recognise the representative.

43.9 As soon as practicable after proposing to introduce the change, the Employer must:

- a) Discuss with the relevant employees the introduction of the change; and
- b) For the purposes of the discussion, provide to the relevant Employees:
 - i. All relevant information about the change, including the nature of the change; and
 - ii. Information about what the Employer reasonably believes will be the effects of the change on the Employees; and

- iii. Information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

43.10 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

43.11 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

43.12 In this term: “relevant employees” means the Employees who may be affected by a change referred to in subclause 43.1.

44 – REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

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

44.2 Employees can request flexible working arrangements if they:

- a) Are the parent, or have responsibility for the care, of a child who is school-aged or younger;
- b) Are a carer (under the Carer Recognition Act 2010 (Cth));
- c) Have a disability;
- d) Are 55 years of age or older;
- e) Are experiencing family or domestic violence, or;
- f) Provide care or support to a member of their household or immediate family who requires care and support because of family or domestic violence.

44.3 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 twelve (12) months of continuous service with the Employer immediately before making the request; and
- b) For a casual Employee – the Employee:
 - i. Is a long-term Casual Employee of the Employer immediately before making the request; and
 - ii. Has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

44.4 The request must:

- a) Be in writing; and
- b) Set out details of the change sought and of the reasons for the change.

44.5 The Employer must give the Employee a written response to the request within twenty-one (21) days, stating whether the Employer grants or refuses the request.

45 – WORKLOAD MANAGEMENT AND CARE MINUTES

45.1 The parties to the Agreement acknowledge that Employees and the Employer have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on Employee/s and the quality of resident/client care.

- a) The Parties recognise the critical importance of providing high-quality care and services to elderly individuals within the aged care facility, in accordance with applicable laws, regulations, and industry standards.
- b) The Employer acknowledges the need to allocate dedicated time, referred to as "**Commitment to Care Minutes**," to ensure that sufficient attention is given to the well-being, safety, and quality of life of residents and in order to comply with Commonwealth Government guidelines and legislation regarding Care Minutes.
- c) The Commitment to Care Minutes shall encompass activities aimed at meeting and exceeding the Aged Care Standards, as set forth by the relevant regulatory bodies, including but not limited to:
 - i. **Person-Centred Care:** The Employer shall allocate specific time for engaging with residents, understanding their individual needs, preferences, and goals, and ensuring that care plans are tailored accordingly.
 - ii. **Health and Well-being:** The Commitment to Care Minutes shall include provisions for promoting physical, mental, and emotional well-being of residents, such as exercise programs, social activities, recreational opportunities, and access to healthcare services.
 - iii. **Safety and Quality:** The Employer shall dedicate time to ensure compliance with safety regulations, infection control protocols, medication management procedures, and other standards aimed at maintaining a safe and secure environment for residents.
 - iv. **Staff Education and Training:** The Commitment to Care Minutes shall provide time for ongoing education and training programs for

employees, enabling them to enhance their skills, knowledge, and understanding of best practices in aged care;

- v. Complying with the minimum Care minutes requirements of Commonwealth Government policy and/or legislation with respect to minimum care minutes per resident per day for registered nurses and direct care staff.
- d) The Employer has established mechanisms for recording and tracking the utilisation of Commitment to Care Minutes, ensuring transparency and accountability in meeting the requirements of reporting quarterly.
- e) The Employees shall actively participate in and contribute to the Commitment to Care Minutes activities, recognising their role in delivering quality care and fostering a positive and compassionate environment for residents.
- f) The Employer shall conduct regular assessments and evaluations to measure the effectiveness of the Commitment to Care Minutes initiatives, addressing any identified gaps or areas for improvement promptly.
- g) The Parties shall maintain open lines of communication, encouraging feedback and suggestions from employees, residents, and their families regarding the Commitment to Care Minutes activities, allowing for continuous improvement of care and services.
- h) In the event of any disputes or disagreements related to the implementation or interpretation of the Commitment to Care Minutes - Aged Care Standards Clause, the Parties shall engage in good faith negotiations to resolve the matter amicably, adhering to any existing dispute resolution mechanisms outlined in the enterprise agreement.
- i) This Commitment to Care Minutes - Aged Care Standards Clause shall remain in effect for the duration of the enterprise agreement and may be reviewed and modified upon mutual agreement between the Parties, taking into consideration changes in applicable laws and regulations.

45.2 To ensure that Employee concerns involving workloads and care minutes are effectively dealt with by The Employer, 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, where possible, be referred to the Facility Manager or Home Care 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.
- e) At each of the steps above the parties should aim to agree on a reasonable time frame for response.

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

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

45.4 If the issue is still unresolved, the Employee/s may advance the matter through **clause 51 – Dispute Resolution Procedure.**

46 – UNION NOTICE BOARD AND UNION ONSITE MEETINGS

46.1 The Employer will make available a Union Notice Board in the work location that is accessible to Employees, for the purpose of local Employee Union delegates or approved contacts, or Union Organisers or other Union staff (subject to right of entry requirements), posting information relating to the observance, application, and operation of the Agreement and in relation to union events or meetings.

46.2 Union on Site Meetings

St Basil's Homes shall permit the unions to hold on site meetings up to thirty (30) minutes in duration every three (3) months, with one additional meeting held of up to thirty (30) minutes in duration per year at a time to be agreed. An employee who is rostered on will be paid for the thirty (30) minutes that they attend the Union Onsite Meeting.

46.3 St Basil's Homes may refuse to hold the meeting at the agreed date and time due to operational requirements. In such cases, St Basil's Homes and the Union will agree an alternative date and time, provided the meeting is held within three (3) weeks' of the scheduled meeting.

47 – UNION REPRESENTATIVE LEAVE

47.1 A union representative who has been nominated by other Employees as the site union representative for unions represented in the Agreement will be able to access leave to attend trade union delegate courses, seminars, and conferences for a maximum of up to five (5) days leave per calendar year.

47.2 A union representative may access Annual Leave, Long Service Leave or Leave Without Pay for union representative activities leave.

47.3 A union representative must apply to their Employer for approval of union activities leave with four (4) weeks' notice.

47.4 The Employer will not unreasonably withhold their approval for this leave.

48 – BULLYING AND HARASSMENT

48.1 Parties to the Agreement acknowledge a shared commitment to the provision of a safe, flexible, and respectful workplace, free from all forms of bullying and harassment, where everyone is required to treat each other with dignity, courtesy, and respect.

48.2 In achieving this objective, the Employer will have in place a Bullying & Harassment Policy and Procedure that aligns with relevant legislation and ensure that everyone complies with its terms and conditions.

49 – DISCIPLINARY MATTERS

49.1 An Employee required to attend a disciplinary or performance meeting will be entitled to ordinary pay for the duration of the meeting.

49.2 Investigative Procedure

When a question is raised about the Employee's underperformance, conduct or behaviour, the Employer will conduct a fair investigation, having proper regard to procedural fairness and the factors set out below.

49.3 Important procedural factors include:

- a) That the reason for any interview is explained to the Employee.

- b) A reasonable opportunity is to be provided for a representative or support person of the Employee's choice to attend any interviews or meetings conducted by the Employer with the Employee, provided that this shall not unduly delay processes. Other than the Employee, attendance may be in person, by videoconference or by telephone.
- c) Prior to a response being sought from the Employee to the matters raised, the Employee will be provided, in writing, relevant details of the Employer's concerns and specific allegations, as well as possible outcomes if the allegations are proven or the underperformance continues.
- d) The Employee will be given the opportunity to respond to the concerns or allegations. This may be given in writing, and any responses given shall be taken into account before a decision is reached.
- e) The Employee may decline to answer any questions relating to the investigation. In which case, the Employer may reach a decision based on the information and evidence to hand.
- f) If the Employee raises an issue in their response to concerns or allegations that warrants further investigation, the Employer shall take reasonable steps to investigate the other matters either concurrently or at a later time if the issue is not relevant to the outcome of the performance/ underperformance concerns.
- g) The Employer may suspend an Employee with pay (including allowances, loadings and penalty rates) for a period as is reasonably necessary to conduct the investigation or to deliver the outcome of the investigation.
- h) When the investigation has been completed, the Employer will advise the Employee of the Employer's decision in regard to the outcome of the investigation in writing, with reasons provided for the outcome. Where the outcome is delivered in a meeting, the Employee may invite a support person or representative to be present.

49.4 **Outcome of Investigation**

After considering all the information reasonably available on the matter, and if the Employer determines that misconduct/behaviour or underperformance issues have occurred, the Employer may, having regard to the degree of misconduct or underperformance:

- a) Take no further action;

- b) Counsel the Employee and identify and then provide appropriate training, including performance improvement plans for minor issues;
- c) Issue a verbal warning;
- d) Issue a formal written warning.

49.5 In regard to misconduct only, the Employer may decide to:

- a) Issue a 'first and final' formal written warning for a substantial breach not warranting dismissal.
- b) Terminate the Employee's employment with notice where the conduct warrants this outcome or results from a breach of a 'first and final' warning; or,
- c) Terminate the Employee's employment without notice only where the conduct is determined to be 'serious misconduct' within the meaning of the Act.

49.6 In regard to continued underperformance only, the Employer may dismiss the Employee with notice where the underperformance has continued and a reasonable period to improve has been given, and the Employee, having had the opportunity to improve their performance, has failed to meet expectations.

50 – DISPUTE RESOLUTION PROCEDURE

50.1 This dispute resolution procedure will apply to disputes about:

- a) Any matters arising in the employment relationship, except matters relating to the actual termination of employment of an Employee;
- b) Threatened termination, with the exception that the arbitration provisions in **clause 51.7 – Termination of Employment**, do not apply unless the parties agree. Further, the parties' rights are preserved during this process and the Employer may exercise their right to terminate the Employee in accordance with the Agreement;
- c) Matters in relation to the NES;
- d) Matters arising under the Agreement; and
- e) Whether an Employer had reasonable business grounds under sub-section 65(5) of the Act - Requests for Flexible Working Arrangements, or 76(4) of the Act - Requests for Extending Unpaid Parental Leave.

- 50.2 An Employer or Employee may appoint another person or the Union to accompany and/or represent them for the purposes of this clause.
- 50.3 In the first instance, the parties must attempt to resolve the matter at the workplace by discussions the Employee or Employees concerned and the relevant supervisor.
- 50.4 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.
- 50.5 If a dispute is unable to be resolved at the workplace, and all appropriate steps under this clause have been taken, a party to the dispute may refer the dispute to the FWC.
- 50.6 Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 50.7 The parties agree that the FWC will have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation, and arbitration.
- 50.8 While the dispute resolution procedure is being conducted, the status quo must remain, and work must continue in accordance with the Agreement and the Act. Subject to applicable work 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.

51 – TERMINATION OF EMPLOYMENT

- 51.1 Prior to reaching any decision to terminate the employment of an Employee on grounds other than would justify summary dismissal, St Basils 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 support person present with them at the meeting.

- 51.2 The Employer is committed to ensuring that Employees have clarity with respect to their responsibilities and rights with regard to Employee separation.
- 51.3 An Employee may resign from their employment with the Employer by giving notice in writing in accordance with **clause 52 – Redundancy**, except that there is no requirement for an Employee to give additional notice based on their age. If the required notice is not given by the Employee, then the Employer has the right to deduct any outstanding notice in accordance with the contract of employment.
- 51.4 When an Employee resigns, they may request the Employer to provide:
- a) An acknowledgement of the resignation by the Employer by a representative of the Employer signing a copy of the written resignation; and
 - b) A Statement of Service which would include details of the length of service and work performed.
- 51.5 Once notice has been given and accepted; it can only be withdrawn with the consent of the Employer. If the consent is not given, the notice will stand, and the Employee’s separation will take place on the expiry of the notice period.
- 51.6 If the Employer gives the Employee notice of termination, the Employer may elect to allow the Employee to work out the notice period or pay the Employee salary in lieu of notice and terminate the employment immediately.
- 51.7 Except in the case of casual and probationary Employees, if the Employer terminates an Employee the required period of notice, as specified below, must be given.
- 51.8 Nothing in the Agreement affects the Employer’s right to dismiss Employees without notice for serious misconduct and, if so dismissed, the Employer will only be required to pay the Employee for the time worked up to the time of dismissal and any entitlements accrued.
- 51.9 Employees who are terminated whilst they are within their qualifying period of employment will be entitled to one (1) weeks’ notice of termination.
- 51.10 Notice of termination by either the Employer or the Employee will be:

Period of Continuous Service	Minimum Period of Notice
1 year or less	1 week

More than 1 year but not more than 3 years	2 weeks'
More than 3 years but not more than 5 years	3 weeks'
More than 5 years	4 weeks'

51.11 Employees who are forty-five (45) years or over and have completed at least two (2) years of continuous service will be entitled to receive one (1) additional weeks' notice.

51.12 Where both the Employer and the Employee agree to terminate the contract and waive any notice requirements in the contract, i.e., the Employee may indicate that they want to leave immediately and the Employer considers it appropriate for this to occur, neither party is obliged to make payment in lieu of notice.

51.13 An Employee may terminate employment whilst on leave, provided the notice of resignation is provided in writing with the appropriate notice period.

51.14 If an Employee requested their pay in advance of proceeding on Annual Leave, and has received such payment, the appropriate calculation would be incorporated in their termination pay.

51.15 The Employer will at times be faced with the problem of an Employee leaving their employment without notice. In that case, the Employer must ascertain whether the Employee has abandoned their employment or is unable, because of some pressing matter, to communicate the reason for the absence from work.

51.16 The Employer will make every attempt to make contact with the Employee, however in the event of an absence of three (3) working days without consent or notification, then the Employee will be deemed to have abandoned their employment with the Employer.

51.17 When an Employee refuses to return to work and the Employer has not approved such continuing absence, then the Employee will also be deemed to have abandoned their employment with the Employer.

52 – REDUNDANCY

52.1 Redundancy occurs when the Employer decides that they no longer wish the job the Employee had been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour. This may happen due to changes in the Employer's

operational requirements or removal of the Employer's funding arrangements that were intrinsically linked to an Employee's ongoing employment with the Employer. The Employer recognises its responsibility to its Employees in this regard and sees the application of these redundancy provisions as being "a last resort" only.

52.2 The Employer will take all reasonable steps to find the redundant Employee an alternate position within the Employer within their skill and competence. A redundant employee is entitled to redundancy pay as outlined in clause 52.4, unless the FWC determines under s120(1) of the Act that a reduced amount applies.

52.3 Where the Employee has five (5) years or more service the Employer will provide outplacement services to assist the Employee to find another job.

52.4 Where an Employee is made redundant, in addition to the Employer providing the relevant notice of termination, an Employee will also be entitled to the following amount of severance pay in respect of a continuous period of service:

- a) Where the Employee is under forty-five (45) years of age, the Employer will pay the Employee in accordance with the following scale:

Minimum Years of Service	Redundancy 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 forty-five (45) years of age or over, the Employer will pay the Employee in accordance with the following scale:

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

- c) Weeks' pay means the rate of pay for the Employee concerned at the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:
- i. Shift and weekend penalties as prescribed in **clause 18 – Shift and Weekend Work**;
 - ii. Broken shift allowance as prescribed in **clause 19 – Broken Shifts**;
 - iii. Sleepover allowance as prescribed in **clause 24.2 – Sleepovers**.

53 – WORKPLACE DELEGATES' RIGHTS

53.1 Clause 53 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

53.2 In clause 53:

- a) employer means the employer of the workplace delegate;
- b) delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- c) eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

53.3 Before exercising entitlements under clause 53, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

53.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

53.5 Right of Representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- a) consultation about major workplace change;
- b) consultation about changes to rosters or hours of work;
- c) resolution of disputes;
- d) disciplinary processes;
- e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

53.6 Entitlement to reasonable communication

- a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause XA.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

53.7 Entitlement to reasonable access to the workplace and workplace facilities

- a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - i. a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - ii. a physical or electronic noticeboard;
 - iii. electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - iv. a lockable filing cabinet or other secure document storage area; and

- v. office facilities and equipment including printers, scanners and photocopiers.
- b) The employer is not required to provide access to or use of a workplace facility under clause 53.7(a) if:
 - i. the workplace does not have the facility;
 - ii. due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - iii. the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

53.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - i. full-time or part-time employees; or
 - ii. regular casual employees.
- c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to

attend the training has been approved. Such approval must not be unreasonably withheld.

- g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

53.9 Exercise of entitlements under clause 53

- a) A workplace delegate's entitlements under clause 53 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - i. comply with their duties and obligations as an employee;
 - ii. comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - iii. not hinder, obstruct or prevent the normal performance of work; and
 - iv. not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- b) Clause 53 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- c) Clause 53 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

SCHEDULES

SCHEDULE A – EMPLOYMENT CLASSIFICATIONS

This Schedule contains the following employment classifications and definitions:

- A. General Employment Classifications
 - 1. Personal Care Employee
 - 2. Aged Care Employee – Non direct care
 - 3. Home Care Employee
 - 4. Clerical and Administrative Employee
- B. Nurses' Employment Classifications
- C. Health Professional Employee Classifications

Progression through pay points

Unless otherwise specified, progression for all classifications for which there is more than one pay point will be:

- For full-time employees, by an annual movement to the next higher pay point; and,
- For part-time and casual employees, at 1200 hours of experience but not less than twelve (12) months.

Progression to a higher classification is based on the Employer's requirement and the Employee's qualifications, experience, demonstrated skills and merit.

Higher levels are expected to perform work at a lower level as required from time to time.

All qualifications must be directly relevant to the role performed.

A. GENERAL EMPLOYMENT CLASSIFICATIONS

1. PERSONAL CARE EMPLOYEES

All Personal Care Employees are encouraged to formally upskill during their employment to at least Certificate Level III in Aged care or similar.

Personal Carer means a person employed in a Residential Aged Care Facility to provide personal care to those residents and support and encourage Resident's in maintaining a healthy and active lifestyle designed to meet their individual wellbeing.

Movement to a higher pay point is by appointment only.

1.1. Personal Care Employee – Level 1

Such an Employee would not need to possess any accredited training.

An Employee at this Level:

- Works within established routines, methods and procedures.
- Has minimal responsibility, accountability or discretion.
- Works under direct or routine supervision, either individually or in a team.
- Requires no previous experience or training.
- Provides assistance to residents in carrying out simple personal care tasks which shall include but not be limited to:
 - Supervising daily hygiene e.g. assisting with showers or baths, shaving, lay out clothes and assist in dressing.
 - Making beds and tidying rooms.
 - Storing clothes and cleaning wardrobes
 - Assisting with meals.
- Under direct supervision, provide assistance to a higher Personal Carer in attending to the personal care needs of a resident.

1.2. Personal Care Employee – Level 2

An Employee at this level:

- Performs the work of a lower level Personal Carer.
- Is capable of prioritising work within established routines, methods and procedures.
- Is responsible for work performed with a medium level of accountability or discretion.
- Works under limited supervision, either individually or in a team.

- Possesses sound communication and/or arithmetic skills.
- Requires specific on-the-job training and/or relevant skills training or experience.
- May hold a relevant Certificate II qualification (or possesses equivalent knowledge or skills) and uses the skills and knowledge gained from that qualification in the performance of their work.

Training or experience in the following is also a requirement:

- First Aid equal to a basic first aid certificate
- Manual handling
- Infection control
- Communication skills
- Basic personal care of residents

Duties:

- Assist and support residents with medication utilising dose administration aids.
- Simple wound dressing.
- Implementation of continence programs as identified in the Care Plans.
- Attend to routine urinalysis, blood pressure, temperature and pulse checks.
- Attend to blood sugar level checks etc. and assist and support diabetic residents in the management of their insulin and diet, recognising the signs of both hyper and hypo-glycaemia.
- Recognise, report and respond appropriately to changes in the condition of residents, within the skills and competence of the employee and the policies and procedures of the organisation.
- Assist in the development and implementation of resident care plans.
- Assist in the development and implementation of programs of activities for residents, under the supervision of a Registered Nurse, a higher level Personal Carer or a qualified Allied Health Professional.

1.3. Personal Care Employee – Level 3

An Employee at this level:

- Performs the work of a lower-level Personal Carer.
- Is capable of prioritising work within established policies, guidelines and procedures.
- Is responsible for work performed with a medium level of accountability or discretion.

- Works under limited supervision, either individually or in a team.
- Possesses good communication, interpersonal and/or arithmetic skills.
- Requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.
- Holds a relevant Certificate III qualification (or possesses equivalent knowledge or skills) and uses the skills and knowledge gained from that qualification in the performance of their work.

Training or experience in the following is also a requirement:

- Basic computer skills
- Dealing with dementia
- Monitoring care of the incontinent resident
- Skin care and simple wound monitoring
- Diabetes awareness
- Infection control
- Behaviour management

1.4. Personal Care Employee – Level 4

Means a person employed in a Residential Aged Care Facility appointed as the personal care supervisor/coordinator, and who holds the overall responsibility of managing the residents' personal care needs on a day-to-day basis.

A Personal Carer at this level will generally have a Certificate IV qualification (or possesses equivalent knowledge or skills) and Certificate IV (administer and monitor medications). The Personal Carer will not supervise a Registered or Enrolled Nurse in relation to any clinical or care matters.

1.5. Personal Care Employee – Level 5

Means a person employed in a Residential Aged Care Facility appointed as the personal care Manager, and who holds the overall responsibility of overseeing the residents' personal care needs as a member of the Clinical care team.

A Personal Carer at this level will generally have at least a Certificate IV qualification (or possesses equivalent knowledge or skills) and Certificate IV (administer and monitor medications). The Personal Carer will not supervise a Registered or Enrolled Nurse in relation to any clinical or care matters.

2. AGED CARE EMPLOYEES – NON DIRECT CARE

Aged Care Employees shall be classified for pay purposes into one of these three (3) broad areas:

- General Services;
- Catering Services; or
- Clerical Support Services.

2.1. Aged Care Employee – Level 1 – less than 500 hours in industry

An Employee who has less than 500 hours of work experience in the industry and performs basic duties:

- Works within established routines, methods and procedures;
- Has minimal responsibility, accountability or discretion;
- Works under direct or routine supervision, either individually or in a team; and
- Requires no previous experience or training.

2.2. Aged Care Employee – Level 2 – more than 500 hours in industry

An Employee at this Level:

- Works within established routines, methods and procedures;
- Has minimal responsibility, accountability or discretion;
- Works under direct or routine supervision, either individually or in a team; and
- Requires no previous experience or training.

Typical Roles:

- General Services: Laundry hand, Cleaner, Gardener (non-trade), Maintenance/Handyperson (unqualified) or Driver (less than 3 ton)
- Catering Services: Food services assistant
- Clerical Support Services: General clerk/Typist (between 3 months' and less than 1 years' service)

2.3. Aged Care Employee – Level 3

An Employee at this level:

- Is capable of prioritising work within established routines, methods, and procedures (non admin/clerical);
- Is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);

- Works under limited supervision, either individually or in a team (non admin/clerical);
- Possesses sound communication and/or arithmetic skills (non admin/clerical);
- Requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical); and
- In the case of an admin/clerical Employee, undertakes a range of basic clerical functions within established routines, methods, and procedures.

Typical Roles:

- General Services: Driver (less than 3 ton) who is required to hold a St John Ambulance First Aid Certificate
- Catering Services: Cook (unqualified)
- Clerical Support Services: General clerk/Typist (second and subsequent years of service), Receptionist or Pay clerk
- Food Services Assistant
- Laundry Hand
- Cleaner

2.4. Aged Care Employee – Level 4

An Employee at this level:

- Is capable of prioritising work within established policies, guidelines and procedures;
- Is responsible for work performed with a medium level of accountability or discretion;
- Works under limited supervision, either individually or in a team;
- Possesses good communication, interpersonal and/or arithmetic skills; and
- Requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Typical Roles:

- General Services: Maintenance/Handyperson (qualified), Driver (3 ton and over) or Gardener (trade or TAFE Certificate III or above)
- Catering Services: Senior cook (trade)
- Clerical Support Services: Senior clerk or Senior receptionist

2.5. Aged Care Employee – Level 5

An Employee at this level:

- Is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- Is responsible for work performed with a substantial level of accountability;
- Works either individually or in a team; may assist with supervision of others;
- Requires a comprehensive knowledge of medical terminology (admin/clerical);
- May require basic computer knowledge or be required to use a computer on a regular basis;
- Possesses administrative skills and problem-solving abilities;
- Possesses well developed communication, interpersonal and/or arithmetic skills; and
- Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Typical Roles:

- General Services: NIL
- Catering Services: Chef
- Clerical Support Services: Secretary or interpreter (unqualified)

2.6. Aged Care Employee – Level 6

An Employee at this level:

- Is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines, and procedures;
- Is responsible for work performed with a substantial level of accountability and responsibility;
- Works either individually or in a team;
- May require comprehensive computer knowledge or be required to use a computer on a regular basis;
- Possesses administrative skills and problem-solving abilities; possesses well developed communication, interpersonal and/or arithmetic skills; and
- May require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Typical Roles:

- General Services: Maintenance tradesperson (advanced) or Gardener (advanced)
- Catering Services: Senior chef
- Clerical Support Services

2.7. Aged Care Employee – Level 7

An Employee at this level:

- Is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines, and procedures;
- Is responsible for work performed with a substantial level of accountability and responsibility;
- May supervise the work of others, including work allocation, rostering, and guidance;
- Works either individually or in a team;
- May require comprehensive computer knowledge or be required to use a computer on a regular basis;
- Possesses developed administrative skills and problem-solving abilities;
- Possesses well developed communication, interpersonal and/or arithmetic skills; and
- May require formal qualifications at a trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Typical Roles:

- General Services: Gardener superintendent or General services supervisor
- Catering Services: NIL
- Clerical Support Services: Clerical supervisor or Administrative Assistant in Quality Compliance or Interpreter (qualified)

2.8. Most Senior Cook

Most Senior Cook or Chef – Level 4

Senior cook – Trades qualified or demonstrates a higher level of skills than a lower-level cook.

Most Senior Cook or Chef – Level 5

Chef – Trades qualified

Most Senior Cook or Chef – Level 6

Senior chef – Trades qualified

Chef /Food services supervisor – Level 7 – Direct Care)

The appointed Head Chef (Trades qualified)/Food services supervisor means a chef who has completed an apprenticeship or passed the appropriate trade test in cooking.

In addition to the classification description for their appropriate level, the most senior Cook performs the following:

- Day-to-day meal preparation and cooking;
- Meal planning which meets industry standards including the dietary needs of residents both as a group or to cater for individual prescribed dietary needs (for example diabetes, lactose intolerance, or sourcing culturally significant or religion-based diets such as Kosher or Halal methods or vegetarian only) and other known restrictions;
- General and specialised duties, including supervision or training of kitchen and dining room employees, liaising with Allied Health professionals, planning and staffing forward rosters and resolving complaints,
- Ordering and stock control including managing the allocated budget and advise managers of significant differences when comparing actual to budget; and,
- Ensuring WHS standards are met in the kitchen, dining room and bedside food delivery.

3. HOME CARE EMPLOYEES

3.1. Home Care Employee – Level 1

a) Indicative Tasks

- i. A person employed as a Home Care Employee Level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.
- ii. General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- iii. Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.
- iv. Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.
- v. Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.
- vi. Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.
- vii. At this level, employers are expected to offer substantial internal and/or external training.

b) Responsibilities

A position at this level may include some of the following inputs or those of a similar value:

- i. undertake routine activities of a clerical and/or support nature;
- ii. undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- iii. provide routine information including general reception and telephonist duties;
- iv. provide general stenographic duties;
- v. apply established practices and procedures;

- vi. undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;
- vii. resident contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;
- viii. preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services.

c) Requirements of the position

Some or all of the following skills, knowledge, experience, qualifications, and/or training are needed to perform work at this level:

- i. developing knowledge of the workplace function and operation;
- ii. basic knowledge of administrative practices and procedures relevant to the workplace;
- iii. a developing knowledge of work practices and policies of the relevant work area;
- iv. basic numeracy, written and verbal communication skills relevant to the work area;
- v. at this level employers are required to offer substantial on-the-job training.
- vi. An employee primarily engaged in responsibilities under this classification if full-time, progress to Home Care Level 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience. 'Industry Experience' means 12 months of relevant experience gained over the previous 3 years.

3.2. Home Care Employee – Level 2

An Employee at this level can perform the duties of a Home Care Employee Level 1. Employees at this level may be required to perform more complex tasks than a Level 1 and, assist the client to do for himself/herself.

a) Indicative Tasks

The indicative tasks for an Employee at this Level are as follows:

- i. Showering/Bathing: all aspects of showering/bathing including assisting with mobility or transferring to and from shower/bath; assisting or transferring client to commode chair; total bed bath/sponge except where there are severely limited/uncontrollable body movements or serious comfort/health consideration.
- ii. Toileting: Helping clients to the toilet; assisting clients to use the toilet by loosening clothing; changing or assisting clients to change their own incontinence and sanitary pads; assisting clients with bottles and pans; assisting self-catheterisation by holding a mirror or positioning legs.
- iii. Placement/removal/emptying/care/cleaning of sheaths and leg baths; assisting with indwelling catheterisation by changing collection bag and cleaning around the insertion site; changing or assisting with urinary diversion – colostomy and drainage bags; assisting with bowel management; continual caring of someone with bowel incontinence including washing the person and changing bowel incontinence pads.
- iv. Menstrual Care: Assisting with menstrual care including the changing of tampons and sanitary pads.
- v. Skin Care: Application of topical treatment creams to the genital and other areas and the changing of wound dressings.
- vi. Grooming: All hair care; nasal and ear care; care of nails; shaving (except where there are uncontrollable body movements); all dressing/undressing or assistance with dressing/undressing except where there are severely limited/uncontrollable body movements.
- vii. Oral Hygiene: Assisting clients with their own oral care; care of teeth and dentures for the client.
- viii. Medication: Assisting client with or administering liquid medicines, pills, powders, nasal sprays and eye drops. Suppositories; assisting and supporting diabetic clients in the management of their insulin and diet and recognising the signs of both hyper and hypo- glycaemia.
- ix. Transferring/Mobility: Transferring client in and out of bed/chair/car and assisting with mobility; using mechanical aids to lift and transfer clients.
- x. Fitting of Aids/Appliances: Such as hearing aids, splints and callipers.
- xi. Therapy: Assisting with therapy in any of the following circumstances:
 - a) where low level of assistance is required;
 - b) where carer/therapist is or is not in attendance on site and client is able to take responsibility for the therapy or carer/therapist is on site;

- c) where simple instructions provided by a therapist or senior Employee are required rather than specialised training knowledge.
- xii. Assistance with Eating: Assisting with feeding except where there is an assessed risk of choking, vomiting or other eating difficulties.

b) Accountability and extent of authority

Employees perform work under indirect or limited direct supervision. Employees at this level have contact with the public or other Employees, which involve explanations of specific procedures and practices. Employees at this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them. Employees at this level may assist others in the supervision of the work of a Level 1 or Level 2.

c) Judgment and decision-making

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

d) Specialist knowledge and skills

In addition to performing the tasks of a Level 1 Employee, a Level 2 Employee is expected to provide all personal care (including supervising daily hygiene) and subsequent to competency-based training and assessment as required, can carry out the fitting and removal of aids and appliances and medication tasks.

e) Interpersonal skills

Are the same as Level 1.

f) Qualifications and experience

At a minimum, an Employee at this level will have satisfactorily completed the requirements of a Level 1.

Indicative but not exclusive of the qualifications required in this level include a Certificate III Individual Support (Ageing, Home and Community) or equivalent; or relevant experience/on-the-job training commensurate with the requirements of work in this level.

3.3. Home Care Employee – Level 3

An Employee at this level can perform the duties of a Level 1 and Level 2 and is required to directly attend to a client's complex needs, as opposed to assisting the client to do for himself/herself, because of the client's behaviour or the client's condition, frailty, and/or household environment.

Level 3 Employees may be involved in on-the-job training of Home Care Employees Level 1 and 2 where required. Employees at this level will be designated by the Employer as having the responsibility for leading/mentoring/training and/or supervising the work of others.

a) Indicative Tasks

The indicative tasks for an Employee at this Level are all of the tasks of a Level 1, or Level 2 Employee except that an Employee at this level will be responsible for more complex personal care needs of clients having regard to whether the client suffers from severely limited/uncontrollable body movements or serious comfort/health considerations.

b) Accountability and extent of authority

The same as a Level 2 except that Employees at this level may be asked to assist others in the supervision of the work of a Level 1 or 2.

c) Judgment and decision-making

The nature of the work is usually specialised, with established procedures and requiring personal judgement. An Employee at this level will provide personal care and domestic assistance to clients with complex care needs. There is scope to exercise discretion in the application of established practices and procedures as the nature of the work is clearly defined, understood or clearly documented. Employees at this level shall exercise some originality in approaching problems with solutions usually attributable to application of previously encountered procedures.

d) Specialist knowledge and skills

Indicative but not exclusive tasks include: administrative and computer skills; process and record invoices and correspondence; prepare meals for special functions; provide input into meal planning; order foodstuffs and commodities; liaise with dieticians on special needs; schedule work programs on a routine and

regular basis; co-ordinate and direct the work of support Employees including maintenance (no more than 4); oversee the provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis; plan, develop, and coordinate diversional therapy programs and attending to elementary household maintenance requirements.

e) **Interpersonal skills**

Are the same as Level 1 and 2.

f) **Qualifications and experience**

Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate III and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the special needs for this level of care.

3.4. Home Care Employee – Level 4

An employee at this level may also be called an Assistant Care Co-ordinator.

a) **Accountability and extent of authority**

Employees are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level may provide direction, leadership, administration and rostering of direct care employees. An employee at this level is required to work individually with minimal supervision.

b) **Judgment and decision-making**

The objectives of the work are well defined but the particular method; process of equipment to be used; must be selected from a range of available alternatives. For employees undertaking rostering duties, the process often requires the quantification of the amount of resources needed to meet those objectives.

c) **Specialist knowledge and skills**

- i. Employees will be required to plan, direct and train subordinate staff.
- ii. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit.

- iii. Indicative but not exclusive of the skills required include the manipulation of data e.g. modify fields of information and create spreadsheets; create new forms of files or records using a computer based records system; access and extract information from external sources e.g. local authorities; roster staff and direct work programs; oversee the work and training of lower level employees; provide guidance and counselling; 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.

d) Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from members of the public and other employees in the performance of well-defined activities. Employees in this level may also be expected to write reports in their field of expertise.

e) Qualifications and experience

Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate III and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

2.5 Home Care Employee – Level 5

An employee at this level includes all of the duties of a Home Care Co-ordinator – Level 1. A position in this level has the following characteristics:

a) Accountability and extent of authority

- i. Positions in this level may co-ordinate resources and/or give support to more senior employees or be engaged in duties of a specialist nature.
- ii. In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.
- iii. Whatever the nature of the position, employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.

iv. Employees with co-ordination responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

b) Judgment and decision-making

In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives. However, problems in this level are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required. Guidance and counsel may be available within the time available to make a choice.

c) Specialist knowledge and skills

Co-ordinators in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Co-ordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

d) Management skills

These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees' training and development.

e) Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees or groups of employees. Employees in this level are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

f) **Qualifications and experience**

The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate IV or associate diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this level.

4. CLERICAL & ADMINISTRATIVE EMPLOYEE

a) The classification criteria in this Schedule provides guidelines to determine the appropriate classification level of persons employed pursuant to the Agreement. In determining the appropriate level, consideration must be given to both the characteristics and typical duties/skills.

b) The characteristics are the primary guide to classification as they indicate the level of basic knowledge, comprehension of issues, problems and procedures required and the level of supervision or accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required.

c) **Duties and Skills**

The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level Employees may be expected to undertake duties of any level lower than their own.

d) Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.

e) The key issue to be looked at in properly classifying an Employee is the level of competency and skill that the Employee is required to exercise in the work they perform, not the duties they perform per se. It will be noted that some typical duties/skills appear in more than one level, however when assigning a classification to an Employee this needs to be done by reference to the specific characteristics of the level. For example, whilst word processing and copy typing

are first specifically mentioned at Level 2 in terms of typical duty/skill, it does not mean that as soon as an Employee operates a word processor or typewriter, they automatically become Level 2. They would achieve a Level 2 classification when they have achieved the level of skill and competency envisaged by the characteristics and the relevant indicative duty(ies)/skill(s) of a Level 2. Level 1 in this structure is to be viewed as the level at which Employees learn and gain competence in the basic clerical skills required by the Employer, which in most cases would lead to progression through the classification structure as their competency and skills increase and are utilised.

f) **Levels**

All Employees shall be graded in one of the following levels and informed accordingly in writing within 14 days of appointment to the position held by the Employee and subsequent graded positions.

An Employee shall be graded in the level where the principal function of their employment, as determined by the Employer, is of a clerical nature and is described in this clause.

3.1. Clerical & Administrative Employee – Level 1

- a) The Employee may work under direct supervision with regular checking of progress.
- b) An Employee at this level applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
- c) Usually, work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.
- d) **Indicative tasks**
 - i. Information Handling: Receive and distribute incoming mail; receive and dispatch outgoing mail; collate and dispatch documents for bulk mailing; file and retrieve documents.
 - ii. Communication: Receive and relay oral and written messages; complete simple forms. Enterprise: Identify key functions and personnel; apply office procedures.
 - iii. Technology: Operate office equipment appropriate to the tasks to be completed; open computer file, retrieve and copy data; close files.

- iv. Organisational: Plan and organise a personal daily work routine. Team: Complete allocated tasks.
- v. Business Financial: Record petty cash transactions; prepare banking documents; prepare business source documents.

3.2. Clerical & Administrative Employee – Level 2

- a) The Employee may work under routine supervision with intermittent checking.
- b) An Employee at this level applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- c) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.
- d) **Indicative tasks**
 - i. Information Handling: Update and modify existing organisational records; remove inactive files; copy data on to standard forms.
 - ii. Communication: Respond to incoming telephone calls; make telephone calls; draft simple correspondence.
 - iii. Enterprise: Provide information from own function area; re-direct inquiries and/or take appropriate follow-up action; greet visitors and attend to their needs.
 - iv. Technology: Operate equipment; identify and/or rectify minor faults in equipment; edit and save information; produce a document from written text using standard format; shutdown equipment.
 - v. Organisational: Organise own work schedule; know roles and functions of other Employees.
 - vi. Team: Participate in identifying tasks for a team; complete own tasks; assist others to complete tasks.
 - vii. Business Financial: Reconcile invoices for payment to creditors; prepare statements for debtors; enter payment summaries into journals; post journals to the ledger.

3.3. Clerical & Administrative Employee – Level 3

- a) The Employee may work under limited supervision with checking related to overall progress.
- b) An Employee at this level may be responsible for the work of others and may be required to coordinate such work.

- c) An Employee at this level applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement are required.
- d) **Indicative tasks**
 - i. Information Handling: Prepare new files; identify and process inactive files; record documentation movements.
 - ii. Communication: Respond to telephone, oral and written requests for information; draft routine correspondence; handle sensitive inquiries with tact and discretion.
 - iii. Enterprise: Clarify specific needs of client/other Employees; provide information and advice; follow-up on client/Employee needs; clarify the nature of a verbal message; identify options for resolution and act accordingly.
 - iv. Technology: Maintain equipment; train others in the use of office equipment; select appropriate media; establish document structure; produce documents.
 - v. Organisational: Co-ordinate own work routine with others; make and record appointments on behalf of others; make travel and accommodation bookings in line with given itinerary.
 - vi. Team: Clarify tasks to achieve group goals; negotiate allocation of tasks; monitor own completion of allocated tasks.
 - vii. Business Financial: Reconcile accounts to balance; prepare bank reconciliations; document and lodge takings at the bank; receive and document payment/takings; dispatch statements to debtors; follow up and record outstanding accounts; dispatch payments to creditors; maintain stock control records.

3.4. Clerical & Administrative Employee – Level 4

- a) The Employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- b) An Employee at this level applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- c) An Employee at this level applies competencies usually applied within routines, methods and procedures where discretion and judgement are required, for both self and others.

d) Indicative tasks

- i. Information Handling: 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.
- ii. Communication: Receive and process a request for information; identify information source(s); compose report/correspondence.
- iii. Enterprise: Provide information on current service provision and resource allocation within area of responsibility; identify trends in client requirements.
- iv. Technology: 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.
- v. Organisational: 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.
- vi. Team: Plan work for the team; allocate tasks to members of the team; provide training for team members.
- vii. Business Financial: Prepare financial reports; draft financial forecasts/budgets; undertake and document costing procedures.

3.5. Clerical & Administrative Employee – Level 5

- a) The Employee may be supervised by professional Employees and may be responsible for the planning and management of the work of others.
- b) An Employee at this level applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The Employee may receive assistance with specific problems.
- c) An Employee at this level applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

d) Indicative tasks

- i. Information Handling: Implement new/improved system; update incoming publications; circulate publications; identify information source(s) inside and outside the organisation.
- ii. Communication: Obtain data from external sources; produce reports; identify need for documents and/or research.

- iii. Enterprise: Assist with the development of options for future strategies; assist with planning to match future requirements with resource allocation.
 - iv. Technology: Establish and maintain a small network; identify document requirements; determine presentation and format of document and produce it.
 - v. Organisational: Organise meetings; plan and organise conference.
 - vi. Team: Draft job vacancy advertisement; assist in the selection of Employees'; plan and allocate work for the team; monitor team performance; organise training for team.
 - vii. Business Financial: Administer PAYE salary records; process payment of wages and salaries; prepare payroll data.
- e) Any Employee paid on a classification/level carrying a higher wage rate as at 10 November 1998 shall have the difference between the higher rate and the new agreed rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.
- f) Clerks who are paid at a level above that of Level 5 as at 10 November 1998 shall have the difference between that level, inclusive of the 1998 State Wage Case Increase, and the new agreed level preserved whilst employed in a clerical position with their current Employer.

B. NURSES' EMPLOYMENT CLASSIFICATIONS

1.1. The following employment classifications and definitions apply to this Agreement:

- a) **Assistant in Nursing** means a person, other than a Registered Nurse, Enrolled Nurse (with or without notation) or a Personal Care Employee who is employed in nursing duties in a residential aged care facility. The Employers confirm that they shall not employ Casual Assistants in Nursing.
- b) **Enrolled Nurse (with Notation)** means an Enrolled Nurse registered by the Board as an Enrolled Nurse with the notation "does not hold a Board approved qualification in medicines administration". An Enrolled Nurse with notation performs the duties and has the skills of an Enrolled Nurse, however, is not authorised to administer medication.
- c) **Enrolled Nurse (EN)** means a nurse enrolled with the Board and is authorised to administer medications. An Enrolled Nurse may be required to lead and/or supervise the work of others.

- d) **Registered Nurse (RN)** means a person registered by the Board as such.
- e) **Clinical Nurse Specialist** means, in residential aged care facilities where there are less than 250 beds, a registered nurse with specific post-registration qualifications and 12 months' experience working in the clinical areas of her or his specified post-registration qualification.
- f) **Clinical Nurse Educator** means a registered nurse with relevant post-registration certificate qualifications or experience deemed appropriate by the employer, who is required to implement and evaluate educational programmes at the residential aged care facility. The Clinical Nurse Educator shall cater for the delivery of clinical nurse education at the residential aged care facility. The Clinical Nurse Educator may also be responsible for new employee orientation at the residential aged care facility. A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the residential aged care facility to provide the educational programmes detailed above. Nothing in this clause shall affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching, etc.
- g) **Deputy Director of Nursing** means a registered nurse appointed to assist the Director of Nursing in the management of the residential Aged Care Facility and take a shared responsibility for the clinical care of residents when the employer deems that assistance is required.
- h) **Director of Nursing or (Care Manager)** means a registered nurse who is appointed in accordance with the requirements of the Public Health Act 2010 as being responsible for the overall care of the residents of the nursing home. The Director of Nursing must hold minimum necessary qualifications as required by the Public Health (General) Regulation 2002.

C. HEALTH PROFESSIONAL EMPLOYEE CLASSIFICATIONS

a) Diversional Therapists

Means a person who provides, facilitates and co-ordinates group and individual leisure and recreational activities. This person must be a graduate from an approved university course which includes: An Associate Diploma and Diploma of Applied Science (Diversional Therapy); Bachelor of Applied Sciences (Leisure and Health); Bachelor of Applied Science (Diversional Therapy); Diploma or Bachelor of Health Sciences (Leisure and Health); an Associate Diploma course in Diversional Therapy; or who has such other qualifications deemed to be equivalent (such as a 4-year degree, Master's Degree or PhD).

The classification structure for diversional therapists will be in accordance with the classification structure for Health Professional Employees generally found under "Other Health Professionals" below. However, the rates of pay will be in accordance with the separate pay rates scale for diversional therapists found in Schedule B Table 2 – Rates of Pay of this Agreement.

b) Other Health Professionals

The following employment classifications and definitions apply to this Agreement, do not apply to Nurses' Employment Classifications, and include but are not limited to: Physiotherapists, Dieticians and speech pathologists and diversional therapists. The rates of pay for therapists other than diversional therapists will be as per Schedule B Table 3 – Rates of Pay of this Agreement.

A list of common health professionals which are covered by the definitions is contained in Schedule A in the Health Professionals and Support Services Award 2020.

i. Health Professional – Level 1:

Positions at level 1 are regarded as entry-level health professionals and for initial years of experience.

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

Employer. It is also the level for the early stages of the career of a health professional.

ii. **Health Professional – Level 2:**

A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through the provision of seminars, lectures, or in-services. At this level, the health professional may be actively involved in quality improvement activities or research.

At this level, the health professional contributes to the evaluation and analysis of guidelines, policies, and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline-specific students.

iii. **Health Professional – Level 3:**

A health professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level, health professionals will have additional responsibilities.

An Employee at this level:

- i. works in an area that requires high levels of specialist knowledge and skill as recognised by the Employer;
- ii. is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
- iii. may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;
- iv. is performing across a number of recognised specialties within a discipline;

- v. may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;
- vi. may be responsible for providing regular feedback and appraisals for senior Employees to improve health outcomes for customers and for maintaining a performance management system; and
- vii. is responsible for providing support for the efficient, cost effective and timely delivery of services.

SCHEDULE B – PAY RATES AND ALLOWANCES

TABLE 1 – RATES OF PAY

Nursing Classifications

Classification Title	FFPPOA 1 January 2024	FFPPOA 1 July 2024	FFPPOA 1 July 2025
Nursing Assistant			
1st year	\$30.43	\$31.19	\$31.97
2nd year	\$30.90	\$31.68	\$32.47
3rd year	\$31.40	\$32.18	\$32.99
Enrolled Nurse			
Pay point 1	\$35.35	\$36.23	\$37.14
Pay point 2	\$35.41	\$36.30	\$37.20
Pay point 3	\$36.22	\$37.13	\$38.05
Pay point 4	\$37.87	\$38.82	\$39.79
Pay point 5	\$37.98	\$38.93	\$39.90
Registered Nurse – Level 1			
Pay point 1	\$40.47	\$41.48	\$42.52
Pay point 2	\$42.78	\$43.85	\$44.95
Pay point 3	\$45.22	\$46.35	\$47.51
Pay point 4	\$47.83	\$49.03	\$50.25
Pay point 5	\$50.60	\$51.87	\$53.16
Registered Nurse – Level 2 CNS			
Pay point 1	\$53.10	\$54.16	\$55.52
Pay point 2	\$54.03	\$55.11	\$56.49
Pay point 3	\$62.28	\$63.53	\$65.11
Registered Nurse – Level 4 DDON			
	\$76.38	\$77.91	\$79.85
Registered Nurse – Level 5 DON			
	\$97.03	\$98.97	\$101.45

Personal Care Employees and Recreational Activities Officer / Lifestyle Officers

Classification Title	FFPPOA 1 January 2024	FFPPOA 1 July 2024	FFPPOA 1 July 2025
Personal Care Worker Level 1	\$29.80	\$30.55	\$31.31
Recreational/Lifestyle activities officer (unqualified) / Personal Care Worker Level 2	\$30.95	\$31.72	\$32.52
Recreational/Lifestyle activities officer (Cert III) / Personal Care Worker Level 3 (Cert III)	\$31.31	\$32.10	\$32.90
Personal Care Worker Level 4 (Cert IV). Appointed role.	\$32.86	\$33.68	\$34.52
Personal Care Worker Level 5 (Cert IV). Appointed role.	\$37.83	\$38.78	\$39.75

Head Chef / Head Cook

The single most senior food services employee engaged by any employer at the facility or site.

Classification Title	FFPPOA 1 January 2024	FFPPOA 1 July 2024	FFPPOA 1 July 2025
Most Senior cook (trade)	\$31.31	\$32.10	\$32.90
Most Senior cook (Chef)	\$33.42	\$34.26	\$35.11
Most Senior cook (Senior Chef)	\$34.12	\$34.98	\$35.85
Chef /Food services supervisor	\$34.73	\$35.60	\$36.49

Health Professional and Diversional Therapist

Classification Title	FFPPOA 1 January 2024	FFPPOA 1 July 2024	FFPPOA 1 July 2025
Health Professional – Level 1 (UG2) Dip / ADip			
1st Year	\$28.57	\$29.28	\$30.01
2nd Year	\$29.67	\$30.41	\$31.17
3rd Year	\$30.98	\$31.76	\$32.55
4th Year	\$32.05	\$32.85	\$33.67
5th Year	\$34.92	\$35.79	\$36.68
6th Year and thereafter	\$36.15	\$37.06	\$37.98
Health Professional – Level 1 Bachelor’s Degree			
First Year	\$29.67	\$30.41	\$31.17
Second Year	\$30.98	\$31.76	\$32.55
Third Year	\$32.05	\$32.85	\$33.67
Fourth Year	\$34.92	\$35.79	\$36.68
Fifth Year	\$36.15	\$37.06	\$37.98
Health Professional – Level 1 4 Year Degree			
First Year	\$30.98	\$31.76	\$32.55
Second Year	\$32.05	\$32.85	\$33.67
Third Year	\$34.92	\$35.79	\$36.68
Fourth Year and Thereafter	\$36.15	\$37.06	\$37.98
Health Professional – Level 1 Master’s Degree			
First Year	\$32.05	\$32.85	\$33.67
Second Year (PHD)	\$34.92	\$35.79	\$36.68
Third Year & Thereafter	\$36.15	\$37.06	\$37.98
Health Professionals and Diversional Therapists – Level 2			
First Year	\$36.35	\$37.26	\$38.19
Second Year	\$37.67	\$38.61	\$39.58
Third Year	\$39.11	\$40.09	\$41.09
Fourth Year & Thereafter	\$40.67	\$41.68	\$42.73

Health Professionals and Diversional Therapists – Level 3			
First Year	\$42.43	\$43.49	\$44.58
Second Year	\$43.62	\$44.71	\$45.83
Third Year	\$44.56	\$45.67	\$46.81
Fourth Year	\$46.54	\$47.70	\$48.89
Fifth Year & Thereafter	\$48.26	\$49.46	\$50.70

Home Care Classifications

Classification Title	FFPPOA 1 January 2024	FFPPOA 1 July 2024	FFPPOA 1 July 2025
Home Care Employee Level 1	\$30.89	\$31.67	\$32.46
Home Care Employee Level 2 (Cert III) Pay Point 1	\$31.31	\$32.10	\$32.90
Home Care Employee Level 3 (Cert III) Pay Point 2	\$32.28	\$33.09	\$33.92
Home Care Employee level 4 – Home Care Coordinator Pay Point 1	\$36.75	\$37.67	\$38.61
Home Care Employee level 5 – Home Care Coordinator Pay Point 2	\$38.07	\$39.03	\$40.00

Non Direct Aged Care Employee Classifications

Classification Title	FFPPOA 1 January 2024	FFPPOA 1 July 2024	FFPPOA 1 July 2025
Level 1 – Less than 500 hours experience			
General Services	\$24.93	\$25.55	\$26.19
Catering Services	\$25.26	\$25.89	\$26.54

Clerical Support Services	\$27.82	\$28.52	\$29.23
Level 2			
General Services	\$25.92	\$26.57	\$27.23
Clerical Support Pay Point 1	\$26.23	\$26.88	\$27.56
Clerical Support Pay Point 2	\$27.82	\$28.52	\$29.23
Catering Services	\$26.27	\$26.93	\$27.60
Level 3			
General Services	\$28.65	\$29.36	\$30.10
Clerical Support Pay Point 1	\$26.91	\$27.59	\$28.28
Clerical Support Pay Point 2	\$27.82	\$28.52	\$29.23
Catering Services Pay Point 3	\$28.65	\$29.36	\$30.10
Level 4			
Catering Services (Cook – Trade)	\$27.39	\$28.08	\$28.78
Clerical Support	\$29.48	\$30.22	\$30.98
General Services (Trade)	\$31.13	\$31.91	\$32.71
Level 5			
Catering Services – Chef	\$28.15	\$28.86	\$29.58
General Services – in charge of staff	\$29.29	\$30.02	\$30.78
Clerical Support	\$30.85	\$31.62	\$32.41
Level 6			
Catering Services – Senior Chef	\$29.67	\$30.41	\$31.17
Level 7			
Clerical Support Services	\$32.29	\$33.09	\$33.92


TABLE 2 – ALLOWANCES


Item Number	Allowance Description	Method	FFPPOA 1 January 2024	FFPPOA 1 July 2024	FFPPOA 1 July 2025
1	Broken Shift - Home Care	1 break	\$21.10	\$21.62	\$22.15
2	Broken Shift - Home Care	2 breaks	\$27.09	\$27.76	\$28.44
3	Broken Shift - Aged Care	per shift - base rate of pay	0.5 hour	0.5 hour	0.5 hour
4	In charge of residential aged care facility, 100 beds or more	per shift	\$44.88	\$46.00	\$47.15
5	In charge of section	per shift	\$27.86	\$28.56	\$29.27
6	Vehicle Allowance	per km	\$0.96	\$0.98	\$1.01
7	Uniform	Max per week	\$18.27	\$18.73	\$19.20
8	Laundry	Max per week	\$6.31	\$6.47	\$6.63
9	Sleepover	hours of ordinary pay/sleepover	2.2	2.2	2.2
10	RN On call Mon-Friday	per 24 hours or part day	\$25.48	\$26.12	\$26.77
11	RN On call Saturday	per 24 hours or part day	\$38.38	\$39.34	\$40.32
12	RN On call Sunday and Public Holidays	per 24 hours or part day	\$46.07	\$46.53	\$47.22
13	On call not RN	per 24 hours or part day	\$25.48	\$26.12	\$26.77
14	On call Home Care weekends and Public Hols	per 24 hours or part day	\$45.17	\$46.30	\$47.46
15	On call - Meal break	per period	\$13.45	\$13.78	\$14.13
16	Overtime - Breakfast	per meal	\$15.20	\$15.58	\$15.97
17	Overtime - Lunch	per meal	\$19.38	\$19.57	\$19.76

18	Overtime - Evening Meal	per meal	\$28.29	\$28.57	\$28.85
19	Continuing education allowance: RN	Max per week	\$21.64	\$21.85	\$22.06
20	Continuing education allowance: RN	Max per week	\$36.03	\$36.39	\$36.75
21	Continuing education allowance: RN	Max per week	\$43.23	\$43.66	\$44.09
22	Continuing education allowance: EN	Max per week	\$14.41	\$14.55	\$14.69


EXECUTION


I declare that I am authorised by the Board of Directors to sign this Agreement on behalf of the Employer, St Basil's Homes Ltd, 130 Croydon Street LAKEMBA NSW 2195.

Signed:		Date:	30/07/2024
Print Full Name:	Diana Horvatovic		
Position:	Chief Executive Officer		

Witness Signature:		Date:	30/07/2024
Witness Name:	Laura Grant		

I declare that I am an Employee of St Basil's Homes Ltd, and that my employment will be covered by the terms of the *St Basil's NSW/ACT Enterprise Agreement 2024*.

Signed:		Date:	30/07/2024
Print Full Name:	Laura Grant		
Position:	Operations Support Coordinator		
Address:	C/O - 130 Croydon Street, Lakemba NSW 2195		

Witness Signature:		Date:	30/07/2024
Witness Name:	Diana Horvatovic		

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/2882 -:

Application by St Basil's Homes Ltd T/A St Basil's NSW/ACT (Applicant)

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Diana Horvatovic, Chief Executive Officer, St Basils Homes give the following undertakings with respect to the ST BASIL'S NSW/ACT ENTERPRISE AGREEMENT 2024 ("the Agreement"):

1. Insert the following at the end of Clause 23.6 of the Agreement:

These deductions will only be made from amounts owing to the employee that do not include entitlements under the NES (such as accrued but unused annual leave or long service leave on termination.

2. Add to clause 15.4:

Rostered Shifts will not exceed 8 hours unless they are extended up to 10 hours by agreement with the employee.

3. Add Clause 15.9 (c)

(c) Voluntary Additional Hours

- i. The Employer will always offer additional shifts in the first instance to part-time or casual Employees where it is practicable to do so.
- ii. A part-time or casual Employee is not required to accept any additional hours.
- iii. Where a part-time or casual Employee requests or accepts any offer of hours in addition to their rostered shift or shifts, as acceptance is not required by the Employer, this will be paid at Ordinary time except where overtime or a penalty rate is otherwise payable.
- iv. To be clear, where the Employer requires an Employee to work additional time, the requirements of the applicable overtime rates shall apply.

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



Signature

18 September 2024

Date



.....
Shaye Candish
Branch Secretary
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017



.....
WITNESS
Michael Whaites
50 O'Dea Ave, Waterloo

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

I am authorised to sign this Agreement as a bargaining representative on behalf of the Health Services Union, New South Wales Branch



GERARD HAYES

Secretary HSU NSW Branch

Address: Level 2, 109 Pitt Street, Sydney NSW 2000

Date: 6/8/24

Authority to sign Agreement on behalf of employees is in accordance with Rule 48 of the Rules of the Health Services Union.