



DECISION

Fair Work Act 2009

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

Armest Pty Ltd T/A Miles Witt Partnership
(AG2020/3864)

BETHANY CHRISTIAN CARE SUPPORT STAFF ENTERPRISE AGREEMENT 2020

Aged care industry

DEPUTY PRESIDENT ASBURY

BRISBANE, 27 JANUARY 2021

Application for approval of the Bethany Christian Care Support Staff Enterprise Agreement 2020.

[1] Armest Pty Ltd T/A Miles Witt Partnership (the Applicant) as bargaining representative for Bethany Christian Care applies to the Fair Work Commission (the Commission) for approval of an enterprise agreement known as the *Bethany Christian Care Support Staff Enterprise Agreement 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] Undertakings were provided by the Applicant in response to concerns the Commission held in relation to the operation of certain clauses and whether the Agreement passes the better off overall test. A copy of the Undertakings is attached as Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person or organisation the Commission knows is a bargaining representative for the Agreement has been sought in relation to the Undertakings. Pursuant to subsection 190(3) of the Act, I accept the Undertakings. In accordance with s.201(3) of the Act, a copy of the undertakings will be attached to the Agreement and forms part of the Agreement.

[4] I observe that the following clauses may be inconsistent with the National Employment Standards (NES):

- Clause 31 – Public holidays;
- Clause 11.1(e) – Notice of termination.

[5] However, I note clause 6.1 of the Agreement provides that where there is an inconsistency between a provision of the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency. On this basis, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES. I also note that by virtue of s.55 of the Act, an enterprise agreement must not exclude the NES or any provisions of the NES and s.56 provides that a term of an enterprise agreement has no effect to the extent that it contravenes s.55.

[6] I am satisfied, on the basis of information set out in the Form F16 Application for approval of an enterprise agreement, the Form F17 Employer's declaration in support of an application for approval of the Agreement and responses to requests for further information provided by the Applicant, that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account ss.186(3) and (3A), and on the basis of the information contained in the Form F17, I am satisfied that the group of employees covered by the Agreement was fairly chosen.

[7] The Australian Workers' Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover that organisation. In accordance with s.201(2) of the Act, and based on the declaration provided by the organisation, I note that the Agreement covers this organisation.

[8] The Agreement is approved in accordance with s.54 of the Act and will operate from 3 February 2021. The nominal expiry date of the Agreement is 30 June 2022.



DEPUTY PRESIDENT

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Annexure A.



The Plains
Janoah Gardens
Beth Eden

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2020/3864 – Bethany Christian Care Support Staff Enterprise Agreement 2020

Applicant:

Armest Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertakings-Section 190

I, Michael Harding, People Manager of Bethany Christian Care give the following undertakings with respect to the Bethany Christian Care Support Staff Enterprise Agreement 2020 ("the Agreement"):

I have the authority given to me by Bethany Christian Care to provide these undertakings in relation to the application before the Fair Work Commission.

- That the following wording (underlined) is considered to be included in sentence 3 of Agreement clause 11.2 "*If an employee who is at least 18 years old fails to give the required notice....*"
- That full time employees will have a minimum payment of 4 hours for each engagement in respect of ordinary hours of work which will be a maximum of 8 hours on a day shift or 10 hours on a night shift.
- That the following wording (underlined) is considered to be included in Agreement clause 10.3(a)(iv):
"*A part-time employee will be engaged in writing to work rostered regular hours with a minimum average engagement of 20 hours per fortnight. Such published roster will show the starting and ceasing times and the days upon which an employee is engaged to work as well as the number of hours to be worked each week or as otherwise arranged by mutual agreement in writing between the employer and the employees, to suit the exigencies of the establishment.*"

A handwritten signature in black ink, appearing to read "Michael Harding".

Michael Harding
15 January 2021

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-
- I have read, understood and agree with the undertakings provided by the Employer, as above.
-

Phillip Mudie
(Employee Bargaining Representative)

pmudie (Signature)

15 January 2021 (Date)

-
- I have read, understood and agree with the undertakings provided by the Employer, as above.
-

Maria Ahlrichs
(Employee Bargaining Representative)

Mahl (Signature)

15 January 2021 (Date)

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

Bethany Christian Care

Support Staff Enterprise Agreement 2020

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Schedule D---Paid Pandemic Leave		
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Part 1—Application and Operation

1. Title

This Agreement is known as the *Bethany Christian Care Support Staff Enterprise Agreement 2020*.

2. Term

The Agreement commences 7 days after approval by the Fair Work Commission. It is noted that wage rates will be operative as per clause 14 – Wages and Wage Increases.

The Agreement will expire on 30 June 2022.

3. Definitions and interpretation

In this Agreement, unless the contrary intention appears:

Act means the *Fair Work Act 2009*

day shift means a shift worked between 6.00 am and 6.00 pm Monday to Friday

employer means Bethany Christian Care ABN 28 041 667 312.

FWC means the Fair Work Commission

Immediate Family means:

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

NES means the National Employment Standards.

4. Coverage

4.1 This Agreement covers.

- (a) The Employer;
- (b) its employees in the classifications listed in Schedules A and B;
- (c) Australian Workers Union, Queensland.

5. Access to the Agreement and the National Employment Standards

The employer must ensure that copies of this Agreement and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. Relationship of this Agreement to the National Employment Standards and the Philosophy of Bethany Christian Care

6.1 The National Employment Standards and this Agreement

The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement. This Agreement will be read and interpreted in conjunction with the NES. Where there is inconsistency between this agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

6.2 Philosophy of Bethany Christian Care

Bethany Christian Care affirms in this Agreement its

- Biblically-conservative Christian values and beliefs, as expressed in the following;
 - Virtue, including decency and honesty;
 - Acceptance, including forgiveness and impartiality;
 - Love, including compassion and gentleness;
 - Understanding, including empathy and sensitivity;
 - Excellence, including quality and diligence;
 - Serving, including humility and kindness.
- reason for being that is people's spiritual blessing in a Biblical context;
- objective of maintaining a strong Christian emphasis in its aged care facilities;
- reliance upon its employees for the practical outworking of its philosophy;
- expectation that all employees will work within its philosophy;
- undertaking to explain to new employees at orientation, and existing employees at periodical training sessions, what it means, in a practical sense, to work within its philosophy;
- expectation that all employees will use their best endeavours to put this learning into practice in the workplace; and
- acceptance, notwithstanding the above, that each employee is entitled to his/her own religious beliefs which are strictly personal to him/her.

7. Agreement Flexibility

7.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 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 the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

7.2 The employer 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.

7.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

7.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

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

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing--at any time.

Part 2—Consultation, Workload Management and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

8.3 Consultation about changes to rosters or hours of work

- (a) Where the employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employees affected and their representatives, if any, about the proposed change.

- (b) The employer must:
 - (i) Provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) Invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) Give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable hours.
- (d) The provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

8.4 **Workload Management**

(a) **Workload Management**

All parties to this agreement acknowledge the importance of maintaining a balanced workload and recognise the adverse effects of unjust, unreasonable and excessive workloads.

(b) **Workload and Change**

The parties further agree and acknowledge that employees and management should ensure that as changes or new processes are adopted, every reasonable endeavour is made to achieve a balanced workload for all employees.

The parties will actively strive to improve all communication processes between management and employees in relation to workloads, with the specific objective of ensuring that workloads issues raised by employees are investigated, understood and resolved.

(c) **Workload Issues**

If a work group or individual identifies a workloads issue relating to staff shortage, increased resident demands or for any other reason, that individual or a representative of the work group shall notify the Supervisor of that work unit before the completion of the shift, outlining the nature of the problem, the possible reasons for it and a suggested solution on an approved form.

Where a work group or individual has identified a workloads issues, then they should identify any tasks they are safely able to not complete during the course of that shift and advise the Supervisor of these tasks.

The Supervisor or delegate shall notify the work unit representative within 7 days of the following:

- (i) whether there is agreement that the problem/s exist/s, and
- (ii) the steps that will be taken to rectify the situation.

If the work unit does not receive a response from the Unit Coordinator/Supervisor within 7 days or other agreed reasonable period or the response does not satisfy the concerns of the work unit employees, then a dispute may be lodged by the staff member/s or their representative.

Any dispute or grievance over workloads shall be resolved by utilising the process set out in clause 9 of this Agreement. Discussions in regard to resolution will include the following:

- The demand of the environment, such as facility layout.
- Statutory obligations including Workplace Health and Safety legislation.
- The requirements of regulatory legislation.
- Reasonable workloads.
- Financial and other operational issues.

9. Dispute resolution

9.1 If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the National Employment Standards; or
- (c) any other industrial matter;

this clause sets out procedures to settle the dispute.

9.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

9.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management. Wherever possible, such discussions should be completed in work time within 14 days of the dispute being notified.

9.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

9.5 The Fair Work Commission may deal with the dispute in 2 stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

- (i) arbitrate the dispute; and
- (ii) make a determination that is binding on the parties.

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

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

9.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

9.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

Part 3—Types of Employment and Termination of Employment

10. Employment categories

10.1 Employees under this Agreement will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

10.2 Full-time employees

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 19.1 of this Agreement.

10.3 Part-time employees

(a) A part-time employee means:

- (i) An employee, other than a casual employee, who is engaged to work rostered regular hours with a minimum average of 20 hours per fortnight, with a minimum period of work of 3 hours on any day when work is performed.
- (ii) Part-time employees will be paid at an hourly rate equal to the appropriate weekly rate prescribed by the Agreement and divided by 38 per hour with a minimum payment as for 3 hours on any day when work is performed, and in addition shall be entitled to a *pro rata* payment of the shift premium where appropriate. Such employees shall be further entitled to *pro rata* allowances where applicable under this Agreement.
- (iii) A part-time employee will be entitled to *pro rata* annual leave, personal/ carers leave, long service leave, compassionate leave and all public holidays on the same basis as fulltime employees on which the employee would have otherwise worked on a proportionate basis calculated on the ordinary hours of work worked in accordance with clause 19. Where a public holiday occurs during a period of the employee's annual leave, there will be added to the employee's annual leave an extra day for each such day so occurring, provided further that the employee would have otherwise worked on that day of the week where the public holiday occurred.
- (iv) A part-time employee will be engaged to work rostered regular hours with a minimum average engagement of 20 hours per fortnight. Such roster will show the starting and ceasing times and the days upon which an employee is engaged to work as well as the number of hours to be worked each week or as otherwise arranged by mutual agreement between the employer and the employees, to suit the exigencies of the establishment.
- (v) Except in regard to clause 19.7, the ordinary daily working hours will be worked continuously, excluding meal breaks, and shall not be less than 3 hours or more than 8 hours (or 10 by mutual agreement) on any one day:
- (vi) Provided that by agreement between the employer and the employee, a part-time employee may work up to 10 hours on any one day.
- (vii) Subject to clause 10.3(a)(iv) and clause 10.3(a)(vi) a part-time employee who works more than 8 hours on any one day or more than 38 hours in any one week shall be paid overtime in accordance with clause 22.
- (viii) Subject to the provisions contained in clause 10.3 all other provisions of the Agreement relevant to full-time employees shall apply to part-time employees.

- (b) Twelve months after initial engagement, a part-time employee who is regularly working in excess of their contracted hours may apply to have their contract reviewed to more adequately reflect their actual worked hours. Agreement to review those hours shall not be unreasonably withheld.

On-going applications may then be made at 12 monthly intervals.

10.4 **Casual employees**

- (a) "Casual employee" means an employee who is not regularly employed as a part-time employee and who is engaged to work on a daily basis for less than 38 hours in any one week.
- (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 a casual loading of 25%.
- (c) A casual employee will have 2 hour minimum engagements per occasion of work.
- (d) The casual loading shall not be compounded by shift allowances and penalties contained within this Agreement. Penalties shall be calculated on the base rate of pay, excluding the casual loading, with the casual loading component then added on to the penalty rate of pay.
- (e) **Conversion of casual employees to permanent employees**

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.

The new contract would generally be on the basis of the same number of hours as previously worked: however, the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between the employer and the employee.

The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.

11. **Termination of employment**

11.1 **Termination by the Employer**

- (a) The Employer may dismiss an employee only if the employee has been given the following notice:

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

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the Employer are entitled to an additional week's notice.

- (c) Payment in lieu of notice will be made if the appropriate notice is not given:
Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the Employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause does not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.
- (f) A casual employee will be entitled to one hour's notice.
- (g) Annual leave is not deemed to form part of the notice period for the purpose of this provision.

11.2 **Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of an employer, except for the additional age-based week. A casual employee must provide at least one hour's notice. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this Agreement (except monies owed in respect of an entitlement under the NES), an amount not exceeding the amount the employee would have been paid under the Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee, to a maximum of one week. Any such deduction must not be unreasonable in the circumstances.

11.3 **Job search entitlement**

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

12. **Redundancy**

12.1 **Entitlement to redundancy pay**

An employee is entitled to be paid redundancy pay by the Employer if the employee's employment is terminated:

- (a) at the Employer's initiative because the Employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (b) because of the insolvency or bankruptcy of the Employer.

12.2 Amount of redundancy pay

The amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee's base rate of pay for his or her ordinary hours of work:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
9 years or more	16 weeks

12.3 Transfer to lower paid duties

- (a) Clause 12.3 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under clause 12.2; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in sub-clause 12.3(c).
- (c) If the employer acts as mentioned in sub-clause 12.3(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

12.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to

payment instead of notice.

12.5 **Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 11.3.

Part 4—Minimum Wages and Related Matters

13. Classifications

All employees covered by this Agreement must be classified according to the structure and definitions set out in Schedule A. Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

14. Wages and Wage Increases

14.1 Wages

Wage rates are outlined at Schedule B.

14.2 Wage Increases

The rates of pay for all employees covered by this Agreement will be increased as follows:

- (a) From the first full pay period on or after 1 July 2020, by 1.75%;
- (b) From the first full pay period on or after 1 July 2021, by 2%.

14.3 Progression Through Paypoints

- (a) Progression from one level to the next level shall be by appointment and dependent upon the employee satisfying the requirements outlined in each level.
- (b) An employee shall not move from one pay point to the next pay point within the classification level until:
 - In the case of a full time employee, such employee has received such wage for a period of twelve months (1976 hours);

- In the case of a part-time or casual employee, when such employee has received such wage for a period of at least 12 months and 1450 hours service.

15. Allowances

15.1 Annual adjustment of allowances

The allowances outlined below will be increased in accordance with base rates of pay in the second year of the Agreement.

15.2 Uniform and laundering

- Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
- Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform allowance at the rate of \$1.49 per shift or part thereof on duty or \$7.52 per week, whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$0.38 per shift or part thereof on duty or \$1.80 per week, whichever is the lesser amount.
- The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an employee, the employer must reimburse the employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the employer.

15.3 Overtime Meal allowance

- An employee working overtime will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$13.56 in addition to any overtime payment as follows:
 - when required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.
 - Provided that where such overtime work exceeds four hours a further meal allowance of \$12.23 will be paid.

- (b) Clause 15.3(a) will not apply when an employee could reasonably return home for a meal within the meal break.

15.4 Nauseous work allowance

An allowance of \$1.03 cents per day will be paid to an employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification.

15.5 Travelling, transport and fares

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.89 cents per kilometre.
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 15.6(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

16. Payment of wages

- 16.1 Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- 16.2 Employees will be paid by cheque or electronic funds transfer, as determined by the Employer, into the bank or financial institution account nominated by the employee.
- 16.3 Should public holidays occur during the close of the pay period, payment of wages may be delayed by no longer than the period of those holidays.
- 16.4 When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee within 3 business days of the termination date or as otherwise mutually agreed.

17. Trainees and Supported Wage System Employees

- 17.1 Trainees may be employed in accordance with the National Training Wage Schedule. Eligible employees may be employed in accordance with the Supported Wage System Schedule.
- 17.2 In addition to the rates payable under either Schedule at any time during the life of the Agreement, wages will increase in accordance with clause 14.

18. Superannuation and Salary Packaging

18.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

18.2 Employer contributions

- (a) The Employer will contribute a minimum 9.5% (or a greater amount if prescribed by relevant legislation) of an employee's ordinary time earnings to a fund referred to in clause 19.4, on behalf of any employee who earns \$450 or more per month.
- (b) If an employee is participating in a salary sacrifice arrangement the Employer contribution will be calculated on the employee's gross earnings which the employee would receive if not taking part in a salary sacrificing arrangement.

18.3 Voluntary employee contributions (including salary sacrifice arrangements)

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the Employer to pay on behalf of the employee a specified amount from the pre-taxation or post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 18.2.
- (b) An employee may adjust the amount the employee has authorised the Employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to the Employer.
- (c) The Employer must pay the amount authorised under clauses 18.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or (b) was made.

18.4 Superannuation fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund that is chosen by the employee, the Employer must make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3(a) or (b) to one of the following superannuation funds:

- (a) Health Employees Superannuation Trust of Australia (HESTA);
- (b) any superannuation fund to which the Employer was making superannuation contributions for the benefit of its employees before the commencement of the Agreement, provided the superannuation fund is an eligible choice fund.

HESTA is the default fund.

18.5 **Salary Packaging – Permanent Staff**

- (a) The parties agree to the salary packaging as detailed in Schedule C.
- (b) The terms and conditions of such a salary package (including any negotiating salary allowable) shall not, when viewed objectively, be less favourable than the entitlement otherwise available under this Agreement and shall be subject to the following provisions:
- (c) Should any changes occur which prevent the Fringe Benefits Tax Exemption Status the organisation enjoys, then the wages and conditions of those employees who have entered into such an agreement will revert to the entitlements otherwise available under this Agreement.
- (d) Salary packaging is only available to permanent employees (full-time and part-time).
- (e) Any penalties, loadings, annual leave, personal leave, long service leave, superannuation, workers compensation and any other general or statutory entitlements are to be based upon the gross remuneration.
- (f) Where at the end of the agreed period the full amount allocated has not been utilised, any unused amount may be carried forward to the next period, or paid as salary which will be subject to usual taxation requirements.
- (g) Similarly, in the event of termination or resignation of employment any unused amount will be paid as salary, taxable as above.
- (h) Either party may cancel any such salary packaging arrangements by giving one month's notice of cancellation.

Part 5—Hours of Work and Related Matters

19. Ordinary hours of work and rostering

19.1 Ordinary hours of work

The ordinary full time hours of work will be 38 hours per week, or an average of 38 hours per week worked over 76 hours per fortnight or 114 hours per 21 days or 152 hours per four week period, and will be worked either:

- (a) in a period of 28 calendar days of not more than 20 work days in a roster cycle;
- (b) in a period of 28 calendar days of not more than 19 work days in a roster cycle, with the twentieth day taken as an accrued paid day off (ADO).

19.2 Span of hours

- (a) The ordinary hours of work for a day worker will be worked between 6.00 am and 6.00 pm Monday to Friday.

- (b) A shiftworker is an employee who is regularly rostered to work a majority of their ordinary hours outside the ordinary hours of work of a day worker, as defined in clause 19.2(a).

19.3 **Rostered days off**

Employees, other than a casual employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, days off will be consecutive.

19.4 **Rest breaks between rostered work**

- (a) An employee will be allowed a break of not less than 10 hours between the termination of one shift or period of duty and the commencement of another.
- (b) By mutual agreement, the 10 hour rest break may be reduced to eight hours.

19.5 **Accumulation and taking of accrued days off (ADOs)**

- (a) This clause will only apply to full-time employees.
- (b) Where the arrangement of ordinary hours of work provides for an accrued day off, the employer and the majority of employees concerned may agree to accrue up to a maximum of five accrued days off. Where such agreement has been reached, the accrued days off shall be taken within 12 calendar months on which the first accrued day off was approved. Consent to accrue days off shall not be unreasonably withheld by either party.
- (c) Where an employee's employment terminates for any reason, accumulated ADOs will be paid to the employee at ordinary rates.
- (d) The taking of an 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 prescribed in clause 19.3 above. ADOs will not be rostered on public holidays.

19.6 **Rosters**

- (a) The ordinary hours of work for each employee will be displayed on a roster in a place conveniently accessible to employees. Such roster will be displayed at least 7 days prior to the commencing date of the first working period in any roster subject to clause 19.6(b) below.
- (b) It is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.
- (c) Seven days' notice will be given of a change in a roster. However, a roster may be altered at any time to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness or in an emergency.
- (d) This clause will not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that

the part-time employee still has two rostered days off in that week or four rostered days off in that fortnight, as the case may be.

- (e) Where practicable, ADOs will be displayed on the roster.

19.7 **Broken shifts**

With respect to broken shifts:

- (a) **Broken shift** for the purposes of this clause means a shift worked by a casual or permanent part-time employee that includes breaks (other than a meal break) totalling not more than four hours and where the span of hours is not more than 12 hours.
- (b) A broken shift may be worked where there is mutual agreement between the employer and employee to work the broken shift.
- (c) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clauses 22 – Overtime penalty rates and 23 – Shiftwork, with shift allowances being determined by the commencing time of the broken shift.
- (d) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (e) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

20. **Saturday and Sunday work**

- 20.1 Employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three-quarters.

These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 22—Shiftwork.

21. **Breaks**

21.1 **Meal breaks**

- (a) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes. Provided that, by agreement of the employees affected, employees who work shifts of six hours or less may forfeit the meal break.
- (b) Where an employee is required to be on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.

21.2 **Rest Pauses**

- (a) Every employee will be entitled to a paid 10 minute rest pause in each four hours worked at a time to be agreed between the employee and employer.
- (b) The Employer may by mutual agreement substitute in lieu of the foregoing, after having regard to the employees' health and welfare as well as taking in to account peak workload periods, one rest pause of 20 minutes in the first part of the working day.
- (c) Rest pauses will count as time worked.

22. **Overtime**

22.1 **Overtime rates**

(a) **Full-time employees**

A full-time employee will be paid the following payments for all work done in addition to their rostered ordinary hours on any day:

- (i) for all authorised overtime on Monday to Friday, payment will be made at the rate of time and a half for the first two hours and double time thereafter;
- (ii) for all authorised overtime on a Saturday or Sunday, payment will be made at the rate of double time; and
- (iii) for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half.

Overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause 23.1.

(b) **Part-time and casual employees**

- (i) All time worked by a part-time or casual employee in excess of 38 hours per week or 76 per fortnight will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Saturdays and Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
- (ii) Subject to the provisions of clause 22.1(b)(iii) below, all time worked by a part-time or casual employee which exceeds 10 hours per day, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
- (iii) For a part-time employee, all time worked in excess of their rostered hours on any one day (unless an agreement has been entered into under clause 10.3(c)), will be overtime and paid at the rates prescribed by clause 22.1(b)(i).

(c) Time off instead of payment for overtime

By mutual agreement, a full time or a part-time employee may be compensated by way of time off equivalent to the overtime worked instead of payment of overtime on the following basis:

- (i) Time off instead of payment for overtime must be taken at ordinary rates within three months of it being accrued.
- (ii) Where it is not possible for an employee to take the time off, instead of payment for overtime, within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- (iii) If, during that 3 month period, the employee requests payment of the overtime covered by the agreed TOIL period, the employer must pay the amount in the next pay period.
- (iv) An employee cannot be compelled to take time off instead of overtime.
- (v) At the termination of employment of an employee any outstanding amounts of time off in lieu will be paid at the rate applicable to the overtime worked.

(d) Rest period after overtime

- (i) An employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (ii) If on the instructions of the employer, such an employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

(e) Recall to work overtime

An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of three hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than three hours, the employee will be released from duty.

(f) Rest break during overtime

- (i) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than three hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent three hours overtime; all such time will be counted as time worked.

- (ii) The meals referred to in clause 22.1(f)(i) will be allowed to the employee free of charge. Where the facility is unable to provide such meals, a meal allowance, as prescribed in clause 15.2 will be paid to the employee concerned.

23. Shiftwork

23.1 Shift allowances and penalty rates

- (a) In addition to the rates of pay prescribed by clause 14.1, employees whilst engaged on afternoon shift and night shift, as defined, shall be paid an additional penalty rate for each such shift as follows:

- (i) Early afternoon shift 10%
- (ii) Afternoon Shift 12.5%
- (iii) Night Shift 15%

- (b) For the purposes of clause 23.1:

- (i) "Early afternoon shift" means a shift commencing at 10.00am and before 12.00pm;
- (ii) "Afternoon shift" shall mean a shift, other than a night shift as defined herein, commencing at or after 12 midday;
- (iii) "Night shift" shall mean any shift commencing at or after 6.00pm or before 7.30am the following day, the major portion of which is worked between 6.00pm and 7.30am;

The percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.

- (c) This allowance shall not apply to work performed on Saturday and Sunday and public holidays where extra payments apply for such work.

24. Higher duties

An employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:

- (a) the time so worked for two hours or less; or
- (b) a full day or shift where the time so worked exceeds two hours.

Part 6—Leave and Public Holidays

25. Annual leave

25.1 Annual leave

An employee (other than a casual employee) shall be entitled for each 12 month period to annual leave on full pay as follows and such annual leave shall be exclusive of any public holidays:

- (a) Not less than five weeks for employees employed as shift workers as defined at clause 25.2; and
- (b) Not less than four weeks in any other case.

Annual leave accrues continuously.

25.2 Quantum of annual leave

A shiftworker is defined as

- (i) an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in clause 19.2(a); and/or
- (ii) an employee who works for more than four ordinary hours on 10 or more weekends.

25.3 Annual leave loading

- (a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5 % of their ordinary rate of pay.
- (b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - (i) annual leave loading of 17.5% of their ordinary rate of pay; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

25.4 An employee whose employment is terminated at the expiration of a full year employment shall be deemed to have been given the annual holidays due in sub-clause 25.1 from the date of termination and shall be entitled to payment calculated as per sub-clause 25.3.

25.5 Notice of annual leave

- (a) Unless otherwise agreed between the Employer and employee, at least 4 weeks' notice prior to the time which the annual leave is to commence will be given. The employer and employee may agree to a shorter notice period under particular circumstances.
- (b) All annual leave shall be taken at a time to suit the administration of the aged care facility, but in exercising its discretion the administration shall give reasonable consideration to the preference of the employee.

- (c) Following consultation with the employee, the employer may give directions to an employee for the taking of accrued annual leave in excess of 2 years' accruals (that is 8 weeks or 10 weeks in the case of a shiftworker as defined at clause 25.2) with at least 28 days' notice in writing.
- (d) The employee may agree with the Employer the manner in which payment for annual leave is made, i.e. either in advance or in accordance with the normal pay cycle.

25.6 **Cash-out of annual leave**

An employee may request in writing to the Employer to "cash out" annual leave provided that:

- (a) the employee has sufficient accruals of paid annual leave;
- (b) the accruals remaining after cashing out will be at least 4 weeks;
- (c) the maximum amount of leave that may be cashed out at any one time is 2 weeks;
- (d) such cashing out only occurs once in any 12 month period and only in conjunction with the taking of annual leave;
- (e) such cashing out is payable in the same manner as if the employee had actually taken leave, including leave loading.

26. **Paid Personal/Carers Leave**

26.1 **Entitlement to paid personal/carer's leave**

(a) **Amount of leave**

For each year of service with the Employer, an employee, other than a casual employee, is entitled to 10 days of paid personal/carer's leave.

(b) **Accrual of leave**

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.

26.2 **Taking paid personal/carer's leave**

An employee may take paid personal/carer's leave if the leave is taken:

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

- (ii) an unexpected emergency affecting the member.
- (iii) in addition to the provisions of the NES s106A to s106E *Unpaid family and domestic violence leave*, where the employee or a member of the employee's immediate family or household is directly involved in issues related to domestic or family violence.

26.3 **Employee taken not to be on paid personal/carer's leave on public holiday**

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.

26.4 **Payment for paid personal/carer's leave**

If, in accordance with this clause, an employee takes a period of paid personal/carer's leave, the Employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

26.5 **Monitoring of Personal Leave usage**

- (a) An Employer may as a result of substantial concern over the consistent use of paid personal leave and which is based on the nature of its occurrence, duration and overall pattern over a 6 months period, formally notify that employee in writing that such leave usage will be scrutinised from a certain date for a fixed period of 6 months.
- (b) The employee shall first be afforded an opportunity to express causes considered to contribute to the leave patterns.
- (c) Where misuse of paid personal leave over a 6 months period is so identified, an Employer may require, for all absences of any duration, for that employee to provide medical certificates or other proof of illness of satisfaction to the Employer.
- (d) In requiring an employee to provide a medical certificate or proof of illness, the Employer shall first exercise equity and good conscience in reaching that decision:

Provided also that an employee who is aggrieved by the Employer's decision may seek the advice and assistance of the Union.

27. Unpaid personal/carer's leave

27.1 **Entitlement to unpaid carer's leave**

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

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

- (b) an unexpected emergency affecting the member.

27.2 **Taking unpaid carer's leave**

- (a) An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 27.1.
- (b) An employee may take unpaid carer's leave for a particular permissible occasion as:
 - (i) a single continuous period of up to 2 days; or
 - (ii) any separate periods to which the employee and his or her employer agree.
- (c) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

28. **Compassionate leave**

28.1 **Entitlement to compassionate leave**

An employee is entitled to 2 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

28.2 **Taking compassionate leave**

- (a) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in Clause 28.1 or
 - (ii) after the death of the member of the employee's immediate family or household referred to in Clause 28.1.
- (b) An employee may take compassionate leave for a particular permissible occasion as:
 - (i) a single continuous 2 day period; or
 - (ii) 2 separate periods of 1 day each; or
 - (iii) any separate periods to which the employee and his or her employer agree.

- (c) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

28.3 Payment for compassionate leave (other than for casual employees)

If, in accordance with this clause, an employee, other than a casual employee, takes a period of compassionate leave, the Employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

29. Notice and evidence requirements

29.1 Notice

- (a) An employee must give the Employer notice of the taking of leave under clauses 26 - 28 by the employee.
- (b) The notice:
 - (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise the employer of the period, or expected period, of the leave.

29.2 Evidence

- (a) An employee who has given his or her employer notice of the taking of leave under clauses 26 - 28 must, if required by the Employer, give the employer evidence that would satisfy a reasonable person that:
 - (b) if it is paid personal/carer's leave—the leave is taken for a reason specified in clause 26.2 (however a medical certificate from a duly qualified practitioner will only be required where the absence through illness is greater than 2 days except in the circumstances outlined in clause 26.5); or
 - (c) if it is unpaid carer's leave—the leave is taken for a permissible occasion in circumstances specified in clause 27.2, or
 - (d) if it is compassionate leave—the leave is taken for a permissible occasion in circumstances specified in clause 28.2.

29.3 Compliance

An employee is not entitled to take leave under clauses 26 - 28 unless the employee complies with this section.

30. Parental Leave

Parental Leave is available in accordance with the NES.

In summary, the NES provides for up to 12 months unpaid parental leave in relation to birth or adoption for permanent employees with at least 12 months service. Request can be made for an extension of up to a further 12 months leave.

31. Public holidays

- (a) All work done by any employee on:
- The first day of January
 - The twenty-sixth day of January
 - Good Friday
 - Easter Saturday
 - Easter Sunday
 - Easter Monday
 - Anzac Day
 - Labour Day
 - The birthday of the Sovereign
 - Christmas Eve (from 6pm to Midnight)
 - Christmas Day
 - Boxing Day
 - or any day appointed under the *Holidays Act 1983*, to be kept in place of such holidays, shall be paid at the rate of double time and a-half with a minimum payment of four hours except for Christmas Eve when the penalty payment will only apply to hours worked. Substitution for a public holiday by exchanging for another working day will be by mutual Agreement.
- (b) **Annual show** - all work done by an employee in a district specified from time to time by the Minister, by notification published in the gazette or the Queensland Government Industrial Gazette, on the day appointed under the *Holidays Act 1983* to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principle city or town, as specified in such notification, of such district, shall be paid for at the rate of double time and a-half with a minimum of four hours.
- (c) **Holidays in lieu** - Where a statutory holiday falls on a full-time employee's accrued day off, the employee shall be entitled to receive another day off in lieu, an additional day added to their annual leave entitlement or be paid an additional day's wages at ordinary rates.
- This sub-clause shall not apply to Easter Saturday unless the employee works ordinary hours in accordance with a roster which provides for ordinary hours to be worked on a Saturday.
- (d) **Part-time employees** - A part-time employee who usually works on a day of the week on which a statutory holiday falls and is not required to work on that

day, shall be paid for the hours which would normally have been worked on that day.

- (e) **Casual employees** - A casual employee required to work on a statutory holiday shall be paid at the rate of double time and a-half for all time worked. The rate shall be based on the ordinary rate of pay exclusive of the casual loading provided in clause 10.3.

32. Long Service Leave entitlement and cash-out

32.1 Employees will be entitled to long service leave in accordance with the provisions of the Queensland *Industrial Relations Act 2016*, as amended from time to time.

32.2 However from 17 August 2014, accruals will increase to one week's leave for each year of service.

32.3 From 17 August 2014, employees with at least 7 years continuous service may access their accruals of long service leave.

32.4

- (a) Employees who are eligible to access their accruals of long service leave (i.e. after 7 years' service) may apply in writing to "cash-out" a proportion of such leave instead of taking leave.
- (b) However, at least 4 weeks leave must be retained at any time, to be taken as long service leave in the usual manner. "Cashing-out" may occur only once in any 5 year period.

33. Community service leave

Community service leave is provided for in the NES. The NES sets out the entitlements for community service which is currently voluntary emergency management activity and jury service.

34. Ceremonial leave

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

35. Requests for flexible working arrangements

35.1 Employee may request change in working arrangements

Clause 35 applies where an employee has made a request for a change in working arrangements under s.65 of the Act.

Note 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 35 is an addition to s.65.

35.2 **Responding to the request**

Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee's s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

35.3 **What the written response must include if the employer refuses the request**

Clause 35.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 35.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 35.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

35.4 **What the written response must include if a different change in working arrangements is agreed**

If the employer and the employee reached an agreement under clause 35.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

Part 7—General

36. Training

- 36.1 Where the employer identifies training as mandatory, attendance during ordinary rostered hours will be paid at the ordinary rate of pay. When attendance is directed by the employer outside an employee's ordinary rostered hours, payment will be at overtime rates for the attendance time.
- 36.2 In-service training may include attendance at workshops/seminars devoted solely to skill related career paths, multi-skilling and broadening of tasks which employees may be expected to acquire in enhancing flexibility and the efficiency of the industry.
- 36.3 The workshop/seminars may be conducted by the Employer Associations, the Union, Employer or other organisations approved by the Employer.
- 36.4 An Employer granting an employee leave to attend such workshop/seminars is required to pay no more than the appropriate ordinary rate of wages that employee would have received otherwise for each day of attendance at the workshop/seminar. An Employer would not be responsible for any other expenses incurred by the employee whilst attending such workshop/seminar.

37. Employee Representatives Training Leave

- 37.1 An Employee Representative will be entitled to attend workplace relations training leave in order to further her/his understanding of the requirements of the Fair Work Act 2009 and associated workplace relations issues.
- 37.2 An employee may attend such training upon formal notification of no less than 1 month to the employer or as otherwise agreed.
- 37.3 The employer shall not unreasonably refuse such applications.
- 37.4 The employer will provide for a maximum of 3 days training, paid at ordinary time, per year of employment for each representative.
- 37.5 The maximum number of representatives attending a course or seminar at the same time will be one.
- 37.6 Leave granted to attend paid training shall not incur additional payment if the training coincides with a fulltime employee's accrued day off or with any other paid leave.
- 37.7 In the event that there is disagreement between the employer and the employee about any matters pertaining to training the employee may utilise the dispute settlement procedure contained in this agreement at clause 9.

38. No extra claims

- 38.1 There will be absorption of any other FWC determination, safety net adjustment, minimum rate adjustment, or living wage case decisions available during the life of the Agreement.
- 38.2 Notwithstanding the above, no employee will fall below the relevant modern Award or transitional rates during the life of this Agreement.
- 38.3 There will be no further wage increases sought or granted except as provided under the terms of this Agreement.

39. Renegotiation

Discussions for a replacement Agreement will begin no later than 3 months prior to the expiry date of this Agreement.

Schedule A—Classification Definitions

The wage rates and the job level for employees contained at Schedule B will be determined in accordance with the following classification descriptors. Advancement to the next Level or the next pay point within a level will be as per clause 14.3.

LEVEL 1

Pay point 1

Level 1, Paypoint 1 applies to an employee who has less than 3 months ~~no~~ experience or no qualifications in any functions/activities associated with employment in the Aged Care Industry and undertakes accredited training in basic workplace practices and procedures (e.g. workplace health and safety, conditions of employment matters, work and document procedures, and quality control/assurance).

An employee at this level performs routine duties to the level of their training in the aged care industry which are simple repetitive tasks generally of a manual nature. The employee would exercise minimal judgment and be working under supervision.

Pay Point 2

Pay point 3

Pay point 4

An employee at Level 1, Pay points 2, 3 and 4 works within the limits of their training and experience may work independently under limited supervision or as a member of a team. This position may include working as part of a team to meet the support needs of aged persons to assist them in a residential/community environment and may extend to generic services and may also encompass any one of more of the Functions listed below.

An employee at this level performs above and beyond the skills of Level 1, Pay point 1. An employee at this level may be receiving on or off the job training or have received training. An employee at this level will be actively involved in safety practices and continuous improvement.

Examples of the function's indicative tasks/skills for this level in addition to those at the Level 1, Pay point 1 are indicated below. Tasks performed in the listed functions may require some theoretical knowledge, motor skills and work-based communication skills, and can range across the specific functions. At this level an employee has knowledge of health and safety in relation to tasks performed.

Administration

Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions. Later, work is likely to be performed under routine supervision with intermittent checking.

Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to

checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

Indicative tasks may include but not limited to, the following:

- Directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and greeting of visitors e.g. reception, switchboard.
- Telephonists involved in the operation of communication apparatus, including computerised keyboard/switchboard/call centre.
- Maintenance of basic manual and/or computerised records.
- Filing, recording, matching, checking and batching of accounts, records, invoices, orders, store requisitions etc.
- Handling, recording or distributing mail including messenger service.
- Simple stock control functions (e.g. seeing that the office or department has adequate supplies of stationery, standard printed forms, tea room amenities etc.) within clearly established parameters.
- Copy typing and audio typing. The routine operation of a range of equipment including adding machines, calculators, cash registers, facsimile machines, photocopiers, guillotines, franking machines, switchboard, computerised radio/telephone equipment, or any other equipment to facilitate communications, telephone/intercom systems, telephone answering machines.
- The basic use of keyboard operated equipment including typewriters/computers, word processing, micro personal computers and attached printers.
- General receipting of money.

Cooking/Kitchen

Indicative tasks may include but not limited to, the following:

- Preparation/cooking of basic food items and assisting employees at a higher level in cooking;
- Serving of meals to residents/clients;
- Cleaning and tidying of dining/kitchen areas and equipment and crockery/utensils.

Diversional Therapy (Lifestyle) Work

An employee engaged on this Duty at Level 1 may be undertaking some training program or course of study in the area of aged care and/or diversional therapy with a Certificate IV outcome under the Australian Qualification Framework (AQF).

Indicative tasks may include, but not be limited to, the following:

- Assist program organisers in running group and individual general diversional therapy programs, identify clients' basic needs, set up venues and equipment.
- Advocates on behalf of client.
- Assist in the conduct of activities programs for residents/clients.

Domestic

Indicative tasks may include but not limited to, the following:

- General cleaning duties (including kitchen where necessary) in an aged care facility;

- Laundry and linen duties;
- Operate and maintain mobile lifting equipment;
- Servicing of clients' accommodation.

Maintenance

Indicative tasks may include but not limited to, the following:

- “Handy-person” at Level 1 shall mean a person who is not a trades-person, and whose duties include the performance of routine repair work and maintenance in and about the employers and/or clients premises, and other general duties such as pool, garden etc.
- security duties;
- driving a passenger vehicle or courtesy bus;
- Undertake routine repair work and maintenance in and about the employer’s and/or clients’ premises (“handyperson”);
- General ground duties including the use of specialised equipment and fertilizers.

LEVEL 2

Pay point 1

Pay point 2

Pay point 3

Pay point 4

An employee is appointed at Level 2 and is undertaking training or has the required skills in the field to enable the duties of the position to be carried out. An employee at this level performs above and beyond the skills of Level 1.

An employee at this level may work independently but under limited supervision and perform tasks which require applied knowledge, skills and functional work based verbal and written communication skills. The employee could be responsible for the completion of the whole tasks within the prescribed standards and which may range across specific Functions. An employee at this level would assist in the training, coordination and supervision of employees of lower Levels. At this level an employee has knowledge of health and safety in relation to tasks performed.

Administration

Employees at this level are responsible and accountable for their own work, with checking related to overall progress. In some situations detailed instructions may be necessary. Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge.

The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

Indicative tasks may include but not limited to, the following:

- Reception/switchboard/call centre duties as in Level 1 and in addition, responding to enquiries, where presentation and the use of interpersonal skills together with the

acquisition of sound knowledge of the organisation's operations and services are a key aspect of the position, e.g. reception/switchboard.

- Word processing e.g. the use of a word processing software package to create, format, edit correct, print and save text documents.
- Maintenance of records and/or journals including initial processing and recording relating to the following:
 - reconciliation of accounts balance
 - incoming/outgoing cheques
 - invoices
 - debit/credit items
 - payroll data
 - petty cash imprest system
 - letters etc.
- Secretarial – performing a broad range of clerical functions within this level.
- Computer applications involving clerical skills at this level, which may include one or more of the following functions:
 - create a data base/files/records
 - spreadsheet/worksheet
 - graphics
 - accounting/payroll file following standard procedures and using existing models/fields of information.

Cooking/Kitchen

Indicative tasks may include but not limited to, the following:

- Undertake general cooking (non Trade) duties;
- Undertake general waiting duties of both food and beverages including cleaning of kitchen equipment.

Domestic

Indicative tasks may include but not limited to, the following:

- Major repair in linen and/or clothing including basic tailoring and major alterations/refitting, dry cleaning;
- Specialised cleaning duties such as floor stripping and polishing, air-conditioning ducts and carpet shampooing which require training and knowledge in chemicals and equipment;
- Providing basic food and beverage service with personalised client/patient services.

Diversional Therapy (Lifestyle) Work

An employee engaged on this Duty at Level 2 may have completed or be assessed for current competencies equivalent to 40% of whole off-the-job training modules and the relevant on-the-job skills from an accredited training program in the area of aged care and/or diversional therapy with Certificate IV outcome under the Australian Qualification Framework.

Indicative tasks may include but not limited to, the following:

- Conduct general diversional therapy programs for groups and individuals.
- Conduct activities that are provided in a facility or centre's Activities Programs;
- Identify and cater for clients diversional therapy needs in relation to their disability, interests and social history.
- Undertake office duties and public contact in relation to diversional therapy programs.

Maintenance

Indicative tasks may include but not limited to, the following:

- Undertake repair and maintenance work which requires prior experience and be trade related (“handyperson);
- “Handyperson” at Level 2 shall mean a person who is not a tradesperson, and whose duties include the performance of repair work and maintenance which requires some prior experience and be trade related, although trade qualifications are not required at this level.
- Receive, store and distribute goods.

LEVEL 3

Pay point 1

Pay point 2

Pay point 3

An employee is appointed at Level 3 and has the required skills and experience in the field to enable the duties of the position to be carried out. The employee has formal qualifications equivalent to an AQF Certificate level III or a Trade qualification.

The employee at Level 3 would undertake duties of a higher level than Level 2 and may be responsible for the supervision of lower level staff including being responsible for the quality and productivity of their work and others. The employee within the limits of their training and experience would be expected to work from complex instructions and procedures; coordinate work in a team environment or work individually with only general supervision. The employee has knowledge of health and safety in relation to tasks performed at this band:

Level 3 shall mean an employee who is primarily engaged in one or more of the following Functions and indicative tasks/skills for each function are indicated:

Administration

Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.

Work is likely to be without supervision with general guidance on progress and outcomes sought and involves the application of knowledge with depth in some areas and a broad range of skills. Initiative, discretion and judgement are required in carrying out assigned duties.

Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Level 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

Indicative tasks may include but not limited to, the following:

- Prepare cash payment summaries, banking report and bank statements, calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger etc. at a higher level than at Level 2.
- Provide detailed advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
- Secretarial – performing a broad range of clerical functions at a higher level than at Level 2.
- Apply computer software packages utilizing clerical skills at a higher level than at Level 2.

Cooking/Kitchen

Indicative tasks may include but not limited to, the following:

- Solely responsible for other cooks and other kitchen employees in a single kitchen establishment where no other trade qualified cooks are employed;
- Supervising, training and coordinating food and beverage staff including maintenance of service and operational standards, preparation of operational reports and staff rostering;
- Perform general or specialised cooking duties including the training and supervision of other cooks and kitchen staff and relieving other employees on their rostered days off, annual leave or other leave.

Domestic

Indicative tasks may include but not limited to, the following:

- Supervising, training and coordinating the work of employees engaged in the housekeeping areas.

Diversional Therapy (Lifestyle) Work

An employee engaged in this area at Level 3 may have completed or have been assessed for current competencies equivalent to 71% of whole off-the-job training modules and the relevant on-the job skills from an accredited training program in the area of aged care and/or diversional therapy with Certificate IV outcome under the Australian Qualification Framework.

Indicative tasks may include but not be limited to, the following:

- Co-ordinate and organise individual activities for groups and individuals, including alternative therapies such as music, massage.
- Assist in planning general diversional therapy programs for groups and individuals.
- Execute part of the diversional therapy program and complete documentation to meet workplace requirements.
- Collate data with a view to identifying and responding to clients' individual needs.

Maintenance

Indicative tasks may include but not be limited to the following:

- Undertake repair and maintenance work which requires the equivalent qualification to an ACF Cert III or IV

LEVEL 4

Pay point 1

Pay point 2

Pay point 3

An employee is appointed at Level 4 and has the required skills, competence and appropriate experience in the field to carry out the duties of the position. The employee has formal qualifications equivalent to an AQF Certificate level IV. The employee at Level 4 would undertake duties of a higher level than Level 3 and would be responsible and accountable for the quality and productivity of their work and lower level employees; work without supervision and understand the employer's operation. The employee has knowledge of health and safety in relation to tasks performed at this level.

Administration

Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give independent advice and/or information to the organisation and clients in relation to specific areas of their responsibility.

Whilst not a pre-requisite a feature of this level is responsibility for supervision of employees in lower levels in terms of co-ordinating work flow, checking progress and resolving problems.

Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.

They exercise initiative, discretion and judgement regularly in the performance of their duties. They are able to train employees in Levels 1-3 by personal instruction and demonstration.

Indicative tasks may include but not be limited to, the following:

- Secretarial/Executive Services – performing a broad range of clerical functions at a level higher than at Level 3, which may include the following:
 - Maintain executive diary; attend executive/organisational meetings and take minutes; establish and/or maintain current working and personal filing systems for executive; answer executive correspondence from verbal or handwritten instructions.
- Responsibility for the preparation of financial/tax schedules; calculation of costings and/or wage and salary requirements; completion of personnel/payroll data for authorisation; reconciliation of accounts to balance.
- Advise on/provide information on one or more of the following:
 - employment conditions;
 - workers compensation procedures and regulations;
 - superannuation entitlements, procedures and regulations.
- Apply computer software packages utilizing clerical skills at a level higher than at Level 3.

Cooking/Kitchen

- Chief Cook with trade Cook(s) reporting to this level.

Diversional Therapy (Lifestyle) Work

An employee engaged in this area at Level 4 will have completed or be assessed for current competencies equivalent to all training modules and the relevant on-the job skills from an accredited training program in the area of aged care and/or diversional therapy with Certificate IV outcome under the Australian Qualification Framework. Alternatively, the employee may have a range of specialist skills which in the employer's opinion justifies appointment to Level 4. The employee has knowledge of health and safety in relation to tasks performed at this band.

The employee may have recognised specialist qualifications at AQF Certificate level III or IV in any area of dementia, neurological disorders, intellectual impairment, music, arts, massage or other qualification related to the work of diversional therapy:

Indicative tasks may include but not be limited to, the following:

- Plan general diversional therapy program for groups and individuals.
- Organise volunteer program, provide training for and facilitate meeting and support groups.
- Ensure the maintenance of documentation as required by legislation (i.e. WH&S Inventories).
- Maintain budget levels.
- Conducts research in the area of client rights and responsibilities.
- Develop and conduct diversional therapy programs in specific areas like music therapy, massage therapy and art therapy or other alternative therapies.
- Develop and conduct diversional therapy programs in specific disability areas like dementia, neurological disorders, intellectual impairment etc.
- Provides physiotherapy assistance or mobility programs to individuals or groups of residents under the oversight of a Physiotherapist.

LEVEL 5

Pay point 1

Pay point 2

Administration

Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.

Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.

They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, in terms of, inter alia, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.

They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgement in the performance of their duties.

The possession of relevant post secondary qualifications may be appropriate but not essential.

Indicative typical duties and skills in this level may include:

- Operates and is responsible for a complex and diverse payroll system.
- Apply detailed knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions for the purposes of assisting in developing policy or new products and services to meet changing market needs or other circumstances.
- Application of computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text.
- Prepare internal reports for management in any or all of the following areas:
 - Account/financial
 - Staffing
 - Legislative requirements
 - Other significant company activities/operations.
- Finalise quotations or costings by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements.
- Executive secretary/Executive Assistant who performs a broad range of executive support functions with minimal direction or supervision.

Diversional Therapy (Lifestyle) Work

An employee is appointed at Level 5 and has the required skills, competence and appropriate experience to carry out the duties of the position. A diversional therapy/lifestyle employee has formal qualifications equivalent to an AQF Cert IV in Leisure and Lifestyle. The employee at Level 5 will undertake Duties of a higher level than Level 4 and would be accountable and responsible for other employees' workplace output and understands the employer's entire operation.

Schedule B—Wages

1	2	3
Hourly Pay Rates		
Level & Paypoint	From first full pay period on or after 1-Jul-20 + 1.75%	From first full pay period on or after 1-Jul-21 + 2%
1.1	\$22.65	\$23.10
1.2	\$23.38	\$23.85
1.3	\$23.69	\$24.16
1.4	\$23.95	\$24.43
2.1	\$24.17	\$24.65
2.2	\$24.43	\$24.92
2.3	\$24.51	\$25.00
2.4	\$25.09	\$25.59
3.1	\$25.66	\$26.17
3.2	\$26.26	\$26.79
3.3	\$26.46	\$26.98
4.1	\$26.66	\$27.19
4.2	\$27.01	\$27.55
4.3	\$27.12	\$27.66
5.1	\$27.23	\$27.77
5.2	\$27.51	\$28.06

Schedule C—Salary Packaging Terms and Conditions

Purpose

Purpose

The purpose is to provide a fringe benefit through salary packaging to employees of the employer which is a Public Benevolent Institution (PBI) and as such is exempt from Fringe Benefit Tax (FBT). Under current legislation this exemption is limited to a grossed up amount of \$30,000.00 per employee per annum per FBT year (1 April to 31 March). This amount is referred to as the FBT Ceiling and may be altered by legislation from time to time.

Definitions

FBT is tax payable by employers on the value of certain fringe benefits provided to employees by the employer. A benefit received by an employee is an exempt benefit if the employee is employed by such a Public Benevolent Institution and the benefit is provided in respect of that employment. A benefit includes any right, privilege, service or facility.

Responsibilities

The employer may offer to provide and the employee may agree in writing, to accept a salary package either with the employer or a Salary Packaging Services provider engaged by the employer. There is no obligation on any employee to accept an offer once received nor is there any obligation on the employer to offer to provide salary packaging in future years. The offer of salary packaging is on the basis that the employee accepts that changes to the FBT Ceiling and/or PBI status will result in changes to the package without a consequential change to the gross package (annual rate) thus leading to either a reduction in the level of benefits or cash payment.

Procedure

- 1.** The maximum allowed to be taken in benefits will be up to the FBT Ceiling.
- 2.** The total benefits will be assessed and identified in each employee's salary packaging Agreement which will be entered into with the employer or the Salary Packaging Services provider. The details of salary packaging for each employee is to be set out in the salary packaging Agreement.
- 3.** At the introduction of salary packaging arrangements, the final salary package payable by the employer, including details of the level and type of salary packaging to be paid, must be approved and documented by the employer or the Salary Packaging Services provider. The employer or the Salary Packaging Services provider should also ensure that the salary packaging arrangement complies with the Taxation ruling on fringe benefits and complies with auditing requirements.
- 4.** The salary packaging items that may be paid directly by the employer to a Salary Packaging Services provider (to the benefit of the employees) must be selected from

"items available for salary packaging". This list will be supplied by the Salary Packaging Services provider to employees when offered salary packaging. These items may be varied from time to time and an update list will be made available when required by the Salary Packaging Services provider.

5. If the employer has engaged a Salary Packaging Services provider the agreed salary packaging benefits will be paid directly by the employer to the Salary Packaging Services provider, and not via the employee.
6. The employer is the responsible party for the payment of any FBT liability unless there is a separate agreement in place for the employee to pay FBT liability. Therefore, if a salary packaging arrangement is set up which falls outside of the Fringe Benefits Tax Assessment Act and associated taxation ruling, in the absence of an agreement with the employee, the employer will be liable for the payment of FBT and any penalties. However if the ATO deems a salary packaging arrangement to be tax evasion by the employee, the employee will be liable for the payment of extra tax and penalties.
7. Adequate notice of due payment (ten working days) must be provided to ensure orderly payment. No liability will be accepted for any late payment.
8. The employer does not provide any tax advice in relation to salary packaging nor does it accept any responsibility or provide advice for issues which may arise between the employee and the ATO in relation to the a salary packaging arrangement.
9. If a Salary Packaging Services provider is engaged by the employer, the employer does not accept any responsibility nor does it provide any advice for issues which may arise between the employee and the Salary Packaging Services provider.

Schedule D—Paid Pandemic Leave

D.1 Subject to clause D.2.4, Schedule E operates from the approval of the Agreement until 29 March 2021 unless the corresponding schedule in the Aged Care Award 2010 extends the operation date.

D.2 Paid pandemic leave

D.2.1 Subject to clauses D.2.2 to D.2.9, an employee is entitled to take up to 2 weeks' paid pandemic leave on each occasion the employee is prevented from working (including working from home):

- (a) because the employee is required by government or medical authorities to self isolate or quarantine;
- (b) because the employee is required by their employer to self isolate or quarantine;
- (c) because the employee is required on the advice of a medical practitioner to self isolate or quarantine because they are displaying symptoms of COVID-19 or are suspected to have come into contact with a person suspected of having contracted COVID-19;
- (d) because the employee is in isolation or quarantine while waiting for the results of a COVID-19 test; or
- (e) because of measures taken by government or medical authorities in response to the COVID-19 pandemic.

D.2.2 Except where clause D.2.1(b) applies, the employee must give their employer notice of the taking of leave under clause D.2.1 and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).

D.2.3 Where an employee is required on the advice of a medical practitioner to self isolate pursuant to clause D.2.1(c), an employee who has given their employer notice of taking leave under clause D.2.1 must, if required by the employer, produce a medical certificate.

D.2.4 Except where D.2.1(b) or D.2.3 apply, an employee who has given their employer notice of taking leave under clause D.2.1 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause D.2.1.

D.2.5 A period of leave under clause D.2.1 must start before 29 October 2020, but may end after that date.

D.2.6 An employee cannot take paid pandemic leave under clause D.2.1 if the employee could instead take paid personal/carer's leave.

NOTE: Personal/carer's leave is provided for in the NES. Section 97 of the Act sets out the circumstances in which an employee may take personal/carer's leave. An

employee who is prevented from working for one of the reasons set out in D.2.1 may not be entitled to take personal/carer's leave if they are not unfit for work because of a personal illness or injury.

- D.2.7 An employee cannot take paid pandemic leave under clause D.2.1 if the employee becomes entitled to workers compensation benefits as a result of contracting COVID19.
- D.2.8 An employee will not be entitled to paid pandemic leave unless the employee
- (a) has undertaken a COVID-19 test in connection with the applicable circumstance in clause D.2.1; or
 - (b) undertakes a COVID-19 test at the earliest opportunity.
- D.2.9 A casual employee is not entitled to leave under clause D.2.1 unless engaged on a regular and systematic basis over a period of at least 6 months prior to any application.
- D.2.10 Leave taken under clause D.2.1 does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this award and the NES.
- D.2.11 For a full-time employee, leave taken under clause D.2.1 shall be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period of the leave.
- D.2.12 For a part-time employee, pay for leave taken under clause D.2.1 will be the greater of:
- (a) their agreed ordinary hours of work under clause 10.3; or
 - (b) the average of their weekly ordinary hours of work for the previous 6 weeks;
- D.2.13 For a casual employee, pay for leave taken under clause D.2.1 shall be calculated on the average weekly pay received by the employee in the previous 6 weeks.

Schedule E—Translation to new classification structure

1. Classification Level

- 1.1 The employer shall ensure that all existing and new employees are assessed and assigned the appropriate classification level in accordance with classification criteria specified in Schedule A.
- 1.2 The initial assignment shall be completed within three months from the date of the FWC approval of the Agreement with a retrospective date of operation being the first full pay period after that approval date.
- 1.3 For all existing employees being transferred to the new classification structure the applicable date for annual increments in accordance with clause 14.3 and Schedule B shall be from the first full pay period on or after 1 July 2021. For new employees employed after the date of lodgement, such annual increments will occur in accordance with clause 14.3.

2. Rates of Pay


- 2.1 The actual rate of pay to be assigned initially to employees who commence their employment prior to the date of the making of the Agreement within the appropriate classification level shall be determined having regard to the relevant rates of pay contained in clause 14.2 and Schedule B and application of provisions hereunder.
- 2.2 Where an employee's existing salary is less than the rate applicable to the correctly assessed and determined level the employee shall be assigned the correct level of the classification rate of pay.
- 2.3 Where an employee's existing salary falls within the salary range of the correctly assessed and determined classification in accordance with clause 13 and Schedule A, the employee shall be placed on a wage point within the range which is not less than the existing salary.
- 2.4 Where an employee's existing salary is in excess of the maximum level in the salary range of the correctly assessed and determined classification the employee shall retain that wage with the difference between the classification level under this Agreement and the current wage rate being maintained as an all-purpose rate, but shall be absorbed as a result of future wage increases. Where an employee is in receipt of an existing salary that is in excess of the rate of pay provided for the correct classification level, that employee shall not suffer a reduction of salary.
- 2.5 All new employees shall be paid at the same wage rate as existing employees or if the existing wage rate is in excess of the new wage rate then the employee shall be paid the Agreement rate of pay.

3. Dispute Process for Translation Exercise

Disputes in relation to the translation process shall be resolved in accordance with clause 9.

Signed for and on behalf of
Bethany Christian Care
ABN 28 041 667 312

ROHAN REID
Name


Signature

CHIEF EXECUTIVE OFFICER
Position

333 UNDERWOOD RD
EIGHT MILE PLAINS QLD
Address


Witness Signature

MICHAEL HARDING
Witness Name

3/12/20
Date

Signed for and on behalf of
Support Staff of Bethany Christian Care
as bargaining representative

Philip J MUDIE
Name

P Mudie
Signature

Administration
Position Officer

11 Audell St
Manly West 4179
Address


Len Galweh
Witness Signature

SHARON M'GOLDRICK
Witness Name

1st December 2020
Date

Signed for and on behalf of
Australian Worker's Union, Queensland
as bargaining representative


Stephen Baker
Name


Signature

Branch Secretary
Position

Level 13 /333 Adelaide Street, Brisbane

Address


Witness Signature

Mark Raguse
Witness Name

9 December 2020
Date

IN THE FAIR WORK COMMISSION**FWC Matter No.:**

AG2020/3864 – Bethany Christian Care Support Staff Enterprise Agreement 2020

Applicant:

Armest Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertakings-Section 190

I, Michael Harding, People Manager of Bethany Christian Care give the following undertakings with respect to the Bethany Christian Care Support Staff Enterprise Agreement 2020 ("the Agreement"):

I have the authority given to me by Bethany Christian Care to provide these undertakings in relation to the application before the Fair Work Commission.

- That the following wording (underlined) is considered to be included in sentence 3 of Agreement clause 11.2 "*If an employee who is at least 18 years old fails to give the required notice....*"
- That full time employees will have a minimum payment of 4 hours for each engagement in respect of ordinary hours of work which will be a maximum of 8 hours on a day shift or 10 hours on a night shift.
- That the following wording (underlined) is considered to be included in Agreement clause 10.3(a)(iv):
"*A part-time employee will be engaged in writing to work rostered regular hours with a minimum average engagement of 20 hours per fortnight. Such published roster will show the starting and ceasing times and the days upon which an employee is engaged to work as well as the number of hours to be worked each week or as otherwise arranged by mutual agreement in writing between the employer and the employees, to suit the exigencies of the establishment.*"



Michael Harding
15 January 2021

HEAD OFFICE

333 Underwood Road
Eight Mile Plains QLD 4113
ABN 28 041 667 312

☎ 07 3737 5080
✉ bethany@bethanycc.org.au

bethanycc.org.au

-
- I have read, understood and agree with the undertakings provided by the Employer, as above.
-

Phillip Mudie
(Employee Bargaining Representative)

pmudie (Signature)

15 January 2021 (Date)

-
- I have read, understood and agree with the undertakings provided by the Employer, as above.
-

Maria Ahlrichs
(Employee Bargaining Representative)

Mahl (Signature)

15 January 2021 (Date)
