

**WHEATFIELDS INC**

**AGED CARE SECTOR EMPLOYEES,**

**UNITED VOICE**

**&**

**ANMF**

**ENTERPRISE AGREEMENT 2018**

**MASTER COPY**

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## 2 - APPLICATION AND OPERATION OF AGREEMENT

### 2.1 TITLE

This Enterprise Agreement shall be known as the Wheatfields Inc Aged Care Sector Employees, United Voice & ANMF Enterprise Agreement 2018.

### 2.2 PARTIES COVERED

This Agreement shall cover:

- The employer, Wheatfields Inc;
- All persons whose employment is, at any time when the Agreement is in operation, subject to the Agreement;
- United Voice, South Australian Branch; and
- Australian Nursing & Midwifery Federation (South Australian Branch).

### 2.3 DATE AND PERIOD OF OPERATION

**2.3.1** This agreement will operate from the date of approval of the agreement by Fair Work Commission and its nominal expiry date shall be **28 January 2021**.

**2.3.2** It is agreed that after the nominal expiry date of this Agreement its terms and conditions will continue to apply unless it is terminated or replaced in accordance with the Fair Work Act 2009.

**2.3.3** The parties to this Agreement agree that negotiations for a new Agreement should commence no later than three (3) months prior to the expiration of this Agreement. If Agreement is not reached on a renegotiation Agreement at the expiration of this Agreement, the Agreement will continue in force until superseded or rescinded.

### 2.4 DEFINITIONS

**2.4.1** The “**Act**” will mean the *Fair Work Act 2009*.

**2.4.2** “**FWC**” will mean Fair Work Commission.

**2.4.3** “**Regulations**” mean Fair Work Regulations as permitted under the *Fair Work Act 2009*.

**2.4.4** “**Agreement**” will mean the Wheatfields Inc Aged Care Sector Employees, United Voice & ANMF Enterprise Agreement 2018.

**2.4.5** “**Mutual Agreement**” will mean agreement between the employer and an employee as allowed for in this agreement.

**2.4.6** “**Facility**” will mean Wheatfields Inc.

**2.4.7** “**Employees**” will mean all Employees engaged as administration/clerks, carers, and ancillary staff including maintenance and grounds staff. This Agreement does not cover the positions of Director of Nursing (as manager of the facility), and the Administration Manager.

**2.4.8** “**Employer**” will mean Wheatfields Inc.

**2.4.9** “**Union**” will mean United Voice, South Australian Branch (UV) and/or Australian Nursing & Midwifery Federation (SA Branch) (ANMF) pursuant to the Act.

**2.4.10** “**Award**” means the Award that would otherwise cover the Employer and Employees but for this Agreement, which is the Aged Care Award 2010.

### 2.5 OBJECTIVES

**2.5.1** The Agreement aims at continually improving communication, consultation in relation to major change and cooperation at the workplace level between management and staff. The Agreement recognises the important contribution of staff members to ensuring Wheatfields Inc future.



- 2.5.2** The Agreement will enable the parties to develop and implement strategies that are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of service, to further improve productivity and enhance job satisfaction, security and remuneration in a stable employee relations environment.

**2.6 NATIONAL EMPLOYMENT STANDARDS (NES)**

Notwithstanding the terms of this Agreement the NES will apply, as amended from time to time, as required by the Fair Work Act 2009, but only to the extent that a provision under the NES, so amended, becomes more beneficial than that provided for in this Agreement.

**2.7 RELATIONSHIP TO FEDERAL LAW AND RELEVANT AWARD(S)**

**2.7.1** No term of this Agreement shall operate where it is unlawful because it contains a discriminatory or other objectionable term including a term which removes any obligation to provide a minimum entitlement imposed by federal law. A term of this agreement shall be modified or excluded to the extent that it is unlawful and in particular where it removes or provides a lesser benefit to any minimum entitlement which Wheatfields Inc must provide as required by Fair Work Commission.

**2.7.2** Where this Agreement states or varies an Award provision, the provision(s) of the Agreement will be applied. Except for these Award provisions, the Award has no effect during the operation of this Agreement.

**2.8 EXHIBITION OF AGREEMENT**

Wheatfields Inc who is bound to this Agreement must display a copy of it in a conspicuous place accessible to all employees.

### 3 - CONSULTATION AND DISPUTE PROCEDURES

#### 3.1 CONSULTATION AND COMMUNICATION

The parties commit to continuing dialogue over the operation of the Agreement and industrial issues in the workplace.

#### 3.2 INTRODUCTION OF CHANGE

3.2.1 This Clause applies if:

- (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise, that is likely to have a significant effect on employees of the enterprise, or
- (b) The employer proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### 3.2.2 Major Change

For a Major Change Referred to in 3.2.1 (a):

- (a) The employer must notify the relevant employees and the Union/s of the decision to introduce the major change; and
- (b) Subclauses 3.2.3 to 3.2.9 apply.

3.2.3 The relevant employees may appoint a representative, which may be the Union/s, for the purposes of the procedures in this term.

3.2.4 If:

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

3.2.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees and the Union/s:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion – provide, in writing, to the relevant employees and the Union:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.

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

3.2.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

3.2.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clauses 3.2.2, 3.2.3 and 3.2.5 are taken not to apply.

**3.2.9** In this term, a major change is *likely to have a significant effect on employees* if it results in:

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

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

For a change referred to in clause 3.2.1(b):

- (a) the employer must notify the relevant employees and the Union/s of the proposed change; and
- (b) clauses 3.2.11 to 3.2.15 apply.

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

**3.2.12** If:

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

**3.2.13** As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees and the Union/s the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees and the Union:
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
  - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

**3.2.14** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees or the union.

**3.2.15** The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees or the union.

**3.2.16** In this term, *relevant employees* will mean the employees who may be affected by a change referred to in sub-clause 3.2.1.

**3.3 DISPUTE SETTLEMENT/RESOLUTION PROCEDURE**

**3.3.1** If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;
- (c) any other matter.

this clause sets out procedures to settle the dispute.

- 3.3.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 3.3.3 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.
- 3.3.4 If the discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
- 3.3.5 FWC may deal with the dispute in 2 stages:
- (a) FWC 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 FWC is unable to resolve the dispute at the first stage, FWC may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.
- Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*
- A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
- 3.3.6 While the parties are trying to resolve the dispute using the procedures in this clause:
- (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.
- 3.3.7 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

## 3.4 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 3.4.1 The 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.
- 3.4.2 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.

**3.4.3** 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.

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

**3.4.5** 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.

**3.5 RECOGNITION OF WORKSITE REPRESENTATIVES**

**3.5.1** An employee elected as a Union Worksite Representative will, upon notification to the employer, be recognised as an accredited representative of the Union. An accredited Worksite Representative is allowed reasonable time during working hours to interview and/or meet with the employer or the employers' representative on industrial matters affecting employees whom they represent.

**3.5.2** Subject to the prior approval of the employer, a worksite representative shall be allowed at a place designated by the employer a reasonable period of time during working hours to interview a duly accredited official from the Union.

**3.6 EMPLOYEE REPRESENTATION**

**3.6.1** Each employee shall be accorded by the employer with a right to the representation of their choice in connection with performance and disciplinary procedures, resolution of workplace disputes and grievances and under the dispute settlement procedure referred to in clause 3.3.

**3.6.2** The employer will make provision for accredited worksite representatives to devote reasonable working time to:

- (a) involvement in the representation at the workplace level of relevant employees in respect of performance and disciplinary procedures, workplace disputes and grievances; and
- (b) participation in external dispute settlement procedures on behalf of relevant employees.

**3.6.3** For the purpose of this clause "relevant employees" will mean those employees who have chosen the Union or an accredited worksite representative to represent them.

**3.7 TRADE UNION TRAINING LEAVE**

**3.7.1** One (1) employee from each Union (UV or ANMF), who is a member of the Union, and is elected as a Worksite Representative, shall be allowed five (5) full days per year to attend Trade Union Training, ie a total of 10 days training between Workplace Representatives. Fourteen days notice must be given to the employer.

**3.7.2** All applications for leave must be made in writing detailing:

- the name of the employee seeking leave
- period of time for which leave is sought

- title and description
- the place or places where the said course will be held.

**3.7.3** Leave of Absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.

**3.7.4** Any days or hours taken for such training will be paid at the employee's ordinary rate of pay.

**3.7.5** All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.

**3.7.6** An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.

### **3.8 MEETING OF EMPLOYEES**

**3.8.1** Subject to terms and conditions set out here under the Employer shall allow to its employees time off with pay for the purpose of attending general meetings of the Union in relation to matters requiring discussion of changes of significance pertaining specifically to Wheatfields Inc or the Aged Care Sector, provided that:

- (a) One week's notice of the Union intention to convene any meeting shall be given to the Employer either in writing or by verbal notice to be followed by such intention in writing prior to convening the meeting.
- (b) Not more than three such meetings shall be held in any calendar year commencing on 1 January in any year, and will be limited to one hour's duration per meeting.

**3.8.2** A meeting room or other venue to be provided, subject to it not being required for other and normal purposes of the Employer on the proposed date of the meeting.



## 4 - TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

### 4.1 TYPES OF EMPLOYMENT

#### Employment categories

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.

### 4.2 FULL-TIME EMPLOYMENT

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week and has an agreed, regular roster reflecting those hours.

### 4.3 PART-TIME EMPLOYMENT

4.3.1 A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.

4.3.2 Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the guaranteed minimum number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.

4.3.3 The hours of work may be varied on a permanent basis by agreement between the employer and employee and recorded in writing. Variations of a temporary or once-off nature are provided for in sub clause 6.1.3 of this Agreement.

4.3.4 All wage related entitlements such as annual leave, personal/carers leave, redundancy, etc. will be based on the part time employee's actual hours worked over the previous 12 months, or from commencement of employment for those employees that have worked less than twelve (12) months.

#### 4.3.5 Annual review of part time hours

- a) Where a part time Employee is regularly working more than their guaranteed minimum number of hours over at least a continuous 26 week period, the Employee may apply to have their hours reviewed.
- b) If a review establishes a consistent pattern of greater hours than the Employee's guaranteed hours being worked, the Employee can apply in writing to the Employer for those additional hours to become part of their guaranteed minimum number of hours.
- c) Any request will not be unreasonably refused by the Employer.
- d) The hours worked in the following circumstances will not be incorporated in any adjustment of an Employee's hours of work:
  - (i) If the increase in hours is as a direct result of another employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, extended leave without pay, workers' compensation; or
  - (ii) If the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.

### 4.4 CASUAL EMPLOYMENT

4.4.1 A Casual employee will be paid an hourly rate equal to 1/38<sup>th</sup> of the weekly rate appropriate to the employee's classification plus a casual loading of 25%.

- 4.4.2 A casual employee will be paid a minimum of two hours pay for each engagement.
- 4.4.2 A Casual employee who is engaged on regular and systematic basis, such that their employment meets the definition of a part-time employee in clause 4.3.1, will be offered permanent part-time employment.
- 4.4.3 The Employer and Employee may mutually agree that the Employee remains classified as a casual employee. An employee who voluntarily elects to remain a casual employee in such circumstances will be considered a casual employee and as such may not be offered shifts unless required to cover absences. These conditions will be provided to the employee in writing.
- 4.4.4 In providing this offer of continued casual or permanent part-time employment, the employer will outline the entitlements that would apply if the employee was a part-time employee, which will include the rate of pay that would apply, paid leave entitlements, notice and redundancy entitlements, and will also outline the entitlements that will apply if the employee elects to remain a casual employee, which will include the rate of pay (including casual loading) and unpaid leave entitlement.

## 4.5 TERMINATION OF EMPLOYMENT

### 4.5.1 Notice specifying day of termination

- (a) An employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given): The notice may be given to an employee by:
  - (i) delivering it personally; or
  - (ii) leaving it at the employee's last known address; or
  - (iii) sending it by pre-paid post to the employee's last known address.

### 4.5.2 Minimum notice period required – employer

- | (a) 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 4.5.1(a), employees over 45 years of age at the time of the giving of notice with not less than two years continuous service are entitled to additional notice of one week.
  - (c) The period of notice in this clause does not apply in the case of:
    - (i) dismissal for conduct that at common law justifies instant dismissal;
    - (ii) casual employees;
    - (iii) employees engaged for a specific period of time for a specific task or tasks;
    - (iv) an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;

### 4.5.3 Payment in lieu

- (a) Payment at the ordinary rate of pay in lieu of the notice prescribed in 4.5.1(a) and/or 4.5.1(b) must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.
- (b) In calculating any payment in lieu of notice the employer must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

- (c) If an employer makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with the employer for the purposes of computing any service related entitlement of the employee.

**4.5.4** Employment will be terminated in accordance with the notice provisions of clauses 4.5 – Termination of employment and where applicable 4.6 – Redundancy (severance). Notice may be given at any time provided that the termination of employment takes effect at the end of a day's work or by the payment or forfeiture (as the case may be), of the salaries appropriate to the said notice period. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal.

**4.5.5** An employee who is justifiably or summarily dismissed for any reason is entitled to payment for work in that fortnight only for the time actually worked.

**4.5.6 Notice of termination by an employee**

- (a) The notice of termination required to be given by an employee is two weeks, unless otherwise stated in a Contract of Employment.
- (b) 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 or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

**4.6 REDUNDANCY**

**4.6.1 Entitlement to redundancy**

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.

**4.6.2 Redundancy pay**

- (a) In addition to the period of notice prescribed for termination in clause 4.5 - Termination of employment, an employee whose employment is terminated by reason of redundancy is entitled to the following amounts of redundancy pay in respect of a continuous period of service:

<b>Length of Continuous Service</b>	<b>Redundancy pay</b>
At least 1 year but less than 2 years	4 weeks pay
At least 2 years but less than 3 years	6 weeks pay
At least 3 years but less than 4 years	7 weeks pay
At least 4 years and less than 5 years	8 weeks pay
At least 5 years and less than 6 years	10 weeks pay
At least 6 years and less than 7 years	11 weeks pay
At least 7 years and less than 8 years	13 weeks pay
At least 8 years and less than 9 years	14 weeks pay
At least 9 years and over	16 weeks pay

**4.6.3 Variation of redundancy pay for other employment or incapacity to pay**

- (a) This section applies if:
  - (i) an employee is entitled to be paid an amount of redundancy pay by the employer because of clause 4.6.2; and



- (ii) the employer:
  - obtains other acceptable employment for the employee; or
  - cannot pay the amount.
- (b) On application by the employer, FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that FWC considers appropriate.
- (c) The amount of redundancy pay to which the employee is entitled under clause 4.6.2 is the reduced amount specified in the determination.

#### **4.6.4 Exclusions**

- (a) This clause does not apply to employees with less than one year's continuous service. The general obligation of employers should be no more than to give such employees and their chosen representatives, which may be the Union, an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as must be reasonable to facilitate the obtaining by such employees of suitable alternative employment.
- (b) This clause does not apply where employment is terminated as a consequence of conduct that at common law justifies instant dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

#### **4.6.5 Period of notice of termination on redundancy**

- (a) If the services of an employee are to be terminated due to redundancy the employee must be given notice of termination as prescribed by clause 4.5 - Termination of employment.
- (b) Should the employer fail to give notice of termination as required, the employer must pay to that employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given.

#### **4.6.6 Time off during notice period**

- (a) During the period of notice of termination given by the employer, an employee is entitled to up to one day 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. If such proof is not produced the employee is not entitled to receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### **4.6.7 Written notice**

The employer must, as soon as practicable, but prior to the termination of the employee's employment, give to the employee a written notice containing, among other things, the following:

- (a) The date and time of the proposed termination of the employee's employment.
- (b) Details of the monetary entitlements of the employee upon the termination of the employee's employment including the manner and method by which those entitlements have been calculated.
- (c) Advice as to the entitlement of the employee to assistance from the employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment.
- (d) Advice as to the entitlements of the employee should the employee terminate employment during the period of notice.

#### **4.6.8 Transfer to lower paid duties**

Where an employee whose job has become redundant accepts an offer of alternative work by the employer the rate of pay for which is less than the rate of pay for the former position, the employee is entitled to the same period of notice of the date of commencement of work in the new position as if the employee's employment had been terminated.

The employer may pay in lieu thereof an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

#### 4.6.10 Transfer at same rate of pay

Where an employee is made redundant from their existing position but is redeployed to a comparable position of equal pay or where an employee has been transferred to a new employer with the same position, then the redundancy pay provisions under clause 4.6.2 will not apply.

#### 4.6.11 Employee leaving during notice

An employee whose employment is terminated due to redundancy may terminate employment during the period of notice. In this case the employee is entitled to the same benefits and payments under this clause as if remaining with the employer until the expiry of such notice. In such circumstances the employee is not entitled to payment in lieu of notice not worked.

#### 4.6.12 Transfer of business may affect redundancy payment

The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transferred from an employer (the old employer) to another employer (in this subclause called the new employer), in any of the following circumstances:

- (a) Where the employee accepts employment with the new employer which recognises the period of continuous service which the employee had with the old employer and any prior employer to be continuous service of the employee with the new employer; or
- (b) Where the employee rejects an offer of employment with the new employer:
  - (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transferor; and
  - (ii) that recognises the period of continuous service which the employee had with the old employer and any prior employer to be continuous service of the employee with the new employer.

#### 4.6.13 Alternative employment

An employer may make application to FWA to have the severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

## 4.7 CONTINUOUS SERVICE

### 4.7.1 Maintenance of continuous service

Except as otherwise indicated, service is deemed to be continuous despite:

- (a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement;
- (b) Absence of the employee from work for any cause by leave of the employer;
- (c) Absence from work on account of illness, disease or injury;
- (d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee;
- (e) Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Agreement the Act or the *Long Service Leave Act 1987*;
- (f) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute or was re-employed by the employer upon such settlement;
- (g) Interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated;

- (h) Any other absence from work for any reason other than those referred to in this clause unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or not later than fourteen days after the end of the period of absence.

**4.7.2 Calculation of period of service**

Where an employee's continuity of service is preserved under this clause, the period of absence from work is not to be taken into account in calculating the period of the employee's service with the employer except to the extent that the employee receives or is entitled to receive pay for the period.

**4.7.3 Service with two or more corporations**

Where an employee has been employed by two or more corporations that are associated corporations, or by two or more corporations that are related bodies corporate within the meaning of Section 50 of the *Corporations Act 2001*, the service of the employee with each such Corporation will be included in the calculation of the employee's continuous service for the purposes of determining the employee's entitlements pursuant to clauses 4.5 - Termination of employment, 4.6 - Redundancy (severance).

**4.7.4 Transfer of business**

Transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transferee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer. This is qualified on the basis that the transfer of employment is on the same terms and conditions.



## 5 - MINIMUM WAGES AND RELATED MATTERS

### 5.1 CLASSIFICATIONS

Classification definitions are set out in Schedule 2—Classification Definitions. Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

### 5.2 PROGRESSION THROUGH LEVELS

#### 5.2.1 Personal Care Workers

Progression through Levels up to and including Level 5 will be by annual movement for full-time Carers, or in the case of a part-time or casual employees who are employed as Carers, 1560 hours of experience, having regard to the acquisition and use of skills described in the definitions contained in clause Schedule 2—Classification Definitions and knowledge gained through experience in the practice settings over such a period.

5.2.2 All other employees will progress through Levels up to and including Level 3 in the same manner as described in clause 5.2.1. However, further progression in Levels will be by way of promotion only.

### 5.3 ALLOWANCES

Allowances provided for in this Agreement are the only allowances relevant to employees during the course of their employment with **Wheatfields Inc**. No other allowances will be provided by the employer during the life of this Agreement. Allowance rates are detailed in Schedule 3 – Allowances.

#### 5.3.1 Uniform & laundry allowance

- (a) Where an employee is required to wear a uniform, the employee shall be paid an allowance as set out in Schedule 3.
- (b) Where the employer provides such uniform to an employee, at no cost to the employee, the payment prescribed in 5.3.1(a) will not apply.
- (c) Where a uniform is provided by the employer, but not laundered by the employer, a Laundry Allowance as per Schedule 3 will apply.

#### 5.3.2 Travelling Allowance and Expenses

- (a) Where an employee is required and authorised by their employer to use their motor vehicle in the course of their duties, the employee is entitled to be reimbursed at the rate prescribed per kilometre. Refer to Schedule 3 for prescribed rate.
- (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 that the employee will not be entitled to reimbursement for expenses referred to in clause 5.3.2(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.
- (d) An employee required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to the employer by the employee.

#### 5.3.4 Meal allowance - Overtime

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance prescribed in addition to any overtime payment as follows:
  - (i) when required to work more than one hour after the usual finishing hour of work or, in the case of shift workers, when the overtime work on any shift exceeds one hour; and
  - (ii) provided that where such overtime work exceeds four hours a further meal allowance as prescribed will be paid.

- (b) Clause 5.3.4(a) will not apply when an employee could reasonably return home for a meal within the meal break.

**5.3.5 Medication Allowance**

- (a) A medication allowance, as per Schedule 3, will be paid to Aged Care employees who are undertaking a course of study in Nursing, and will be under the supervision of a Registered or Enrolled Nurse.
- (b) This allowance will only be paid for the hours, or part thereof, that are worked for the purpose of dispensing medications and/or completing other administrative tasks associated with this duty.

**5.3.6 Adjusted annually**

All allowances in this Agreement will be adjusted on an annual basis in line with % increases flowing from this agreement as per Schedule 1.

**5.3 PAYMENT OF WAGES**

- 5.3.1 Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- 5.3.2 Employees will be paid by electronic funds transfer into the bank or financial institution account nominated by the employee.
- 5.3.3 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 in the pay run immediately following the last day of employment.

**5.4 WAGE INCREASES**

- 5.4.1 The Wage increases and the timing of each increase are detailed in Schedule 1 – Wage Rates.
- 5.4.2 Wage increases provided by this Agreement will be payable in line with the dates provided in Schedule 1 - Wages.
- 5.5.3 No further wage increases will be sought before the date prescribed in clause 2.3.
- 5.5.4 The minimum wage rates paid under this Agreement for Employees are those set out in Schedule 1 of this Agreement. Schedule 2 sets out the classification definitions to be applied to the wage rates set out in Schedule 1.
- 5.5.5 There will be no wages paid below the minimum wage amounts as determined by any relevant modern award.

**5.5 SUPERANNUATION**

Occupational Superannuation contributions will be paid by Wheatfields Inc on behalf of the employee, into HESTA (Health Employees Superannuation Trust Australia) Superannuation plan or an approved fund of the employee's choice.

**5.7 SALARY SACRIFICE ARRANGEMENTS**

- 5.7.1 Salary Sacrificing under this Agreement allows the employee to voluntarily elect to receive a component, which figure when grossed up does not exceed the amount as prescribed by the Australian Tax Office (ATO) from time to time, in a form other than take home pay.
- 5.7.2 Where an employee enters into a salary sacrifice arrangement with Wheatfields Inc the employee will indemnify Wheatfields Inc against any taxation liability arising from that arrangement.
- 5.7.3 The employees will be offered the opportunity to choose from the list of benefits at 5.7.6 of this Clause, which will be paid by the employer instead of receiving gross salary. Gross salary is reduced by the amount of the benefits paid by Wheatfields Inc. The new gross salary is then subject to PAYG tax.
- 5.7.4 All existing entitlements such as superannuation, leave loading, penalties and overtime etc., will be based on the pre-packaged salary.

- 5.7.5** The employees covered under this Agreement will have access to salary sacrifice arrangements subject to the following provisions:
- (a) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual employee.
  - (b) The employee wishing to enter into a salary sacrifice arrangement will be required to sign a document which indicates that:
    - they have sought expert advice in relation to entering into such an arrangement and;
    - they understand that in the event that Fringe Benefits Tax (FBT) becomes payable on the benefit items which are selected, the salary sacrifice arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary sacrificing to Wheatfields Inc does not increase.
    - If the employee elects to continue with sacrificing, the cost of the payment of the FBT will be passed back to the employee, or benefit items can be converted back to the agreed salary as per this Agreement.
    - that upon resignation or termination of employment the Wheatfields Inc shall be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.
- 5.7.6** Benefits available to be packaged are as defined in this Clause. Subject to the terms and conditions contained in this Enterprise Agreement, Wheatfields Inc shall pay to an employee who requests this option during the duration of this Agreement an optional remuneration package equivalent to the weekly ordinary time wages otherwise payable consisting of:
- (a) a cash component within the limits (as described in paragraph 1) of the employee's ordinary time wages under this Agreement (paid monthly one fortnight in arrears) and;
  - (b) a benefit component of not more than the allowable amount of the employee's ordinary time wages under this Agreement payable for the following as defined by the policy and procedures of Wheatfields Inc. These include:-
    - superannuation;
    - motor vehicle payments and running costs;
    - mortgage and personal loan repayments;
    - health, life and disability insurance;
    - utility expenses (eg. Electricity, gas, water, rates, etc.)
    - school fees;
    - child minding expenses;
    - subscriptions and memberships;
    - car parking; and
    - credit card expenses (other than cash advances).
- 5.7.7** Any agreement made pursuant to this Clause is terminable by either party providing at least 14 days notice of withdrawal from such agreement.
- 5.7.8** The cost of the administration of the salary packaging arrangement is to be borne by the employee and deducted from the employee's account each fortnight. These fees are fixed for a period of three (3) years under contract with the administrative provider.
- 5.7.9** These arrangements are subject to the current legislation affecting salary packaging for Public Benevolent Institutions (PBI's) and may be negotiated accordingly.

## 5.8 HIGHER DUTIES RATE OF PAY

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.

## 6 - HOURS OF WORK AND RELATED MATTERS

### 6.1 ORDINARY HOURS OF WORK

6.1.1 The maximum ordinary hours of work for a full-time employee will be an average of 38 hours per week or 76 hours per fortnight.

6.1.2 The standard shift length or hours of work per day will be eight hours exclusive of meal breaks. However, upon mutual agreement, rostered standard shifts may extend to 10 hours per day.

6.1.3 The hours of work on any day will be continuous except for meal breaks.

#### 6.1.4 Swapping or changing ordinary hours

(a) With the approval of the employer, employees may swap or change their ordinary rostered hours with another employee to another day as may suit the employee for that instance, or pick up an additional shift, as may be available from time to time.

(b) Where the swapping or changing of hours adds to a part-time employee's ordinary hours of work, any additional hours worked will be paid as ordinary time.

(c) At no time shall an employee's rostered hours, plus any additional hours worked in accordance with 6.1.4(a) average more than 38 hours worked in any one week or 76 hours worked in any one fortnight.

(d) Notwithstanding sub clauses 6.1.4(b) and (c), where a part-time employee's hours worked per day exceed the ordinary hours for a full-time employee, those excessive hours will be paid at the appropriate overtime rate.

(e) Any changes effected under clause 6.1.4 will be recorded on the employee's time sheet.

#### 6.1.5 Rostered days off

Employees (other than a casual employee) may 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.

#### 6.1.6 Minimum engagement

(a) A full-time employee will be engaged for a minimum of four hours for a work shift.

(b) Part-time and Casual employees will be engaged for a minimum of two (2) hours for a work shift.

### 6.2 SPAN OF HOURS

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

6.2.2 A shift worker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in clause 6.2.1.

### 6.3 REST BREAKS BETWEEN ROSTERED WORK

An employee will be allowed a rest break of 10 hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift. By mutual agreement, the 10 hour rest break may be reduced to eight hours.

### 6.4 PROGRAMMED DAYS OFF

Programmed days off will not be provided for under this Agreement.

### 6.5 ROSTERING

6.5.1 Employees (other than casuals) will work in accordance with a weekly or fortnightly roster fixed by the employer.



- 6.5.2 The roster will set out employees' agreed daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to employees at least seven days before the commencement of the roster period.
- 6.5.3 Unless the employer otherwise agrees, an employee desiring a roster change will give seven days notice except where the employee is ill or in an emergency.
- 6.5.4 A roster may be altered at any time to enable the functions of the facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.

## **6.6 SATURDAY AND SUNDAY WORK**

- 6.6.1 Where an employee, is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.
- 6.6.2 Where an employee, is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.

## **6.7 BREAKS**

### **6.7.1 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.
- (b) Where an employee is interrupted during a meal break, or is unable to take a meal break at the designated time, the employee will be paid overtime for all time worked until the meal break is completed or taken.
- (c) Employees undertaking night shifts, and required to remain on the premises during an unpaid meal break, will receive an allowance as prescribed in Schedule 3.

### **6.7.2 Tea breaks**

- (a) Two separate 10 minute breaks will be allowed to each employee on duty during each ordinary shift of 7.6 hours or more.
- (b) Where less than 7.6 ordinary hours are worked, employees will be allowed one 10 minute break in each four hour period.
- (c) Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 20 minute tea break.
- (d) Tea breaks will count as time worked.

## **6.8 OVERTIME**

### **6.8.1 Overtime penalty rates**

- (a) Hours worked in excess of the ordinary hours on any day or shift are to be paid as follows:
  - (i) Monday to Friday (inclusive)—time and a half for the first two hours and double time thereafter;
  - (ii) Saturday and Sunday—double time;
  - (iii) Public holidays—double time and a half.
- (b) Overtime rates under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 6.9—Shiftwork.
- (c) **Part-time employees**  
Except for hours worked under the provisions of clause 6.1.4, time worked outside ordinary contracted hours will be paid at the rates prescribed in sub clause 6.8.1(a).



**6.8.2 Time off instead of payment for overtime**

- (a) By agreement between the employer and employee, an employee may take time off instead of receiving payment for overtime at a mutually agreed time.
- (b) The employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.
- (c) TOIL accrued but not taken must be paid out at overtime rates upon termination of employment by the employer or employee, and when not taken as time off within six months of being accrued.

**6.8.3 Rest period after overtime**

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

**6.8.4 Rest break during overtime**

An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

**6.8.5 Recalled to work overtime**

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

**6.9 SHIFTWORK**

**6.9.1 Shift penalties**

- (a) Where an employee works a rostered Afternoon shift, the employee will be paid a loading of 12.5% of the ordinary hourly rate.
- (b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 15% of their ordinary rate of pay.
- (c) The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.
- (d) For the purposes of this clause:
  - (i) **Afternoon shift** means any shift commencing at 10.00 am or before 4.00 pm on the same day; and
  - (ii) **Night shift** means any shift commencing at 4.00 pm or before 6.00 am on the following day.
- (e) The shift penalties prescribed in this clause will not apply to shift work performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause 6.6—Saturday and Sunday work and clause 7.2—Public holidays applies.

- 6.9.2** An employee entitled to a shift allowance under clause 6.9.1, will be paid the shift allowance for the entire shift.

6.9.3 For the purposes of this clause, "ordinary hourly rate" means the appropriate weekly rate divided by 38.

## 6.10 BROKEN SHIFTS

- (a) **Broken Shift** for the purposes of this clause means a shift worked by an employee that includes breaks (other than a meal break totaling not more than four hours and where the span of hours is not more than 12 hours).
- (b) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances, with shift allowances being determined by the commencing and finishing times of all parts of the broken shift.
- (c) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (d) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

## 6.11 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

### 6.11.1 Request a change in working arrangements

An employee may request a change in his/her working arrangements if:

- (a) Any of the circumstances referred to in subsection (1a) below apply to an employee; and
- (b) the employee would like to change his or her working arrangements because of those circumstances;

then the employee requests the employer for a change in working arrangements relating to those circumstances.

*Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.*

(1a) The following are the circumstances:

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

(1b) To avoid doubt, and without limiting 6.11.1 an employee who;

- (a) Is a parent, or has responsibility for the care, of a child; and
- (b) Is returning to work after taking leave in relation to the birth or adoption of the child;

may request to work part-time to assist the employee to care for the child.

### 6.11.2 Entitlement to request:

- (a) An employee, other than a casual employee, is entitled to make a request only after he/she has completed at least 12 months of continuous service with Wheatfields Inc prior to making the request; and
- (b) For a casual employee – the employee:
  - (i) Is a long term casual employee of Wheatfields Inc prior to making the request; and
  - (ii) Has a reasonable expectation of continuing employment with Wheatfields Inc on a regular and systematic basis.

**6.11.3 Formal Requirements**

The request must:

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

**6.11.4 Agreeing to the request**

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

**6.11.5** The employer may refuse the request only on reasonable business grounds.

- (a) Without limiting what are reasonable business grounds for the purpose of 6.11.4 reasonable business grounds include the following:
  - (a) that the new working arrangements requested by the employee would be too costly for the employer;
  - (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
  - (c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
  - (d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
  - (e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

**6.11.6** If Wheatfields Inc refuses the request, the written response under 6.11.4 will include details of the reasons for the refusal.

## 7 - LEAVE AND PUBLIC HOLIDAYS

### 7.1 ANNUAL LEAVE

#### 7.1.1 Entitlement to annual leave (other than a casual employee)

- (a) An employee who is a shift worker (as defined at 7.1.2) is entitled to five (5) weeks annual leave for each completed year of continuous service.
- (b) An employee who is not a shift worker (as defined at 7.1.2) shall be entitled to four (4) weeks annual leave for each year of service.

#### 7.1.2 Definition of a shift worker

For the purposes of the NES and clause 7.1.1(a), a shift worker is defined as:

- (a) an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of a day worker as defined in clauses 6.2.1 and 7.1.1(b); and/or
- (b) who works for more than four ordinary hours on 10 or more weekends in a 12-month period.

For the purposes of 7.1.2(b), a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

#### 7.1.3 Taking annual leave

- (a) Annual leave should be taken in the year accrued. Variations may only occur by mutual agreement between employer and employee.
- (b) Leave is for refreshment purposes, therefore, should be taken in blocks of at least of two weeks duration unless there is mutual agreement between employer and employee. Single days may be taken up to a maximum of five days per calendar year.
- d) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

#### 7.1.4 Payment for annual leave

- (a) Payment for annual leave will be made as per the usual pay cycle throughout the duration of the leave period, or may be paid in advance when requested by the employee. An employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.
- (b) Payment must not be made or accepted in lieu of taking annual leave, except in the case of termination of employment.

#### 7.1.5 Annual leave loading

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

#### 7.1.6 Payment of annual leave on termination

On the termination of their employment, an employee will be paid their untaken annual leave and pro rata leave. Leave loading will be calculated on the remaining entitlement and paid on termination.

#### 7.1.7 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) The employer must keep a copy of any agreement as an employee record.



- (c) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause (a), the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

**7.1.8 Excessive leave accruals: general provision**

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than eight weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by sub-clause 7.1.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

**7.1.9 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under sub-clause 7.1.8 but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than four weeks when any other paid annual leave arrangements are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than eight weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.

**7.1.10 Cashing out of annual leave**

- (a) An employee and employer may agree to cash out a specified period of annual leave. Such agreement must be in writing, stating the period of leave to be cashed out.
- (b) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (c) The employer must keep a copy of any agreement as an employee record.

**7.2 PUBLIC HOLIDAYS**

**7.2.1 Prescribed Public Holidays in this Agreement are as follows:**

New Year's Day;  
Australia Day;  
Good Friday;  
the day after Good Friday;  
Easter Monday;  
Anzac Day;  
Adelaide Cup Day;  
Queen's Birthday;  
Labour Day;

Christmas Day;

Proclamation Day,

and any other day which by proclamation or Act of Parliament may be declared a Public Holiday or any other day which may be substituted for any such day.

#### **7.2.2 Payment for work done on public holidays**

- (a) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at total rate of 250%.
- (b) Christmas Day (25 December) will be paid at a total rate of 250%, regardless of the day on which it falls, if worked. Any substitute day declared for Christmas Day will also be paid at a total rate of 250%, if worked.
- (c) Payment under this clause is instead of any additional penalty for shift or weekend work, or casual loading otherwise payable under this Agreement.

#### **7.2.3 Public holiday substitution**

An employer and the employees may, by agreement, substitute another day for a public holiday.

#### **7.2.4 Public holidays occurring on rostered days off**

All full-time and part-time employees who are rostered off on a public holiday they would ordinarily work, will be paid their ordinary pay for that day.

### **7.3 CEREMONIAL LEAVE**

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

### **7.4 PERSONAL LEAVE (sick leave and carer's leave)**

The provisions of clause 7.4.1 to 7.4.6 apply to full-time and part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 7.4.7.

#### **7.4.1 Definitions**

The term **immediate family** includes:

- (a) spouse (including a de facto spouse) of the employee. A de facto spouse means a person who lives with the employee as his or her husband or wife or same-sex partner on a bona fide domestic basis; and
- (b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee;
- (c) A person with whom the employee has established an enduring relationship and for whom the employee has become the person to deliver physical and/or emotional support i.e. the primary relationship of the employee.

#### **7.4.2 Entitlement to and accrual of paid personal leave**

- (a) Paid personal leave will be available to an employee, other than a casual employee, when they are absent:
  - (i) due to personal illness or injury; or
  - (ii) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires the employee's care due to an unexpected emergency.
- (b) For each year of service with his or her employer, an employee is entitled to 10 days of paid personal/carer's leave.



- c) 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.

#### 7.4.3 Payment of Personal leave

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

#### 7.4.4 Employee must give notice

- (a) The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer or their inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.
- (b) When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:
  - (i) Notice prior to the absence of the intention to take leave, where possible;
  - (ii) The name of the person requiring care and support and their relationship to the employee;
  - (iii) The reasons for taking such leave; and
  - (iv) The estimated length of absence.

#### 7.4.5 Evidence supporting claim

- (a) An employee is entitled to take up to three single days of personal leave (ie. Sick leave or carer's leave) in a calendar year without producing a medical certificate or other reasonable evidence. For clarity, any personal leave that exceeds one shift will require the employee to provide a medical certificate or other reasonable evidence.
- (b) Notwithstanding clause 7.4.5 (a) an Employee may be required (on a prospective basis from the date of being advised by the Employer) to produce a medical certificate for any absence taken for personal leave where the Employer has a reasonable basis for requesting that certificate (such as where the Employee is being counselled or disciplined for personal leave breaches).
- (c) When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate or Statutory Declaration, the illness of the person concerned and that such illness requires care by the employee.
- (d) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (e) Notwithstanding clause 7.4.5(a), evidence of illness or injury, in the form of a Medical Certificate or Statutory Declaration must be provided when the absence occurs immediately before or after a Public Holiday or the taking of Annual or Long Service Leave.

#### 7.4.6 Unpaid carer's leave

An employee, other than a casual, who has exhausted his/her entitlement to paid Personal Leave, is entitled to two 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.

#### 7.4.7 Carer's leave - casual employees

- (a) Employees may be absent from work:
- (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - (ii) upon the death of an immediate family or household member.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

### 7.5 COMPASSIONATE LEAVE

#### 7.5.1 Paid Compassionate leave entitlement

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

- contract or develops a personal illness that poses a serious threat to his or her life; or
- sustains a personal injury that poses a serious threat to his or her life; or
- dies.

Evidence that is reasonably required of the illness, injury or death must be given by the employee to the employer if so requested.

Compassionate leave is able to be taken as follows:

- a single unbroken period of 2 days; or
- 2 separate periods of 1 day each; or
- any separate periods to which the employee and his or her employer agree.

An employee is entitled to take compassionate leave at any time while the illness or injury persists.

The employee is entitled to payment for a period of compassionate leave in accordance with the Act.

#### 7.5.2 Extended Compassionate leave

Paid compassionate leave may be extended by 3 days upon the death of a parent, partner or child of the employee.

#### 7.5.3 Unpaid Compassionate leave entitlement

An employee may take additional unpaid compassionate leave by agreement with the employer.

### 7.6 PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to unpaid parental leave and to work part-time in connection with the birth or adoption of a child, provided he/she has completed at least 12 months' continuous service prior to the birth or placement date of the child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An **eligible casual employee** means a casual employee:

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

**7.6.1 Definitions**

- (a) **Adoption** includes the placement of a child under the age of 16 with a person in anticipation of, or for the purposes of adoption.
- (b) For the purpose of this clause **child** means a child of the employee under school age except for adoption of a child where 'child' means a person under the age of 16 who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

*Meaning of birth-related leave*

- (c) **Birth-related leave** means leave of either of the following kinds:
  - (i) unpaid parental leave taken in association with the birth of a child (see section 7.6.2);
  - (ii) unpaid special maternity leave (see section 7.6.13).

*Meaning of adoption-related leave*

- (d) **Adoption-related leave** means leave of either of the following kinds:
  - (i) unpaid parental leave taken in association with the placement of a child for adoption (see section 7.6.2);
  - (ii) unpaid pre-adoption leave (see section 7.6.21).

*Meaning of day of placement*

- (e) The **day of placement**, in relation to the adoption of a child by an employee, means the earlier of the following days:
  - (i) the day on which the employee first takes custody of the child for the adoption;
  - (ii) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.

**7.6.2 Entitlement to unpaid parental leave**

- (a) An employee is entitled to 12 months of unpaid parental leave if:
  - (i) the leave is associated with:
    - the birth of a child of the employee or the employee's spouse or de facto partner; or
    - the placement of a child under the age of 16 with the employee for adoption; and
  - (ii) the employee has or will have a responsibility for the care of the child.

**7.6.3 The period of leave—other than for members of an employee couple who each intend to take leave**

*Application of this section*

- (a) This section applies to an employee who intends to take unpaid parental leave if:
  - (i) the employee is not a member of an employee couple; or
  - (ii) the employee is a member of an employee couple, but the other member of the couple does not intend to take unpaid parental leave.

*Leave must be taken in single continuous period*

- (b) The employee must take the leave in a single continuous period.

Note: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 7.6.12)

Note: Periods of unpaid personal leave can include keeping in touch days on which an employee performs work (see section 7.6.12A).



- (c) If the leave is birth-related leave for a female employee who is pregnant with, or gives birth to, the child, the period of leave may start up to 6 weeks before the expected date of birth of the child, earlier if the employer and employees so agree, but must not start later than the date of birth of the child.

Note: If the employee is not fit for work, she may be entitled to be paid personal leave under Subdivision A of Division 7 (of the ACT) or unpaid special maternity leave (see section 7.6.13).

Note: If it is inadvisable for the employee to continue in her present position, she may be entitled to be transferred to an appropriate safe job (see section 7.6.14), or to be paid no safe job leave (see section 7.6.15) or to unpaid no safe job leave (see section 7.6.17).

Note: Section 344 (of the ACT) prohibits the exertion of undue influence or undue pressure on the employee in relation to a decision by the employee in relation to a decision by the employee whether to agree as mentioned in section 7.6.3(c)

- (d) If the leave is birth-related leave but subsection (c) does not apply, the period of leave must start on the date of birth of the child.

*When adoption-related leave must start*

- (e) If the leave is adoption-related leave, the period of leave must start on the day of placement of the child.

*Leave may start later for employees whose spouse or de facto partner is not an employee*

- (f) Despite subsections (c) to (e), the period of leave may start at any time within 12 months after the date of birth or day of placement of the child if:
- (i) the employee has a spouse or de facto partner who is not an employee; and
  - (ii) the spouse or de facto partner has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.

Note: An employee whose leave starts under subsection (f) is still entitled under section 7.6.8 to request an extension of the period of leave beyond his or her available parental leave period. However, the period of leave may not be extended beyond 24 months after the date of birth or day of placement of the child (see subsection 7.6.8(g)).

#### **7.6.4 The period of leave—members of an employee couple who each intend to take leave**

*Application of this section*

- (a) This section applies to an employee couple if each of the employees intends to take unpaid parental leave.

*Leave must be taken in single continuous period*

- (b) Each employee must take the leave in a single continuous period.

Note: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 7.6.12).

Note: Periods of unpaid parental leave can include keeping in touch days on which an employee performs work (see section 7.6.12A)

*When birth-related leave must start*

- (c) If the leave is birth-related leave:
- (i) one employee's period of leave must start first, in accordance with the following rules:
    - if the member of the employee couple whose period of leave starts first is a female employee who is pregnant with, or gives birth to, the child—the period of leave may start up to 6 weeks before the expected date of birth of the child, but must not start later than the date of birth of the child;
    - if the first dot point of this clause does not apply—the period of leave must start on the date of birth of the child; and

- (ii) the other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as extended under section 7.6.7 or 7.6.8).

*When adoption-related leave must start*

- (d) If the leave is adoption-related leave:
  - (i) one employee's period of leave must start on the day of placement of the child; and
  - (ii) the other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as extended under section 7.6.7 or 7.6.8).

*Limited entitlement to take concurrent leave*

- (e) If one of the employees takes a period (the **first employee's period of leave**) of unpaid parental leave in accordance with paragraph (c)(i) or (d)(i), the other employee may take a period of unpaid parental leave (the **concurrent leave**) during the first employee's period of leave, if the concurrent leave complies with the following requirements:
  - (i) the concurrent leave must be for a period of 8 weeks or less;
  - (ii) the concurrent leave may be taken in separate periods, but, unless the employer agrees, each period must not be shorter than 2 weeks;
  - (iii) unless the employer agrees, the concurrent leave must not start before:
    - if the leave is birth-related leave—the date of birth of the child; or
    - if the leave is adoption-related leave—the day of placement of the child;
- (f) Concurrent leave taken by an employee:
  - (i) is an exception to the rule that the employee must take his or her leave in a single continuous period (see subsection (b)); and
  - (ii) is an exception to the rules about when the employee's period of unpaid parental leave must start (see subsection (c) or (d)).

Note: The concurrent leave is unpaid parental leave and so comes out of the employee's entitlement to 12 months of unpaid parental leave under section 7.6.2.

**7.6.5 Pregnant employee may be required to take unpaid parental leave within 6 weeks before the birth**

*Employer may ask employee to provide a medical certificate*

- (a) If a pregnant employee who is entitled to unpaid parental leave (whether or not she has complied with section 7.6.6) continues to work during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate containing the following statements (as applicable):
  - (i) a statement of whether the employee is fit for work;
  - (ii) if the employee is fit for work—a statement of whether it is inadvisable for the employee to continue in her present position during a stated period because of:
    - illness, or risks, arising out of the employee's pregnancy; or
    - hazards connected with the position.

Note: Personal information given to an employer under this subsection may be regulated under the *Privacy Act 1988*.

*Employer may require employee to take unpaid parental leave*

- (b) The employer may require the employee to take a period of unpaid parental leave (the **period of leave**) as soon as practicable if:
  - (i) the employee does not give the employer the requested certificate within 7 days after the request; or



- (ii) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is not fit for work; or
- (iii) the following subparagraphs are satisfied if:
  - within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is fit for work, but that it is inadvisable for the employee to continue in her present position for a stated period for a reason referred to in subparagraph (a)(ii);
  - the employee has not complied with the notice and evidence requirements of section 7.6.6 for taking unpaid parental leave.

Note: If the medical certificate contains a statement as referred to in subparagraph (b)(iii) and the employee has complied with the notice and evidence requirements of section 7.6.6, then the employee is entitled to be transferred to a safe job (see section 7.6.14), or to paid no safe job leave (see section 7.6.15)

*When the period of leave must end*

- (c) The period of leave must not end later than the earlier of the following:
  - (i) the end of the pregnancy;
  - (ii) if the employee has given the employer notice of the taking of a period of leave connected with the birth of the child (whether it is unpaid parental leave or some other kind of leave)—the start date of that leave.

*Special rules about the period of leave*

- (d) The period of leave:
  - (i) is an exception to the rule that the employee must take her unpaid parental leave in a single continuous period (see subsection 7.6.3(b) or 7.6.4(b)); and
  - (ii) is an exception to the rules about when the employee's period of unpaid parental leave must start (see subsections 7.6.3(c) and (f), or subsection 7.6.4(c)).

Note: The period of leave is unpaid parental leave and so comes out of the employee's entitlement to 12 months of unpaid parental leave under section 7.6.2.

- (e) The employee is not required to comply with section 7.6.4 in relation to the period of leave.

#### **7.6.6 Notice and evidence requirements**

*Notice*

- (a) An employee must give his or her employer written notice of the taking of unpaid parental leave under section 7.6.3 or 7.6.4 by the employee.
- (b) The notice must be given to the employer:
  - (i) at least 10 weeks before starting the leave, unless subparagraph ii) applies; or
  - (ii) if the leave is to be taken in separate periods of concurrent leave (see section 7.6.4(e)(ii)) and the leave is not the first of those periods of concurrent leave; or
  - (ii) if that is not practicable—as soon as practicable (which may be a time after the leave has started).
- (c) The notice must specify the intended start and end dates of the leave.

*Confirmation or change of intended start and end dates*

- (d) At least 4 weeks before the intended start date specified in the notice given under subsection (a), the employee must:
  - (i) confirm the intended start and end dates of the leave; or
  - (ii) advise the employer of any changes to the intended start and end dates of the leave; unless it is not practicable to do so.

- (e) Subsection (d) does not apply to a notice for a period of concurrent leave referred to in subparagraph (b)(II).

*Evidence*

- (f) An employee who has given his or her employer notice of the taking of unpaid parental leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person:
- (i) if the leave is birth-related leave—of the date of birth, or the expected date of birth, of the child; or
  - (ii) if the leave is adoption-related leave:
    - of the day of placement, or the expected day of placement, of the child; and
    - that the child is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child.
- (g) Without limiting subsection (e), an employer may require the evidence referred to in paragraph (e)(i) to be a medical certificate.

*Compliance*

- (h) An employee is not entitled to take unpaid parental leave under section 7.6.3 or 7.6.4 unless the employee complies with this section.

Note: Personal information given to an employer under this section may be regulated under the *Privacy Act 1988*.

**7.6.7 Extending period of unpaid parental leave—extending to use more of available parental leave period**

*Application of this section*

- (a) This section applies if:
- (i) an employee has, in accordance with section 7.6.6, given notice of the taking of a period of unpaid parental leave (the **original leave period**); and
  - (ii) the original leave period is less than the employee's available parental leave period; and
  - (iii) the original leave period has started.
- (b) The employee's **available parental leave period** is 12 months, less any periods of the following kinds:
- (i) a period of concurrent leave that the employee has taken in accordance with subsection 7.6.4(e);
  - (ii) a period of unpaid parental leave that the employee has been required to take under subsection 7.6.5(b) or 7.6.16(b);
  - (iii) a period by which the employee's entitlement to unpaid parental leave is reduced under paragraph 7.6.8(f)(iii);

*First extension by giving notice to employer*

- (c) The employee may extend the period of unpaid parental leave by giving his or her employer written notice of the extension at least 4 weeks before the end date of the original leave period. The notice must specify the new end date for the leave.
- (d) Only one extension is permitted under subsection (c).

*Further extensions by agreement with employer*

- (e) If the employer agrees, the employee may further extend the period of unpaid parental leave one or more times.

*No entitlement to extension beyond available parental leave period*

- (f) The employee is not entitled under this section to extend the period of unpaid parental leave beyond the employee's available parental leave period.

**7.6.8 Extending period of unpaid parental leave—extending for up to 12 months beyond available parental leave period**

*Employee may request further period of leave*

- (a) An employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period.

*Making the request*

- (b) The request must be in writing, and must be given to the employer at least 4 weeks before the end of the available parental leave period.

*Agreeing to the requested extension*

- (c) The employer must give the employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.
- (d) The employer may refuse the request only on reasonable business grounds.
- (e) If the employer refuses the request, the written response under subsection (c) must include details of the reasons for the refusal.

*Special rules for employee couples*

- (f) The following paragraphs apply in relation to a member of an employee couple extending a period of unpaid parental leave in relation to a child under this section:
- (i) the request must specify any amount of unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
- (ii) the period of the extension cannot exceed 12 months, less any period of unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
- (iii) the amount of unpaid parental leave to which the other member of the employee couple is entitled under section 7.6.2 in relation to the child is reduced by the period of the extension.

*No extension beyond 24 months after birth or placement*

- (g) Despite any other provision of this Division, the employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.

**7.6.9 Reducing period of unpaid parental leave**

If the employer agrees, an employee whose period of unpaid parental leave has started may reduce the period of unpaid parental leave he or she takes.

**7.6.10 Pregnancy ends (other than by birth of a living child) or child born alive dies**

- (a) This section applies to unpaid parental leave, if the leave is birth-related leave; and either:
- (i) the pregnancy ends other than by the child being born alive; or
- (ii) the child dies after being born.

*Cancellation of leave*

- (b) Before the leave starts the employee may give the employer written notice cancelling the leave or the employer may give the employee written notice cancelling the leave.

Example: Subsections (b) and (c) do not apply if:

- (i) the child dies after being born; and
- (ii) the employee is the female employee who gave birth to the child.

This is because in this case the leave must not start later than the date of birth of the child (see subsection 7.6.3(c)).

- (c) If the employee or employer does so, the employee is not entitled to unpaid parental leave in relation to the child.

Note: If the employee is the female employee who was pregnant with the child and the employee is not fit for work, she may be entitled to:

- (i) paid personal/carers leave; or
- (ii) unpaid special maternity leave under section 7.6.13.

*Return to work*

- (d) The employee may give the employer written notice that the employee wishes to return to work:
  - (i) after the start of the period of leave, but before its end; and
  - (ii) within 4 weeks after the employer receives the notice.
- (e) The employer:
  - (i) may give the employee written notice requiring the employee to return to work on a specified day; and
  - (ii) must do so if the employee gives the employer written notice under subsection (d);  
unless the leave has not started and the employer cancels it under subsection (b)
- (f) The specified day must be after the start of the period of leave, and:
  - (i) if subsection (d) applies—within 4 weeks after the employer receives the notice under that subsection; or
  - (ii) otherwise—at least 6 weeks after the notice is given to the employee under subsection (e)
- (g) The employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

*Interaction with section 7.6.9*

- (h) This section does not limit section 7.6.9 (which deals with the employee ending the period of unpaid parental leave with the agreement of the employer).

**7.6.11 Employee who ceases to have responsibility for care of child**

- (a) This section applies to an employee who has taken unpaid parental leave in relation to a child if the employee ceases to have any responsibility for the care of the child.
- (b) The employer may give the employee written notice requiring the employee to return to work on a specified day.
- (c) The specified day:
  - (i) must be at least 4 weeks after the notice is given to the employee; and
  - (ii) if the leave is birth-related leave taken by a female employee who has given birth—must not be earlier than 6 weeks after the date of birth of the child.
- (d) The employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

**7.6.12 Interaction with paid leave**

- (a) This Subdivision (except for subsections (b) and (c)) does not prevent an employee from taking any other kind of paid leave while he or she is taking unpaid parental leave. If the employee does so, the taking of that other paid leave does not break the continuity of the period of unpaid parental leave.









Note: For example, if the employee has paid annual leave available, he or she may (with the employer's agreement) take some or all of that paid annual leave at the same time as the unpaid parental leave.

- (b) An employee is not entitled to take paid personal/carer's leave or compassionate leave while he or she is taking unpaid parental leave.
- (c) An employee is not entitled to any payment under Clause 7.7 (which deals with community service leave) in relation to activities the employee engages in while taking unpaid parental leave.

#### 7.6.12A Keeping in Touch Days

- (a) This Subdivision does not prevent an employee from performing work for his or her employer on a keeping in touch day while he or she is taking unpaid parental leave. If the employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.
- (b) A day on which the employee performs work for the employer during the period of leave is a **keeping in touch day** if:
  - (i) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
  - (ii) both the employee and the employer consent to the employee performing work for the employer on that day; and
  - (iii) the day is not within:
    - if the employee suggested or requested that he or she perform work for the employer on that day — 14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or
    - otherwise — 42 days after the date of birth, or day of placement, of the child; and
  - (iv) the employee has not already performed work for the employer or another entity on 10 days during the period of leave that were keeping in touch days.

The duration of the work the employee performs on that day is not relevant for the purposes of this subsection.

Note: The employer will be obliged, under the relevant contract of employment or industrial instrument, to pay the employee for performing work on a keeping in touch day.

- (c) The employee's decision whether to give the consent mentioned in paragraph (b)(ii) is taken, for the purposes of section 344 (which deals with undue influence or pressure), to be a decision to make, or not make, an arrangement under the National Employment Standards.
- (d) For the purposes of paragraph (b)(iv), treat as 2 separate periods of unpaid parental leave:
  - (i) a period of unpaid parental leave taken during the employee's available parental leave period; and
  - (ii) a period of unpaid parental leave taken as an extension of the leave referred to in paragraph
  - (iii) for a further period immediately following the end of the available parental leave period.

Note: Performance, of work on keeping in touch days is also dealt with, for the purposes of parental leave pay, in sections 49 and 50 of the Paid Parental Leave Act 2010.

#### 7.6.12B Unpaid Parental Leave Not Extended By Paid Leave Or Keeping In Touch Day

If, during a period of unpaid parental leave, an employee:

- (a) takes paid leave; or
- (b) performs work for his or her employer on a keeping in touch day;

taking that leave or performing that work does not have the effect of extending the period of unpaid parental leave.

### 7.6.13 Unpaid special maternity leave

#### *Entitlement to unpaid special maternity leave*

- (a) A female employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:
- (i) she has a pregnancy-related illness; or
  - (ii) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

Note: Entitlement is also affected by section 7.6(a) (which deals with the length of the employee's service). If a female employee has an entitlement to paid personal/carer's leave she may take that leave instead of taking unpaid special maternity leave under this section.

#### *Notice and evidence*

- (b) An employee must give her employer notice of the taking of unpaid special maternity leave by the employee.
- (c) 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.
- (d) An employee who has given her employer notice of the taking of unpaid special maternity leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in subsection (a).
- (e) Without limiting subsection (d), an employer may require the evidence referred to in that subsection to be a medical certificate.
- (f) An employee is not entitled to take unpaid special maternity leave unless the employee complies with subsections (b) to (d).

Note: Personal information given to an employer under this section may be regulated under the *Privacy Act 1988*.

### 7.6.14 Transfer to a safe job

- (a) This section applies to a pregnant employee if she gives her employer evidence that would satisfy a reasonable person that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (the **risk period**) because of:
- (i) illness, or risks, arising out of her pregnancy; or
  - (ii) hazards connected with that position.

Note: Personal information given to an employer under this subsection may be regulated under the *Privacy Act 1988*.

- (b) If there is an appropriate safe job available then the employer must transfer the employee to that job for the risk period, with no other change to the employee's terms and conditions of employment.

Note: If there is no appropriate safe job available, then the employee may be entitled to paid no safe job leave under section 7.6.15 or unpaid no safe job leave under section 7.6.17

- (c) An **appropriate safe job** is a safe job that has:
- (i) the same ordinary hours of work as the employee's present position; or
  - (ii) a different number of ordinary hours agreed to by the employee.
- (d) If the employee is transferred to an appropriate safe job for the risk period, the employer must pay the employee for the safe job at the employee's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.

- (e) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
- (f) Without limiting subsection (a) an employer may require the evidence to be a medical certificate.

**7.6.15 Paid no safe job leave**

- (a) If section 7.6.14 applies to a pregnant employee but there is no appropriate safe job available and the employee is entitled to unpaid parental leave and the employee has complied with the notice and evidence requirements of section 7.6.6 for taking unpaid parental leave then the employee is entitled to paid no safe job leave for the risk period.
- (b) If the employee takes paid no safe job leave for the risk period, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the risk period.

**7.6.16 Employee on paid no safe job leave may be asked to provide a further medical certificate**

*Employer may ask employee to provide a medical certificate*

- (a) If an employee is on paid no safe job leave during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate stating whether the employee is fit for work.

Note: Personal information given to an employer under this subsection may be regulated under the *Privacy Act 1988*.

*Employer may require employee to take unpaid parental leave*

- (b) The employer may require the employee to take a period of unpaid parental leave (the **period of leave**) as soon as practicable if:
  - (i) the employee does not give the employer the requested certificate within 7 days after the request; or
  - (ii) within 7 days after the request, the employee gives the employer a certificate stating that the employee is not fit for work.

*Entitlement to paid no safe job leave ends*

- (c) When the period of leave starts, the employee's entitlement to paid no safe job leave ends.

*When the period of leave must end etc.*

- (d) Subsections 7.6.5(c), (d) and (e) apply to the period of leave.

**7.6.17 Unpaid no safe job leave**

- (a) If section 7.6.14 applies to a pregnant employee but there is no appropriate safe job available and the employee is not entitled to unpaid parental leave; and
  - (i) if required by the employer, the employee has given the employer evidence that would satisfy a reasonable person of the pregnancy ;then the employee is entitled to unpaid no safe job leave for the risk period.
- (b) Without limiting subsection (a), an employee may require the evidence referred to in paragraph (a)(i) to be a medical certificate.

**7.6.18 Consultation with employee on unpaid parental leave**

- (a) If:
  - (i) an employee is on unpaid parental leave; and
  - (ii) the employee's employer makes a decision that will have a significant effect on the status, pay or location of the employee's pre-parental leave position;



the employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.

- (b) The employee's *pre-parental leave position* is:
- (i) unless paragraph (a)(ii) applies, the position the employee held before starting the unpaid parental leave; or
  - (ii) if, before starting the unpaid parental leave, the employee:
    - was transferred to a safe job because of her pregnancy; or
    - reduced her working hours due to her pregnancy;

the position the employee held immediately before that transfer or reduction.

#### 7.6.19 Return to work guarantee

On ending unpaid parental leave, an employee is entitled to return to:

- (a) the employee's pre-parental leave position; or
- (b) if that position no longer exists—an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

#### 7.6.20 Replacement employees

Before an employer engages an employee to perform the work of another employee who is going to take, or is taking, unpaid parental leave, the employer must notify the replacement employee:

- (a) that the engagement to perform that work is temporary; and
- (b) of the rights:
  - (i) the employer; and
  - (ii) the employee taking unpaid parental leave;

have under subsections 7.6.10(b) and (c) (which provide a right to cancel the leave if the pregnancy ends other than by the birth of a living child or if the child dies after birth); and

- (c) of the rights the employee taking unpaid parental leave has under:
  - (i) subsections 7.6.10(d) to (f) (which provide a right to end the leave early if the pregnancy ends other than by the birth of a living child or if the child dies after birth); and
  - (ii) section 7.6.19 (which deals with the return to work guarantee); and
- (d) of the effect of section 7.6.11 (which provides the employer with a right to require the employee taking unpaid parental leave to return to work if the employee ceases to have any responsibility for the care of the child).

#### 7.6.21 Unpaid pre-adoption leave

*Entitlement to unpaid pre-adoption leave*

- (a) An employee is entitled to up to 2 days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.

Note: Entitlement is also affected by subsection 7.6.1(b) (which deals with the age etc. of the adopted child).

- (b) However, an employee is not entitled to take a period of unpaid pre-adoption leave if:
  - (i) the employee could instead take some other form of leave; and
  - (ii) the employer directs the employee to take that other form of leave.
- (c) An employee who is entitled to a period of unpaid pre-adoption leave is entitled to take the leave as:

- (i) a single continuous period of up to 2 days; or
- (ii) any separate periods to which the employee and the employer agree.

*Notice and evidence*

- (d) An employee must give his or her employer notice of the taking of unpaid pre-adoption leave by the employee.
- (e) 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.
- (f) An employee who has given his or her employer notice of the taking of unpaid pre-adoption leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as referred to in subsection (a).
- (g) An employee is not entitled to take unpaid pre-adoption leave unless the employee complies with subsections (d) to (f).

Note: Personal information given to an employer under this section may be regulated under the *Privacy Act 1988*.

## 7.7 COMMUNITY SERVICE LEAVE

### 7.7.1 Entitlement to be absent from employment for engaging in eligible community service activity

An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:

- (a) the period consists of one or more of the following:
  - (i) time when the employee engages in the activity;
  - (ii) Reasonable travelling time associated with the activity;
  - (iii) Reasonable rest time immediately following the activity; and
- (b) unless the activity is jury service—the employee's absence is reasonable in all the circumstances.

### 7.7.2 Meaning of *eligible community service activity*

*General*

- (a) Each of the following is an ***eligible community service activity***:
  - (i) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
  - (ii) a voluntary emergency management activity (see subsection (7.7.2(b))); or
  - (iii) an activity prescribed in regulations made for the purpose of subsection 7.7.2(d).

*Voluntary emergency management activities – UNPAID Leave*

- (b) An employee engages in a ***voluntary emergency management activity*** if, and only if:
  - (i) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
  - (ii) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
  - (iii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and

- (iv) either:
  - the employee was requested by or on behalf of the body to engage in the activity; or
  - no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
- (c) A **recognised emergency management body** is:
  - (i) a body, or part of a body, that has a role or function under a plan that:
    - is for coping with emergencies and/or disasters; and
    - is prepared by the Commonwealth, a State or a Territory; or
  - (ii) a fire-fighting, civil defence or rescue body, or part of such a body; or
  - (iii) any other body, or part of a body, a substantial purpose of which involves:
    - securing the safety of persons or animals in an emergency or natural disaster; or
    - protecting property in an emergency or natural disaster; or
    - otherwise responding to an emergency or natural disaster; or
  - (iv) a body, or part of a body, prescribed by the regulations;but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under this Division.

*Regulations may prescribe other activities*

- (d) The regulations may prescribe an activity that is of a community service nature as an eligible community service activity.

### **7.7.3 Notice and evidence requirements**

*Notice*

- (a) An employee who wants an absence from his or her employment to be covered by this Division must give his or her employer notice of the absence.
- (b) The notice:
  - (i) must be given to the employer as soon as practicable (which may be a time after the absence has started); and
  - (ii) must advise the employer of the period, or expected period, of the absence.

*Evidence*

- (c) An employee who has given his or her employer notice of an absence under subsection 7.7.3(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

*Compliance*

- (d) An employee's absence from his or her employment is not covered by this Division unless the employee complies with this section.

Note: Personal information given to an employer under this section may be regulated under the *Privacy Act 1988*.

Leave granted under this clause will be unpaid.

#### 7.7.4 Payment to employees (other than casuals) on jury service

##### *Application of this section*

- (a) This section applies if:
- (i) in accordance with this Division, an employee is absent from his or her employment for a period because of jury service; and
  - (ii) the employee is not a casual employee.

##### *Employee to be paid base rate of pay*

- (b) Subject to subsections 7.7.4(c), (d) and (e), 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.

##### *Evidence*

- (c) The employer may require the employee to give the employer evidence that would satisfy a reasonable person:
- (i) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
  - (ii) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.
- Note: Personal information given to an employer under this subsection may be regulated under the *Privacy Act 1988*.
- (d) If, in accordance with subsection 7.7.4(c), the employer requires the employee to give the employer the evidence referred to in that subsection:
- (i) the employee is not entitled to payment under subsection 7.7.4(b) unless the employee provides the evidence; and
  - (ii) if the employee provides the evidence—the amount payable to the employee under subsection 7.7.4(b) is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.

##### *Payment only required for first 10 days of absence*

- (e) If an employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than 10 days in total:
- (i) the employer is only required to pay the employee for the first 10 days of absence; and
  - (ii) the evidence provided in response to a requirement under subsection 7.7.4(c) need only relate to the first 10 days of absence; and
  - (iii) the reference in subsection 7.7.4(d) to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first 10 days of absence.

##### *Meaning of jury service pay*

- (f) **Jury service pay** will mean an amount paid in relation to jury service under a law of the Commonwealth, a State or a Territory, other than an amount that is, or that is in the nature of, an expense-related allowance.

##### *Meaning of jury service summons*

- (f) **Jury service summons** will mean a summons or other instruction (however described) that requires a person to attend for, or perform, jury service.

#### 7.8 DOMESTIC VIOLENCE LEAVE

Wheatfields recognises that some of its staff may experience situations of violence or abuse in their domestic life that may negatively affect their attendance or performance at work. It is recognised that domestic violence includes physical, financial, verbal or emotional abuse by a current or former family/household member.



- 7.8.1** Wheatfields will offer support to employees experiencing domestic violence. This may include, where appropriate:
- a. access to personal leave entitlements to attend medical appointments, legal proceedings, seek safe housing or to attend any other activities related to dealing with domestic violence and its consequences. This leave may be taken as consecutive days or single days, or as a fraction of a day as required.
  - b. flexible working arrangements, including changes to working times if consistent with the needs of the work unit, and with appropriate regard to the health and safety of other staff.
  - c. access to up to an additional five days of unpaid leave.
- 7.8.2** Proof of domestic violence may be required by (the employer) and can be presented in the form of an agreed document issued by the police service, a court, a medical practitioner, a domestic violence support service or lawyer, or a counselling professional.
- 7.8.3** An employee who is supporting a person experiencing domestic violence, and who requires time off work for that purpose, may request unpaid leave and/or may request Personal Leave.

## **8 – STAFFING LEVEL, TRAINING AND DEVELOPMENT**

### **8.1 SAFE STAFFING LEVELS**

- 8.1.1** The level of staffing and the skills mix of staff must enable the Employer, and staff to meet their duty of care responsibilities in providing quality care to people requiring or in receipt of aged care services, especially special needs groups such as those requiring dementia care, palliative care or complex nursing care.
- 8.1.2** The level of staffing and the skills mix of staff must also enable the Employer to meet their responsibilities under work health and safety legislation and must aim for the promotion of a safe and healthy workplace.
- 8.1.3** The Employer commits to rostering staff to ensure that any planned leave is covered by other staff and the rostered shifts are backfilled (i.e. Annual leave, Parental Leave, planned personal leave).
- 8.1.4** Where an employee is absent on unplanned leave, the Employer will make all reasonable efforts to ensure that the shift is covered by offering those hours to part-time or casual employees

### **8.2 STAFF TRAINING/PROFESSIONAL DEVELOPMENT**

- 8.2.1** All staff will be paid for mandatory training hours.
- 8.2.2** Staff attending the workplace on a scheduled day off for the purpose of attending mandatory training will be paid a minimum of two hours at their ordinary rate of pay.
- 8.2.3** E-learning undertaken, and successfully completed, by an employee in their own time will be paid a minimum of one hour at the relevant base rate of pay.
- 8.2.4** Relevant external education undertaken for professional development must be approved by the employer prior to commencement, and will be funded by negotiation, in relation to hours paid, registration fees and travelling costs.

**SCHEDULE 1**

**WAGE RATES**

Date First Increases to be applied: First Full Pay Period on or after agreement by employees as a result of the ballot process.

Back Pay: To be calculated from First Full Pay Period on or after 28 January 2018, and paid as soon as practicable following agreement by employees as a result of the ballot process.

*2018-2019*
*2019-2020*
*2020-2021*

Classification	Annual Salary Current	FFPP on or after Agreement by Employees		FFPP on or after 28 January 2019		FFPP on or after 28 January 2020	
		Annual	Hourly	Annual	Hourly	Annual	Hourly
		3.00%		2.50%		2.50%	
Level 1	\$39,376.84	\$40,558.15	\$20.46	\$41,572.10	\$20.97	\$42,611.40	\$21.50
Level 2	\$41,004.44	\$42,234.57	\$21.31	\$43,290.44	\$21.84	\$44,372.70	\$22.38
Level 3	\$42,625.76	\$43,904.53	\$22.15	\$45,002.15	\$22.70	\$46,127.20	\$23.27
Level 4	\$43,122.21	\$44,415.88	\$22.41	\$45,526.27	\$22.97	\$46,664.43	\$23.54
Level 5	\$44,574.08	\$45,911.30	\$23.16	\$47,059.08	\$23.74	\$48,235.56	\$24.33
Level 6	\$46,980.72	\$48,390.14	\$24.41	\$49,599.90	\$25.02	\$50,839.89	\$25.65
Level 7	\$47,822.80	\$49,257.48	\$24.85	\$50,488.92	\$25.47	\$51,751.14	\$26.11

9 - SIGNATORIES

SIGNED ON BEHALF OF THE EMPLOYER

Signature:	<i>T Erskine</i>
Date:	24/11/19
Name in Full:	Tamara Erskine
Position:	Director of Nursing
Address:	10 Semmers Crescent Freeling
Witness Signature:	<i>M Camillo</i>
Name in Full:	MISCHELLE WENDY CAMILLO

SIGNED ON BEHALF OF EMPLOYEES - Employee Representative

Signature:	<i>M Camillo</i>
Date:	24/11/19
Name in Full:	MISCHELLE WENDY CAMILLO
Position:	P.C.A
Address:	P O Box 353 GREENOCK 5300
Witness Signature:	<i>T Erskine</i>
Name in Full:	Tamara Erskine

SIGNED ON BEHALF OF UNION - United Voice South Australian Branch

Signature:	<i>D Pnevmatikos</i>
Date:	05/02/2019
Name in Full:	Demi Pnevmatikos
Position:	Assistant Branch Secretary
Address:	101 Henley Beach Road, Mile End SA 5031
Witness Signature:	<i>Ch</i>
Name in Full:	Christopher Zammit

SIGNED ON BEHALF OF UNION - ANMF South Australian Branch

Signature:	<i>[Signature]</i>
Date:	31/01/2019
Name in Full:	Ad Assoc Prof Elizabeth Devereaux
Position:	Secretary ANMF South Australian Branch
Address:	191 TORRENS ROAD, RIDLEYTON SA 5008
Witness Signature:	<i>[Signature]</i>
Name in Full:	Lisa Kate Devey



## SCHEDULE 2

### CLASSIFICATION DEFINITIONS

#### 2.1 Aged care employee—level 1

##### Entry level:

An employee who has less than three months' work experience in the industry and performs basic duties.

An employee at this level:

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

Indicative tasks performed at this level are:

##### General and administrative services

General clerk

Laundry hand

Cleaner

Assistant gardener

##### Food services

Food services assistant

#### 2.2 Aged care employee—level 2

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

##### General and administrative services

General clerk/Typist (between 3 months' and less than 1 year's service)

Laundry hand

Cleaner

Gardener (non-trade)

Maintenance/Handyperson (unqualified)

Driver (less than 3 ton)

##### Food services

Food services assistant

##### Personal care

Personal care worker grade 1

### 2.3 Aged care employee—level 3

2.4 Progression from the Classification of Level 2 to Level 3 will occur on completion of one (1) year service or in the case of a part-time or casual employee on completion of 1560 hours of service.

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures (non admin/clerical);
- is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);
- works under limited supervision, either individually or in a team (non admin/clerical);
- possesses sound communication and/or arithmetic skills (non admin/clerical);
- requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical); and
- In the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative tasks performed at this level are:

#### General and administrative services

General clerk/Typist (second and subsequent years of service)

Receptionist

Pay clerk

Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate

Laundry Hand

Cleaner

#### Food services

Cook

Food Services Assistant

#### Personal care

Personal care worker grade 2

Recreational/Lifestyle activities officer (unqualified)

### 2.5 Aged care employee—level 4

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills; and
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.
- In the case of a Personal care worker, is required to hold a relevant Certificate III qualification. Entry pay level for a Personal care worker who holds a Certificate III qualification.

Indicative tasks performed at this level are:

#### General and administrative services

Senior clerk

Senior receptionist

Maintenance/Handyperson (qualified)

Driver (3 ton and over)

#### Food services

Senior cook (trade)

#### Personal care

Personal care worker grade 3

**General and administrative services**

**Food services**

**Personal care**

Gardener (trade)

**2.6 Aged care employee—level 5**

An employee at this level:

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

In the case of a Personal care worker, holds a relevant Certificate III qualification and 1560 hours of in service experience.

Indicative tasks performed at this level are:

**General and administrative services**

**Food services**

**Personal care**

Secretary interpreter (unqualified)

Chef

Personal care worker grade

Hospitality Coordinator

4

**2.7 Aged care employee—level 6**

An employee at this level:

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

Indicative tasks performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>
Maintenance tradesperson (advanced)	Senior chef
Gardener (advanced)	

## 2.8 Aged care employee—level 7

An employee at this level:

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

Indicative tasks performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>	<b>Personal care</b>
Clerical supervisor	Chef/Food services supervisor	Personal care worker grade 5
Interpreter (qualified )		
Gardener superintendent		
General services supervisor		

## 2.9 Definitions

2.9.1 In service experience means for the purposes of classifying Employees to particular levels in this classification structure, service with any Employer which includes the same or similar functions to those performed by the Employee provided that relevant service does not include service which preceded a break of three years or more during which no relevant service was performed.



**SCHEDULE 3**

**ALLOWANCES**

*[Signature]*  
2018/2019

*[Signature]*  
2019/2020

*[Signature]*  
2020/21

<u>Clause no.</u>	<u>Description</u>	<u>Amount (Award Rates)</u>	
5.2.1 (a)	Uniform allowance (lesser amount to be paid)	\$6.84 \$1.36	Per week OR Per shift
5.2.1 (a)	Laundry allowance (lesser amount to be paid)	\$1.60 \$0.34	Per week OR Per shift
5.2.2	Travel allowance	\$0.78	Per km
5.3.4(a)(i)	Meal allowance – in overtime (one hour)	\$12.88	Per occasion
5.3.4(a)(ii)	Meal allowance – in overtime (four Hours)	\$11.61	Per occasion
5.2.6	Medication Allowance	\$1.00	Per hour or part thereof
6.7.1(c)	Meal allowance – required to remain on site	\$12.88	Per occasion

7.61  
1.39  
1.64  
.35  
-804

7.19  
1.42  
1.68  
.36  
-820

1.03

**ADJUSTMENTS:** All allowances in this Agreement will be adjusted on an annual basis in line with % increases flowing from this Agreement as per Schedule 1.



Others - United Voice

Comp	Description	Year	Amount per shift	% increase	New Amount	Capped Amount	Date Changes made on CIM
156	Uniform	2018/2019	\$1.36	2.5	\$1.39	\$6.84	
156	Uniform	2019/2020	<b>\$1.39</b>			<b>\$7.01</b>	10/11/19 for fortnight 28/10/19-10/11/19
161	Laundry	2018-2019	\$0.34	2.5	\$0.35	\$1.60	Never had Laundry Allowance before, therefore new component
161	Laundry	2019-2020	<b>\$0.35</b>			<b>\$1.64</b>	10/11/19 for fortnight 28/10/19-10/11/19
Year							
Comp	Description	2016/2017	2017/2018	2018/2019	2019/2020	Old \$ amount	
153	Vehicle			\$0.78	<b>\$0.80</b>	\$0.78	No increase needed

