

CITY OF HOLDFAST BAY (ALWYNDOR AGED CARE) ENTERPRISE AGREEMENT 2013-2016

File No. 6256 of 2014

**This Agreement shall come into force on
and from 1 October 2014 and have a life
extending until 30 June 2016.**

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE
AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR
WORK ACT 1994.



DATED 01 OCTOBER 2014.

A handwritten signature in black ink, appearing to read "P. J. McNeil".

COMMISSION MEMBER





**City of Holdfast Bay
(Alwyndor Aged Care)
Enterprise Agreement
2013-2016**

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A GENERAL

A1. OBJECTIVES

This Agreement reaffirms the parties' commitment to the mission, vision and values of Alwyndor Aged Care (Alwyndor) in the workplace. The objectives of this Agreement are to provide high quality community, residential and therapy services in the workplace by:

- a. Complying with the law;
- b. Providing straight-forward, fair, consistent and flexible terms and conditions of employment;
- c. Demonstrating mutual respect for each other as employees of a unified Alwyndor;
- d. Maintaining communication, flexibility, consultation and cooperation at the workplace level between management and staff;
- e. Promoting work/life balance and family-friendly initiatives that maintain Alwyndor's reputation as an employer of choice;
- f. Facilitating workplace change that improves the efficiency and effectiveness of service-provision and achieves Alwyndor's performance goals;
- g. Demonstrating commitment to leadership and skills development that ultimately delivers excellence in care/services and builds long-term workforce sustainability.

A2. NAME AND TYPE OF AGREEMENT

This Agreement is an Enterprise Agreement made pursuant to Part 2 of the Fair Work Act (SA) (1994) (The Act) and shall be known as the "City of Holdfast Bay (Alwyndor Aged Care) Enterprise Agreement 2013-2016" (Agreement).

A3. PERSONS BOUND BY THIS AGREEMENT

This Agreement will be binding on:

- a. Alwyndor (Employer);
- b. Alwyndor Employees (Employees);
- c. The Australian Nursing and Midwifery Federation (SA Branch) for Registered Nurses, Enrolled Nurses and Residential Care Workers;
- d. United Voice (SA Branch) for Residential Care Workers, Community Services Careworkers and all other employees within Schedule 2..

This Agreement does not apply to:

- a. Alwyndor Senior Management, whose employment arrangements are determined by their individual employment contracts; and
- b. Alwyndor Professional Therapy Staff, who employment is subject to the *Alwyndor Aged Care (Professional Therapy Staff) Enterprise Agreement 2011*.

A4. DATE AND DURATION

This Agreement will be lodged with the South Australian Industrial Relations Commission (SAIRC) in accordance with the Act and will commence from the date of approval by the SAIRC until its nominal expiry date on 30 June 2016. After its expiry date the Agreement shall continue to operate until it is replaced or terminated under the Act.

The parties agree to commence negotiations for a further Agreement not later than six months before the expiry date.

A5. RELATIONSHIP WITH POLICIES, LEGISLATION AND AWARDS

- a. This Agreement will be read and applied in conjunction with the relevant award, as amended from time to time, provided that where there is any inconsistency, this Agreement will prevail to the extent of the inconsistency. Relevant awards are:
 - South Australian Municipal Salaried Officers Award;
 - Local Government (Health Services) Award;
 - Nurses (South Australian Local Government Sector) Award.
- b. This Agreement supersedes and entirely replaces the following previous Agreements:
 - City of Holdfast Bay and Alwyndor Aged Care Employee Enterprise Agreement (No. 2) 2010;
 - City of Holdfast Bay (Alwyndor Aged Care) and ANMF Nursing Employees Enterprise Agreement 2010;
 - LHMU – City of Holdfast Bay (Alwyndor Aged Care) Union Collective Agreement 2007.
- c. Employees will comply with all relevant legislation and regulations which may be in force from time to time.
- d. In particular, Employees are required to perform their duties in accordance with the Local Government Act 1999 (SA), the Fair Work Act 1994 (SA), this Agreement and policies and procedures determined by Alwyndor from time to time. Such policies and procedures are not part of this Agreement.
- e. Where a policy and/or procedure is developed or reviewed and has a significant effect on an Employee's conditions of employment, Alwyndor will consult with the relevant Employee and if required, their nominated representative.

A6. WORKPLACE HEALTH AND SAFETY AND REHABILITATION

- a. Alwyndor is committed to providing and maintaining a safe and healthy work environment, including the provision of information, systems of work, instruction, training and necessary supervision to reasonably attempt to ensure the health and safety of all its Employees, as prescribed by the *Work Health and Safety Act 2012*.

- b. All Employees must take reasonable care of the health and safety of themselves and others and must cooperate with the Employer in efforts to comply with workplace health and safety requirements.
- c. Incidents and Hazards must be reported by an Employee to their supervisor/manager as soon as possible. If there is an imminent threat to safety, the hazard must be reported immediately by the Employee to their supervisor/manager.
- d. In the event of a work related injury:
 - All incidents that have resulted in workplace injuries must be reported immediately by the Employee to their supervisor/manager.
 - Alwyndor will provide effective rehabilitation assistance and claims management aimed at supporting injured Employees through their period of illness or injury, and then promoting optimal recovery and safe return to work where possible.
 - An injured employee will cooperate with efforts to make the return to work process as smooth and as safe as possible.
- e. In accordance with Alwyndor's policy, smoking is prohibited within Alwyndor's buildings and motor vehicles, and on Alwyndor's grounds.
- f. As part of its commitment to the health and safety of employees, Alwyndor will ensure that lifting tasks are eliminated where possible. The aim is to minimise the need for lifting by employing alternative methods for tasks such as moving and lifting residents and clients. All employees are expected to comply with Alwyndor's No Lift No Injury Policy and Procedures.
- g. Alwyndor will provide access to professional, independent and confidential counselling services through via the Employee Assistance Program as further commitment to health and safety.

A7. CONSULTATION AND COMMUNICATION

It is acknowledged that effective working relationships can only be achieved and maintained if appropriate communication and consultation takes place. The parties are committed to communication and consultation and agree that effective mechanisms for communication are fundamental to the achievement of excellence in the workplace, flexibility and job satisfaction.

Where issues relating to the operation of this Agreement are not resolved through this consultation process the Enterprise Agreement Consultative Committee (EACC) may be formed. The EACC shall comprise two employee representatives, preferably from the work group relative to the issue and two employer representatives. The EACC may resolve relevant issues, make suggestions on a range of issues, and monitor the agreement and plan for the next round of enterprise bargaining negotiations.

A8. INTRODUCTION OF CHANGE

This clause applies if Alwyndor has made a definite decision to introduce a major change to production, program, organisation, structure or technology and the change is likely to have a significant effect on Employees.

‘Significant effect’ may include termination of employment, major changes in the composition, operation or size of Alwyndor’s workforce, hours of work or in the skills required, job tenure or change to work location.

Alwyndor must notify the relevant Employees of the decision to introduce the major change. The relevant Employees may appoint a representative in the change process which may include their union.

Where reasonable to do so, Alwyndor will consult with Employees prior to definite decision being made.

Employees will be consulted from the initial stages of the change through to its completion.

Training will be provided for Employees required to use new technology or to deal with changed duties/responsibilities. There will be full, open, honest disclosure of all information relevant to the proposed change, presented in a timeframe which allows meaningful consideration and consultation. However, Alwyndor is not required to disclose confidential information or commercially sensitive information to the relevant Employees.

Natural attrition, redeployment to a position of the same classification level or redeployment to a position of lower classification level with income maintenance and voluntary separation packages will be the preferred means of dealing with displaced employees in situations where organisational changes result in positions no longer being required.

A9. REASONABLE WORKLOAD MANAGEMENT

It is acknowledged that Alwyndor and its Employees have a responsibility to maintain a balanced workload. Alwyndor recognises the adverse effects that excessive workloads may have on Employees and the quality of care/services.

Employee concerns involving workloads may be raised using the Grievance Policy and workload management will be an agenda item at staff meetings on at least a quarterly basis.

A10. DISPUTE AVOIDANCE AND RESOLUTION

Employee grievances shall be dealt with, in the first instance between the Employee and the supervisor/manager of the relevant work area.

Where the issue remains unresolved, the employee and/or their nominated representative, which may be the union, may discuss the matter with the relevant manager and/or the Human Resources Manager.

The above process should be completed within 14 days of the issue first being raised by the Employee.

Should the matter remain unresolved, the Employee and/or their representative may discuss the matter at a mutually convenient time with the General Manager and/or the Human Resources Manager, as the circumstances dictate.

Whilst the matter is being handled in accordance with these procedures, the parties agree that work will continue as normal.

Nothing in the above process shall prevent the parties from raising a matter directly with the General Manager.

Should the matter remain unresolved, the dispute resolution procedures may be access as follows:

- The dispute may be referred by either party to mediation or other alternative dispute resolution process, to be conducted by a person agreed between the parties in dispute. If the parties cannot agree on a mediator, the SAIRC will be used.
- If the mediation is unsuccessful, a party to the dispute may apply to have the matter arbitrated. The arbitration is to be conducted by a person agreed between the parties in dispute. If the parties cannot agree on an arbitrator, the SAIRC will be used.
- If the SAIRC arbitrates the dispute, it may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions it considers necessary to make the arbitration effective.
- The decision of the arbitrator will bind the parties, subject to either party exercising a right of appeal against the decision to the Full Bench if the dispute has been arbitrated by the SAIRC.
- While the dispute resolution procedure is being conducted, work will continue as normal unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.

A11. ANTI-DISCRIMINATION AND FAIR TREATMENT

Treating people fairly has a positive impact on Employees and residents/clients and enhances our reputation as an employer of choice.

Equal Opportunity principles are in line with our aim to get the best from our people and give them the greatest opportunity to do their work well.

Alwyndor is committed to a non-discriminatory work environment, free of discrimination on the basis of:

• Age	• Sex	• Pregnancy
• Association with a child	• Chosen gender	• Caring responsibilities
• Race	• Identity of spouse	• Disability
• Religious appearance or dress	• Sexuality	• Political opinion
• Marital or domestic partnership status	• Religion	• Social origin
• Irrelevant criminal record	• Trade union activity	

Alwyndor will provide equal opportunity in all aspects of employment including recruitment, remuneration, conditions of employment, development, promotion and separation. This means that recruitment, remuneration, development and promotion decisions will be made on the basis of a staff member's merit and/or potential with reference to the job requirements.

A12. AGREEMENT FLEXIBILITY

Notwithstanding any other provision of this Agreement, Alwyndor and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine needs of Alwyndor and the individual Employee.

Alwyndor and the individual Employee must have genuinely made the agreement without coercion or duress.

The agreement must be in the best interests of the Employee, must be in writing, name the parties to the agreement and be signed by Alwyndor and the individual Employee and if the Employee is under 18 years of age, the Employee's parent or guardian.

A13. HEALTHY LIFE, BETTER AGEING

As part of the *Healthy Life, Better Ageing* policy, the Australian Government announced their commitment to developing a policy which ensures that funding is distributed in a way that is flexible, targeted and ensures the viability of aged care providers.

Should this policy impact a condition or entitlement arising from this Agreement, such as wages payable during the life of the Agreement, the parties agree to discussions with the relevant parties, as soon as practicable to discuss the effect and appropriate actions.

A14. NO EXTRA CLAIMS

This Agreement settles all claims in relation to the terms and conditions of employment of the Employees and the parties will not pursue any extra claims during the term of this Agreement.

A15. AVAILABILITY OF AGREEMENT

The Employer must provide a copy of this Agreement in the workplace at convenient locations which may include Alwyndor's intranet.

B DEFINITIONS

For the purposes of this Agreement:

'Act' means the *Fair Work Act 1994 (SA)*.

'Agreement' means the city of Holdfast Bay (Alwyndor Aged Care) Enterprise Agreement 2013-2016.

'AHPRA' means the Australian Health Practitioner Regulation Agency.

'Alwyndor' means Alwyndor Aged Care.

'ANMF' means the Australian Nursing and Midwifery Federation (SA Branch).

'Award' means either the South Australian Municipal Salaried Officers Award, Local Government (Health Services) Award or Nurses (South Australian Local Government Sector) Award as is relevant to the individual employee.

'Commission' means the Industrial Relations Commission of South Australia.

'EACC' means the Enterprise Agreement Consultative Committee.

'Employee' means a person employed by Alwyndor who is covered by this Agreement.

'Employer' means Alwyndor.

'GM' means the General Manager of Alwyndor.

'Immediate family' includes an Employee's spouse, defacto partner, child, parent, grandparent, grandchild or sibling of a spouse or defacto partner of the employee.

'In-service training' means formal and/or informal learning activities provided by the Employer which contribute to the Employee's professional development.

'Mutual Agreement' means agreement that is reached after individuals have been fully informed of the issues under consideration, including alternatives that are available or feasible. Mutual agreement is achieved when managers and employees have entered into arrangements after full and open discussions, free of any coercion.

'SAIRC' means the South Australian Industrial Relations Commission.

'United Voice' means United Voice (South Australian) Branch.

C EMPLOYMENT RELATIONSHIP

C1. ENGAGEMENT

At the commencement of employment, Alwyndor must write to each Employee stating their terms of engagement. In particular, their employment category and minimum hours.

C2. EMPLOYMENT SCREENING

- a. The Employee will participate in all relevant employment screening required to be undertaken by the Employer in accordance with the Employer's policies and at law, including National Criminal Record Checks.
- b. The Employee will disclose to the Employer all information that could impair the Employee's position of trust and integrity, including any criminal convictions or charges, subject to the relevant Spent Convictions Legislation, that could be relevant to the Employee's employment.
- c. The Employee will disclose to the Employer any notifiable disease or conditions that could impact on the Employee's position whilst providing care/services to residents/clients.
- d. The Employee acknowledges and recognises that satisfactory results of a National Criminal Record Check and Pre-Employment Physical Capacity Assessment are fundamental conditions of employment.

C3. PROBATION

Employees (other than casual Employees) will be subject to probationary period ranging from 3 to 6 months depending on the nature of the position. The duration of the probationary period will be confirmed with the Employee prior to their commencement in their letter of employment.

C4. EMPLOYMENT CATEGORIES

- a. Employees may be employed in any of the following employment categories:
 - Permanent (full-time or part-time)
 - Fixed Term (full-time or part-time)
 - Casual
 - Trainee

- b. The ordinary hours of work for a full-time employee are an average of 38 per week worked according to the Employee's fixed hours of duty or work cycle.
- c. A part-time employee is employed to work a regular number of hours of less than 38 per week averaged over a fortnight.

The provision of this Agreement shall apply on a pro-rata basis to any part-time employee.

For the purposes of employees classified according to Schedule 2 of this Agreement, a part-time employee is employed to work a regular number of hours not less than 18 per week averaged over a fortnight.

- d. A fixed term employee is employed for a specific tasks or project on either a full-time or part-time basis for a limited duration, or where employment is facilitated by specific funding.
- e. A casual employee is employed on an hourly basis, as and when required and:
 - Is engaged by the hour;
 - Will be paid for actual time worked;
 - Is not entitled to payment for public holidays not worked, nor payment for paid leave of any type (other than long service leave), nor leave loading or redundancy payments;
 - Is not covered by clause F11 – Rosters;
 - Will be entitled to unpaid parental leave if he/she is an "eligible casual employee" as defined by Clause I7 of this Agreement;
 - Can be terminated by notice to the end of the current shift worked;
 - Is entitled to casual loading as defined by Clause H1 of this Agreement.
- f. It is Alwyndor's policy to utilise casual and/or agency staff for the purpose of supplementing its permanent workforce as required.

C5. REVIEW OF PART-TIME AND CASUAL EMPLOYEES

- a. A part-time employee may request the Employer to review their hours of work once every six months, where the Employee is regularly working more than their specified contract hours at the request of the Employer.
- b. A casual employee who has worked on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment.
- c. The Employer may consent or refuse such a request, but must not unreasonably withhold agreement to such a request, taking into account the following:
 - The operational requirements of the Employer;
 - The pattern of hours;

- Whether the increase in hours is the direct result of an Employee being absent on leave;
 - Whether the increase in hours is due to a temporary increase in hours, for example, because of the specific needs of a resident/client or service.
- d. The need to review the contract hours, or request for conversion to part-time employment will be initiated by the Employee in writing.

C6. CONTINUOUS SERVICE

- a. Except as otherwise indicated, service is deemed to be continuous despite:
- Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement;
 - Absence of the employee from work for any cause by the Employer;
 - Absence from work on account of illness, disease or injury;
 - Absence with reasonable cause. Proof of reasonable cause lies with the Employee;
 - 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 (SA)*;
 - 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;
 - 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;
 - 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;
 - 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.
- b. Where an employee's continuity of service is preserved, the period of absence is not to be taken into account for calculating the Employee's service unless the Employee receives pay for the period.

C7. EMPLOYEE REPRESENTATIVES

- a. Alwyndor recognises the right of all Employees to belong to, or not belong to a union and to be represented.

- b. Alwyndor will provide recognised employee representatives with reasonable time during working hours, to undertake their work as employee representatives, which may include meetings and the use of Alwyndor facilities.
- c. Employee representatives will have access to paid training leave of 5 days per year to improve their skills and knowledge in relevant areas, such as workplace relations, communication, or dispute resolution. An employee representative must provide details of the training, four weeks prior to its commencement.

D FLEXIBLE WORK ARRANGEMENTS

Alwyndor seeks to be a responsive, flexible organisation which provides excellent care/services to its residents and clients. Support will be given to employees in balancing their work and life commitments as far as is reasonable, taking into consideration the Employee's personal situation and the operational needs of the Employer. It is recognised that balancing these needs will create a more effective, productive and harmonious workplace.

Work life balance initiatives may include:

- Part-time work;
- Career breaks;
- Job-share;
- Working from home;
- Purchased extra leave;
- Paid parental leave;
- Flexible return to work options;
- Transition to retirement for mature-aged employees.

Alwyndor maintains a suite of contemporary HR policies and procedures which support many of the above initiatives.

Employees may discuss flexible work arrangements with their manager or the HR Manager.

E EMPLOYMENT CLASSIFICATIONS

E1. INTRODUCTION

Upon engagement, an employee will be classified according to the respective employment classifications for the relevant professional group included in the attached Schedules.

E2. BROADBANDING

- a. Broadbanding is an initiative that supports Alwyndor's career progression and retention strategies.
- b. A Broadband may be the combination of two or more classifications or salary bands into a single designation.
- c. Broadbanding may occur as a result of an employee acquiring a qualification, knowledge and/or skills at a higher level than their current classification. Where it is in Alwyndor's best interests for the Employee to apply this qualification/knowledge/skill in the workplace, a Broadband arrangement may be considered.
- d. A Broadbanding arrangement involving an Enrolled or Registered Nurse must be consistent with the relevant 'scope of practice' established by APHRA.
- e. A Broadbanding arrangement must be approved by the General Manager. Approval will be subject to:
 - Alwyndor's operational requirements;
 - An appropriate advancement strategy being developed in consultation with the Employee and, where they choose, their nominated representative.
- f. Advancement within the broadband levels will usually be subject to:
 - Satisfactory assessment of the Employee's performance and behaviour;
 - Adherence to Alwyndor's Values and Code of Conduct;
 - The completion of specified training or qualifications.

Advancement beyond the broadband will be subject to:

- Job availability;
- The assessment of the Employee's performance and behaviour being satisfactory;
- Adherence to Alwyndor's Values and Code of Conduct;
- The completion of specified training or qualifications.

F HOURS OF WORK

F1. ORDINARY HOURS OF WORK

- a. The ordinary hours of work of a full-time employee will be worked on the basis of:
 - 38 hours within a work cycle of 7 days;
 - 76 hours within a work cycle of 14 days;
 - 114 hours within a work cycle of 21 days;
 - 152 hours within a work cycle of 28 days.
- b. The ordinary hours of work for each shift will consist of no more than 7.6/8 hours.

- c. These provisions may be varied by agreement to enable the provision of care/services in an emergency or due to employee absences.
- d. Further information specific to the relevant professional group is included in Schedules 1-4.

F2. ARRANGEMENT OF HOURS

- a. Employees are entitled to be free from duty on four full days in each fortnight or eight full days in each four week roster cycle and these are referred to as Rostered Days Off. Every effort will be made for these days to be consecutive, unless otherwise agreed.
- b. Employees must not work more than seven consecutive days.
- c. At the request of an employee, the Employer and the Employee may agree to alter the arrangement of hours.

F3. MINIMUM HOURS

- a. Full-time employees will receive a minimum payment of 4 hours at the Employee's basic rate of pay for each start in respect of ordinary hours of work.
- b. Part-time employees will receive a minimum payment of 2 hours at the Employee's basic rate of pay for each start in respect of ordinary hours of work.
- c. Casual employees will receive a minimum payment of 2 hours at the Employee's basic rate of pay for each start in respect of ordinary hours of work.
- d. Clauses (a), (b) and (c) do not apply to Community Services Careworkers engaged in home based care.
- e. Alwyndor will ensure that there is provision for handover in the residential care facility between employees at the commencement of each shift to ensure relevant operational information is contiguous.

F4. MINIMUM BREAKS BETWEEN SHIFTS

- a. Unless otherwise agreed, Employees must receive a minimum break of eight hours between shifts or ten hours between broken shifts (Careworkers and Community Services Nurses only).
- b. When the minimum break referred to above has not been provided and the next shift is due to commence, the Employee:
 - Should be released from that part of the next shift without loss of pay until the required minimum break between shifts has been met, or
 - If the Employee agrees to work without the appropriate break, the Employee will be paid at overtime rates as set out in Clause F8 until they are released from duty. Once released from duty, the Employee will be entitled to be absent from work until they have had their appropriate break without loss of pay for the working time occurring during such an absence.

F5. BREAKS

- a. Employee are entitled to a paid rest break each working day as follows:
- One 10 minute break in each 4 hour period where the Employee works less than 7.6 hours; or
 - Two 10 minute breaks, or one 20 minute break (if agreed to by the Employer), where the Employee works 7.6 hours or more.

Rest breaks will count as working time.

- b. Employees are entitled to an unpaid meal break each working day as follows:
- Between 30 and 60 minutes where the Employee's shift is 10 hours or less; or
 - Two 30 minute breaks, or one 60 minute break (if agreed to by the Employer), where the Employee's shift is more than 10 hours.

Employees must not be required to work more than 5 hours continuously before taking the meal break.

Meal breaks will not count as working time.

Where an employee's meal break is interrupted due to operational needs, the employee will resume their meal break as soon as practicable.

If an employee is unable to leave the premises during their unpaid meal break or complete their unpaid meal break free from duty due to operational needs, they will receive the appropriate payment for the time worked, including overtime. They will also receive the meal allowance prescribed by Clause G5 of this Agreement.

F6. BROKEN SHIFTS

- a. A broken shift means a single planned shift worked by an employee that includes one or more breaks in excess of that provided for meal breaks.
- b. A broken shift may only be worked by mutual agreement.
- c. The time between the commencement and termination of the broken shift must not exceed 12 hours.
- d. For broken shifts worked, employees will be paid an additional 10% on their basic rate of pay unless the second part of the broken shift finishes at or after 7.30pm, then the additional payment will be 15% on their basic rate of pay, payable for the second part of the broken shift.
- e. The additional payment prescribed in Clause (d) does not apply where the arrangement for the broken shift is at the request of the employee.
- f. Any hours worked outside the 12 hour span of the broken shift will be paid at double time, or at double time and a half in the case of a public holiday.
- g. The Employer may require an employee to work broken shifts in the following circumstances:

- In an emergency – including staff absence; or
 - During a continuous period of up to 4 weeks.
- h. This clause does not apply to nurses employed in the residential care facility.

F7. REASONABLE ADDITIONAL HOURS

- a. The operational requirements of the Employer will, on occasion, require some employees to work reasonable additional hours.
- b. All hours worked over an average of 76 ordinary hours per fortnight or 152 hours per four week period in accordance with the employee's roster cycle, will be additional hours.
- c. Part-time employees may be asked to work reasonable additional hours beyond their contracted number of hours, up to 76 hours per fortnight or 152 hours per four week period in accordance with their roster cycle.
- d. All additional hours worked by the employee and approved by the Employer will be paid for in accordance with this Agreement.
- e. An Employee is required to work the additional hours unless the hours are unreasonable taking into account:
- Any risk to the Employee's health and safety;
 - The Employee's personal circumstances including any family responsibilities;
 - The operational requirements of the workplace;
 - The notice (if any) given by the Employer of the additional hours and by the Employee of his or her intention to refuse to work the additional hours;
 - Whether any of the additional hours are on a public holiday; and
 - The Employee's hours of work over the preceding 4 weeks before the requirement or request to work the additional hours.

F8. OVERTIME

- a. All overtime (including time in lieu of overtime) must be agreed to by the Employer prior to such overtime being worked.
- b. Subject to this clause, all hours worked by Employees outside the ordinary hours will be paid at their basic rate of pay at:
- Time and one half (150%) for the first 3 hours and then double time (200%);
 - Double time (200%) for all overtime worked on Sunday; or
 - Double time and one half (250%) for all overtime worked on Public Holidays.
- c. Employees will be entitled to overtime where the total hours worked exceed 76 hours in a fortnight or 152 hours per 4 week period, according to their roster cycle.
- d. All employees will be entitled to overtime for any shift in excess 7.6 or 8 hours according to their roster cycle with the exception of any 10 hour rostered shift.
- e. If an employee agrees to work without an appropriate break as set out in clause F4, they will be paid overtime rates as set out above.
- f. Employees who are recalled to work overtime after leaving the Employer's place of work must be paid a minimum of 3 hours at the applicable overtime rate and

Employees will not be required to work the full 3 hours if work is completed earlier, except in unforeseen circumstances.

This does not apply to employees working broken shifts – Clause F6.

g. For the purposes of assessing overtime:

- Each day stands alone; however
- Where overtime worked is continuous and extends beyond midnight, all overtime hours will be considered as one day.

h. This clause does not apply to Community Services Coordinators in regard to On-call. Refer to Schedule 3 of this Agreement.

F9. PUBLIC HOLIDAYS

- a. The parties acknowledge that the nature of the work performed by the Employee, the type of employment and the nature of the Employer's workplace will require some Employees to work on Public Holidays. Public Holidays will be those days as defined by the *Holidays Act 1910 (SA)*.
- b. An employee who is rostered to work and does work on a Public Holiday will be paid double time and a half (250%) for the time worked, i.e. an additional 150%. This amount is instead of other penalties that would usually apply such as shift and weekend allowances.
- c. A casual employee who works on a Public Holiday will be paid the appropriate penalty rate, usually an additional 150% above the relevant casual loading. Refer to Clause H1 for casual loading rates.
- d. An employee who would normally work on a day that is a Public Holiday but is not required to work because it is a Public Holiday will be paid their basic rate of pay for their normal number of hours.
- e. If a day or part-day is substituted for a day or part-day that would otherwise be a Public Holiday, then the substituted day or part-day will be deemed to be the Public Holiday.

F10. ATTENDANCE AT MEETINGS

Employees may be required, from time to time, to attend compulsory meetings which may fall outside the ordinary hours of work (by exception). Employees will be entitled to receive ordinary pay per hour or equivalent time off in lieu for the actual time spent in attendance at such meetings.

F11. ROSTERS

- a. This clause applies to employees who have no fixed hours of duty.
- b. At least two weeks prior to the start of the roster period, the ordinary hours of work for shift workers must be:
 - Displayed on a roster in a place accessible to employees; or

- Communicated to the employee in writing (including by electronic means).

The Employer is not obliged to display or communicate any roster of ordinary hours of work for casual employees or relieving staff.

- c. The ordinary hours of work for Community Support Workers will be displayed 7 days prior to the start of the roster period.
- d. The Employer may alter and communicate changes in the roster at any time if there is a genuine need, such as unplanned employee absences or emergencies.
- e. It is Alwyndor's policy to offer any additional shifts to existing employees before utilising agency staff, provided that Alwyndor does not incur any additional costs by doing so, and the Health and Safety of the employee is not compromised.

G ALLOWANCES

G1. SHIFT, WEEKEND AND PUBLIC HOLIDAY ALLOWANCES

- a. The allowances applicable to shift work and work on weekends are set out in the attached schedule for the relevant professional group.
- b. The allowance applicable to work on public holidays is set out in Clause F9.

G2. VEHICLE/TRAVELLING ALLOWANCE

Subject to the Employer being satisfied that the employee has incurred the expenses:

- Where an employee is called upon and agrees to use their private vehicle for work-related travel, the employee will be paid an allowance of 75 cents per kilometre; or
- Where an employee is required to use public transport for work-related travel, the employee is to be reimbursed the actual expenses reasonably incurred for such travel.

The payment will exclude travel from the Employee's home to the first place of work and the Employee's return to home at the end of duties.

G3. HIGHER DUTIES ALLOWANCE

An employee who is required to perform the duties of a position carrying higher salary than their normal classification will be paid for all time worked at the relevant rate for the higher position.

G4. UNIFORMS AND PROTECTIVE CLOTHING

Where the Employer requires an employee to wear a distinctive uniform, the employee will be provided with a uniform allowance of \$5.00 per week, pro-rated according to hours worked.

Where an employee is required to wear protective clothing it will be provided free of cost.

Uniform allowance is not payable where the uniform is provided.

G5. MEAL ALLOWANCE

Where an employee is required to work more than 2 hours overtime, (Clause F8), or has been unable to leave the premises or complete their meal break, (Clause F4 (b)), the employee is entitled to a meal allowance of \$13.00.

This provision does not apply if the employee has been provided with 24 hours' notice of the requirement to work or where Alwyndor provides a suitable meal.

H REMUNERATION AND BENEFITS

H1. REMUNERATION

- a. An employee's remuneration will be paid fortnightly in arrears by electronic transfer in accordance with the Act and Regulations.
- b. Full-time and part-time employees are entitled to be paid the basic rate of pay from their respective salary schedule, according to their employment classification for all ordinary hours worked.
- c. An employee's hourly rate will be calculated as follows:
 - Annual salary multiplied by 12 divided by 313, rounded to the nearest 10 cents, divided by 76.
- d. Casual employees are entitled to be paid the basic rate of pay from their respective salary schedule, according to their employment classification, plus a casual loading of 24% for all ordinary hours worked.

The casual loading will increase to 25% with effect from 1 July 2014.

H2. SALARY INCREASES

- a. The Employer is committed to providing salary increases that reward Employees for their efforts and that are aligned to industry standards.
- b. An unexpected change to Alwyndor's business priorities between October 2013 and February 2014 resulted in an extended timeframe for completion of this Agreement. Subsequently, Alwyndor provided Employees with an interim salary increase of 3.25% on 10 December 2013, paid retrospectively as follows:

- City of Holdfast Bay and Alwyndor Aged Care Employee 24 June 2013
Enterprise Agreement 2010
- City of Holdfast Bay and (Alwyndor Aged Care) and ANF 1 July 2013
Nursing Employees Enterprise Agreement 2010
- LHMU – City of Holdfast Bay (Alwyndor Aged Care) Union 1 July 2013
Collective Agreement 2007

Salary increases for the life of the Agreement inclusive of this 3.25% are defined in Schedules 1-4.

- c. Any increases in rates of pay by the SAIRC effective during the term of this Agreement may be absorbed into the salary increases set out in Schedules 1-4.

H3. OPTION FOR ANNUALISED SALARIES

- a. Alwyndor wishes to provide flexible remuneration arrangements for employees by making the option available for an employee to receive an annualised salary.
- b. Annualised salary means that some or all of the allowances, leave loading and other additional benefits which the Employee might have received are rolled up with their basic rate of pay and paid fortnightly as an average. The Employee receives the benefits whether or not they were actually entitled to them in that pay period.
- c. If Alwyndor and an employee agree to an annualised salary, a written agreement will specify terms such as which clauses of the Agreement no longer apply while the arrangement is in place. These may include:
 - Overtime
 - Allowances
 - Annual Leave Loading
 - Kilometre reimbursement and travel time specific to Community Services Careworkers
- d. If Alwyndor and an employee make such an agreement, the annualised salary must be equal to or better than the relevant terms and conditions of this Agreement.

H4. SALARY PACKAGING

- a. Alwyndor has made salary packaging arrangements available for those employees who wish to take advantage of the benefits.
- b. Employees (except some casual employees) are able to package and structure their remuneration in accordance with the Employer's salary packaging policy.
- c. If existing taxation law is changed and that change impacts salary packaging arrangements, or Alwyndor's PBI status is revoked, Alwyndor may discontinue the arrangements and will not be liable to compensate employees for any differences incurred.

- d. The Employer will give at least three months written notice of any change or cancellation to the salary packaging arrangements, unless it is reasonably unable to do so.

H5. SUPERANNUATION

- a. Alwyndor will make superannuation contributions as nominated by the Employee, to either Statewide Super or HESTA, who are both approved complying superannuation funds in accordance with the Superannuation Guarantee (SG) legislation.
- b. Should an Employee fail to nominate a fund, the Employer will make superannuation contributions into the Employer's default fund (Statewide Super).
- c. Alwyndor supports those Employees who wish to make voluntary contributions to superannuation. Employees make contribute an agreed percentage or prescribed amount of their pre-tax salary to their nominated superannuation fund.

H6. SALARY ADJUSTMENTS

During the Employee's employment and on termination, Alwyndor may withhold from any payment due to the Employee, any amount owed by the Employee to the Employer. The Employer will notify the Employee in writing of the amount owed and the recovery process.

H7. INSURANCE

- a. Alwyndor will maintain journey insurance cover which will apply in respect of an Employee's travel to and from work.
- b. Alwyndor will collect an annual premium from Employees who elect to participate in 24-hour journey insurance cover.
- c. If an employee has an accident in their private vehicle whilst on employer business, the employee will be required to claim costs through their own insurance cover.

I LEAVE

I1. LEAVE ENTITLEMENTS

- a. Employees are entitled to the leave provided in the Act and this Agreement (as set out below) and such leave will be administered in accordance with the Employer's policies.
- b. For all periods of authorised paid leave, Employees are entitled to be paid their basic rate of pay.
- c. Part-time employees are entitled to leave on a pro-rata basis.
- d. Casual employees have no entitlement to leave other than unpaid personal leave, unpaid compassionate leave and long service leave according to Clause I9.

- e. Eligible casual employees as defined by the Act, have an entitlement to unpaid parental leave.

12. ANNUAL LEAVE

- a. Employees are entitled to annual leave for each year of service, to be taken at a time that is mutually agreeable between the Employer and the Employee.
- b. All full-time and part-time employees who work between Monday and Friday are entitled to 4 weeks annual leave. Leave accrues each completed 4 week period of continuous service at 1/13th the number of nominal hours worked for that period.
- c. All full-time and part-time employees who are regularly rostered to work on Saturdays and/or Sundays and Public Holidays, but who are not rostered to work on identified other days of the week, shall be entitled to 5 weeks annual leave for each completed year of service.
- d. All full-time and part-time employees who are regularly rostered to work over 7 days of the week, including Sundays and Public Holidays are entitled to 6 weeks annual leave for each completed year of service.
- e. The entitlements prescribed in sub clauses 12 (b) and (c) will apply subject to the following provisions:
 - The current practice of the Employer regarding Employees working no more than 6 consecutive days (shifts) will continue; and
 - The current practice of the Employer of rostering Employees over 6 days of the week with one (1) identified day accepted as never to be worked will continue.
- f. The Employer may direct an Employee to take a period of annual leave where they have accrued an excessive amount of leave, normally more than 8 weeks.
- g. Payment of annual leave in lieu, except in the case of termination of employment will only occur in special circumstances at the discretion of the General Manager.

13. ANNUAL LEAVE LOADING

- a. Full-time and part-time employees are entitled to annual leave loading of the greater of:
 - 17.5% on four weeks of the Employee's basic rate of pay; or
 - Any shift and weekend allowances that they would have been paid had they not been on leave.
- b. Upon termination, Employees are entitled to be paid annual leave loading for any accrued but untaken leave.

14. PAID PERSONAL LEAVE (SICK AND CARER'S LEAVE)

- a. Full-time employees are entitled to 10 days paid personal leave for each year of service.

- b. Part-time employees are entitled to 10 days pro-rated paid personal leave for each year of service.
- c. Personal leave is either:
 - Sick leave taken by an Employee because the Employee is not fit for work because of a personal illness or personal injury effecting the Employee; or
 - Carer's leave taken by an Employee to provide care or support to a member of the Employee's immediate family or a member of the Employee's household who requires care or support because of a personal illness or a personal injury affecting the member or an unexpected emergency affecting the member.
- d. Any unused personal leave accrues each year.
- e. The Employee will, at the request of the Employer, provide a medical certificate, statutory declaration or other reasonable evidence of their sickness, or in the case of carer's leave, the sickness of the Employee's immediate family member or household and the need for the Employee's care.
- f. Unless required by the Employer, up to 3 days of personal leave absence may occur without the production of a medical certificate, statutory declaration or other reasonable evidence.

15. UNPAID PERSONAL LEAVE

- a. For casual employees, or if paid personal leave has been used, Employees are entitled to up to 2 days unpaid carer's leave per permissible occasion.
- b. Unpaid carer's leave can be taken by an Employee to provide care or support to a member of the Employee's immediate family or a member of the Employee's household who requires care or support because of a personal illness or a personal injury of the member or an unexpected emergency effecting the member.
- c. The employee will, at the request of the Employer, provide a medical certificate, statutory declaration or other reasonable evidence of their sickness, or in the case of carer's leave, the sickness of the Employee's immediate family member or household and the need for the Employee's care.

16. COMPASSIONATE/BEREAVEMENT LEAVE

- a. Employees are entitled to compassionate leave:
 - For the purposes of spending time with a person who is a member of the Employee's immediate family or household and has a personal illness or injury that poses a serious threat to his or her life; or
 - After the death of a member of the Employee's immediate family or household.
- b. Full-time or part-time employees are eligible for up to three days paid compassionate leave per occasion.
- c. Casual employees are entitled to unpaid compassionate leave.

- d. If any additional compassionate leave is required, employees may utilise any other form of leave as appropriate or apply for leave without pay.
- e. The Employee will, at the request of the Employer, provide evidence that would satisfy a reasonable person to substantiate the reason for leave.

17. UNPAID PARENTAL LEAVE

- a. Parental leave comprises maternity, partner and adoption leave.
- b. The provisions of this clause should be read in conjunction with Alwyndor's Parental Leave Policy and Procedure.
- c. An eligible employee must have completed 12 months of continuous service with Alwyndor. This includes casual employees if they have been employed on a regular and systematic basis for a sequence of periods over at least 12 months.
- d. An employee may take up to 12 months of unpaid parental leave. If an employee wishes to take more than 12 months leave, the employee may request a further period of up to 12 months from the Employer. The Employer may refuse the request if there are reasonable business grounds to do so.
- e. Parental leave is only available to employees who have or will have responsibility for the care of a child and must be associated with the birth of a child to the employee, the employee's spouse or defacto partner, or the placement of a child under 16 with the employee for adoption.
- f. The employee must inform the Employer of their intention to take parental leave by giving at least 10 weeks written notice and specifying the start and end dates of the leave.
- g. Generally Parental leave must be taken in a single continuous period.
- h. In the case of a pregnant employee, leave usually commences 6 weeks before the expected date of birth. If the employee is not giving birth to the child, leave starts on the date of birth or placement.
- i. The period of parental leave will be reduced by any period of parental leave the Employee's spouse/partner takes, excluding concurrent parental leave.
- j. If an employee provides evidence that they are fit for work, but it is inadvisable for them to continue in their present position during a period because of illness or risks arising out of the pregnancy, or hazards connected with their job, the employee must be transferred to an appropriate safe job, without change to their terms and conditions of employment.
- k. If there is no appropriate safe job available, the employee is entitled to paid 'no safe job leave' for the risk period, to be paid at their base rate of pay for ordinary hours of work during the risk period.

Where the Employer has reasonable concerns about the Employee continuing in her present position because of illness or injury arising out of the Employee's pregnancy, or hazards connected with the position, the Employer may request that the Employee provides a medical certificate from a registered medical practitioner confirming her suitability to continue.

- l. An employee must return from a period of parental leave to access a further period of parental leave.

I8. PAID PARENTAL LEAVE

- a. Employees are entitled to up to 9 weeks paid parental leave as part of their parental leave absence.
- b. In addition, employees may have an entitlement to paid parental leave via the Australian Government Paid Parental leave scheme.

I9. LONG SERVICE LEAVE

- a. Employees, including eligible casual employees, are entitled to long service leave in accordance with the *Long Service Leave Act 1987 (SA)* after completing 10 years of continuous service.
- b. With agreement from the Employer, an Employee with 7 or more years continuous service who has become entitled to pro-rata long service leave, may access their pro-rata entitlement either as leave taken, or to 'cash-out'.

I10. PURCHASED EXTRA LEAVE (PEL)

- a. Purchased extra leave enables an employee to access one or two additional weeks leave in a given year in exchange for a proportional reduction in their salary over a 12 month period, (1 July to 30 June).
- b. A request for purchased leave must be initiated by an employee and may be approved by the Employer subject to operational requirements.
- c. An employee wishing to purchase leave must apply in writing by 1 June each year and include whether the leave purchased will be one or two weeks. Under such an agreement, the employee's salary will be reduced at the rate of 1.92% for each week or leave purchased.
- d. Annual leave entitlements will always be exhausted before the Employee's purchased leave will be accessed.
- e. All purchased leave must be accessed by the end of the 12 month period (i.e. by 30 June each year). If any leave purchased is not used at the end of a 12 month period, or the Employee wishes to cease the arrangement, the foregone salary (if any) will be re-credited and paid to the Employee.
- f. Superannuation entitlements will be calculated on the pre-reduction salary and leave loading does not apply to purchased leave.

I11. JURY SERVICE/WITNESS LEAVE

If an employee is required to attend for jury service, or is required to appear as a witness in any case, leave will be granted at ordinary pay, but the Employee will forfeit to Alwyndor any jury fee received other than daily incidentals. This leave includes necessary travelling.

I12. SPECIAL DISASTER LEAVE

- a. Employees are entitled to special disaster leave when they are absent from duty as a direct result of floods, cyclonic disturbances, bushfires or earthquakes, to initially address their personal domestic situation.

- b. An Employee will be paid for the first day of special disaster leave and may apply for any remaining days taken to be paid from the Employee's annual leave or long service leave balance.

I13. CEREMONIAL LEAVE

- a. Any reference to paid leave in this clause applies to all staff other than casuals.
- b. In any one year period, an Employee may take up to 3 working days unpaid leave for an absence for the purpose of fulfilling cultural requirements and obligations that are a recognised part of your identified or adopted culture or one with which your partner, family and/or community group identifies.
- c. In addition to the above, if you identify with and are accepted as a member of an Aboriginal or Torres Strait Island community, you will be entitled to 10 days leave without pay in every two year period for ceremonial or cultural purposes.

I14. LEAVE WITHOUT PAY

- a. Leave without pay is available only in exceptional circumstances when all accrued annual, paid personal or long service leave has been exhausted. The requirements and circumstances for leave without pay must be discussed with and approved by, the Employer, whose approval may be withheld at their absolute discretion.

If a period of leave without pay exceeds 14 days, the entire leave without pay period will not count for service-based entitlements including long service, personal and annual leave, or redundancy.

J STAFF TRAINING AND DEVELOPMENT

J1. PERFORMANCE DEVELOPMENT REVIEW (PDR)

- a. PDR's will be conducted annually, generally in October.
- b. PDR is a structured discussion based on an employee's job role and development needs. Generally, the employee's supervisor/team leader/manager will facilitate the process.

Performance and learning objectives established at the commencement of the PDR are the focus of the discussion and assessment.

- c. The PDR process is not a disciplinary tool. However, where the outcome of the PDR is below the required standard, a Performance Improvement Plan (PIP) may be developed which will include any training or mentoring required and a relevant review date. Underperformance issues will not be included as part of the PDR discussion.
- d. Unresolved or continuing issues must be managed within Alwyndor's counselling and disciplinary policies and procedures.

Alwyndor will maintain counselling and disciplinary policies and procedures which are procedurally fair and which satisfy the rules of natural justice. The rules of natural justice and procedural fairness will depend on the facts and circumstances

of each individual case. However, the basic principles that apply to all situations are:

- the opportunity to be heard;
- an unbiased decision maker; and
- the decision is based on reasonable evidence.

J2. TRAINING

- a. Employees will be given ongoing training, relevant to their roles and responsibilities as necessary.
- b. Where practicable, training will be provided to Employees during their normal rostered hours of work. Where it is not:
 - Employees will attend training outside their normal rostered working hours when required to do so by the Employer;
 - The Employer will aim to provide Employees with two weeks' notice of the requirement to attend training outside of their normal rostered working hours.
- c. Mandatory training will be paid at the Employee's shift rate if on duty, or at the ordinary rate of pay if the Employee attends in their own time.
- d. A casual employee who attends for mandatory training in their own time will be paid the appropriate casual rate of pay.

J3. PROFESSIONAL DEVELOPMENT AND STUDY ASSISTANCE

- a. The Employer seeks to support educational opportunities which ensure that Employees are able to effectively contribute to the Employer's best practice objectives.
- b. Professional development may be achieved through a formal course of study at a recognised institution, or through development activities, including but not limited to:
 - Management or executive programs;
 - Conferences and seminars;
 - Competency-based coaching and mentoring
- c. Employees may access up to 2 days paid professional development leave per year for courses related to work and approved by the Employer. Such leave is not applicable to casual employees, will not accrue year to year and will be pro-rated for part-time employees.
- d. Prior approval for the course, conference, seminar or development activity must be granted by the Employee's manager.
- e. Employees may apply for study assistance, where the proposed course of study is relevant to their current position, or their career pathway. An application for study assistance must be supported by the Employee's manager and must be approved at the discretion of the General Manager.

f. Study assistance may include:

- Up to 5 hours paid leave per week, or
- Reimbursement of subject fees not exceeding \$550 per semester.

K TERMINATION OF EMPLOYMENT

K1. RESIGNATION

Employees may resign from their employment by giving the following notice:

Employee's period of continuous service	Notice
Not more than 1 year	One week
More than 1 year but not more than 3 years	Two weeks
More than 3 years but not more than 5 years	Three weeks
More than 5 years	Four weeks
Casual Employee	To the end of the current shift

K2. TERMINATION ON NOTICE

a. The Employer may terminate the Employee's employment by giving the following written notice, or payment in lieu of such notice:

Employee's period of continuous service	Notice
Not more than 1 year	At least one week
More than 1 year but not more than 3 years	At least two weeks
More than 3 years but not more than 5 years	At least three weeks
More than 5 years	At least four weeks

If the Employee is over 45 years of age and has completed at least two years of continuous service with the Employer, the Employee is entitled to an additional week's notice.

- b. The Employer may terminate the employment of a casual Employee by giving notice to the end of the current shift worked.
- c. The Employer may terminate the employment of an Employee during their probationary period by giving one week's written notice, or payment in lieu of such notice.

K3. SUMMARY TERMINATION (WITHOUT NOTICE)

The Employer may, without notice, summarily dismiss an Employee at any time for serious misconduct or wilful disobedience. Payment is up to the time of dismissal only.

K4. ABANDONMENT OF EMPLOYMENT

- a. Where an Employee is absent from work, the onus is on the Employee to notify the Employer as soon as possible on the day of absence.
- b. Where the Employee is absent from work for a continuous period of two working days without the consent of, and without notification to the Employer, the Employer may inform the Employee in writing that unless the Employee provides a satisfactory explanation for his or her absence, the Employee will be considered to have abandoned employment and their employment will be terminated.

K5. REDUNDANCY

- a. Redundancy occurs where the Employer has made a definite decision that the Employer no longer has a business/operational requirement for the position and this is not due to the ordinary and customary turnover of labour.
- b. Upon termination of the Employee's employment due to redundancy, the Employer will pay the Employee 8 weeks' pay in lieu of notice, plus 3 weeks' pay for each full year of continuous service for Alwyndor Aged Care, up to a maximum of 104 weeks.
- c. The Employee is not entitled to notice or redundancy pay where:
 - The Employee's position is redundant and the Employee is offered employment in another position comparable in status and remuneration to their position; or
 - Part or all of the Employer's business is transmitted by way of sale, assignment or succession, and the Employee is offered employment with the purchaser, assignee or successor of the business (or part) on terms that overall are no less favourable than provided for in this Agreement.
- d. For the purposes of this clause, "continuous service" means an Employee's service with the Employer during the whole of the period, including a period of authorised paid leave. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an Employee but are not to be taken into account.
- e. For the purposes of this clause "weeks' pay" means the greater of:
 - The Employee's basic rate of pay (excluding overtime), plus the following allowances (where applicable), broken shift allowance, shift and weekend work allowances; or
 - The Employee's average actual weekly earnings over the preceding twelve months from the date of termination.

L SIGNATORIES

Signed on behalf of the City of Holdfast Bay (Alwyndor Aged Care)

Signature:
Name in full:
Authority to sign:
Date:/...../.....
Witness:

Signed on behalf of the City of Holdfast Bay (Alwyndor Aged Care) Employees

Signature:
Name in full:
Authority to sign:
Date:/...../.....
Witness:

Signed on behalf of The Australian Nursing & Midwifery Federation (SA Branch)

Signature:
Name in full:
Authority to sign:
Date:/...../.....
Witness:

Signed on behalf of United Voice (SA Branch)

Signature:
Name in full:
Authority to sign:
Date:/...../.....
Witness:

SCHEDULE ONE – SPECIFIC PROVISIONS FOR NURSES**A RATES OF PAY (ANNUAL)**

Classification		Current	First full pay period on or after		
			1-Jul-13	1-Jul-14	1-Jul-15
			3.25%#	3.25	3.25
EN Certificate*	Year 1	43,953			
	Year 2	44,531			
	Year 3	45,465			
	Year 4	46,410			
	Year 5	47,349			
	Year 6	47,744			
	Year 7	48,138			
Enrolled Nurse*	Year 1	44,030	45461	46938	48463
	Year 2	44,977	46439	47948	49506
	Year 3	45,919	47411	48952	50543
	Year 4	46,874	48397	49970	51594
	Year 5	47,822	49376	50981	52638
	Year 6	48,220	49787	51405	53076
	Year 7	48,615	50195	51826	53510
RN Level 1	Year 1	47,819	49373	50978	52635
	Year 2	50,121	51750	53432	55169
	Year 3	52,504	54210	55972	57791
	Year 4	54,865	56648	58489	60390
	Year 5	57,213	59072	60992	62974
	Year 6	59,565	61501	63500	65564
	Year 7	61,913	63925	66003	68148
	Year 8	64,260	66348	68504	70730
	Year 9	66,619	68784	71019	73327
RN Level 2	Year 1	66,619	68784	71019	73327
	Year 2	68,174	70390	72678	75040
	Year 3	69,738	72004	74344	76760
	Year 4	71,306	73623	76016	78487
RN Level 3	Year 1	74,237	76650	79141	81713
	Year 2	76,000	78470	81020	83653
RN Level 4	Year 1	77,763	80290	82899	85593
	Year 2	79,525	82110	84779	87534

#3.25% increase paid on 10 December 2013 retrospectively to the first full pay period after 1 July 2013. Refer Clause H2.

***Enrolled Nurses**

On agreement, all enrolled nurses will be subject to the single salary structure, previously classified as EN Diploma. Employees previously classified as EN Certificate will translate to the corresponding year level, retaining their increment date.

B SALARY ON APPOINTMENT

- a. On appointment an RN or an EN will be paid a rate of salary which is consistent with the Employee's relevant continuous experience since being recognised by APHRA.
- b. On appointment, an Employee must provide satisfactory evidence of previous continuous employment, as determined by the Employer. An Employer will, when provided with evidence by an Employee, accept, reject or request further particulars to establish continuous experience:
 - Absences of less than 5 years from active nursing relevant to the classification will be included as relevant continuous experience;
 - Absences greater than 5 years from active nursing relevant to the classification will be taken into account where the employee has successfully completed a refresher course approved by APHRA but will be subject to a reduction of one year on the relevant salary scale;
 - Completed months will be taken into account;
 - Service averaging less than fifteen hours per week in any year will not count;
 - Service at a higher classification will count.

C PROGRESSION AND ADVANCEMENT

- a. Employees may progress between levels following 1786 actual ordinary hours of work in a calendar year. Advancement to the next level will occur following 12 months at the previous year level.
- b. Progression between levels will be subject to the acquisition and demonstration of skills and knowledge as defined in the relevant classification criteria.
- c. An Employee's progression may be deferred or refused by the Employer, provided that any deferral or refusal is referable only to the relevant classification criteria and is not unreasonable nor arbitrarily imposed by the Employer. It will be unreasonable if the Employer refused to provide training and/or opportunities which support an Employee's advancement.
- d. An EN, other than an EN, year 2, may be entitled to accelerated advancement by one pay point:
 - For possession of a post-enrolment qualification recognised by the Employer; or
 - On completion of a post-enrolment course recognised by the Employer where such an Employee is required to perform duties to which such training is directly relevant; and
 - On one occasion

- e. An RN-1 may be entitled to progress to the next pay point as follows:
- On registration in another branch of nursing; or
 - Successful completion of a relevant post-registration course; and
 - On one occasion.

D RECLASSIFICATION

Any request for a reclassification shall be investigated and determined by the General Manager (or delegate) as expeditiously as practicable. In all instances the following procedure will be followed:

- The employee shall be informed in writing of the expected date of determination within 20 business days of their request;
- The request shall be determined within 4 months;
- The date of effect shall be the date of the employee's request;
- The employee shall be provided with written confirmation of the decision and in the event the request is unsuccessful, reasons will be provided;
- If the employee is not satisfied with the determination they may seek a review by a review panel constituted by the employer, comprising an employer advocate, an employee advocate, employer representative and an impartial person acceptable to all parties;
- Alternatively, the employee may access the Dispute Resolution Procedures of this Agreement.

E QUALIFICATION ALLOWANCE

- a. The pay rates shown above do not include qualification allowance.
- b. An Enrolled or Registered Nurse may be eligible for payment of an additional 1% in recognition of a relevant qualification which is above the basic qualification/s for their position.
- c. The relevance of the qualification will be determined by the employer based on the employee's current area of practice and the job description of the employee. This may include the areas of mental health, palliative care or gerontics.
- d. A Registered Nurse Level 1, 2 and 3 who holds a Post Graduate Diploma in any of the following and is using this knowledge in their practice setting will be paid an amount 1% above their relevant incremental point:
- Post Graduate Diploma in Mental Health;
 - Post Graduate Diploma in Palliative Care;
 - Post Graduate Diploma in Gerontics.
- e. In order to continue to receive the increase, the Registered Nurse must:
- Continually apply and practice the knowledge obtained from such additional qualification to the practice setting;

- Apply the findings of current research to their practice in order to improve the nursing care provided to the residents/clients;
 - Actively contribute to their own professional development.
- f. Where, at performance appraisal/review it has been identified that a Registered Nurse has not met the minimum essential requirements during the review year, the Registered Nurse will be allowed three (3) months in order to meet the requirements before he/she is required to return to her/his substantive RN level/increment.
- g. Where an Employee holds more than one relevant additional qualification, only one allowance is payable.
- h. The allowance will be paid fortnightly, effective from the first full pay period after the employee provides the employer with satisfactory evidence of the qualification, as determined by the Employer.
- i. The allowance is payable during leave and will be pro-rated for part-time Employees.

F CLASSIFICATION CRITERIA

Enrolled Nurses

Year 1 means the pay point to which an employee will be appointed as an EN, based on:

Training and experience, which includes ➤

- Completion of a course of training, including hospital based, leading to enrolment as an EN with AHPRA; or
- Practical experience of up to but not more than twelve months in the provision of nursing care and/or services and the undertaking of in-service training, subject to its provision by the employer.

Nursing skills and knowledge at this pay point are ➤

- Limited or no practical experience of current situations; and
- Exercises limited discretionary judgment, not yet developed by practical experience.

Year 2 means the pay point to which an employee will be appointed as an EN or progress from Year 1, based on:

Training and experience, which includes ➤

- Completion of a course of training, including hospital based, leading to enrolment as an EN with AHPRA; or
- Not more than one further year of practical experience in the provision of nursing care and/or services and the undertaking of in-service training, subject to its provision by the Employer.

Nursing skills and knowledge in addition to Year 1 at this pay point are ➤

- A developing ability to recognise changes required in nursing activity, in consultation with the RN;
- The ability to implement and record such changes as necessary; and/or the ability to relate theoretical concepts to practice; and/or
- Requires assistance in complex situations and in determining priorities.

Year 3 means the pay point to which an employee will be appointed as an EN or progress from Year 2, based on:

Training and experience, which includes ➤

- Completion of a course of training, including hospital based, leading to enrolment as an EN with AHPRA; or
- Not more than one further year of practical experience in the provision of nursing care and/or services and the undertaking of in-service training, subject to its provision by the Employer.

Nursing skills and knowledge in addition to Year 2 at this pay point are ➤

- An ability to organise, practice and complete nursing functions in stable situations with limited direct supervision; and/or
- The use of observation and assessment skills to recognise and report deviations from stable conditions; and/or
- Demonstrated flexibility in the capacity to undertake work across the broad range of nursing activities and/or competency in a specialized area of practice; and/or
- Uses communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

Year 4 means the pay point to which an employee will be appointed as an EN or progress from Year 3, based on:

Training and experience, which includes ➤

- Completion of a course of training, including hospital based, leading to enrolment as an EN with AHPRA; or
- Not more than one further year of practical experience in the provision of nursing care and/or services and the undertaking of in-service training, subject to its provision by the Employer.

Nursing skills and knowledge in addition to Year 3 at this pay point are ➤

- Speed and flexibility in accurate decision making; and/or
- Organizes own workload and sets own priorities with minimal direct supervision; and/or

- The use of observation and assessment skills to recognise and report deviations from stable conditions; and/or
- Demonstrated flexibility in the capacity to undertake work across the broad range of resident/client needs; and/or
- Uses communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

Year 5 means the pay point to which an employee will be appointed as an EN or progress from Year 4, based on:

Training and experience, which includes ➤

- Completion of a course of training, including hospital based, leading to enrolment as an EN with AHPRA; or
- Not more than one further year of practical experience in the provision of nursing care and/or services and the undertaking of in-service training, subject to its provision by the Employer.

Nursing skills and knowledge in addition to Year 4 at this pay point are ➤

- Contributes information in assisting the RN with development of nursing strategies/improvements within the Employee's own practice setting and/or nursing team as necessary;
- Response to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- Efficiency and sound judgement in identifying situations requiring assistance from an RN

Year 6 means the pay point to which an employee will be appointed as an EN or progress from Year 5, based on:

Training and experience, which includes ➤

- Completion of a course of training, including hospital based, leading to enrolment as an EN with AHPRA; or
- Not more than one further year of practical experience in the provision of nursing care and/or services and the undertaking of in-service training, subject to its provision by the Employer.

Nursing skills and knowledge in addition to Year 5 at this pay point are ➤

- Contributes information in assisting the RN with development of nursing strategies/improvements within the Employee's own practice setting and/or nursing team as necessary;
- Response to situations in less stable and/or changed circumstances resulting in positive outcomes, with

- minimal direct supervision; and
- Efficiency and sound judgement in identifying situations requiring assistance from an RN

Year 7 means the pay point to which an employee will be appointed as an EN or progress from Year 6, based on the training, experience, skills and knowledge principles of Year 6.

Registered Nurses

Level 1 (RN-1)

Provides quality nursing services which may include



- Delivery of nursing care and case management;
- Coordinating services, including other disciplines;
- Education, counselling and group work services which promote health status improvement;
- Supporting and mentoring less experienced staff including EN's and students;
- Being accountable for own standard of nursing care and service delivery;
- Participating in research and policy development;
- Relieving clinical nurse as described below.

Level 2 (RN-2) (Clinical Nurse)

Provides quality nursing services which may include



- Any other relevant qualification;
- Delivery of comprehensive nursing care and individual case management;
- Planning and coordinating services as delegated by senior staff;
- Education, counselling and group work services which promote health status improvement;
- Providing support, direction, orientation, education and/or mentoring to RN-1's, EN's and student nurses;
- Being accountable for own standard of nursing care and service delivery;
- Assisting in research projects;
- Participating in continuous improvement programs and policy development;
- Relieving RN-3 as required (Higher duties – refer to Clause G3)
- Employees at this level may have been appointed through a selection process or by reclassification determined by the responsibilities of the position on a continuing basis.

<p>Level 3 (RN-3) (Clinical Nurse Consultant, Nurse Manager or Nurse Educator)</p>

Provides quality nursing services which may include



- Any other relevant qualification;
- Providing leadership and role modelling, particularly in the areas of research projects, continuous improvement programs, education, human resource management and policy development;
- Consulting in the Employee's area of proficiency;
- Delivery of comprehensive nursing care to a specific group of clients with complex nursing care needs;
- Implementation and evaluation of client education programs;
- Coordinating and maintaining standards of care and resources, including nursing and multi-disciplinary service teams, material and financial
- The assessment, planning, implementation and evaluation of nursing education and staff development programs;
- Providing support, direction, orientation, education and/or mentoring to RN-2's, RN-1's, EN's and student nurses;
- Being accountable for own standard of nursing care and service delivery;
- Relieving RN-4 as required (Higher duties – refer to Clause G3)
- Employees at this level may have been appointed through a selection process or by reclassification determined by the responsibilities of the position on a continuing basis.

<p>Level 4 (RN-4) (Assistant Director of Nursing)</p>
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Provides quality nursing services which may include



- Any other relevant qualification;
- Managing and leading research projects, continuous improvement programs, education, human resource management and policy development;
- Providing leadership to clinical nurse consultant/s;
- Establishing and maintaining nursing management systems which ensure standards of care
- Planning, developing, implementing and evaluating client care;
- Consulting in the Employee's area of proficiency;
- Delivery of comprehensive nursing care to a

specific group of clients with complex nursing care needs;

- Implementation and evaluation of client education programs;
- Managing human, material and financial resources;
- The development, planning, implementation and evaluation of nursing education and staff development programs;
- Providing career counselling to nursing staff;
- Providing support, direction, orientation, education and/or mentoring to RN-3's; RN-2's, RN-1's, EN's and student nurses;
- Being accountable for own standard of nursing care and service delivery;
- Relieving Director of Nursing as required (Higher duties – refer to Clause G3)
- Employees at this level may have been appointed through a selection process or by reclassification determined by the responsibilities of the position on a continuing basis.

G HOURS OF WORK

- a. This clause should be read in conjunction with Clause F1 of this Agreement.
- b. Except for the breaks defined in Clause F5 of this Agreement, ordinary hours of work will be continuous and will not formally exceed 8 hours of work per day or shift.
- c. These provisions do not apply to a night shift of up to 10 hours.
- d. Work Cycle:
 - The ordinary hours of work of a full-time employee will be worked as defined in Clause F1 of this Agreement.
 - A full-time employee working a work cycle of 152 hours over 28 days will not work more than:
 - 8 ordinary hours per shift, or
 - 80 hours per fortnight.
 - A full-time employee working extended night shifts of between 8 and 10 hours may work 760 hours but will not exceed 140 consecutive days.
- e. Night Duty:
 - An employee must not exceed 8 weeks night duty in any 6 month period. This provision does not apply to employees who request permanent night duty.
 - Except in an emergency, 1 weeks' notice will be given to an employee going on night duty.

f. Minimum Interval Between Shifts:

- An employee must where practicable, have at least 8 hours free from duty between shifts.

g. Changed Duty:

- An employee changing from night to day shift or from day to night shift, must be free from duty on the 24 hours immediately preceding the commencement of the changed duty.

H PAYMENT FOR ANNUAL LEAVE

- An employee will be paid the wages they would have received in respect of ordinary time worked had they not been on leave during the period of leave.
- During the period of leave, where applicable, the employee will receive:

- Nurse in charge allowance;
- Other payments to which the employee is entitled in accordance with their contract of employment, excluding:
 - Special rates
 - Overtime
 - Reimbursement of expenses
 - Motor vehicle allowance

I SHIFT WORK

An Employee will be paid penalties for shift work as defined in the table below for the duration of their shift.

Shift type	Conditions	Penalty rate
Afternoon	Shift commencing 12 noon and finishing after 6.00pm	12.5%
Night	Shift worked between 6.00pm and 7.30am	15%
Afternoon/Night permanent employer directed	– Shift commencing 12 noon and finishing before 8.00am	30%
Saturday	Shift worked between midnight Friday and midnight Saturday	50%
Sunday	Between midnight Saturday and midnight Sunday	75%
Public Holiday	Between midnight on the public holiday and midnight the day after the public holiday	150% Casuals rate for day 250% excluding casual loading
Community Services - Broken	Finishing before 7.30pm	10%
	Finishing after 7.30pm	15%

shift	Not applicable when request for broken shift made by employee	
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Penalty rates do not apply to RN-4's.

I NURSE IN CHARGE ALLOWANCE

An RN-1 or RN-2 who is in charge of the residential facility on a Saturday, Sunday, Public Holiday, or between 18:00 and 08:00 on any day, will be paid an allowance as follows:

180 or greater bed site	RN-3, Year 1
100 – 179 bed site	RN-2, Year 3
60-99 bed site	RN-2, Year 2
Less than 60 beds	RN-2, Year 1

J RESPONSIBILITY ALLOWANCE – EN LOW CARE

Outside the span of ordinary hours, an allowance of 1% per afternoon shift and 2% per night shift will be paid to an Enrolled Nurse who is required to take responsibility for determining the need for and contacting a Registered Nurse regarding a care decision.

K SAFE STAFFING LEVELS AND SKILL MIX

- a. Staffing levels and skills mix should be driven by the need of achieving quality services for older people.
- b. The level of staffing and skills mix must enable Alwyndor the ability to meet their duty of care and legislative responsibilities to residents/clients and workers.
- c. In determining staffing levels and skills mix the following factors will be considered:
 - The resident/client profile and their care needs;
 - Palliative needs;
 - The complexity of care required, including factors such as frailty or dementia;
 - The location of the facility or service, whether metropolitan, rural or remote; and
 - The nature of the care provided, whether short or long term or rehabilitative, the type and design of the facility or focus of the service.
- d. Alwyndor routinely reviews staffing levels and skills mix based on resident or client profiles and/or the acuity of residents/clients.
- e. In response to resident care needs, the RN in charge may determine the need for additional resources to meet immediate clinical/care needs. For example, but not limited to, responding to an outbreak of gastro.
- f. When changes to the level of staffing or skills mix impact on staff, Alwyndor will consult with affected staff and/or their chosen representative.

L DEFINITIONS

For the purposes of this Schedule:

'Supervision' means the oversight, direction, instruction, guidance and/or support provided to an employee by a Registered Nurse (RN) responsible for ensuring such an employee is not placed in situations where required to function beyond the preparation and competence of the employee. Specifically:

'direct supervision' means the employee works side by side continuously with an RN responsible for observing and directing the employee's activities in circumstances where, in the judgement of the RN, such an arrangement is warranted in the interests of safe and/or effective practice;

'indirect supervision' means such other supervision provided to an employee assuming responsibility for functions delegated by an RN in circumstances where, in the judgement of the RN accountable for such delegation, direct supervision of the employee is not required.

SCHEDULE TWO – SPECIFIC PROVISIONS FOR RESIDENTIAL AND COMMUNITY SERVICES CAREWORKERS; LIFESTYLE; THERAPY SERVICES; HOSPITALITY AND MAINTENANCE

A RATES OF PAY (HOURLY)

		Current	1-Jul-13	1-Jul-14	1-Jul-15
	Increment		3.25%#	3.25%	3.25%
Characteristics Level 1	1	18.89	19.50	20.14	20.79
	2	19.30	19.92	20.57	21.24
	3	19.67	20.31	20.97	21.65
Characteristics Level 2	1	19.74	20.38	21.04	21.73
	2	19.92	20.56	21.23	21.92
Characteristics Level 3	1	20.06	20.71	21.39	22.08
	2	20.45	21.12	21.80	22.51
Characteristics Level 4	1	20.70	21.37	22.07	22.78
	2	21.05	21.74	22.45	23.18
Characteristics Level 5	1	21.41	22.11	22.82	23.57
	2	22.12	22.84	23.59	24.35
Characteristics Level 6	1	22.50	23.24	23.99	24.77
	2	23.09	23.84	24.61	25.41

#3.25% increase paid on 10 December 2013 retrospectively to the first full pay period after 1 July 2013. Refer Clause H2.

Junior Rates

Employees under the age of 21 will not be subject to a reduced wage due to junior rates. Their rate of pay will be the applicable adult wage.

B CLASSIFICATION STRUCTURE DEFINITIONS

Direct client contact services means all duties associated with the provision of direct client care and service by assisting under supervision and primarily in a general care and/or nursing environment or in a variety of other specialist therapy disciplines.

These services may include:

- Personal assistance such as:
 - bathing;
 - showering;
 - personal hygiene;
 - toileting;
 - dressing or undressing;
 - mobility;
 - transfer;
 - meals and refreshments, including a special diet as required;

- sensory communication or the fitting of sensory communication aids;
- provision of rehabilitative support or assistance to obtain such support or to meet a professionally determined therapeutic need;
- provision of in-home services

Indirect client contact services means all duties associated with:

- preparation of food and liquids in catering or cafeteria or dining room areas, including ordering, storage, preparation, cooking, plating, serving and delivery of meals as appropriate but excluding the regulating of food and liquid intake; and/or
- cleaning, washing and basic maintenance of equipment, crockery and utensils including hygiene and removal of kitchen and dining room waste, vending machines and canteens including food preparation; serving; cashier duties and responsibilities; table arrangement in the areas identified above; and/or
- cleaning all areas of a worksite both inside and out; and/or
- delivery, collection, disposal of linen as appropriate and delivery, collection, disposal, sorting, storage, imprest and disposal as appropriate of worksite refuse, trolleys, mail, administrative documents and inactive client records; and/or
- removal, transportation and storage of all equipment and objects within the worksite; and/or
- collection, sorting, washing, cleaning, sterilising, drying, folding, pressing, packing, labelling and delivering and maintenance of, imprest of material supplies including linen and uniforms where appropriate; and/or
- maintenance, relocation, repair, alteration, modification, production of equipment, aids or supplies including equipment which caters for special needs of clients or other equipment and fixtures associated with the interior or exterior of the worksite; and/or
- maintenance of outside areas of a worksite including rubbish collection and removal; and/or
- gardening and grounds maintenance including the operation of all garden and associated equipment including tractors and the installation and maintenance of watering systems; and/or
- driving including motor vehicles, motor freight, trucks and buses and other motorised equipment; and/or
- the transportation of clients and client focused equipment, aids and associated objects within the particular worksite; and/or
- maintenance of the worksite security

Diversional therapy means the provision of diversional, leisure and/or recreational activities to individuals and/or groups of clients.

For the purpose of classifying direct client contact services, **In service experience** means an employee's service which includes the same or similar functions, provided that the service does not precede a break of three years or more.

CHARACTERISTICS

Characteristics Level 1

Employees at this level:

- in the case of indirect client contact services employees, will perform the indicative duties at Level 2 and/or provide assistance to employees performing those duties and;
- in the case of direct client contact services employees who do not hold an AQF Certificate Level III, will perform the indicative duties at Level 3 for a period not exceeding 560 hours in service experience, as defined,
- in accordance with the following characteristics:

Employees at this level generally have limited or no previous relevant experience. They work under close supervision.

Employees perform routine functions requiring an understanding of clear, straightforward rules and procedures. They exercise minimal judgement.

Employees may be required to operate equipment requiring the exercise of skills and knowledge appropriate at this level.

Characteristics Level 2

Employees at this level have previous relevant experience and/or in-service training but no relevant formal qualification.

Employees at this level work under routine supervision. They perform routine work within established guidelines. Such employees may be required to exercise limited discretion in the performance of their work consistent with their training and experience.

Employees at this level may be required to provide assistance to less experienced employees at this level and Level 1.

Employees may be required to operate equipment requiring the exercise of skills and knowledge appropriate to this level.

Indicative duties

May include:

Indirect client contact services

1. Basic food and cooking preparation and delivery;
2. Cleaning of wards, rooms, grounds and buildings;
3. Cafeteria and kiosk duties;
4. Cash handling;
5. Maintain basic records;
6. Perform a range of gardening duties including routine duties, installation of complex watering systems and application of appropriate pesticides, weedicides or fertilisers;
7. Laundry functions including basic sewing and repair work and the operation of complex machinery /press units;

8. General maintenance to buildings, fences, grounds, contents and equipment;
9. Transportation of stores, equipment, provisions, pharmacy supplies etc;
10. Understand and operate mechanical, chemical, biological and monitoring controls, C.S.S.D, T. S. S. U and ethylene oxide sterilising process and Ultra Sonic Cleaning.

Direct client contact services

The indicative duties at Level 3 may be performed at Level 2 by an employee who does not hold an AQF Certificate III, if performed in accordance with the above characteristics, for a period not exceeding 2100 hours **in service experience**, as defined. Those hours worked at Level 1 before progression to Level 2 will be included.

Characteristics Level 3

Employees at this level will have sufficient knowledge and experience to perform the additional duties at this level and may have a formal qualification relevant to the employee's position.

This will be the entry level for employees who have an AQF Certificate Level III relevant to the employee's position and no previous relevant experience. Such employees will remain at this level for a period not exceeding 560 hours **in service experience**, as defined.

Employees who do not hold an AQF Certificate III and who have performed 2100 hours **in service experience**, as defined, will, as a minimum, be classified at this level.

Where there is any disagreement as to the relevance of a qualification the onus will be on the employer to demonstrate the qualification is not reasonably required or utilised for the position in which the employee is employed.

Such employees require only general guidance or direction and there is scope for the exercise of initiative and judgement in carrying out their assigned duties.

Such employees can be expected to give assistance and/or guidance to employees at lower levels and be able to assist in the training of such employees by means of personal instruction and demonstration.

Employees may be required to operate equipment requiring the exercise of skills and knowledge appropriate to this level.

Indicative duties

In addition to the duties set out at Level 2, employees at this level may perform duties including some or all of the following:

Indirect client contact services

1. General cooking duties;
2. Prepare, wash, clean, sterilise, assemble, label and pack medical and laboratory equipment;
3. Maintain appropriate records;
4. Complex repair and maintenance work requiring prior experience (but not to trade level);

5. Understand and operate mechanical, chemical, biological and monitoring controls, C.S.S.D., T.S.S.U. and ethylene oxide sterilising process and Ultra Sonic Cleaning.

Direct client contact services

Employees at this level may perform duties including some or all of the following:

1. Bed making;
2. Bathing, showering, personal hygiene and grooming;
3. Toileting/continence management;
4. Maintenance of Mobility/Dexterity;
5. Transfer/lifting, mechanical aids;
6. Communication/assistance with aids;
7. Distribution of clean laundry/personal attire;
8. Cleaning of equipment, aids, utensils in work area (including personal possessions);
9. Cleanliness and neatness of client's environment;
10. Transportation of clients;
11. Report and record observations of individual clients;
12. Complete routine documentation in accordance with established policies and procedures;
13. Assist in care of clients with identified special needs or requirements;
14. Provide input into client assessment;
15. Identify diversional therapy needs of individuals and/or groups;
16. Provision of diversional therapy to individuals and/or groups in accordance with established programs;
17. Assist in the self-administration of medication on medical authority to client;
18. Assist with the provision of routine treatments and procedures;
19. Provision of in-home services consistent with the duties defined by this stream.

Note: These duties listed in the above group may be performed at Levels 1, 2 and 3 depending upon the Characteristics under which they are performed.

Characteristics Level 4

Employees at this level:

- Will hold an AQF Certificate Level III or equivalent qualifications relevant to the employee's position, plus at least 560 hours *in service experience*, as defined; or
- Will have sufficient knowledge and experience to perform the additional duties required at this level, or to give relevant advice and/or information to the organisation and clients in relation to specific areas of their responsibility; or
- Will hold trade qualifications relevant to the employee's position.

Where there is any disagreement as to the relevance of a qualification, the onus will be on the employer to demonstrate the qualification is not reasonably required or utilised for the position in which the employee is employed.

Such employee will be responsible for their own work and will require only limited guidance, direction or supervision. They exercise initiative, discretion and judgement in the performance of their duties, within the limits of their training and experience. They may be required to work from complex instructions and procedures.

Such employees may be responsible for guidance or direction of employees at lower levels. They may be required to train employees at lower levels by personal instruction and demonstration.

Employees may be required to operate equipment requiring the exercise of skills and knowledge appropriate to this level.

Indicative duties

May include:

Indirect client contact services

1. Performing cooking duties at trade level and/or cook with responsibility for non-qualified kitchen staff;
2. Co-ordinating the allocation of patient transport duties;
3. Ordering and monitoring the supply and quality of items required for an effective service in an area of operation;
4. Maintain registers and stock control procedures;
5. Maintenance work requiring trade level skills;
6. Effectively liaise with Nursing, Maintenance and other appropriate staff and respond as required to needs as identified;
7. Effectively consult with staff to maintain a safe work environment in accordance with the Organisational Occupational Health Safety and Welfare Policy Procedures;
8. Understand and operate mechanical, chemical biological and monitoring controls, C.S.S.D, T.S.S.U and ethelene oxide sterilising process and Ultra Sonic Cleaning.

Direct client contact services

In addition to the duties set out at Level 3, employees at this level may perform duties including some or all of the following:

1. Assist in the assessment of individual clients;
2. Collect and record data for use in identification of individual client's special needs;
3. Care of clients with special needs
4. Complete documentation to meet workplace requirements;
5. Effectively liaise with Nursing, Maintenance and other appropriate staff and responds as required to needs identified;
6. Effectively consult with staff to maintain a safe work environment in accordance with the Organisational Occupational Health Safety and Welfare Policy and Procedures;
7. Plan and organise **diversional therapy** programs for individuals and/or groups;
8. Plan, organise and provide **diversional therapy** to clients with identified special needs.

Characteristics Level 5

Employees at this level:

- Will have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of this expertise; and/or
- Will hold an AQF Certificate Level IV or other formal qualification relevant to the employee's position.

Where there is any disagreement as to the relevance of a qualification the onus will be on the employer to demonstrate the qualification is not reasonably required or utilised for the position in which the employee is employed.

Employees at this level are responsible and accountable for their own work and that of employees at lower levels. They work with minimal supervision and will report to more senior staff as required. They often exercise initiative, discretion and judgement in the performance of their duties.

Such employees may have delegated responsibility for the work under their control or supervision, in terms of scheduling workloads, resolving operational problems, and monitoring the quality of work produced.

They will be able to supervise employees. They will also be able to train employees in lower levels by means of personal instruction and demonstration. They will also be able to assist in the delivery of training courses.

Indicative duties

May include:

Indirect client contact services

1. First Cook with responsibility for other qualified cooks and kitchen staff and whose duties may include development of menus, ordering of food items, and responsibility for quality and hygiene control;
2. Supervision of employees;
3. Monitor implementation of and compliance with workplace policies and procedures;
4. Contribute to the development and implementation of such policies and procedures as required;
5. Ensure maintenance of safe environment for employees and clients;
6. Administrative functions as directed by the employer;
7. Provision of training to employees.

Direct client contact services

1. Supervision of employees;
2. Monitor implementation of and compliance with workplace policies and procedures;
3. Contribute to the development and implementation of such policies and procedures as required;
4. Ensure maintenance of documentation to meet workplace requirements;
5. Ensure maintenance of safe environment for employees and clients;
6. Administrative functions as directed by the employer;
7. Provision of training to employees;
8. Co-ordination of the provision of ***diversional therapy*** in the workplace.

Characteristics Level 6

Employees at this level:

- Will possess, in the opinion of the employer, sufficient knowledge and experience to perform the duties at this level. In assessing such sufficient knowledge, regard

- will be given to any higher level training (including in-house training) undertaken by the employee.
- Will hold an AQF Certificate Level IV or other formal qualification relevant to the employee's position.

Employees at this level will be responsible for their own work. They will report to senior staff as required. They will regularly exercise initiative, discretion and judgement in the performance of their duties.

They will be responsible for co-ordination of the duties of employees under their control or supervision, will be responsible for work output and will understand the entire operation of the employer.

They will be responsible for the selection, recruitment, training, counselling and appraisal of employees under their control or supervision in accordance with established policies and procedures.

They will assist in the development of the policies and procedures of the organisation.

Indicative duties

May include:

- Day to day co-ordination of the workplace;
- Admission and assessment of clients;
- Induction and rostering of staff;
- Responsible for maintenance of all relevant documentation;
- Ensuring that the workplace operates in accordance with all relevant legislation, regulations, standards and policies;
- Contribute to the development, implementation and evaluation of workplace policies as required.

GENERAL NOTES

Characteristics listed in the structure are not set out in any priority order.

An employee engaged for two hours or more in any day on duties carrying a higher rate than their ordinary classification must be paid the higher rate for the full day.

C ALLOWANCES

a. First Aid:

- An employee required by the Employer to maintain a first aid qualification will be paid an allowance of \$0.32 per hour worked.
- The Employee will hold a relevant first aid qualification. All costs associated with obtaining and maintaining the relevant certificate will be met by the Employer.

b. Sleepover:

- This sub-clause applies only to Community Services Careworkers.
- Employees may, in addition to normal rostered shifts, be required to sleepover.
- A sleepover occurs when an Employee sleeps overnight at premises where the client is located, for an 8 hour period.
- An employee required to sleepover will be provided with the following:
 - A separate room with a bed and use of appropriate facilities;
 - A sleepover allowance of \$41 for each night on which they sleepover.
- In the event of the Employee on sleepover being required to perform work during the sleepover period, the Employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked.
- Where such work exceeds one hour, payment will be made at the prescribed overtime rates for the duration of the work.
- An Employee on sleepover will be provided with, or paid for, at least four hours' work for each instance where the Employee is required. Such work will be performed immediately before and/or immediately after the sleepover period.

D HOURS OF WORK

a. Night Duty:

- The period of night duty to be worked by an Employee must not exceed two months in any six monthly period, unless by agreement with the Employee.

b. Shift work:

- An Employee will be paid penalties for shift work as defined in the table below for the duration of their shift.

Shift type	Conditions	Penalty rate
Afternoon/Night	Shift commencing 12 noon and finishing before 8.00am	15%
Afternoon/Night – permanent employer directed	Shift commencing 12 noon and finishing before 8.00am	30%
Commence before 6.00am	Shift commencing before 6.00am Monday - Friday	15% for all hours up to 7.00am
Saturday & Sunday	Between midnight Friday and midnight Sunday	50%
Public Holiday	Between midnight on the public holiday and midnight the day after the public holiday	150% Casuals rate for day 250% excluding casual loading
Community	Finishing before 7.30pm	10%

Services - Broken shift	Finishing after 7.30pm Not applicable when request for broken shift made by employee	15%
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E SAFE STAFFING LEVELS AND SKILL MIX

- g. Staffing levels and skills mix should be driven by the need of achieving quality services for older people.
- h. The level of staffing and skills mix must enable Alwyndor the ability to meet their duty of care and legislative responsibilities to residents/clients and workers.
- i. In determining staffing levels and skills mix the following factors will be considered:
 - The resident/client profile and their care needs;
 - Palliative needs;
 - The complexity of care required, including factors such as frailty or dementia;
 - The location of the facility or service, whether metropolitan, rural or remote; and
 - The nature of the care provided, whether short or long term or rehabilitative, the type and design of the facility or focus of the service.
- j. Alwyndor routinely reviews staffing levels and skills mix based on resident or client profiles and/or the acuity of residents/clients.
- k. In response to resident care needs, the RN in charge may determine the need for additional resources to meet immediate clinical/care needs. For example, but not limited to, responding to an outbreak of gastro.
- l. When changes to the level of staffing or skills mix impact on staff, Alwyndor will consult with affected staff and/or their chosen representative.

SCHEDULE THREE – SPECIFIC PROVISIONS FOR COMMUNITY SERVICES COORDINATORS

A RATES OF PAY (HOURLY)

Classification		Current	First full pay period on or after		
			24-Jun-13	24-Jun-14	24-Jun-15
			3.25%#	3.25%	3.25%
Level 4	Year 1	62407	64435	66529	68691
	Year 2	63933	66011	68156	70371
	Year 3	65458	67585	69782	72050
	Year 4	66986	69163	71411	73732
Level 5	Year 1	68513	70740	73039	75413
	Year 2	70039	72315	74665	77092
	Year 3	71566	73892	76293	78773

#3.25% increase paid on 10 December 2013 retrospectively to the first full pay period after 24 June 2013. Refer Clause H2.

B CLASSIFICATION

The classification criteria following are used to determine the appropriate level for Community Services Coordinator positions. Arranged by 8 distinctive levels, the criteria consist of General Features, General Responsibilities, Specific Responsibilities and Skills Knowledge, Experience and Qualifications and/or Training.

When classifying a position all aspects of the job are considered against all the criteria within the classification level.

CHARACTERISTICS	Level 4	Level 5
Activities	<p>Perform a wide range of activities associated with program activities, or service delivery and may perform activities perform activities of a complex nature which could include:</p> <ul style="list-style-type: none"> • Responsibility for a range of functions within a work area • A substantial component of supervision 	<p>Responsible for a range of functions within the section and/or department.</p>
Complexity of task level of autonomy	<p>Application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.</p> <p>Required to set specific performance outcomes and further develop work methods where general work procedure is not defined.</p> <p>Work under general direction with assistance usually available.</p>	<p>Application of a high level of knowledge and skills and adheres to established work practices. However, may be required to exercise initiative and judgement where practices are not clearly defined.</p> <p>Required to set specific performance outcomes and further develop work methods.</p> <p>Work under general direction and exercise a degree of autonomy and professional judgement within prescribed areas with assistance available when required.</p>
Initiative and judgement	<p>Exercise initiative and judgement in applying established procedures governed by clear objectives and/or defined budget constraints, including critical knowledge/skills where procedures are not clearly defined.</p>	<p>Exercise initiative and judgement where procedures are not clearly defined.</p>
Problem solving	<p>Solution to moderately complex problems generally found in precedents, guidelines or instructions.</p>	<p>Solution to problems generally found in documented techniques, precedents and guidelines.</p>
Provision of advice/support/ assistance	<p>Provide specialist expertise/advice in relevant discipline. Contribute knowledge in establishing procedures in the appropriate work related field.</p>	<p>Provide expert advice to lower classified employees. Specialists may be required to provide multi-disciplinary advice.</p>
Time management &	<p>Require skills in managing time, setting priorities,</p>	<p>Plan and organise their own work and that of</p>

organisational skills	planning and organising own work and that of subordinate staff, where supervision is a component of the position.	subordinate staff.
General responsibilities	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> • Duties of a specialised nature requiring the development of expertise over time or previous knowledge • Providing a reference, research and/or technical information service including the facility to understand and develop technologically based systems • A substantial component of supervision or provide specialist expertise • Supervision of various functions within a work area or projects • Supervision of contractors 	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> • Involvement in establishing section/ department programs and procedures • Responsibility for a moderately complex project • A minor phase of a broader or more complex professional assignment • Specialist officer in discipline where decision made rest with the officer with no reference to a senior officer • Control of projects and/or programs • Assisting in the preparation/prepare department or section budgets • Supervision of section or in the case of small council, a department • Supervision of contractors • Setting priorities and monitor workflows in areas of responsibility • Establish the most appropriate operational methods for section/ department • Setting outcomes for subordinate officers • Work may span more than one discipline
Where prime responsibility is in clerical/secretarial/administrative field	Provide administrative support of a complex nature to senior officers and contribute to the interpretation and administration of matters for which there are no clearly established	<p>Responsibilities could include:</p> <ul style="list-style-type: none"> • Exercise responsibility for a specialised area of council

	<p>procedures and could include:</p> <ul style="list-style-type: none"> • Identification of specific or desired performance outcomes • Application of computer programming knowledge and skills in systems development, maintenance and implementation <p>Undertake computer operations requiring technical expertise and experience</p>	<ul style="list-style-type: none"> • Provision of advice and assistance when non-standard procedures and processes are required • Understanding of all areas of computer operation • Undertake programming in specialist areas • Exercise responsibility for a specialised area of councils computing operation <p>Undertake publicity assignments of limited scope and complexity within the framework of council's publicity and promotions program involving the co-ordination of facets of the total program, media liaison design and editing, layout of publications/displays.</p>
<p>Where prime responsibility is community services</p>	<p>Assist senior officers with the planning and co-ordination of a community program of a complex nature.</p>	<p>Plan, develop and operate a community service program of a moderately complex nature.</p>
<p>Requirements of the job</p>	<ul style="list-style-type: none"> • Knowledge of statutory requirements relevant to work area • Knowledge of section procedures, policies and activities • Sound discipline knowledge gained through previous experience, training or education • Knowledge of the role of departments within council and/or service functions • Specialists require an understanding of the underlying principles in the relevant disciplines • Relevant four year degree with two years relevant experience or three year degree with three years of relevant experience 	<ul style="list-style-type: none"> • Knowledge of departmental programs, policies and activities • Sound discipline knowledge gained through experience • Knowledge of the role of council's structure and service • Relevant degree with relevant experience OR • Associate diploma with substantial experience OR • Qualifications in more than one discipline OR

	<p>OR</p> <ul style="list-style-type: none"> • Associate diploma with relevant experience <p>OR</p> <ul style="list-style-type: none"> • Lesser formal qualifications with substantial years of relevant experience <p>OR</p> <ul style="list-style-type: none"> • Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required. 	<ul style="list-style-type: none"> • Less formal qualifications with specialised skills sufficient to perform at this level <p>OR</p> <ul style="list-style-type: none"> • Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.
<p>Progression</p>	<ul style="list-style-type: none"> • Graduates will progress to the 1st increment of this level once two years service at level • 3 are completed and will progress to the 3rd increment following an additional year of • service if in agreement with the employer. 	<ul style="list-style-type: none"> • Graduates will progress to the 1st increment of this level on the completion of two years' service at level • 4 and will progress to the 3rd increment after a further year of service if in agreement with the employer.

C SALARY PROGRESSION

- a. At the completion of each 12 month period, (full-time equivalent), an Employee may be eligible for progression to the next year level subject to a satisfactory annual performance review.
- b. The performance review process used to determine progression contains the following features:
 - Equity and procedural fairness
 - Based on a current and accurate position description
 - An individual development plan
- c. Part-time employees must complete the equivalent of full-time hours (1976 hours) prior to progressing between year levels.

D RECLASSIFICATION

Any request for a reclassification shall be investigated and determined by the General Manager (or delegate) as expeditiously as practicable. In all instances, the following procedure will be followed:

- The Employee shall receive confirmation of their request within 5 business days;
- The Employee shall be informed in writing of the expected date of determination within 20 business days of their request;
- The request shall be determined within 4 months;
- The date of effect shall be the date of the Employee's request;
- The Employee shall be provided with written confirmation of the decision and in the event the request is unsuccessful, reasons will be provided;
- If the Employee is not satisfied with the determination they may access the dispute resolution procedures of this Agreement.

E ON-CALL AND ANNUAL LEAVE

- a. Community Services Co-ordinators are required to participate in regular periods of on-call, according to the agreed roster.
- b. In lieu of on-call allowance and payment or TOIL for on-call hours, Community Services Coordinators will receive additional annual leave of one week (38 hours).
- c. Part-time employees will receive the relevant pro-rata amount.

F HOURS OF WORK

- a. Normal working hours are outlined in the contract of employment provided to the employee upon commencement.

- b. The ordinary span of hours will be 7 am to 7 pm, Monday to Friday. Subject to operational requirements, Alwyndor and an employee may agree to vary the prescribed hours.

G TIME OFF IN LIEU (TOIL)

- a. This clause does not apply to TOIL accumulated as a result of on-call hours (see above).
- b. By agreement with the Employer and subject to operational needs, an Employee may 'make-up' ordinary time within the ordinary span of hours and take as TOIL.
- c. By agreement with the Employee, additional hours not exceeding 5 per week may be worked.
- d. Additional hours are accrued at ordinary time and taken as TOIL.
- e. Accumulated TOIL must not exceed 20 hours and may be taken in a maximum of two day blocks within 3 months of accrual as mutually agreed.
- f. Where the TOIL cannot be taken within 3 months due to operational constraints, it shall be paid to the employee at overtime rates.

H PENALTY RATES ON ORDINARY TIME

- a. Employees who regularly perform work outside the ordinary span of hours (being prior to 7:00am or after 7:00pm, Monday to Friday, inclusive), shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours.
- b. Employees working on Saturdays and Sundays as part of their ordinary hours will receive a loading of 50% in addition to their normal wage. The parties agree that Saturday commences at midnight on Friday and Sunday finishes at midnight on Sunday.
- c. Employees working on public holidays as part of their ordinary hours may elect to receive either:
 - 150% in addition to their ordinary time rate of pay; or
 - 50% in addition to their ordinary time rate of pay plus paid time off in lieu equal to the number of hours worked, to be taken at a time that is mutually agreed between the employee and the employer.
- d. Employees who are regularly rostered over seven days, including Sundays and public holidays, shall be granted an additional week of annual leave.
- e. If an employee works Saturday and Sunday as part of his/her ordinary week, then he/she should be entitled to two (2) consecutive days off during the period Monday to Friday, which shall be mutually agreed between the parties.

I OVERTIME

- a. The employer and an employee may agree to a suitable employment package to take account of work that is likely to be performed outside the ordinary hours of work and other similar contingencies inherent in the work. Such an agreement shall be entered into by mutual agreement and recorded in writing.
- b. Overtime rates will normally apply as follows:

Work performed outside the ordinary span of hours or in excess of 38 hours per week	Time and a half for the first (3) hours and double time thereafter
All time worked on a Saturday before 12 noon	Time and a half for the first (3) hours and double time thereafter
All time worked on a Sunday or after 12 noon on a Saturday	Double time
Public Holiday	Double time and one-half Minimum payment of 3 hours

SCHEDULE FOUR – SPECIFIC PROVISIONS FOR ADMINISTRATIVE EMPLOYEES

A RATES OF PAY

Classification		Current	<i>First full pay period on or after</i>		
			24-Jun-13	24-Jun-14	24-Jun-15
			3.25%#	3.25%	3.25%
Level 1	Year 1	41744	43101	44502	45948
	Year 2	42639	44025	45456	46933
	Year 3	44050	45482	46960	48486
	Year 4	45590	47072	48602	50182
	Year 5	47121	48652	50233	51866
	Year 6	48642	50223	51855	53540
Level 2	Year 1	50191	51822	53506	55245
	Year 2	51715	53396	55131	56923
	Year 3	53243	54973	56760	58605
	Year 4	54771	56551	58389	60287
Level 3	Year 1	56299	58129	60018	61969
	Year 2	57823	59702	61642	63645
	Year 3	59353	61282	63274	65330
	Year 4	60878	62857	64900	67009
Level 4	Year 1	62407	64435	66529	68691
	Year 2	63933	66011	68156	70371
	Year 3	65458	67585	69782	72050
	Year 4	66986	69163	71411	73732
Level 5	Year 1	68513	70740	73039	75413
	Year 2	70039	72315	74665	77092
	Year 3	71566	73892	76293	78773
Level 6	Year 1	74111	76520	79007	81575
	Year 2	76650	79141	81713	84369
	Year 3	79199	81773	84431	87175
Level 7	Year 1	81741	84398	87141	89973
	Year 2	84290	87029	89857	92777
	Year 3	86832	89654	92568	95576
Level 8	Year 1	89886	92807	95823	98937
	Year 2	92939	95960	99079	102299
	Year 3	95994	99114	102335	105661

#3.25% increase paid on 10 December 2013 retrospectively to the first full pay period after 24 June 2013. Refer Clause H2.

B CLASSIFICATION

The classification criteria following are used to determine the appropriate level for Administrative positions. Arranged by 8 distinctive levels, the criteria consist of General Features, General Responsibilities, Specific Responsibilities and Skills Knowledge, Experience and Qualifications and/or Training.

When classifying a position all aspects of the job are considered against all the criteria within the classification level.

CHARACTERISTIC	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
Activities	Perform a range of clearly defined routine activities of a support nature.	Perform a range of clearly defined routine activities or functions where routines, methods, standards and procedures are clearly defined.	Perform a range of activities/functions of a less clearly defined and routine nature, and could include: <ul style="list-style-type: none"> • operating within a specialised area • operating as a member of a professional team. 	Perform a wide range of activities, associated with program activities, or service delivery and may perform activities of a complex nature which could include: <ul style="list-style-type: none"> • responsibility for a range of functions within a work area • a substantial component of supervision
	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
	Responsible for a range of functions within the section and/or department.	Responsible for a range of functions for which operational policies, practices and guidelines may need to be developed and could include: <ul style="list-style-type: none"> • Working independently as specialists or • A senior member of a single discipline project team. 	Exercise managerial responsibility for various functions within the department and/or council and could include: <ul style="list-style-type: none"> • Specialised functions • Operation as a specialist • Operation as a member of a specialised professional team • Working independently 	Exercise managerial responsibility for a department/ council's relevant activity and could include: <ul style="list-style-type: none"> • Functions across a range of administrative, specialist or operational areas. • Operation as a senior specialist providing multi-functional advice to various departments or council.

CHARACTERISTIC	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
<p>Complexity of Task level of autonomy</p>	<p>Practical application of basic skills and techniques.</p> <p>Work outcomes are closely monitored, clearly defined and readily attainable.</p> <p>Works under close direction with instruction and assistance being readily available.</p> <p>Works under direct supervision.</p>	<p>Application of acquired skills, knowledge and an understanding of work procedures relevant to the work area. Officers at this level could assist in establishing procedures for a minor function or works project.</p> <p>Work outcomes are monitored, clearly defined.</p> <p>Works under regular direction with assistance being readily available.</p> <p>Works under regular supervision. Graduates receive instruction.</p>	<p>Application of procedures, methods and guidelines which are well established.</p> <p>May set outcome/objectives for specific projects.</p> <p>Works under general direction with assistance available from senior officer.</p> <p>Works under general supervision. Graduates initially appointed at this level work under direct supervision and may be given instruction on the technical or broader aspects of work.</p>	<p>Application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.</p> <p>Required to set specific performance outcomes and further develop work methods where general work procedure is not defined.</p> <p>Work under general direction within assistance usually available.</p>

CHARACTERISTIC	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<p>Complexity of Task level of autonomy</p>	<p>Application of a high level of knowledge and skills and adheres to established work practices, however, officers may be required to exercise initiative and judgement where practices are not clearly defined.</p> <p>Required to set specific performance outcomes and further develop work methods.</p> <p>Work under general direction and exercise a degree of autonomy and professional judgement within prescribed areas with assistance available when required.</p>	<p>Application of high levels of knowledge and skills and establishes procedures and work practices, etc.</p> <p>Sets outcomes for the work area of responsibility to achieve objectives of the department/ Council.</p> <p>Work under limited direction and exercise a degree of autonomy and may manage a work area with advice available on complex or unusual matters.</p>	<p>Application of high levels of knowledge and skills and establishes procedures which impact on activities undertaken/ outcomes achieved by Council and/or activities undertaken by sections of the community.</p> <p>Set outcomes for the work area/ section/function.</p> <p>Work under limited direction with guidance not always readily available within the organisation.</p>	<p>Major portion of the work involves initiative in the development and implementation of techniques, work practices and procedures in all facets of the work area to achieve corporate goals.</p> <p>Identification of current/future options and the development of strategies to achieve outcomes.</p> <p>Work under broad direction and formulate, implement, monitor and evaluate projects/ programs or control organisational elements.</p> <p>Undertake duties of an innovative, novel or critical nature.</p>

CHARACTERISTIC	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
<p>Initiative and judgement</p>	<p>Freedom to act is limited by standards and procedures, however experienced officers may have sufficient freedom to exercise judgement and initiative, in the performance of work.</p>	<p>Limited scope to exercise initiative and judgement within clearly established procedures and practices.</p>	<p>Scope for exercising initiative and judgement in the application of established work procedures. Officers may receive instruction on broader aspects of work.</p>	<p>Exercise initiative and judgement in applying established procedures governed by clear objectives and/or defined budget constraints, including critical knowledge/skills where procedures are not clearly defined.</p>
	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
	<p>Exercise initiative and judgement where procedures are not clearly defined.</p>	<p>Responsibility for decision making in the particular work area, section/department/Council, including the scope to influence operational activities and negotiate matters of significance including negotiating contracts.</p>	<p>Responsibility for decision making and the provision of expert advice to other areas of council, including significant delegated authority and negotiating matters on behalf of the work area.</p>	<p>Demands responsibility for decision making with significant independence of action within the constraints of department or corporate policy.</p>

CHARACTERISTIC	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
Problem Solving	Solutions to problems found in established procedures.	Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and/or guidelines.	Solution to problems of limited complexity. Solutions to problems found by reference to procedures, methods and instructions.	Solution to moderately complex problems generally found in precedents, guidelines or instructions.
	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
	Solution to problems generally found in documented techniques, precedents and guidelines.	Solution to complex problems required complex professional problem solving and a high level of interpersonal skills to resolve organisational issues.	Solution to complex problems involves the selection of methods and techniques based on sound judgement.	Solution to complex problems requiring an analytical approach and a high proficiency in theoretical or scientific approaches which may be outside of the original field of specialisation.

CHARACTERISTIC	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
<p>Provision of advice/support/assistance</p>		<p>May assist lower classified officers concerning established practices and procedures.</p>	<p>Contribute to interpretation of matters for which there are no clearly established practices and procedures (although such activity would not be the sole responsibility of the officer) and provide assistance to senior officers.</p>	<p>Provide specialist expertise/advice in relevant discipline. Contribute knowledge in establishing procedures in the appropriate work related field.</p>
	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
	<p>Provide expert advice to lower classified officers. Specialists may be required to provide multi-disciplinary advice.</p>	<p>Provide expert/specialist advice, support and assistance relevant to the work area or section/department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development.</p>	<p>Provide expert/specialist advice, support and assistance relevant to a significant work area or section/department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development and monitoring.</p>	<p>Provide multi-functional expert/specialist advice and support/assistance to various departments or council with a significant impact on council's policies/programs including:</p> <ul style="list-style-type: none"> • A consultancy service • Specialist financial, technical, professional and/or administrative advice on policy including operational • Manage/administer complex policy.

CHARACTERISTIC	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
Time management & organizational skills	Responsible for the timeliness of own work.	Managing time, planning and organising own work.	Managing and planning own work and that of subordinate staff and could include: <ul style="list-style-type: none"> • Plan and co-ordinate activities in the work area • Responsibility for various activities in a specialised area of the works program • A function within the work area. 	Require skills in managing time, setting priorities, planning and organising own work and that of subordinate staff, where supervision is a component of the position.
	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
	Plan and organise their own work and that of subordinate staff.	Managing time is essential to achieve outcomes.	<ul style="list-style-type: none"> • Wide range of conditions to achieve results in line with divisional/corporate goals which will include planning, direction, control and evaluation of operations. 	Accountable for the quality, effectiveness, cost and timeliness of programs/projects under their control.

CHARACTERISTIC	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
<p>General responsibilities</p>	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> • Supervision of other staff is not a feature at this level, however experienced officers may have a technical oversight of a minor works activity. 	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> • Performing tasks of a sensitive nature including the provision of more than routine information • Understanding of clear but complex rules • Oversight and/or guidance of the work of a limited number of lower classified officers • Provision of assistance to lower classified officers concerning established procedures. 	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> • Establishing goals, objectives and outcomes for their own particular work program • Undertaking some complex operational work • Supervision • Dealing with formal disciplinary issues within the work area • Utilising a basic knowledge of the principles of human resource management • Assisting subordinate staff with on-the-job training 	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> • Duties of a specialised nature requiring the development of expertise over time or previous knowledge • Providing a reference, research and/or technical information service including the facility to understand and develop technologically based systems • A substantial component of supervision or provide specialist expertise • Supervision of various functions within a work area or projects • Supervision of contractors

CHARACTERISTICS	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<p>General responsibilities</p>	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> • Involvement in establishing section/ department programs and procedures • Responsibility for a moderately complex project • A minor phase of a broader or more complex professional assignment • Specialist officer in discipline where decision made rest with the officer with no reference to a senior officer • Control of projects and/or programs • Assisting in the preparation of department or section budgets 	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> • Significant projects and/or functions • A range of duties within the work area, including problems definition, planning and the exercise of judgement • Management of significant projects and/or works programs and/or functions • Assisting with/prepare budgets • Control and co-ordination of a work area within budgetary constraints • Supervision/ Management responsibilities exercised within a 	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> • Responsibility for a significant work area • Development of work practices and procedures for various projects • Development and implementation of significant operational procedures • Reviewing operations to determine effectiveness • Develop appropriate methodology and apply proven techniques in providing specialised services • Prepare budget submissions for senior officers and/or council • Management/ supervision of staff is normally a feature at this level and establishing and monitoring work outcomes 	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> • Involvement in the initiation and formulation of extensive projects/programs which impact on council's goals and objectives • Undertaking work of significant scope and/or complexity • Extensive projects/programs in accordance with department/corporate goals • Development, implementation and evaluation of goals • Management of a work area of council at a higher level of ability • Management of service delivery • Management of a department/section or operate as a senior specialist • Application of a high level of analytical skills to attain and satisfy council objectives • Little or no professional direction • Authority to implement and initiative change in area of responsibility <p>Positions at this level will demand responsibility for decision making within the constraints of corporate policy.</p>

CHARACTERISTIC	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<p>General responsibilities</p>	<ul style="list-style-type: none"> • Supervision of section or in the case of small council, a department • Supervision of contractors • Setting priorities and monitor workflows in areas of responsibility • Establish the most appropriate operational methods for section/ department • Setting outcomes for subordinate officers • Work may span more than one discipline 	<p>multi-disciplinary, or major single function/operation or work area</p> <ul style="list-style-type: none"> • Implementation of effective human resource management • Supervision of contractors • Managerial control, including providing analysis/interpretation for either a major single discipline or multi-discipline operation • Appreciation of the long term goals of council. <p>Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area.</p>	<ul style="list-style-type: none"> • Decisions and actions taken at this level may have a significant effect on programs/projects/ work areas being managed • Good understanding of the long term goals of council • Manage a works program or work area of council • Undertake the control and coordination of a section, department and/or significant work area. <p>Positions at this level may be identified by the level of responsibility for decision making, the exercise of judgement and delegated authority and the provision of expert advice</p>	

CHARACTERISTIC	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
<p>Where prime responsibility is in a 'professional field'</p>			<p>Officers may undertake some minor phase of a broad or more complex assignment under direct supervision.</p>	<p>Responsibilities could include:</p> <ul style="list-style-type: none"> • Lead a team within a discipline related project • Liaison with other professionals at a technical level • Discussing techniques, procedures and/or results with clients on straightforward matters

CHARACTERISTIC	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<p>Where prime responsibility is in a 'professional field'</p>	<p>Exercise professional responsibilities which could include:</p> <ul style="list-style-type: none"> • Supervision of the function • Tasks of a specialised detailed nature • Provide reports on progress or activities and provide recommendations • Carry out planning studies for particular projects including aspects of design • Utilise a high level of interpersonal skills in dealing with the public/ other organisations • Exercise professional judgement within prescribed areas. 	<p>Supervise/manage operation of a discrete element which is part of a larger office and could include:</p> <ul style="list-style-type: none"> • Supervision of the function • Tasks of a specialised detailed nature • Provide reports on progress of activities and provide recommendations • Carry out planning studies for particular projects including aspects of design • Utilise a high level of interpersonal skills in dealing with the public/other organisations • Exercise professional judgement within prescribed area. 	<p><i>Refer to general responsibilities</i></p>	<p>Ensure the outcome of work of significant scope and/or complexity and could include:</p> <ul style="list-style-type: none"> • Assessment and review of standards and work of other professionals/external consultants • Initiate and formulate departmental/council objectives within corporate goals • Develop and recommend ongoing plans and programs for department/council.

CHARACTERISTIC	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
<p>Where prime responsibility is in clerical/secretarial/administrative field</p>	<p>Provide secretarial and administrative support and could include:</p> <ul style="list-style-type: none"> • Straight forward operation of keyboard equipment • Basic word processing data input • Basic numeracy, written and verbal communication skills, relevant to the work area • Provision of routine information • General reception and telephonist duties • General stenographic duties 	<p>Provide secretarial and/or administrative support and could include:</p> <ul style="list-style-type: none"> • Operating a computer, word processor and/or other business software and peripheral equipment • Utilising basic computing concepts and initiating corrective action at an elementary level • Utilising the functions of systems and be proficient in their use • Performing tasks of a sensitive nature • Provision of more than routine information • Operate a desktop publisher at a routine/basic level • Utilise basic skills in oral and written communication with clients and other members of the public • Receive and account for monies and assist clients/ratepayers 	<p>Provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work and could include:</p> <ul style="list-style-type: none"> • System administrator in small/medium sized council whose responsibility includes the security/integrity of the system • Operation of the computer to enable modification and/or correction of computer software systems/packages and/or identification of operational problems • Application of computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior officer • Provide a service utilising the full functions of a desktop publisher 	<p>Provide administrative support of a complex nature to senior officers and contribute to the interpretation and administration of matters for which there are no clearly established procedures and could include:</p> <ul style="list-style-type: none"> • Identification or specific or desired performance outcomes • Application of computer programming knowledge and skills in systems development, maintenance and implementation • Undertake computer operations requiring technical expertise and experience

CHARACTERISTIC	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<p>Where prime responsibility is in clerical/secretarial/administrative field</p>	<p>Responsibilities could include:</p> <ul style="list-style-type: none"> • Exercise responsibility for a specialised area of council • Provision of advice and assistance when non-standard procedures and processes are required • Understanding of all areas of computer operation • Undertake programming in specialist areas • Exercise responsibility for a specialised area of councils computing operation • Undertake publicity assignments of limited scope and complexity within the framework of council's publicity and promotions program involving the co-ordination of facets of the total program, media liaison design and editing, layout of publications/displays. 	<p><i>Refer to general responsibilities</i></p>	<p><i>Refer to general responsibilities</i></p>	<p>Undertake functions across a range of administrative, specialist or operational areas/specific programs/activities and/or management of service delivery.</p>

CHARACTERISTIC	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
<p>Requirements of the job</p>	<ul style="list-style-type: none"> • A developing knowledge of the section/department function and operation • Basic knowledge of clerical/administrative practices and procedures relevant to the work area • A developing knowledge of work practices and policies of the relevant work area • Basic numeracy, keyboard, written and verbal communication skills relevant to the work area • No formal qualifications required at this level • At this level, employers are expected to offer substantial on-the-job training 	<ul style="list-style-type: none"> • Basic skills in oral and written communication with clients and other members of the public • Knowledge of established work practices and procedures relevant to the work area • Knowledge of policies and regulations relating to the work area • Understanding of clear but complex rules • Understanding of basic computer concepts • Application of techniques relevant to the work area • Developing knowledge of statutory requirements relevant to the work area • No formal qualifications required 	<ul style="list-style-type: none"> • Thorough knowledge of work activities performed within the work area • Sound knowledge of procedural/operational methods of the work area • May utilise professional or specialised knowledge • Ability to apply computing concepts • Working knowledge of statutory requirements relevant to the work area • Entry level for four year degree in the relevant discipline <p>OR</p> <ul style="list-style-type: none"> • Entry level for three year degree plus graduate diploma in the relevant discipline <p>OR</p> <ul style="list-style-type: none"> • Associate diploma with experience <p>OR</p>	<ul style="list-style-type: none"> • Knowledge of statutory requirements relevant to work area • Knowledge of section procedures, policies and activities • Sound discipline knowledge gained through previous experience, training or education • Knowledge of the role of departments within council and/or service functions • Specialists require an understanding of the underlying principles in the relevant disciplines • Relevant four year degree with two years relevant experience or three year degree with three years of relevant experience <p>OR</p> <ul style="list-style-type: none"> • Associate diploma with relevant experience <p>OR</p> <ul style="list-style-type: none"> • Lesser formal qualifications with substantial years of relevant experience. <p>OR</p>

CHARACTERISTIC	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
<p>Requirements of the job</p>	<ul style="list-style-type: none"> • It is desirable that officers are studying for an appropriate certificate or undertaking either internal or external training <p>OR</p> <ul style="list-style-type: none"> • Positions initially at this level will involve officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section • Officers will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills. 	<p>OR</p> <ul style="list-style-type: none"> • Entry point for three year degree/associate diploma/appropriate certificate without experience <p>OR</p> <ul style="list-style-type: none"> • Will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required <p>OR</p> <ul style="list-style-type: none"> • Appropriate on-the-job training and relevant experience 	<ul style="list-style-type: none"> • Three year degree plus 1 year professional experience in the relevant discipline <p>OR</p> <ul style="list-style-type: none"> • Appropriate certificate with relevant experience <p>OR</p> <p>Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required</p>	<ul style="list-style-type: none"> • Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

CHARACTERISTIC	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<p>Requirements of the job</p>	<ul style="list-style-type: none"> • Knowledge of departmental programs, policies and activities • Sound discipline knowledge gained through experience • Knowledge of the role of council's structure and service • Relevant degree with relevant experience OR • Associate diploma with substantial experience OR • Qualifications in more than one discipline OR • Less formal qualifications with specialized skills sufficient to perform at this level OR 	<ul style="list-style-type: none"> • Discipline/specialist skills and/or supervision/management abilities exercised within a multi-disciplinary, or in a major single function, operation • Discipline knowledge gained through experience, training or education • Appreciation of the long term goals of the organisation • Detailed knowledge of program activities and work practices relevant to the work area • Knowledge of organisation structures or functions and comprehensive knowledge of policies relevant to the department. 	<ul style="list-style-type: none"> • Comprehensive knowledge of council policies and procedures • Application of a high level of discipline knowledge • Qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience OR • Lesser formal qualifications with acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard OR 	<ul style="list-style-type: none"> • Detailed knowledge of council policy, programs and the procedures and practices • High level of discipline knowledge • Detailed knowledge of statutory requirements • Qualifications are generally beyond those normally acquired through degree course and experience in the field of specialist expertise (could be acquired through further qualifications in the field or expertise or in management) OR • Lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard OR • A combination of experience, expertise and competence sufficient to perform the duties of the position

CHARACTERISTIC	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<p>Requirements of the job</p>	<ul style="list-style-type: none"> • Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required. 	<ul style="list-style-type: none"> • Comprehensive knowledge of statutory requirements relevant to the discipline • Degree with substantial experience OR • Associate diploma with substantial experience OR • Lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level. 	<ul style="list-style-type: none"> • A combination of experience, expertise and competence sufficient to perform the duties of the position. 	<ul style="list-style-type: none"> •

CHARACTERISTIC	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
<p>Progression</p>	<ul style="list-style-type: none"> • Completion of certificate in community services (introductory) course conducted by TAFE or an equivalent qualification which is recognised • Completion of introduction to relevant skills and accepted for the advanced certificate if in agreement with the employer 	<ul style="list-style-type: none"> • Appointment level for officers who have completed an appropriate certificate and are required to undertake work related to that certificate • The 4th increment of this level is the appointment level for any graduate with a relevant three year degree who utilises that qualification to undertake associated professional work • Graduates will advance to the 1st increment of level 3 after 12 months satisfactory service if in agreement with the employer 	<ul style="list-style-type: none"> • Three year degree holders shall progress to this level after completion of twelve months service at the top of level 2 • Appointment level for any graduate with a relevant four year degree who is required to undertake associated professional work • Graduates shall advance to the 3rd increment after 12 months service on the 1st increment of the range and shall progress to the 1st increment of level 4 after a further 12 months service. • Officers with a certificate relevant to the work area shall be promoted to this level once they have obtained the appropriate certificate and have had relevant satisfactory service and undertake responsibilities under this level if in agreement with the employer 	<ul style="list-style-type: none"> • Graduates will progress to the 1st increment of this level once 2 years' service at level 3 are completed and will progress to the 3rd increment following an additional year of service if in agreement with the employer.

CHARACTERISTIC	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<p>Progression</p>	<ul style="list-style-type: none"> Graduates will progress to the 1st increment of this level on the completion of 2 years' service at level 4 and will progress to the 3rd increment after a further year of service if in agreement with the employer. 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> Graduates employed with and required to perform duties relevant to their tertiary qualification shall progress to this level once they have completed 3 years satisfactory service at level 6 and undertaken work related to the responsibilities under this level in agreement with the employer. 	

C SALARY PROGRESSION

- a. At the completion of each 12 month period, (full-time equivalent), an Employee may be eligible for progression to the next year level subject to a satisfactory annual performance review.
- b. The performance review process used to determine progression contains the following features:
 - Equity and procedural fairness
 - Based on a current and accurate position description
 - An individual development plan
- c. Part-time employees must complete the equivalent of full-time hours (1976 hours) prior to progressing between year levels.

D RECLASSIFICATION

Any request for a reclassification shall be investigated and determined by the General Manager (or delegate) as expeditiously as practicable. In all instances, the following procedure will be followed:

- The Employee shall receive confirmation of their request within 5 business days;
- The Employee shall be informed in writing of the expected date of determination within 20 business days of their request;
- The request shall be determined within 4 months;
- The date of effect shall be the date of the Employee's request;
- The Employee shall be provided with written confirmation of the decision and in the event the request is unsuccessful, reasons will be provided;
- If the Employee is not satisfied with the determination they may access the dispute resolution procedures of this Agreement.

E HOURS OF WORK

- a. Normal working hours are outlined in the contract of employment provided to the employee upon commencement.
- b. The ordinary span of hours will be 7 am to 7 pm, Monday to Friday. Subject to operational requirements, Alwyndor and an employee may agree to vary the prescribed hours.
- c. Additional hours of work shall be determined by mutual agreement and should not exceed 5 hours per week.
- d. Where a change in an Employee's normal working schedule requires a full-time or part-time employee to work on a day which would have been the employee's day off, the employee will be paid at ordinary rates for that day or be granted equivalent time off in lieu. Where practicable, reasonable notice of changes will be provided to the employee and if the change becomes more routine, Alwyndor and the employee will review the employee's roster.

F TIME OF IN LIEU (TOIL)

- a. Additional hours may be accrued at ordinary time and taken as Time Off In Lieu (TOIL).
- b. Accumulated TOIL must not exceed 20 hours and may be taken in a maximum of two day blocks within 3 months of accrual as mutually agreed.
- c. Where the TOIL cannot be taken within 3 months due to operational constraints, it shall be paid to the employee at overtime rates.

G PENALTY RATES ON ORDINARY TIME

- a. Employees who regularly perform work outside the ordinary span of hours (being prior to 7:00am or after 7:00pm, Monday to Friday, inclusive), shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours.
- b. Employees working on Saturdays and Sundays as part of their ordinary hours will receive a loading of 50% in addition to their normal wage. The parties agree that Saturday commences at midnight on Friday and Sunday finishes at midnight on Sunday.
- c. Employees working on public holidays as part of their ordinary hours may elect to receive either:
 - 150% in addition to their ordinary time rate of pay; or
 - 50% in addition to their ordinary time rate of pay plus paid time off in lieu equal to the number of hours worked, to be taken at a time that is mutually agreed between the employee and the employer.

H OVERTIME

- a. All work performed outside the ordinary span of hours or in excess of 38 hours per week shall be paid at the rate of time and a half for the first three (3) hours and double time thereafter until the completion of the overtime work.
- b. All time worked on a Saturday before 12 noon shall be paid for at the rate of time and one half for the first three (3) hours and double time thereafter.
- c. All time worked on a Sunday or after 12 noon on Saturday shall be paid for at double time.
- d. All time worked on a public holiday as defined by clause F9 shall be paid for at double time and one-half. Employees required to work overtime on any such occasion shall be paid a minimum of three (3) hours work at the appropriate overtime rate.
- e. The employer and an employee may agree to a suitable employment package to take account of work that is likely to be performed outside the ordinary hours of

work and other similar contingencies inherent in the work. Such an agreement shall be entered into by mutual agreement and recorded in writing.

1 September 2014

Industrial Registrar
Industrial Relations Commission of South Australia
PO Box 3636
Rundle Mall SA 5000

Dear Sir/Madam

RE: City of Holdfast Bay (Alwyndor Aged Care) Enterprise Agreement 2013-2016

Following the successful ballot for the above agreement, administrative errors were identified in Schedule 2 (Rates of Pay).

The error does not affect the value of the agreed increases. However, affected employees were notified and invited to provide feedback or concerns (See attached memo from employer). No employee feedback was forthcoming.

A discussion between the parties confirmed that the agreed rates of pay for Schedule 2 should be as follows:

		1 Jul 12	1-Jul- 13	1-Jul- 14	1-Jul- 15
	Increment		3.25%	3.25%	3.25%
Characteristics Level 1	1	18.29	18.88	19.50	20.13
	2	18.69	19.30	19.92	20.57
	3	19.05	19.67	20.31	20.97
Characteristics Level 2	1	19.12	19.74	20.38	21.05
	2	19.29	19.92	20.56	21.23
Characteristics Level 3	1	19.43	20.06	20.71	21.39
	2	19.81	20.45	21.12	21.80
Characteristics Level 4	1	20.05	20.70	21.37	22.07
	2	20.39	21.05	21.74	22.44
Characteristics Level 5	1	20.74	21.41	22.11	22.83
	2	21.43	22.13	22.85	23.59
Characteristics Level 6	1	21.80	22.51	23.24	24.00
	2	22.36	23.09	23.84	24.61

Greg Potter
General Manager
Alwyndor Aged Care

David Di Troia
Branch Secretary
United Voice (SA Branch)

Elizabeth Dabars
CEO/Secretary
Australian Nursing and
Midwifery Federation (SA
Branch)