

CITY OF HOLDFAST BAY (ALWYNDOR AGED CARE) PROFESSIONAL THERAPY EMPLOYEES ENTERPRISE AGREEMENT 2014-2016

File No. 973 of 2015

**This Agreement shall come into force on
and from 6 May 2015 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 6 MAY 2015.



COMMISSION MEMBER



**City of Holdfast Bay
(Alwyndor Aged Care)
Professional Therapy
Employees Enterprise
Agreement 2014-2016**

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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 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) Professional Therapy Employees Enterprise Agreement 2014-2016" (Agreement).

A3. PERSONS BOUND BY THIS AGREEMENT

This Agreement will be binding on:

- a. Alwyndor (Employer);
- b. Alwyndor Professional Therapy Employees (Employees);

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. The relevant award is:
 - Local Government (Health Services) Award;
- b. This Agreement supersedes and entirely replaces the following previous Agreement:
 - Alwyndor Aged Care (Professional Therapy Staff) Enterprise Agreement 2011
- 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.

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) Professional Therapy Employees Enterprise Agreement 2013-2016.

'AHPRA' means the Australian Health Practitioner Regulation Agency.

'Alwyndor' means Alwyndor Aged Care.

'Award' means the Local Government (Health Services) Award.

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

‘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.

‘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.

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

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;
- 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 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 transmittee 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 (pro-rated relative to employment fraction for part-time employees) 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 Schedule.

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 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;
- b. The ordinary hours of work for each shift will consist of no more than 8 hours.
- c. Employees may be required to work their 38 ordinary hours between the hours of 6.00 am and 6.00 pm on Monday to Friday inclusive. Hours worked outside the spread of hours will be paid under the provisions of clause G1 – shift work.
- d. These provisions may be varied by agreement to enable the provision of care/services in an emergency or due to employee absences.
- e. Ordinary hours will be worked consecutively except for a meal break as provided by Clause F4.
- f. The average of 38 hours per week may be worked in any arrangement mutually agreed between employer and employee.

F2. 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.

F3. MINIMUM BREAKS BETWEEN SHIFTS

- a. Unless otherwise agreed, Employees must receive a minimum break of eight hours between shifts.
- 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 F6 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.

F4. BREAKS

a. Employees 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.

F5. 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 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.
- 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.

F6. 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.
- d. All employees will be entitled to overtime for any shift in excess 7.6 or 8 hours according to their work arrangements.
- 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.
- 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.

F7. PUBLIC HOLIDAYS

- a. 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 due to operational requirements, 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.

F8. 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.

G ALLOWANCES**G1. SHIFT AND PUBLIC HOLIDAY ALLOWANCE**

- a. In addition to any other rates prescribed elsewhere in this Agreement, an employee whose rostered hours of ordinary work finish between 6.00pm and 6.00am will be paid an allowance of 15% on their ordinary rate of pay.
- b. An employee working ordinary rostered hours which finish on the day after commencing duty, or commencing after midnight and before 6.00am, will be paid an allowance of 30% on their ordinary rate of pay.
- c. Where an employee is required, for operational reasons, to change a shift which differs by 4 hours or more from the original shift and has not received 7 days notice, or does not agree to a change of shift, the employee will be paid an amount equal to 15% of the rate for a shift, for each occasion, in addition to any amount payable under G1 (a)
- d. The allowance applicable to work on public holidays is set out in Clause F7.

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, it will be supplied and paid for by the employer.

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), 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 25% for all ordinary hours worked.

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.

Salary increases are defined in Schedule 1.

- b. 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 Schedule 1.

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
- 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. All Employees (except some casual employees) are able to package and structure their remuneration to a maximum salary sacrifice of \$30,000 grossed up, per annum 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.

I2. 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. You will be required to take annual leave for the period that Alwyndor identifies as the Therapy Services closedown each year.
- c. 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.
- d. 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.
- e. 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.

I3 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.

I4 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 affecting 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.

I5. 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 affecting 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 and 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.

18. 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.

19. 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'.

110. 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. In addition to the period of notice prescribed for ordinary termination in clause K2 - Termination on Notice, an employee whose employment is terminated for reasons set out above will be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of continuous service

Severance pay

Less than one year	Nil
1 year but less than two years	4 weeks' pay
2 years but less than three years	6 weeks' pay
3 years but less than four years	7 weeks' pay
4 years and over	8 weeks' pay

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:

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

SCHEDULE ONE

A RATES OF PAY (ANNUAL)

Classification		Current	First full pay period on or after	
			31-Mar-14	31-Mar-15
			3.25%	5.00%
Grade 1	Year 1	48,643	50224	52735
	Year 2	49,054	50648	53180
	Year 3	51,499	53173	55832
	Year 4	54,574	56348	59165
	Year 5	57,664	59538	62515
	Year 6	61,107	63093	66248
Grade 2	Year 1	64,331	66422	69743
	Year 2	65,482	67610	70991
	Year 3	66,627	68792	72232
Grade 3	Year 1	70,040	72316	75932
	Year 2	71,178	73491	77166
Grade 4	Year 1	72,316	74666	78399
	Year 2	74,056	76463	80286
Grade 5	Year 1	75,747	78209	82119
	Year 2	76,913	79413	83384
Grade 6	Year 1	78080	80618	84649
Grade 7	Year 1	81439	84086	88290
	Year 2	82601	85286	89550
	Year 3	83765	86487	90811

SCHEDULE TWO

A CLASSIFICATION

The classification criteria following are used to determine the appropriate level for Professional Therapy Staff.

When classifying a position all aspects of the job are considered.

Grade 1

A base grade professional practitioner, initially under close supervision as to method of approach and requirements, performs normal professional work under general professional guidance, and with professional development may perform novel, complex or critical professional work under professional supervision. The work involves any or all of the following:

- The normal professional work of an organisational unit is of a specialised professional field encompassed by the work of the unit under professional supervision.
- Difficult or novel or critical professional work under professional supervision.
- Research carried out under professional supervision and which may be expected to contribute to advances in technique used.
- General supervision over technical personnel.

As experience is gained the contribution and the level of professional judgement increases and professional supervision decreases, until a wide range of professional tasks are capable of being performed under general guidance. Persons must have sound theoretical knowledge professional knowledge gained through satisfactory completion of an appropriate course of study at a recognised tertiary institution where applicable be eligible for registration with the relevant professional board.

Grade 2

A senior professional practitioner or supervising professional practitioner who performs professional work.

Operating either individually or as a professional team leader. Work involves all phases of the project and or intervention process including problem definition, assessment, planning, liaison, execution, analysis, interpretation and reporting on findings involving normal professional work. Leadership responsibilities may be evident for the completion of the scope and objectives of a project, the senior professional practitioner selects and adapts methods best suited to the project and accepts personal professional responsibility for completeness and adequacy. The results obtained will be documented, demonstrate the progressive attainment of greater knowledge and experience to achieve higher level outcomes under reducing professional direction or professional work where it is isolated from immediate supervision. Senior professional practitioners may participate as team members in research projects.

Grade 3

As a senior professional practitioner of a small unit (up to ten) contribute directly to the formulation of agency policies for the work area.

It requires an understanding of the wider policy and strategic context. Professional advice at this level generally has consequences beyond the immediate work area and is normally only reviewed for policy and general approach. The work has moderate corporate compact. Persons at this level are expected to have extensive experience in their professional field to perform a range of tasks or proven expertise in a specific area. The senior professional practitioner at this level is expected to apply significant professional judgement in their professional discipline in relation to novel, complex and critical work. The senior professional practitioner may direct professional and other staff engaged in clinical work within a functional unit. Direction may require professional leadership over subordinate staff including supervisors. This involves setting standards for and evaluating performance, interpreting policy relevant to the work area and may involve resolving professional problems. The senior professional practitioner may be involved in originating research projects.

Grade 4

As a deputy of a large department, chief of a small department (less than ten) or as a senior professional practitioner with proven expertise in a specific clinical area.

The work requires a high degree of independence in determination of overall strategies, priorities, work standards and the allocation of resources. Judgements made at this level form the basis of advice to senior levels within the agency and are often critical to the achievement of overall objectives of a corporate impact. Administrative direction is given in the agency's policies and objectives to ensure coordination with other major work units. The person is expected to apply significant professional knowledge and judgement in their profession directly relevant to the work area in relation to novel, complex or critical work. Persons at this level may be responsible for initiating, planning and conducting research. Persons of the level may lead and direct an organisational team of professionals and other staff requiring considerable coordination and are responsible for human, physical and financial control of that team.

Grade 5

As chief of a medium department (approx ten-fifteen) or a senior professional practitioner exercising significant clinical judgement.

Persons at this level may operate in accordance with broad objectives and are expected to apply significant professional judgement and knowledge in their profession directly relevant in their work area and in relation to more novel, complex or critical work. Persons at this level may lead, direct and coordinate a major function or work area in agency involving a considerable variety of activities on a functional basis. They have significant responsibility for the human, physical and financial resources under their control and the work may include project coordination of significant professional or clinical nature. Persons at this level may be responsible for initiating, planning and conducting research of considerable breadth which contributes significantly to the development of agency or corporate policy or are highly complex in terms of problem definition and methodology.

Grade 6

As chief of a large department (fifteen-twenty) or a senior professional practitioner exercising critical professional judgement.

Persons at this level may operate in accordance with broad objectives and are expected to apply unusually significant professional knowledge and judgement in relation to the most novel, complex or critical work. Persons at this level may be expected to have a depth of knowledge in their profession of significance to the organisation. There is a requirement for a high degree of originality and analytical and conceptional skills in the resolution of particularly complex clinical or policy issues. The work requires content adaption of existing principles to new and unusual problems. Persons at this level often have a national reputation.

Grade 7

As chief of a very large department the work involves executive management of several major work areas involving a very wide variety of activities associated with the development, coordination and implementation of state wide policies.

Only broad corporate objectives govern the portion within which total flexibility exists for developing policies, strategies and tactics to achieve objectives. Direction would be an exception and limited only to issues which have impact upon other external operational policy areas. Work at this level has higher corporate impact.

B INCREMENTAL PROGRESSION

Progression for all classifications for which there is more than one wage point, shall be by annual increments, having regard to the acquisition and utilisation of skills and knowledge through experience in his or her practice setting(s) over such period.

C 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.