



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Wintringham
(AG2020/3595)

WINTRINGHAM COLLECTIVE AGREEMENT 2020

Aged care industry

COMMISSIONER LEE

MELBOURNE, 12 FEBRUARY 2021

Application for approval of the Wintringham Collective Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Wintringham Collective Agreement 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Wintringham. The Agreement is a single enterprise agreement.

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

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

[4] The Australian Workers' Union, Health Services Union of Australia and Australian Nursing and Midwifery Federation being bargaining representatives for the Agreement, have given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisations.

[5] I observe that the following provision is likely to be inconsistent with the National Employment Standards (NES):

- Clause 43 – Annual Leave.

However, noting clause 7.3 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 February 2021. The nominal expiry date of the Agreement is 30 April 2024.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2020/3595Applicant:
Wintringham

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Leslie Butler, General Manager-People, Culture and Engagement have the authority given to me by Wintringham to give the following undertakings with respect to the Wintringham Collective Agreement 2020 ("the Agreement"):

1. During all relevant times while the Agreement is in force and effect Wintringham will apply the following comparative table, all employees employed as Lifestyle and Leisure (Recreation) classifications however titled and covered by the Agreement will be paid the minimum weekly wage rate under each of the following classifications in the Award as specified:

Agreement	Award
Grade 1	Level 2 (unqualified) – Aged Care Award
Grade 2	Level 4 (Cert III qualified) – Aged Care Award 2010
Grade 3	Level 5 (Cert IV qualified) – Aged Care Award 2010
Grade 4	Level 7 (degree qualified) - Aged Care Award 2010. Or, alternatively Health Professional Employee Level 1 - Health Professionals and Support Services Award 2020 (because the Aged Care Award does not contemplate a Degree qualification).
Coordinator Unqualified	Level 7 of the Aged Care Award 2010
Coordinator Qualified	Level 7 (degree qualified) – Aged Care Award Or, alternatively Health Professional Employee Level 3 - Health Professionals and Support Services Award 2020 (because the Aged Care Award does not contemplate a Degree qualification).

2. During all relevant times while the Agreement is in force and effect Wintringham will pay the following rates for Recreation Staff, Coordinator (Qualified) Year 1:

	2020	2021	2022	2023
1st Year	1398.1442	1429.6025	1461.7685	1494.6583

3. During all relevant times while the Agreement is in force and effect Wintringham will pay the following rates of pay for any employee employed as a Registered Nurse Grade 7 in the Wintringham Collective Agreement 2020.

2020	2021	2022	2023
2161.1633	2209.7895	2259.5097	2310.3487

4. During all relevant times while the Agreement is in force and effect Wintringham will pay a minimum of \$89 per week for any employee employed in accordance with clause 15.6.3.2 the Wintringham Collective Agreement 2020.

5. A - During all relevant times while the Agreement is in force and effect the words in clause 27.2.1 will be applied to provide for overtime in addition to rostered ordinary hours of any day / shift for full time employees.

B – During all relevant times while the Agreement is in force and effect the words in clause 15.3.3 will mean, ‘in addition to rostered ordinary hours of any day / shift for employees where time worked for ordinary rostered time, hours in excess of 10 hours in a day, 38 hours in a week, or 76 hours in a fortnight, the excess hours for part time and casual employees will be paid at the overtime rate’.

6. During all relevant times that the Agreement is in force and effect Wintringham will pay casual employees a 25% casual loading and any applicable shift penalty or overtime payments in accordance with the Award that would otherwise apply to that employee.

7. A - During all relevant times that the Agreement is in force and effect Wintringham will pay all employees that would otherwise be covered by provisions of the Social, Community, Home Care, and Disability Services Award 2010 sleepover payments in accordance with clause 25.7 of the Award.

B – Should Wintringham employ an employee who would otherwise be covered by the Social, Community, Home Care, and Disability Services Award 2010 to provide 24 hour care or work broken shifts the provisions of clause 25 of the Award will apply.

C - During all relevant times that the Agreement is in force and effect Wintringham will pay overtime rates for any employee that would otherwise be covered by the provisions of the Social, Community, Home Care, and Disability Services Award 2010 or the provisions of the Nurse Award 2010 that is required by Wintringham to work through a meal break or remain available to attend duty, for the period of the break.

D - During all relevant times that the Agreement is in force and effect Wintringham will provide all employees that would otherwise be covered by the provisions of the Social, Community, Home Care, and Disability Services Award 2010 a 20 minute rest break for every four hours of overtime worked and a free meal/meal allowance as per the Awards.

E - During all relevant times that the Agreement is in force and effect Wintringham will provide all employees that would otherwise be covered by the provisions of the Social,

Community, Home Care, and Disability Services Award 2010 with a 10 hour break between rostered shifts.

8. During all relevant times that the Agreement is in force and effect Wintringham will provide for minimum engagement of 3 hours for all casual Outreach Workers.
9. A - Wintringham does not currently employ any employees in the classifications of Corporate Service program Coordinators or Assistant / Deputy Program Coordinators. Wintringham currently has no intention of doing so during the life of the Agreement but if that does occur, clause 27.10 will be applied as if it did not contain any reference to these classifications.
10. See below updated allowances table, Schedule C of the agreement:

SCHEDULE TWO - ALLOWANCES

ENROLLED NURSES	2020	2021	2022	2023
Morning Shift Allowance	26.4781	27.0739	27.6831	28.3059
Afternoon Shift Allowance	26.4781	27.0739	27.6831	28.3059
Night Shift Allowance	52.9675	54.1593	55.3779	56.6239

REGISTERED NURSES	2020	2021	2022	2023
Morning Shift Allowance	28.4307	29.0704	29.7245	30.3933
Afternoon Shift Allowance	28.4307	29.0704	29.7245	30.3933
Night Shift Allowance	56.7824	58.0600	59.3663	60.7021

NON NURSING STAFF	2020	2021	2022	2023
Morning Shift Allowance	23.1147	23.6348	24.1666	24.7103
Afternoon Shift Allowance	23.1147	23.6348	24.1666	24.7103
Night Shift Allowance	46.7712	47.8236	48.8996	49.9998

ALL STAFF	2020	2021	2022	2023
Change of Shift	38.1145	38.9721	39.8490	40.7456
On Call (5pm to 9am)	51.6381	52.78	53.988	55.2027
On Call (9am to 5pm, Saturday, Sundays, Public Holidays)	51.6381	52.78	53.988	55.2027
Sleepover	105.7995	108.1800	110.6141	113.1029

Meal Allowance	2020	2021	2022	2023
After 1 hour OT	13.6115	13.9178	14.2309	14.5511
After 4 hrs OT	10.8689	11.1135	11.3635	11.6192
5 hrs on Weekend or RDO	13.6115	13.9178	14.2309	14.5511
9 hrs on Weekend or RDO	10.8689	11.1135	11.3635	11.6192

Motor Vehicle allowance and Kilometre reimbursement – as per RACV rates

Towing Allowance (applies to cars required to draw a trailer behind) - \$0.42 per Kilometre

ALL STAFF

Leaders' Allowance – 10% of employee's normal rate of pay.

In Charge of Facility Allowance	2020	2021	2022	2023
	69.3667	70.9275	72.5234	74.1551

11. During all relevant times while the Agreement is in force and effect Wintringham will pay the following rates for employees employed as Outreach Workers Grade 5 Years 1 – 3:

	2020	2021	2022	2023
Year 1	1578.9100	1614.4355	1650.7603	1687.9024
Year 2	1612.7500	1649.0369	1686.1402	1724.0784
Year 3	1650.3900	1687.5238	1725.4931	1764.3167
Year 4	1687.5238	1725.4931	1764.3167	1804.0138
Year 5	1725.4931	1764.3167	1804.0138	1844.6041

12. During all relevant times that the Agreement is in force and effect Wintringham will pay Sunday penalty rates, for employees classified as Grade 4 and 5 Outreach Workers under the Agreement, in accordance with the provisions of the Social, Community, Home Care, and Disability Services Award 2010.
13. During all relevant times that the Agreement is in force and effect Wintringham will not employ any employees as a Registered Nurse Grade 2 Year 1 or Registered Nurse Grade 7. If at any stage throughout the life of the Agreement Wintringham does employ employees as a Registered Nurse Grade 2 Year 1 or Registered Nurse Grade 7, Wintringham will pay Sunday Penalty and Overtime to employees rates in accordance with the provisions of the Nurses Award 2010.

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



Signature

4 February 2021

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

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This agreement shall be known as the Wintringham Collective Agreement 2020.



2. ARRANGEMENT

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3. DEFINITIONS

- 3.1 **The Act** means the Fair Work Act 2009 (as amended from time to time)
- 3.2 **Agreement** shall mean the Wintringham Collective Agreement 2020
- 3.3 **ANMF** means Australian Nursing and Midwifery Federation
- 3.4 **ASU** means the Australian Municipal Administrative Clerical and Services Union
- 3.5 **AWU** means Australian Workers Union.
- 3.6 **Casual Employee** - means an Employee who is engaged intermittently for work of an unexpected or casual nature, and does not include an Employee who could properly be engaged as a full-time or part-time Employee.
- 3.7 **Continuous service** - means service with Wintringham. Absences of more than 28 days unpaid leave per annum will be disregarded but not break continuity of service.
- 3.8 **Disability or impairment** includes:
- 3.8.1 total or partial loss of a bodily function
 - 3.8.2 the presence in the body of organisms that may cause disease
 - 3.8.3 total or partial loss of a part of the body
 - 3.8.4 malfunction of a part of the body, including:
 - 3.8.4.1 a mental or psychological disease or disorder
 - 3.8.4.2 a condition or disorder that results in a person learning more slowly than people who do not have that condition or disorder
 - 3.8.4.3 malformation or disfigurement of a part of the body.
- 3.9 **Dispute** – is a disagreement or difference between people or groups of people, on a matter involving the application of this Agreement or the National Employment Standards, or pertaining to the relationship the Employer and Employee. A dispute may arise when one party makes a claim and the other party rejects it.
- 3.10 **Domestic Violence** means any violent, threatening, coercive or controlling behaviour that occurs in current or past family, domestic or intimate relationships. This includes not only physical injury but direct or indirect threats, sexual assault, emotional and psychological torment, economic control, damage to property, social isolation and any behaviour which causes a person to live in fear.
- 3.11 **Employee** means a person employed directly by Wintringham in a permanent, ongoing role, on a temporary or fixed term contract, or on a casual basis who falls within the salary classification structure contained in this Agreement.
- 3.12 **Employer** shall mean Wintringham.
- 3.13 **Experience** for the purposes of appointment or progression means experience in a position which was a paid position and which required the same level of qualifications, within the last five years.

- 3.14 **FWC** shall mean the Fair Work Commission.
- 3.15 **Grievance** – is a real or perceived issue causing resentment and is regarded as grounds for complaint.
- 3.16 **HWU** means Health Workers Union of Australia
- 3.17 **Immediate Family** – means
- 3.17.1 indigenous kinship; means a person related to the employee according to Aboriginal and Torres Strait Islander kinship rules which relevantly include moiety, totems and skin names.
 - 3.17.2 spouses and de facto partners, including same sex partners and previous or former partners. ; A de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes)
 - 3.17.3 children, including an adult child, adopted child, a step child or an ex nuptial child and grandchildren;
 - 3.17.4 parents;
 - 3.17.5 siblings
 - 3.17.6 grandparents; and
 - 3.17.7 those described above if they are those relatives of the employee's spouse, de facto partner or same sex partner.
- 3.18 **Industry experience** means 12 months of relevant experience gained over the previous 3 years or if part-time, on completion of 1976 hours of industry experience.
- 3.19 **Misconduct** - means behaviour inconsistent with the employees contract of employment or breaches of the Employer's workplace policies and matters not considered to be serious misconduct.
- 3.20 **Party** – means a party covered by this Agreement, being Wintringham, an Employee or Employees, or a Union. "Parties" is a collective reference to all Parties covered by this Agreement, except where the context indicates otherwise.
- 3.21 **Permanent Employee** - means an Employee engaged on a continuing basis. A permanent Employee may be engaged as a full time Employee or a part time Employee.
- 3.22 **Reasonable belief** - means a belief based on sufficient evidence that supports a conclusion on the balance of probabilities.
- 3.23 **Reasonable adjustment** - is modification or adjustment to a job, to the work environment or to an employment practice that makes it possible for an individual with a disability to enjoy an equal employment opportunity. The reasonable adjustment should aim to reduce or eliminate unnecessary barriers between an individual's skills and abilities and Wintringham's usual requirements for performing essential job functions.
- 3.24 **Rostered Off Benefits** - For the purposes of clause 30.1 a days pay will be calculated at the employees usual contracted ordinary hours.
- 3.25 **Serious Misconduct** – means wilful or deliberate behaviour inconsistent with the continuation of employment including theft, fraud, assault, being intoxicated, unauthorised access to or dissemination of pornographic material or refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment; and conduct that

causes serious or imminent risk to the health and safety of a person or reputation or viability of the Employer's business.

- 3.26 **Substantial injury or illness** - is an illness or injury that requires more than four (4) weeks of recovery or care.
- 3.27 **Union Delegate** – means a representative of the union who is an Employee of Wintringham of whom Wintringham has been notified of by the union.
- 3.28 **Workplace Bullying** – means repeated, unreasonable or inappropriate behaviour directed towards a worker, or group of workers, that a reasonable person, having regard to the circumstances, would see as victimising, humiliating, undermining or threatening and that creates a risk to health and safety.
- 3.29 **Year** – means a calendar year unless stated to be anniversary year.

4. OPERATION OF AGREEMENT

This Agreement shall come into operation on the seventh day after the date of approval by the Fair Work Commission. The nominal expiry date of this Agreement is 30 April 2024

5. SCOPE OF AGREEMENT

This Agreement shall apply to all employees employed by the employer other than the Chief Executive Officer, Chief Financial Officer / Deputy CEO, Chief of Staff, General Manager Aged Care Services, General Manager People Culture and Engagement and General Manager Housing Support Services however titled.

6. INCIDENCE OF AGREEMENT

6.1 This agreement shall apply to and be binding on:

Wintringham (“the Employer”); and

Australian Nursing and Midwifery Federation;

Health Workers Union of Australia;

Australian Services Union

Australian Workers Union

6.2 Any aged care facilities, acquired by Wintringham which may open for trading during the term of this agreement.

6.3 All persons whose employment is at any time when the Agreement is in operation, subject to the Agreement.

6.4 The employer will formally advise the Australian Nursing and Midwifery Federation (‘ANMF’), the Health Workers Union (‘HWU’), Australian Workers Union (“AWU”) and the Australian Services Union (‘ASU’) when the Agreement is made in order for the ANMF, HWU, AWU and ASU to apply to be covered by the Agreement.

7. AWARDS AND AGREEMENTS

7.1 This Agreement provides a comprehensive statement of the terms and conditions of the employment of employees to whom it applies.

7.2 This Agreement operates to the exclusion of and wholly replaces any Award or any other Industrial Instrument of the Fair Work Australia that would, apart from this clause, apply to the Employment of Employees covered by this Agreement by the Employer.

7.3 Should the NES as set out in the Fair Work Act be more favourable to an Employee in a particular respect than provisions set out in this Agreement, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in the Agreement will otherwise prevail.

8. **NO EXTRA CLAIMS**

8.1 The ANMF, HWU, ASU, AWU Employees and the Employer bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies and agrees that they will not pursue any extra claims during the term of this Agreement.

8.2 Savings Clause

No Employee shall suffer any loss or diminution of wages or entitlements (whether accrued or otherwise) or terms and conditions of employment in place immediately prior to the commencement of this Agreement by reason only of the coming into force of this Agreement.

9. **POSTING OF AGREEMENT**

A copy of this agreement shall be exhibited by the employer on work premises in a place accessible to all employees.

PART 2 - CONSULTATION AND DISPUTE RESOLUTION

10 CONSULTATION – ORGANISATIONAL CHANGE

10.1 This clause applies:

10.1.1 As soon as possible after identification by Wintringham of the need for major organisational change and prior to a decision being taken to proceed with organisational change to the Employer's production, programs, structures, work arrangements or technology; and where the change is likely to have a significant effect on Employees; or

10.1.2 Where Wintringham proposes to introduce change to the regular roster or ordinary hours of work of employees.

10.2 Major change means a change in the Employer's program, production, organisation, physical workplace (including refurbishment), workplace arrangements, the workplace location of Employees, structure or technology that is likely to have a significant effect on Employees.

10.3 A 'significant effect' on employees for the purpose of clause 10.1.1 is one that includes, but not limited to:

10.3.1 the termination of the employment; or

10.3.2 change to the composition, operation or size of Wintringham's workforce or to the skills required of the employee; or

10.3.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

10.3.4 the alteration of hours of work; or

10.3.5 the alteration of ordinary hours of work; or

10.3.6 the need to retrain employees; or

10.3.7 the need to relocate employees to another workplace whether temporary or otherwise; or

10.3.8 the restructuring of jobs.

10.4 It is in the interest of all parties to ensure that discussions regarding organisational change in accordance with this clause between Wintringham, employees and unions occur in a timely manner and issues raised are given prompt and proper consideration by the parties.

10.5 The relevant Employees may appoint a representative including their union for the purposes of this clause.

10.6 The Employer must recognise the representative, if:

10.6.1 a relevant Employee appoints, or relevant Employees appoint a representative for the purposes of consultation; and

10.6.2 the Employee or Employees advise the Employer of the identity of the representative.

10.7 As soon as practicable, and within a reasonable timeframe Wintringham must:

10.7.1 notify and discuss with the relevant Employees and unions:

- 10.7.1.1 the reasoning, commercial or otherwise for the introduction of the proposed change; and
- 10.7.1.2 the effect the change is likely to have on the Employees; and
- 10.7.1.3 measures Wintringham is taking to avert or mitigate the adverse effect of the change on the Employees; and

- 10.7.2 for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - 10.7.2.1 all relevant information about the change including the nature of the change proposed; and
 - 10.7.2.2 information about the expected effects of the change on the Employees; and
 - 10.7.2.3 any other matters likely to affect the Employees.
- 10.7.3 in relation to clause 10.6.2, invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 10.8 Wintringham however is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 10.9 The affected Employees and their representatives including unions may submit alternative proposals which will meet the indicated rationale for change. Such alternative proposals must be submitted in a timely manner so as not to lead to an unreasonable delay in the introduction of any contemplated change. In order to mitigate any adverse effects of the proposed change Wintringham will consider any alternatives raised by the employees regarding the proposed change and consideration of these views will be prompt and genuine, and reasons given to the affected Employees if Wintringham does not accept alternate proposals.

11 DISPUTE RESOLUTION PROCEDURE

- 11.1 This term sets out procedures to settle a dispute if the dispute relates to:
 - 11.1.1 A matter arising under this Agreement; or
 - 11.1.2 A minimum entitlement under the National Employment Standards
 - 11.1.3 A matter pertaining to the relationship between the Employee and the Employer.
- 11.2 An Employee who is a party to the dispute may appoint a representative, including their union for the purposes of the procedures in this term.
- 11.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between Wintringham or Employees and relevant supervisors and / or management.
- 11.4 In attempting to resolve the dispute or grievance, the parties will use the internal process and procedures, including escalation, to the higher levels of management in the first instance.
- 11.5 The parties agree the rules of natural justice apply, and the process will be conducted as quickly as possible, with as little formality, as a proper consideration of the matter allows.
- 11.6 The process outlined in clauses 11.3-5 is to commence no later than 7 days after notification of the dispute in writing and if the dispute is not resolved within 1 month then the provisions of clause 11.7 shall apply.
- 11.7 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC for conciliation and if necessary, arbitration pursuant to section 739 of the FW Act and in accordance with clause 11.8 of this agreement.
- 11.8 The parties consent to the FWC dealing with the dispute in two stages
 - 11.8.1 the FWC will first attempt to resolve the dispute by means it considers appropriate other than by arbitration including mediation, conciliation, expressing an opinion or making a recommendation; and
 - 11.8.2 if the FWC is unable to resolve the dispute by these means, the FWC will then arbitrate the dispute, utilising the powers available.
- 11.9 A decision made by the FWC when arbitrating a dispute is a decision for the purposes of Div 3 of Part 5 of the FW Act, and therefore an appeal may be made with respect to the decision.
- 11.10 While the parties are trying to resolve the dispute using the procedures in this clause:
 - 11.10.1 an Employee must continue to perform the work as he or she would have prior to the dispute being raised unless he or she has a reasonable concern about an imminent risk to health or safety; and
 - 11.10.2 an employee must comply with a direction given by Wintringham to perform other available work at the same or another workplace unless:
 - 11.10.2.1 the work is not safe; or
 - 11.10.2.2 applicable work health and safety legislation would not permit the work to be performed; or

11.10.2.3 the work is not appropriate for the Employee to perform; or

11.10.2.4 there are other reasonable grounds for the Employee to refuse to comply with the direction.

12 DISCIPLINARY PROCEDURE

- 12.1 Where disciplinary action may be necessary, the management representative shall notify the Employee of the concerns in writing and the Employee will be given an opportunity to respond to these concerns. In the event that the Employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the Employee's personnel file.
- 12.2 The concerns at 12.1 must relate to conduct or performance alleged to have occurred no longer than 6 months prior to the employee being notified in writing of the allegation(s).
- 12.3 If the problem continues, the Employee will again be notified in writing of the matter and a response requested from the Employee. If appropriate, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.
- 12.4 In the event that the problem continues, the Employee will again be notified in writing of the matter and a response requested. If appropriate, a final written warning will be issued to the Employee and recorded on the Employee's personnel file.
- 12.5 In the event of the matter recurring, then the Employee may be terminated after the matter/s have been investigated and reasons sought from the Employee.
- 12.6 Summary dismissal of an Employee may still occur for acts of 'serious misconduct' (as defined in the Fair Work Act 2009 (Cth)). Where an allegation of 'serious misconduct' is proven and the Employer, having considered all the circumstances does not wish to terminate the Employee's employment, a warning may be issued under paragraph 12.2 or 12.3 of this provision.
- 12.7 During all steps in the Disciplinary Procedure, the Employee has the right to representation of his or her choice, including the ANMF, AWU, HWU or ASU. The Employer may be represented by the representative of their choice.
- 12.8 Records relating to disciplinary procedures will be disregarded where a continuous period of 12 months elapses without further warning/s and records relating to these disciplinary procedures will be removed from the employee's personnel file.

13 ANTI-DISCRIMINATION

- 13.1 It is the intention of the respondents to this agreement to achieve the principal object of the Fair Work Act 2009 through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

- 13.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the respondents must make every endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 13.3 Nothing in this clause is to be taken to affect:
- 13.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - 13.3.2 the payment of different wages for employees who have not reached a particular age;
 - 13.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including any application to the Human Rights and Equal Opportunity Commission;
 - 13.3.4 the exemptions in 351(2) of the Act.

14 AGREEMENT FLEXIBILITY

- 14.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if the agreement deals with one or more of the following matters:
- 14.1.1 salary sacrifice of superannuation
 - 14.1.2 hours of work
 - 14.1.3 accrued time off
 - 14.1.4 job share arrangements
 - 14.1.5 compressed working week
 - 14.1.6 remote working
 - 14.1.7 working from home
 - 14.1.8 purchased leave, and
 - 14.1.9 leave loading.
- 14.2 the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph 14.1 and
- 14.3 the employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 14.4 The employer must ensure that the terms of the individual flexibility arrangement:
- 14.4.1 are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 14.4.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - 14.4.3 result in the employee being better off overall than the employee would be if no arrangement was made.
- 14.5 The employer must ensure that the individual flexibility arrangement:
- 14.5.1 is in writing; and
 - 14.5.2 includes the name of the employer and employee; and

- 14.5.3 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- 14.5.4 includes details of:
 - 14.5.4.1 the terms of the enterprise agreement that will be varied by the arrangement; and
 - 14.5.4.2 how the arrangement will vary the effect of the terms; and
 - 14.5.4.3 how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 14.5.4.4 states the day on which the arrangement commences.
- 14.5.5 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 14.6 The employer or employee may terminate the individual flexibility arrangement:
 - 14.6.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 14.6.2 if the employer and employee agree in writing — at any time.

PART 3 - TERMS OF EMPLOYMENT

15 TYPES OF EMPLOYMENT

At the time of engagement, an employer shall provide each employee with written advice of the terms of their employment which specifies whether they are full-time, part-time, fixed term temporary or casual, an outline of the duties of the position, details of minimum hours and days of work, and pursuant to this agreement, the classification and rate of pay of the position, and any other relevant details attaching to the employment arrangement.

An individual employee may have two separate classifications where he or she is doing two different jobs that involve different rates of pay. This provision must not be used to avoid payment of higher duties allowance and the employee's total ordinary hours of work must not be more than 38.

15.1 Minimum Engagement

The minimum engagement is for all employees other than those providing home care is three (3) hours. For those employees providing home care the minimum engagement shall be two (2) hours and for casual employees in any setting two (2) hours.

15.2 Full-time employment

A full-time employee shall mean an employee who is engaged to work 38 hours of ordinary time per week in accordance with the provisions of clause 19 - Hours of Work, and who shall be entitled to all the benefits of this agreement.

15.3 Part-time employment

15.3.1 A part-time employee shall mean an employee who is engaged to work ordinary hours of less than 38 hours per week and shall be entitled to all the benefits of this agreement on a pro rata basis apply.

15.3.2 Subject to the rostering provisions of clause 25, before commencing employment, the employer and employee will agree in writing on a minimum number of actual contracted hours to be worked in each week or fortnight, the pattern of days and times of the week the employee will be available to work.

15.3.3 Time worked by a part time employee in excess of their ordinary daily rostered part time hours and approved by Wintringham will be considered approved overtime and paid at the rates prescribed in clause 27 - Overtime, of this agreement unless otherwise excluded by this agreement.

15.3.4 A part-time employee employed within a designated residential care facility is entitled to request a regular review of working hours and any regular and systematic additional ordinary hours worked must be incorporated into their contracted hours, unless there is an exceptional reason (e.g. extra hours result from filling in for mat leave).

15.3.5 Extra days or shifts requested by or offered to a part time employee and agreed by Wintringham and the employee shall not be paid as overtime unless:

15.3.5.1 the time worked exceeds the normal full time weekly/fortnightly hours

15.3.5.2 the additional hours are not in excess of the standard rostered full-time shift length in a day.

15.4 Casual employment

15.4.1 A casual employee means an employee who is engaged intermittently for work of an unexpected or casual nature and does not include an employee who could properly be engaged as a full-time or part-time employee. It is intended that casual employment will only be utilised to assist with genuine peaks and troughs or shortages of labour where permanent or bank staff are not available. It is not intended that casual employees will be employed on a regular or systematic basis. If this is the case then sub-clause 15.2 will apply.

15.4.1.1 A casual employee shall be paid for such hours worked at a rate equal of 1/38th of the appropriate weekly rate prescribed in Schedule One – Classification and Wage Rates, plus a loading of 25% for ordinary working hours without entitlement to sick leave or annual leave.

15.4.2 Time worked by a casual employee in excess of their ordinary daily rostered casual hours and approved by Wintringham will be considered approved overtime and paid at the rates prescribed in clause 27 - Overtime, of this agreement unless otherwise excluded by this agreement.

15.4.2.1 A casual staff member will be advised in advance of the length of the casual shift and if it is changed or cancelled within 12 hours of the shift commencing the employer will pay the employee for 50 per cent of the length of the scheduled shift forgone (unless the change means a longer shift length). This clause shall not apply to casual employees working with clients in Home Care or NDIS

15.4.2.2 Casual Conversion

Where a casual employee has been rostered on a regular and systematic basis over 26 weeks, (provided that the rostering pattern has not resulted from coverage for extended absences such as maternity leave, long service leave, workers compensation leave and extended sick leave or the effects of any designated state Pandemic, either the Employer or Employee has the right to request in writing the conversion to permanent employment and that request will not be unreasonably refused by either party.

15.4.3 Caring Responsibilities Casual Employees

15.3.2.1 Subject to the evidentiary and notice requirements in clause 46 – Personal Leave, casual employees are entitled to not be available to attend work, or to leave work:

15.3.2.1.1 if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

15.3.2.1.2 upon the death in Australia of an immediate family or household member.

15.3.2.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

15.3.2.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

15.5 Fixed Term Employment/ Temporary Employment

15.4.1 Employees may be engaged on a Fixed Term or Temporary basis in the following situations:

15.4.1.1 to provide replacement for permanent employees taking but not limited to Parental Leave, Long Service leave, Annual leave, extended Sick Leave, Work Cover Leave and any other approved leave with or without pay.

15.4.1.2 to provide employees for specific projects funded outside the normal recurrent funding regimes.

15.6 Trainees

Trainees will be employed and paid in accordance with this Agreement.

15.7 Supported Employees

15.6.1 Supported Wage System

This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement. In the context of this clause, the following definitions will apply:

15.6.1.1 Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.

15.6.1.2 Accredited assessor means a person accredited by the management unit established by the Commonwealth under the supported wage

system to perform assessments of an individual's productive capacity within the supported wage system

15.6.1.3 Disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

15.6.1.4 Assessment instrument means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

15.6.2 Eligibility criteria

15.6.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

15.6.2.2 This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

15.6.2.3 This clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the Disability Services Act 1986 (Cth) and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12AA of the Disability Services Act 1986, or if a part only has received recognition, that part.

15.6.3 Supported wage rates

15.6.3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing according to the following schedule:

Assessed capacity (clause S.4)	Prescribed agreement rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%

70%	70%
80%	80%
90%	90%

15.6.3.2 Provided that the minimum amount payable shall be not less than \$81 per week.

15.6.3.3 Where a person's assessed capacity is 10%; they shall receive a high degree of assistance and support.

15.6.4 Assessment of capacity

For the purpose of establishing the percentage of the agreement rate to be paid to an employee under this agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

15.6.4.1 the employer and the union party to the agreement, in consultation with the employee or, if desired by any of these;

15.6.4.2 the employer and an accredited assessor from a panel agreed by the parties to the agreement and the employee.

15.6.5 Lodgment of assessment instrument

15.6.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the agreement wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Australian Industrial Relations Commission.

15.6.5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union is not a party to the assessment it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

15.6.6 Review of assessment

15.6.6.1 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

15.6.7 Other terms and conditions of employment

15.6.7.1 Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

15.6.8 Workplace adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

15.6.9 Trial period

15.6.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

15.6.9.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

15.6.9.3 The minimum amount payable to the employee during the trial period shall be no less than \$89 per week.

15.6.9.4 Work trials should include induction or training as appropriate to the job being trialed.

15.6.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 15.6.1.

16 NOTICE OF TERMINATION

16.1 Notice of termination by employer

16.1.1 In order to terminate the employment of an employee, four weeks' written notice shall be given by the employer.

16.1.2 In addition to the notice in 16.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

16.1.3 Payment in lieu of the prescribed notice in 16.1.1 and 16.1.2 must be made if the appropriate notice period is not required to be worked provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

16.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become

liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

16.1.4.1 the employee's ordinary hours of work (even if not standard hours);
and

16.1.4.2 the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

16.1.4.3 any other amounts payable under the employee's contract of employment.

16.1.5 The period of notice in this clause does not apply:

16.1.5.1 in the case of dismissal for serious misconduct;

16.1.5.2 Intentionally left blank.

16.1.5.3 to employees engaged for a specific period of time or for a specific task or tasks only where the specific period of time for which the employee was engaged is concluding, or where the specified task for which the employee was engaged has been completed.

16.1.5.4 to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

16.1.5.5 to casual employees.

16.1.5.5 to employees during their probationary and or qualifying period where notice of one week shall apply

16.3 Notice of termination by an employee

16.3.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

16.4 Job search entitlement

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

16.5 Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 17 - Redundancy, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittor and taken into account when calculating notice of termination. However, an employee

shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

A qualifying or probationary period, however titled, shall not apply to a transferring employee.

17 REDUNDANCY

17.1 Definitions

17.1.1 Business includes trade, process, business or occupation and includes part of any such business.

17.1.2 Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job (or part of the job) the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

17.1.3 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

17.1.4 Week's pay means the ordinary time rate of pay for the employee concerned.

Provided that such rate shall exclude:

17.1.4.1 overtime;

17.1.4.2 penalty rates;

17.1.4.3 disability allowances;

17.1.4.4 shift allowances;

17.1.4.5 special rates;

17.1.4.6 fares and travelling time allowances;

17.1.4.7 bonuses; and

17.1.4.8 any other ancillary payments of a like nature.

17.2 Severance pay

An employee, whose employment is terminated (or part of the employee's employment) by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay ¹
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay

¹ As defined in 17.1

4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

17.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 16 - Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

17.4 Job search entitlement

17.4.1 During the period of notice of termination given by the employer in accordance with 17.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

17.4.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

17.4.3 The job search entitlements under this sub clause apply in lieu of the provisions of 17.3.

17.5 Transmission of business

17.5.1 The provisions of this clause are not applicable where a business is before or after the date of this agreement, transmitted from an employer (in this sub clause called the transferor) to another employer (in this sub clause called the transferee), in any of the following circumstances:

17.5.1.1 Where the employee accepts employment with the transferee which recognises the period of continuous service which the employee had with the transferor and any prior transferor to be continuous service of the employee with the transferee; or

17.5.1.2 Where the employee rejects an offer of employment with the transferee:

17.5.1.2.1 in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transferor; and

17.5.1.2.2 which recognises the period of continuous service which the employee had with the transferor and any prior transferor to be continuous service of the employee with the transferee.

17.5.2 However, in a transfer of business situation, where the new Employer requires that the Employee serve a new minimum period of employment pursuant to s384(2)(b) of the Fair Work Act and the Employee refuses such employment, then a severance payment will be payable by the first Employer. A severance payment in this circumstance will be payable even if the terms and conditions of the alternative employment are substantially similar to, and, considered on an overall basis, no less favourable than the Employee's terms and conditions prior to accepting the new employment and the new Employer recognises the Employee's service with the first Employer.

17.5.3 Employees exempted

This clause does not apply to:

17.5.3.1 employees terminated as a consequence of serious misconduct that justifies dismissal without notice;

17.5.3.2 probationary employees;

17.5.3.3 apprentices;

17.5.3.4 trainees;

17.5.3.5 employees engaged for a specific period of time or for a specified task or tasks;

17.5.3.6 casual employees; or

17.5.3.7 an employee who is offered acceptable alternative employment in a transmission of business on terms and conditions no less favourable overall than their current employment.

17.5.4 Redeployment linked to redundancy

17.5.4.1 Where surplus positions are identified, opportunities for redeployment will be investigated and offered during a redeployment period which will equal the same period of notice as the employee would have been entitled to if the employment had been terminated. The redeployment period may be waived by agreement. At the end of the period (or earlier by mutual agreement) the Employee will:

17.5.4.1.1 Be offered a redeployment position (subject to salary maintenance if applicable); or

17.5.4.1.2 Be given appropriate notice of termination in accordance with this clause and be paid the relevant redundancy payment as per clause 17.2.

17.5.4.2 The employer will assess the suitability of a candidate for a redeployment opportunity on the basis of appropriate competencies, skills and qualifications, and the capacity of the employee to acquire the required skills within the same quantum of time and with the same training that would usually be provided to any new employee when starting in the position;

17.5.4.3 In cases of redeployment the employee's pre-redeployment wages will be maintained for a period of three (3) months, including base wages, allowances and penalties. Employees with more than five (5) years of continuous service will receive a further period of three (3) months salary maintenance (a total of six (6) months).

18 REDUNDANCY DISPUTES

18.1 Paragraphs 18.2 and 18.3 impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a redundancy dispute).

18.2 Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees in good time, with relevant information including:

18.2.1 the reasons for any proposed redundancy;

18.2.2 the number and categories of workers likely to be affected; and

18.2.3 the period over which any proposed redundancies are intended to be carried out.

18.3 Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the employees concerned.

PART 4 - WAGES AND RELATED MATTERS

19 FLEXIBLE WORKING ARRANGEMENTS, FILLING OF VACANCIES & HOURS OF WORK

19.1 Annual Leave relief will be built into all budgets.

19.2 Extended leave (eg. LSL or Maternity Leave) and Study Leave will be fully replaced.

19.3 Agency employment will be strictly limited to unexpected roster vacancies i.e. sick leave.

19.4 The employer will develop its own employee bank.

19.5 The hours for an ordinary week's work shall be 38, or be an average of 38 per week in a fortnight, or in a four week period or, by mutual agreement, in a five week period in the case of an employee working ten hour shifts and shall be worked either:

19.5.1 in five days in shifts of not more than eight hours each; or

19.5.2 in a fortnight of 76 hours in ten shifts of not more than eight hours each; or

19.5.3 in 152 hours per four-week period to be worked as nineteen shifts each of eight hours; or

19.5.4 by mutual agreement:

19.5.4.1 in four days in shifts of not more than ten hours each; or

19.5.4.2 in fortnight of 76 hours in eight shifts of not more than ten hours each; or

19.5.4.3 in six days in shifts of not more than eight hours each; or

19.5.4.4 in a fortnight of 76 hours in ten shifts of not more than eight hours each; or

19.5.4.5 or part time employees only in a fortnight of 76 hours up to eleven shifts of not more than eight hours each, provided that no employee shall be required to work more than six consecutive periods of ordinary duty without 24 hours off duty within each pay period (fortnight).

19.6 The Senior Manager Aged Care, Housing Support Manager, Corporate/Support Managers, Site and Program Managers may work in excess of the number of hours fixed as a day's, a week's or a fortnight's work, as compensation, such employees are provided with an additional (38) thirty-eight hours of annual leave each year. Part-time employees receive a pro-rata entitlement.

19.7 With the exception of time occupied in having meals (which shall be a period of not less than 30 minutes for each meal) with one additional break if same is required by the employer, the work of each shift shall be continuous provided that no such additional break shall be required in respect of rostered hours of ordinary duty

finishing on the day after commencing duty or commencing after midnight and before 5.00 am.

19.8 An employee on evening or night duty who is not relieved from duty and "on call" during a rostered meal interval shall be granted a meal interval of not less than twenty minutes to be commenced after completing three hours and not more than five hours of duty. Such time is to be counted as time worked.

19.9 Notice of days off

Except as provided in 19.10, in cases where by virtue of the arrangement of his/her ordinary working hours an employee is entitled to a day off during his/her work cycle, such employee shall be advised by the employer at least four weeks in advance of the week day he is to take off.

19.10 Substitute days

An individual employee, with the agreement of his/her employer, may substitute the day he is to take off for another day.

19.10.1 An employee would therefore work on what would normally have been his or her accrued or rostered day off and accrue an entitlement to bank a rostered day off to be taken at a mutually convenient time for both the employee and the employer, provided that no less than seven days' notice is given before taking the banked accrued or rostered day(s) off.

19.10.2 No payments or penalty payment shall be made to employees working under this substitute banked accrued or rostered day off. However the employer will maintain a record of the number of accrued or rostered days banked and will apply the Average Pay System during the weeks when an employee elects to take a banked accrued or rostered day off.

19.10.3 Employees terminating prior to taking any banked accrued or rostered day(s) off shall receive the following: Average weekly pay X number of banked substitute days Divided by 5.

19.11 Day/s Off in Each Week

19.11.1 Other than by mutual agreement, and at the written request of the employee, no employee shall be required to work more than six consecutive periods of ordinary duty without 24 hours off duty.

19.11.2 Provided further that notwithstanding anything else contained in this part, where the employer requires an employee to work more than six consecutive periods of ordinary duty without 24 hours off duty shall be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of treble time until he/she has been given 24 hours off duty.

19.11.3 For the purposes of this clause the working week shall commence at midnight on a Sunday.

19.12 Where necessary an Employee shall be entitled to cease work ten minutes before his/her rostered finishing time to enable him/her to wash or to change his/her clothes.

19.13 If an employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that employee shall be paid for the actual hours worked at the ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift). No overtime is payable for the additional hour worked because of daylight saving.

19.14 Flexible Work Arrangements

Where an employee wishes to change their working arrangements then the employee may make a request to Wintringham for a change in their working arrangements. An Employee may request to commence a Flexible working arrangement, which may include:

19.14.1 Part-time hours;

19.14.2 Job share;

19.14.3 Gradual or staggered reduction in hours of work;

19.14.4 Purchased Leave in accordance with clause 44;

19.14.5 Reducing their current part-time or full time hours;

19.14.6 Redesigning their current part-time/full time position; or

19.14.7 Working from home.

19.14.8 Working from remote location.

19.14.9 Requesting a combination of all the above.

19.15 The Employee must have completed at least twelve months continuous service with Wintringham to be eligible to make a request pursuant to clause 19.14.

19.16 Wintringham must give the Employee a written response to the request within 21 days of receipt of the application stating whether Wintringham grants or refuses the request.

19.17 Wintringham may only refuse the request on reasonable business grounds; and

19.18 Where Wintringham refuses a request it must provide the Employee with a written response that includes details of the reason for refusal.

20 CLASSIFICATIONS, WAGE RATES, TRAINING & PROFESSIONAL DEVELOPMENT

20.1 Classifications and Wage Rates

20.1.1 Classification and Wage Rates and Allowances are contained in Schedule 1 and Schedule 2 of this Agreement respectively and form part of this agreement. No employee will suffer any reduction in salary or entitlements as a result of this agreement.

20.1.2 The current wage rates prescribed in Schedule 1 will be increased as follows:

20.1.2.1 By 2.25% from the first full pay period on or after 1 July 2020

20.1.2.2 By a further 2.25% from the first full pay period on or after 1 July 2021

20.1.2.3 By a further 2.25% from the first full pay period on or after 1 July 2022

20.1.2.4 By a further 2.25% from the first full pay period on or after 1 July 2023

20.1.3 Allowances that are not determined as a percentage of a wage rate under this Agreement shall be increased in accordance with clause 20.1.2.1 to 20.1.2.4 inclusive.

20.2 Minimum Rate of Pay – Employer Guarantee

20.2.1 So long as an Employee is subject to this Agreement, the basic periodic rate of pay that is payable to the Employee will not be less than the basic rate of pay which would have been applicable to the Employee under the Nurses Award 2010 or Aged Care Award 2010 or the Social, Community, Home Care and Disability Services Industry Award 2010 had the Employee not been subject to this Agreement.

20.2.2 So long as a casual Employee is subject to this Agreement, the casual loading that is payable to the Employee will not be less than the default casual loading percentage provided by the Nurses Award 2010 or the Aged Care Award 2010 or the Social, Community, Home Care and Disability Services Industry Award 2010.

20.3 Incremental Progression

20.3.1 Incremental Progression is subject to meeting the requirements of the position descriptors and based on satisfactory performance in the previous year in accordance with the Performance Management Program (“PMP”).

20.3.2 All employees will participate in the employer's PMP. In cases where a Performance Management Review is delayed, the anniversary date shall not be changed and any increase in salary will be paid retrospectively to the anniversary date. Movement to the next highest salary point will be effective from the employee's anniversary date.

20.3.3 An employee who has been on leave without pay in excess of three months, in aggregate, in a twelve month period, shall have the review delayed by the period of absence. Any resultant increase shall also be delayed by the period

of absence. The delay will alter the employee's anniversary date with respect to this sub-clause.

20.3.4 Employees will progress annually, subject to satisfactory performance in the PMP review process, to the next incremental point within the band range of their level of appointment, until the top salary point is reached.

20.3.5 Where an employer is not satisfied that an employee's performance has met the requirements for the award of an increment the employee shall be informed of specifically how they have failed to meet the key criteria. The employee will be given an opportunity to raise mitigating circumstances or ongoing professional development of which the employer might be unaware. After considering any response from the employee the employer shall make a recommendation to defer or deny an increment if they consider that the employee has still not met the requirements for an incremental increase. Any recommendation shall include reasons and be provided in writing to the employee.

20.3.6 The recommendation by the employer to deny or defer an increment must be made, where practicable, no less than three months prior to the end of the relevant incremental period.

20.4 Training and professional development

20.4.1 An employee shall be permitted by the employer to be absent during ordinary working hours to attend agreed training and professional development courses. Such absences will be agreed between the employer and employee, and may be arranged in either of the following ways:

20.4.1.1 Wintringham will offer a Bursary Agreement (Schedule Three) to those employees who wish to undertake courses which require the employee to be absent during ordinary working hours on a regular basis for a period of three months or more. Absences from work for training and professional development taken under the provisions of this clause shall be to attend courses at an Australian university or TAFE College for a Degree or Diploma course in Nursing, Aged Care or Community Services, other courses relevant to the employment of the employees employment, services or profession to ensure the acquisition of any skill requirements as determined by this agreement.

20.4.1.2 A minimum of 5 days paid professional development leave per year (non-cumulative) will apply to all employees. Additional time off without loss of pay may be granted at the discretion of the employer. Such time may be taken as a block to attend a conference or when Wintringham requires the employee to undertake a course the attainment of which is required as part of their job classification and/or is relevant to their career development within Wintringham.

20.4.1.3 No application for training will be unreasonably refused.

20.4.1.4 A “day” for the purposes of this clause is the Employee’s normal shift length (e.g. if an employee misses a night shift to undertake course during the day they will be paid the duration of the usual night shift). Paid professional development leave need not fall on a day that the employee is otherwise rostered to work. The Employer may choose to direct the Employee to undertake work during this period.

20.4.2 An employee shall be permitted to be absent during ordinary working hours without loss of pay in order to attend:

20.4.2.1 examinations or assessments necessary to obtain qualifications in such courses. The amount of absence shall allow (4) four clear working days other than a Saturday or a Sunday on each occasion for pre-examination study. Paid absences granted in respect to attend examinations and pre examination study shall not exceed (4) four clear working days per year.

20.4.2.2 Occupational Health and Safety training in accordance with the requirements of the Occupational Health and Safety Act.

20.5 Letter of Appointment and Service and Training Certificate

20.5.1 Each employee shall receive a Letter of Appointment, stating his or her actual weekly hours (other than a casual employee), classification, job title and name of applicable industrial instruments in accordance with Schedule 5.

Nothing in this clause shall limit the ability of a part time employee to agree to work additional shifts at ordinary rates, save for any other limits prescribed by this Agreement.

20.5.2 Upon termination of employment, howsoever occurring, the Employer shall provide the Employee with a Service and Training Certificate in accordance with Schedule 5 detailing the following:

20.5.2.1 The Employee’s classification at the time of termination,

20.5.2.2 The Employee’s training including in-service training, self directed learning packages or other training on the Employee’s file,

20.5.2.3 The period of the Employee’s service,

20.5.2.4 The relevant contact point at the Employer to verify the information contained in the certificate.

20.5.3 Upon commencement of employment, the Employer will accept a Service and Training Certificate from the employee for the purpose of determining the appropriate classification or experience increment, subject to the following:

20.5.3.1 The Employee providing the Employer with a copy of the Certificate,

20.5.3.2 The issuing Employer verifying the contents to the Employer upon request of the Employer (such verification may be verbal or written).

20.6 In Service Education and Training

- 20.6.1 All employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular every employee must attend training required to meet statutory responsibilities.
- 20.6.2 Wintringham establishes a yearly training program each year, compulsory training is identified and scheduled and includes but is not limited to: fire and emergency training, manual handling training, challenging behaviours, infection control, food handling provided by the employer in each twelve month period or as required. Further compulsory training is based on individual requirements, for example, the requirement to renew First Aid Certificates on a three yearly basis. Compulsory training will be provided in either face-to-face education sessions or as part of an on-line training programme.
- 20.6.3 Where mandatory training is required to be undertaken on-line, Wintringham will provide appropriate access to computers and paid time release to complete the modules. If the modules cannot be completed within rostered work time Wintringham may authorize the employee to complete the modules at home and in such cases will pay the employee for the nominated completion time of the module. Where the employee attends compulsory training other than during the course of a rostered shift, the minimum payment shall be:
- 20.6.3.1 the length of the training or one (1) hour whichever is the greater where the training is continuous with the rostered shift.
- 20.6.3.2 the length of the training or two (2) hours whichever is the greater where the employee attends training at their normal work site and the training is not continuous with the rostered shift.
- 20.6.3.3 Where the employee attends training at a place other than their normal work site, the length of the training or two (2) hours whichever is the greater, plus a payment per kilometre from their normal workplace to the training site.
- 20.6.4 A quarterly training allowance will be paid to employees who have completed all of the required on-line training modules each quarter within the specified timeframe. Employees will be paid an allowance rate equivalent to (1) hour at their ordinary rate of pay, excluding any allowances, penalties and loadings, for each module completed. This allowance will be paid each quarter.
- 20.6.5 Attendance at any training course other than those referred to at 20.6.3 above may be supported by the employer in accordance with Clause 20.4.1 of this Agreement. In particular, the parties acknowledge that it is highly desirable for employees to attend training provided by the employer.
- 20.6.6 Where an employee fails to complete compulsory training referred to at 20.6.2 and including compulsory online training they may be removed from the roster without pay until such time as they do so. The employer will take all reasonable steps to assist an employee to complete the aforementioned training..

21 SALARY PACKAGING

All employees covered by the Agreement will have access to salary packaging arrangements as follows:

- 21.1 By agreement with the employee, the current rate of pay specified in the Agreement may be salary packaged in accordance with the requirements of the Employer.
- 21.2 The employee shall compensate the Employer from within their base remuneration, for any FBT incurred as a consequence of any salary packaging arrangement the employee has entered into. Where the employee chooses not to pay any of the costs associated with their salary packaging, the Employer may cease the employee's salary packaging arrangement.
- 21.3 The parties agree that in the event that salary packaging ceases to be an advantage to the employee (including as a result of subsequent changes to FBT legislation), the employee may elect to convert the amount packaged to salary. Any costs associated with the conversion to salary shall be borne by the employee and the Employer shall not be liable to make up any benefit lost as a consequence of an employee's decision to convert to salary.
- 21.4 The employee shall be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs shall be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll service (as applicable), as varied from time to time.
- 21.5 The parties recommend to employees who are considering salary packaging that they seek independent financial advice. The Employer shall not be held responsible in any way for the cost or outcome of any such advice, and furthermore, the parties agree that the employee shall pay any costs associated with salary packaging.
- 21.6 Superannuation contributions paid by the Employer into an approved fund will be calculated on the rate for the employee's classification rate (the pre-packaged rate) as varied by this Agreement.

22 PAYMENT OF WAGES

- 22.1 All wages shall be paid during working hours not later than Thursday following the end of the weekly or fortnightly pay period provided that:
 - 22.1.1 When a public holiday occurs on a Thursday or a Friday payment shall be made on the Wednesday;
 - 22.1.2 An employee who is rostered off on the Thursday pay day but who works anytime after 9.00 am on the Tuesday or any time on the Wednesday immediately preceding the Thursday, payment shall be made on the Tuesday or Wednesday as the case may be. This applies only where employees are paid by means other than direct bank transfer.

22.1.3 When an employee is paid by means other than direct bank transfer and that employee is not rostered. to work at any time between 9.00 a.m. on Monday and midnight on the Thursday, payment may be postponed upon such employee's next rostered period of duty following the Thursday but, should the employee so desire, he or she may attend and collect his or her pay on the pay day.

22.2 When an employee has given notice of termination of employment or an employer has terminated an employee's service, payment of all, wages and other moneys owing to an employee shall be made to the employee.

22.3 If an employee is kept waiting for more than 24 hours such employee shall be paid overtime rates for the duration of the period until all such moneys owing are paid with a minimum payment of two hours and a maximum payment of 7 hours and 36 minutes per day.

22.4 Notwithstanding the above, this subclause will not come into effect if the payment of wages or other moneys owed falls on a bank holiday or declared public holiday. This clause will come into effect upon the expiration of such a bank holiday or declared public holiday.

22.5 This subclause will not come into effect if any unforeseen event outside the control of the employer prevents the employer's ability to meet the requirements of this subclause.

23 OCCUPATIONAL SUPERANNUATION

23.1 The employer shall comply with all obligations relating to payment of occupational superannuation as provided for under the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993 and associated Regulations as amended from time to time.

23.1.1 Fund shall mean HESTA or Health Super or any approved fund as agreed by Wintringham, which meets the requirements of the Superannuation Industry (Supervision) Act 1993 as a complying fund for occupational superannuation.

23.1.2 The employer shall contribute to the fund for any employee irrespective of age or earnings per month.

23.2 Default fund

The employer shall provide each employee and each new employee upon commencement of employment with information on the funds. The employee shall then have 28 days to complete the information required, the employer shall then forward the employee's details to the employee's choice of fund. In the event that the employee does not select a fund of their choice, the employer will then forward superannuation contributions to the default fund. The default fund for the purposes of this agreement is HESTA.

23.3 Voluntary employee contributions

An employee may make additional voluntary contributions to their chosen fund from their salary and on receiving written authorisation from the employee the employer must commence making contributions to the fund in accordance with the Superannuation Industry Supervision Legislation (SIS).

23.4 Absence from work

23.4.1 Paid leave

23.4.1.1 Subject to the Trust Deed of the fund of which the employee is a member, absences from work will be treated in the following manner:

23.4.1.2 Contributions shall continue whilst a member of the fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave, paid parental leave and bereavement leave.

23.4.2 Unpaid leave

Contributions shall not be required to be made in respect of any absence from work without pay.

23.4.3 Work related injury and sickness

In the event of an eligible employee's absence from work due to work related injury or sickness, contributions will continue for the period of the absence provided that the member of the fund (employee) is receiving payments pursuant to workers' compensation legislation and in accordance with the provisions of the agreement dealing with accident pay (clause 24 - Accident Make-Up Pay).

23.5 Salary Sacrifice

23.5.1 An Employee may make an agreement with the Employer for salary sacrifice.

23.5.2 The Employee must specify an amount or a percentage of ordinary time earnings by which his or her salary is to be reduced ("the salary sacrifice").

23.5.3 The salary sacrifice will be deducted from the Employee's salary and contributed by the Employer to the Fund each month.

23.5.4 The Employer will continue to calculate the contributions required by clause 23.1 above and the Superannuation Guarantee (Administration) Act 1992 on the basis of the Employee's ordinary time earnings before the salary sacrifice is deducted.

23.5.5 Salary sacrifice deductions will be made during a period of paid leave and the Employee will receive the rate of pay specified under this agreement less the salary sacrifice deduction.

- 23.5.6 Calculation of salary for the purpose of leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice contributions.
- 23.5.7 The Employee may revoke the salary sacrifice agreement or alter the amount to be deducted on no more than two occasions in each calendar year.
- 23.5.8 The name of the Fund and the amount of any contributions remitted to the fund, whether superannuation guarantee contributions, salary sacrifice contributions or voluntary contributions must be included in pay slips provided by the Employer to each Employee.

24 ACCIDENT MAKE-UP PAY

- 24.1 The conditions under which an employee shall qualify for accident make-up payment shall be as prescribed hereunder:
 - 24.1.1 The employer shall pay an employee accident make-up payment where the employee receives an injury for which weekly payment of compensation is payable by or on behalf of the employer pursuant to the provisions of the appropriate Workers' Compensation Act or Ordinance as amended from time to time.
 - 24.1.2 Accident make-up payment means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the said appropriate Workers' Compensation Act or Ordinance and the employee's appropriate agreement rate, or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said agreement rate for that period. For the purposes of this Agreement "appropriate agreement rate" includes additional remuneration by way of qualifications allowances and seniors allowance, shift allowances and Saturday and Sunday rates, overtime payments, special rates or other similar regular payments. For the purposes of this clause the total rate will be determined by averaging the payments to the Employee during the last 13 weeks at work.
 - 24.1.3 The employer shall pay, or cause to be paid, accident make-up payment during the incapacity of the employee within the meaning of the said appropriate Act or Ordinance until such incapacity ceases or until the expiration of a period of 39 weeks from the date of injury, payment prescribed shall apply only in respect of an incapacity which results from an injury which is current during the first pay period commencing on or after or which occurs subsequent to that pay period.
 - 24.1.4 The liability of the employer to pay make-up payment in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the said appropriate Act or Ordinance, and the termination of the employee's employment for any reason during the period

of any incapacity shall in no way affect the liability of the employer to pay accident make-up payment as provided in this clause.

24.1.5 In the event that the employee receives a lump sum in redemption of weekly payments under the appropriate Act or Ordinance, the liability of the employer to pay accident make-up payment as herein provided shall cease from the date of such redemption.

24.1.6 Where an employee is absent from duty on account of a disability or required to attend a chiropodist/podiatrist, chiropractor, dentist, optometrist, osteopath, physiotherapist or psychologist, the employee shall be granted out of personal leave entitlements leave of absence for a period not exceeding five working days in aggregate in any personal leave accrual year.

PART 5 – ROSTERS, OVERTIME, SHIFT WORK, WEEKEND WORK AND HOLIDAYS

25 ROSTERS

25.1 Publication

25.1.1 A roster of at least fourteen days duration setting out Employees' daily availability (commencing and finishing times) and minimum hours of work per fortnight shall be posted at least fourteen days before it comes into operation in each work location and where it may be readily seen by Employees and representatives of the Employees, including the ANMF, AWU, ASU and HWU.

25.1.2 Except as in emergency situations, any changes in roster will be agreed between the Employee and Employer prior to the posting of the roster.

25.1.3 At the end of each working week, a further personal roster shall be produced and provided to each employee setting out their daily ordinary working hours, commencing and finishing times, office time and meal intervals for the week to come. All work allocated on the roster shall be within the parameters of the employee's daily availability and provide at least the minimum number of working hours as established at 15.1.

25.1.4 Where the employer has no accrued entitlements work for the employee to perform at any particular worksite the employer may require the employee to work in other areas of the employer's business

25.1.5 The roster or rosters shall be drawn up, other than in emergency situations, so as to provide at least eight hours between successive ordinary shifts.

25.1.6 The roster or rosters shall be drawn up so as to provide at least eight hours between successive ordinary shifts.

25.1.7 Where the Employer changes the Employee's roster without seven days' written notice to the Employee, the Employee will be paid as per schedule 2

Allowances. This clause only applies to those staff working in residential aged care facilities.

25.1.8 The change of roster allowance will be paid in relation to each change.

25.1.9 This allowance is not payable to a part-time Employee who requests to work an additional shift that is in addition to the Employee's normal rostered hours.

25.1.10 This clause shall not apply to casual Employees.

25.2 In the event of any dispute arising as to whether a roster arrangement has been adopted in accordance with the meaning and intent of 25.1 above, if not resolved at the workplace it shall be referred to the Fair Work Australia for resolution in accordance with the Dispute Resolution Procedure of the Agreement.

26 SHORT TERM REDEPLOYMENT

26.1 Where work undertaken by an employee is no longer available due to client request Wintringham will offer the employee who performs that work a suitable position that takes into account their skill and experience and, as far as practicable, maintains their status and conditions of employment, at the same remuneration level and within reasonable geographic proximity to their previous role.

26.2 For the purposes of this clause, reasonable geographic proximity is where an employee is required to travel less than 20 minutes each way (in addition to their existing kilometers/time travelled between home and their previous workplace) to their new workplace.

26.3 Where the employee refuses alternate duties offered they may take paid or unpaid leave.

26.4 Where the travel does exceed 20 minutes in addition to the employee's normal travel time, the employee will be paid this additional travel time as time worked.

27 OVERTIME

27.1 Only authorised overtime shall be paid.

27.2 The following overtime rates shall be paid for all work done:

27.2.1 In excess of a number of hours fixed as a day's, a week's or a fortnight's work as the case may be - time and a half for the first two hours and double time thereafter.

27.2.2 Notwithstanding 27.2.1 above single day absences for Sick Leave, Family, Annual or any other paid leave shall not be included in the calculation for overtime payments.

27.2.3 As overtime outside a spread of twelve hours from the commencement of the last previous rostered period of duty provided that the overtime is not continuous with the next succeeding period of duty - double time.

- 27.2.4 For the purposes of this clause, in accruing or calculating payment for overtime, each period of overtime shall stand alone.
- 27.3 By agreement with the employer, an employee may take the proportionate time off in lieu of payment of such overtime at the appropriate overtime rates as specified in 27.2. Such time in lieu shall be taken as mutually agreed between the Employer and Employee, provided that accrual of such leave shall not extend beyond a 28 day period. Where such time has not been taken within the 28 day period, such time shall be paid in accordance with this clause at the rate of pay which applied on the day the overtime was worked.
- 27.4 When overtime work (including recall to duty) is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive shifts.
- 27.5 An employee who works so much overtime between the termination of his/her last previous rostered ordinary hours of duty and the commencement of his/her next succeeding rostered period of duty that he/she would not have at least ten consecutive hours off duty between those times, shall, subject to this paragraph, be released after completion of such overtime worked until he/she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absences.
- 27.6 Further, an employee who does not receive at least eight consecutive hours off duty between the termination of his/her last previous rostered ordinary hours of duty and the commencement of his/her next succeeding rostered period of duty shall also be subject to the provisions of this sub clause. If on the instructions of her/his employer such an employee resumes or continues work without having had such eight (between ordinary shifts) or ten hours (after overtime) continuously off duty she/he shall be paid at the rate of double time until she/he is released from duty for such rest period and she/he shall be entitled to be absent until she/he has had eight or ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.
- 27.7 Subject to clause 27.8, an employer may require an employee to work reasonable overtime at overtime rates.
- 27.8 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- 27.8.1 Any risk to employee's health and safety;
 - 27.8.2 The employees' personal circumstances including any family responsibilities;
 - 27.8.3 The need of the workplace or enterprise;
 - 27.8.4 The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - 27.8.5 Any other relevant matter.

- 27.9 In the event of an Employee finishing any period of overtime at a time when reasonable means of transport are not available for the employee to return to her/his place of residence the employer shall provide adequate transport free of cost to the Employee.
- 27.10 This Clause shall not apply to the Senior Manager Aged Care Services, Housing Support Manager, Corporate /Support Managers, Site and Program Managers.

28 PENALTY RATES FOR SHIFT WORK

28.1 For the purposes of this clause:

- 28.1.1 Shift worker will mean an employee who is required to work all or part of their ordinary hours of work outside the spread of hours of 6.30 a.m. – 6.00 p.m. on a rostered basis and/or works a minimum of (10) ten weekend shifts (either Saturday or Sunday) of not less than (4) four hours each per year.
- 28.1.2 Morning Shift will mean where the rostered shift commence between 6.00 a.m. and 6.30 a.m.
- 28.1.3 Afternoon shift will mean a complete rostered shift of any number of hours which finishes at or after 6.00 p.m and before 12 midnight.
- 28.1.4 Night Shift will mean a completed rostered shift which finishes after midnight. From the commencement of this Agreement there is no distinction between occasional night shift and permanent night shift
- 28.1.5 Rostered day off will mean the entitlement to a day off.
- 28.1.6 Programmed day off will mean the normal days off duty provided for in accordance with the rostering provisions contained in this clause and relate to shift work.

28.2 Shift penalty

28.2.1 An employee working on:

28.2.1.1 A morning shift from Monday to Sunday inclusive will be paid an allowance as per Schedule 2 of this agreement in addition to the ordinary rate;

28.2.1.2 an afternoon shift from Monday to Sunday inclusive, will be paid an allowance as per Schedule 2 of this agreement in addition to the ordinary rate;

28.2.1.3 a night shift from Monday to Sunday inclusive, will be paid an allowance as per Schedule 2 of this agreement in addition to the ordinary rates.

28.2.2 The additional payments prescribed in clause 28.2.1 hereof will form part of the employee's ordinary pay for the purposes of this agreement.

28.2.3 An employee will have at least eight hours free from duty between the completion of one ordinary rostered shift and the commencement of the next ordinary rostered shift.

28.2.4 Change of shift allowance is not payable.

29 SPECIAL RATES FOR SATURDAYS AND SUNDAYS AND PUBLIC HOLIDAYS

An employee who is required to perform rostered hours of ordinary duty on:

29.1 A Saturday shall be paid 50% more for each hour of ordinary duty worked ;

29.2 A Sunday shall be paid 50% more for each hour of ordinary duty worked.

29.3 A Public Holiday shall be paid 150% more for each hour of ordinary duty worked.

30 PUBLIC HOLIDAYS

30.1 An employee shall be entitled to holidays on the following days:

30.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

30.1.2 the following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday, AFL Grand Final Eve Day (Victoria only), Eight Hour Day or Labour Day; and

30.1.3 Melbourne Cup Day (Victoria only) or in lieu of Melbourne Cup Day (Victoria only), some other day as determined in a particular locality.

30.2 Holidays in lieu

30.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

30.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

30.2.3 When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.

30.2.4 Where an employee works on Christmas Day or Boxing Day falling on a Saturday or Sunday they will be paid the appropriate public Holiday rate for those days and have no entitlement for the substitute days

30.3 Additional days

Where in the States, Territories or locality, public holidays are declared or prescribed on days other than those set out in 30.1 and 30.2 above, those days shall constitute additional holidays for the purpose of this Agreement and penalty rates will apply.

30.3.1 Employees rostered to work on public holidays and who fail to do so shall not be entitled to holiday pay for the said holiday.

30.3.1.1 If an employee works on any of such holidays (including additional days) or such holiday occurs on his or her rostered day off he or she shall be paid at the ordinary time rate of pay for the time so worked, in addition to which he or she shall be entitled to receive:

30.3.1.1.1 within four weeks following the date on which such holiday occurred;

30.3.1.1.2 one and a half extra day's pay;

30.3.1.1.3 one and a half days off in lieu thereof of which at least seven days' notice shall be given;

30.3.1.1.4 one and a half days shall be added to his or her annual leave;

30.3.2 in the case of an employee not qualifying for annual leave and where none of the provisions of 30.3.1 have been applied:

30.3.2.1 the one and a half days' pay shall be added to the payment in lieu of annual leave; and

30.3.2.2 one and a half times the ordinary time rate of pay for any work done in excess of eight hours.

30.4 In respect of Easter Saturday, an employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one day's pay in respect of Easter Saturday or where there is mutual consent, within four weeks following the date on which such holiday occurred the employee may take one day off in lieu or have one day added to their annual leave.

30.4.1 Notwithstanding the earlier provisions of this clause a shift worker (as defined in clause 43 - Annual Leave) who works on any of the holidays set out in 30.1 shall be entitled (in lieu of any entitlement under 30.2) to one and a half extra days' pay on the first pay day following the end of the pay period during which the holiday falls.

30.4.2 If, at the end of the yearly period in respect of which his or her annual leave accrues such shiftworker does not become entitled to additional leave under clause 43 - Annual Leave he or she shall, at the option of the employer, be entitled to one a half extra days' pay or one and a half extra days' annual leave for each such holiday on which he or she was rostered off.

30.4.3 Where an employee's accrued day off falls on any such public holiday, a substitute day shall be determined by the employer to be taken in lieu thereof, such day to be within the same four week cycle where practical.

30.5 Notwithstanding the provisions of 30.2, with the exception of Easter Saturday, an employee who is ordinarily not required to work on a Sunday or Saturday shall not be entitled to any benefit for any public holidays which may fall on or are observed on a Saturday or a Sunday unless he or she is required to work on any such public holiday.

30.6 Part-Time Employees

In determining whether a part-time employee who works a rotating roster is entitled to receive rostered off benefits for a particular public holiday, the employer will determine this by reviewing the roster pattern of the individual over the preceding six

months. If the rosters show that the employee has worked 50% or more on the days on which a particular public holiday falls, the employee shall be entitled to receive the 'rostered off' benefit for that public holiday. Days on which the employee was on leave, paid training or other leave or activity approved by the employer are deemed to be a day 'worked' for the purposes of this calculation.

31 MEAL INTERVALS AND REST BREAKS

31.1 Meal intervals

31.1.1 Except as provided in 31.2 hereof, a meal interval of not less than 30 minutes and not more than 60 minutes shall be allowed for each employee during the first five hours of each shift. Such meal interval shall not be counted as time worked.

31.1.2 Each employee on night duty who is not relieved from duty (and "on call") during the rostered meal interval shall be granted a meal interval of not less than twenty minutes to be commenced after completing three hours and not more than five hours of duty. Such time to be counted as time worked.

31.1.3 The above arrangement may also be adopted in any case where there is mutual agreement between employer and employee.

31.2 Rest intervals

31.2.1 Two separate 10 minute intervals (in addition to meal breaks) will be allowed to each employee on duty during each ordinary shift of 7.6 hours or more.

31.2.2 Where less than 7.6 ordinary hours are worked, employees will be allowed one 10 minute interval in each four hour period or part thereof greater than 2 hours.

31.2.3 Subject to mutual agreement, such intervals may alternatively be taken as one 20 minute interval.

31.2.4 Tea breaks will count as time worked.

32 RESIDENT HOLIDAYS

Where an employee agrees to supervise residents on holiday or excursion activities involving overnight stays from home, the following provisions will apply:

32.1 Monday to Friday

32.1.1 Employees will be paid at the ordinary rate of pay for time worked between the hours of 6.30 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.

32.2 Weekend and Public Holidays

32.2.1 Employees will be paid a 50% loading for time worked on a Saturday or Sunday between the hours of 6.30 am to 6.00 pm up to a maximum of 10 hours per day.

32.2.2 Employees will be paid a 150% loading for time worked on a public holiday between the hours of 6.30 am to 6.00 pm up to a maximum of 10 hours per day.

32.2.3 These loadings are in substitution for and not cumulative upon the casual loading prescribed in clause 15.4.1.1.

32.3 Time instead of overtime pay

32.3.1 All hours worked outside those specified above will be accrued as time instead of overtime pay (TOIL) on an hour for hour basis.

32.3.2 TOIL is to be taken within 6 months of accrual at a mutually agreed time or, in the absence of agreement, as required by Wintringham. TOIL will be paid out at the applicable penalty rates if not taken within 6 months.

32.3.3 Clauses 27.4-27.6 do not apply to resident holidays/excursions involving overnight stays.

32.3.4 This sub-clause does not apply to casual employees who will be paid for all hours worked on resident holidays/ excursions at their ordinary rate plus either the casual loading or the applicable weekend or public holiday loading.

32.4 Other Conditions

32.4.1 Meal and rest breaks will be in accordance with clause 31, except that, where it is not practical for the employee to take an unpaid meal break during the first five hours of a shift, the unpaid meal break is to be taken as soon as practicable and all ordinary hours after the meal break will be paid at the ordinary rate of pay. Employees are not required to have their meal breaks with the resident but if they choose to do so, this will not be counted as time worked.

32.4.2 In most instances Wintringham will make a vehicle available for employees and will pay for food, accommodation and associated travel costs during the resident holiday/ excursion. Otherwise, employees will be reimbursed in accordance with clauses 38.1 and 39.1. No meal allowance is payable.

32.4.3 When an employee is rostered to be available to be called to active duty overnight, they will be paid sleepover allowance in accordance with clause 41. Only one employee will be rostered as such each night.

32.4.4 The shift work, on call allowance and recall provisions of this Agreement do not apply to resident holidays/ excursions involving overnight stays.

32.4.5 Clause 25 Rosters does not apply to resident holidays/ excursions involving overnight stays.

PART 6 - ALLOWANCES

32 HIGHER DUTIES ALLOWANCE

An employee who is called upon to perform the duties of another employee in a higher classification under this agreement for a period of 2 hours or more shall be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the classification applying to the employee so relieved.

33 MEAL BREAK AND MEAL ALLOWANCE

33.1 By arrangement with the employees on each shift, an unpaid meal break of up to one hour but not less than one half hour will be allowed which will be free of all duty.

33.2 When an employee is interrupted during a meal break by a call to duty, the extent of the interruption will be counted as time worked and the employee will be allowed to continue the meal break as soon as practicable. If it is impracticable for the employee to complete the meal break during the remainder of the ordinary working hours, the employee will be paid for the time worked.

33.3 Notwithstanding the provisions of clause 33.1 hereof, where an employee is required by the employer to have a meal with a client or clients as part of the normal work routine or client programme, she or he will be paid for the duration of the meal period at the ordinary rate of pay, including shift penalty.

33.4 An employee with the agreement of the employer may elect to take an unpaid meal break after the normal meal period. In such a case, all ordinary hours after the meal period will be paid at the ordinary rate of pay, including shift penalty.

33.5 At times suitable to the employer, rest periods will be allocated as per Clause 31.2 of this Agreement to each employee during each period of ordinary rostered hours and shall be counted as time worked. Employees may be required to remain available for work during said rest periods.

34 ON CALL ALLOWANCE

34.1 Any employee required by the employer to be on-call (i.e. rostered as such and available to be recalled for duty) shall be paid an allowance of no less than 5% of the rate defined in Level 7 Year 1 as per Section C in Schedule 1 of this agreement.

34.2 The allowance shall be paid as per schedule 2 of this agreement:

34.2.1 from 5pm to 9am each day of the year, and

34.2.2 from 9am to 5pm Saturday, Sunday and Public Holidays

34.3 Wintringham will provide all on-call employees with equipment required to provide an appropriate on-call service. Equipment includes a mobile phone and (where appropriate) a laptop computer or internet enabled tablet. Equipment is provided to ensure that on-call employees can, as far as possible, address issues which arise without returning to the worksite to access information.

34.4 This Clause shall not apply to the Senior Manager Aged Care Services, Housing Support Manager, Corporate and Support Services Managers, Site and Program Managers.

35 RE-CALL TO WORKPLACE

- 35.1 In the event of an employee who is on-call being recalled back to the workplace for any period during an off duty period such employee shall be paid from the time of receiving recall until the time of finishing such recall duty in accordance with clause 27 – Overtime.
- 35.2 Any period of overtime involving a recall to duty during an off duty period and which is not continuous with the next succeeding rostered period of duty shall be paid at a minimum of three hours at the appropriate overtime rate (clause 27).
- 35.3 Provided that if the work that is the subject of the recall takes less than three hours to complete, then the Employee may leave the workplace.
- 35.4 Provided that if the employee who is on-call is recalled and does not have an uninterrupted break of ten hours between completion of the recall overtime and the time of commencement the next period of ordinary duty he/she shall be entitled to time off of ten hours from the time of finishing the last recall overtime and the time of commencing his/her next ordinary rostered period of duty without loss of pay. Otherwise the provisions of the overtime clause apply.
- 35.5 No employee shall attend the workplace for recall purposes without approval of the relevant Manager.

36 RE-CALL NOT REQUIRING RETURN TO WORKPLACE

- 36.1 Where recall to duty can be managed without the Employee having to return to their workplace, such as by telephone, such Employee will be paid a minimum of one hour's overtime, provided that multiple recalls within a discrete hour will not attract additional payment.
- 36.2 This clause does not apply to text messages or phone calls from staff reporting for duty or staff reporting that they have completed their work.
- 36.3 This Clause shall not apply to the Deputy General Manager of Operations, Corporate Managers, Site and Program Managers.

37 MANAGER AVAILABILITY

- 37.1 Twenty four hour phone contact in emergency situations or in situations where staff require additional assistance/advice is available with the Executive Team and/or Site and specific Program Managers to all On-Call staff and staff working in Supervisory or In-Charge position after hours.
- 37.2 This clause will only apply to those Program Managers where after-hours Manager Availability is required by Wintringham.
- 37.3 Should the Senior Manager Aged Care Services, Corporate/Support Services Managers, Site or Program Manager, following consultation with their direct line supervisor, be

authorized to be re-called to duty, payment will be made as per clause 35 – Re-Call to Workplace.

- 37.4 Wintringham requires that the Senior Manager Aged Care Services, Housing Support Manager, Corporate Services Managers, Site and Program Managers, will manage their availability so as to ensure that it does not significantly impact on their personal life outside of work hours. For this reason, the Senior Manager Aged Care Services, Site or Program Manager (as defined) may not be available to take calls, and staff should then contact an Executive Manager for support and/or advice.
- 37.5 Wherever possible, the Senior Manager Aged Care Services, Housing Support Manager, Corporate Services Managers, Site and Program Managers, are not rostered on-call. Where a Site or Program Manager does form part of the on-call roster at their site, the provisions of clauses 34 – On Call, 35 – Re-Call to Workplace and 36 - Re-Call Not Requiring Return to Workplace will apply.
- 37.6 In lieu of any on-call payment, the Senior Manager Aged Care Services, Housing Support Manager, Corporate Services Managers, Site and Program Managers as defined in sub-clause 36.2 will receive up to an additional (38) thirty-eight hours of annual leave. Entitlement to the additional leave allocation will be calculated at the employee's anniversary date each year and will be reduced by any periods of paid and rostered on-call work performed in the preceding year (ie: an employee who had been paid and rostered for 4 weeks on-call work would receive 48/52 of the 38 hour annual leave allowance described above). A pro-rata allocation will be provided to part-time staff.

38 TRAVEL ALLOWANCE

- 38.1 Should an employee be required to use his/her own vehicle on his/her employer's business, the employee is to receive a vehicle allowance in accordance with the Royal Automobile Club Victoria Rates as at 1 July each year.
- 38.2 An employee required to travel by other means in connection with his/her work shall be reimbursed all reasonable travelling expenses incurred.
- 38.3 Where an employee is called on duty at night or other than his/her normal hours or on any non-working day, he/she shall be reimbursed his/her fares, or, if using his/her own vehicle to travel between his/her home and place of work, shall receive a travelling allowance as set out in 38.1.
- 38.4 Where an employee is required to work at times and/or in places where the use of public transport could reasonably be deemed to place the employee in a position of possible personal risk, the employer shall provide suitable transport or shall authorise the employee to use his/her own vehicle. This clause shall include, where applicable, the employee's travelling between his/her home and place of work.

39 TRAVELLING EXPENSES / PROTECTIVE CLOTHING ALLOWANCE

- 39.1 An employee required to stay away from home overnight shall be reimbursed the out of pocket cost of accommodation, fares and meals.

- 39.2 Wintringham provides appropriate protective clothing to employees and therefore no protective clothing allowance is available. The need for protective clothing is assessed by Wintringham's OHS Officers and provided as recommended in order to meet health and safety standards.

40 LEADERS' ALLOWANCE

- 40.1 Where the employer requires the employee to perform work that represents a net addition to the work value of the substantive role of equivalent employees the worker will be eligible for a Leaders' Allowance as per schedule 2 of this Agreement.
- 40.2 The function/duties representing a net addition to work value may be through additional function(s) or a special project assigned and/or an increased emphasis in a core function already undertaken and would be characterised by:
- 40.2.1 the additional function/duties of higher work value are a regular and on-going requirement; and/or
 - 40.2.2 the necessity for additional training in a particular aspect of the role, over and above that applicable to equivalent employees in similar areas; and/or
 - 40.2.3 experience of three months in the role, coupled with "on the job" training where provided by the employer; and/or
 - 40.2.4 a greater level of judgement is required from the employee, whereby the employee is capable of making independent decisions to a degree not generally expected of the equivalent employee in similar areas; and/or
 - 40.2.5 a higher degree of accountability is expected for work undertaken, such that the employee is clearly performing at a level above her/his peers in similar areas.

41 SLEEPOVER ALLOWANCE

- 41.1 A sleepover is a non-active period of duty within a hostel, retirement village or supported residential service (but not a high care facility) where an employee is available to be called to active duty whilst sleeping over at the place of work.
- 41.2 Where the employer requires an employee to sleepover during the course of his/her employment, the following arrangements shall apply:
- 41.2.1 An employee shall be entitled to a payment per sleepover period in accordance with schedule 2. This payment shall be deemed to provide compensation for the sleepover and also includes compensation for all work necessarily undertaken by an employee up to a total of one hour's duration; or
 - 41.2.2 An employee shall be entitled to a payment per sleepover period in accordance with schedule 2. This payment shall be deemed to provide

compensation for the sleepover and also includes compensation for all work necessarily undertaken by an employee up to a total of two hour's duration.

41.2.3 Any work performed during a sleepover period by the employee in excess of a total of one or two hour's duration, as the case may be, shall be paid for at the rate of time and one half for the first two hours and double time thereafter. The payments referred to above shall not extend beyond the period of sleepover.

41.2.4 If during the sleepover the employee is called to active duty four or more times, the entire period of sleepover shall be treated as active duty and the appropriate payments shall be paid (i.e. Ordinary time for the duration of the sleepover and in addition to appropriate shift penalty).

41.2.5 The sleepover period shall not exceed ten hours duration and shall commence no earlier than 10.00pm and finish no later than 8.00am.

41.2.6 No employee shall be engaged to perform sleepover duty only (i.e. There must be a period of active duty either before or after the period of sleepover of no less than two hours' duration) other than as provided for in clause 41.5.

41.2.6.1 The provisions of the overtime Clause of this Agreement will not apply.

41.2.6.2 In the event of the provisions of clause 41.2.5 hereof being applied, and where the employee performing sleepover is rostered to work an active shift immediately after the sleepover shift, the employee shall be required to work no more than two hours, commencing from the conclusion of the sleepover duty.

41.3 Employees who work sleepover shall be entitled to annual leave, sick leave and long service leave entitlements inclusive of sleepover payment and as per Agreement provisions. The method for calculating entitlements where an employee works a sleepover will be as follows:

41.3.1 An employee is entitled to payment of an amount equal to the weekly average of sleepover payments received (averaged over the immediately preceding twelve month accrual period) for each week of annual leave and long service leave accrued; and

41.3.2 In addition the average active hours of duty during the sleepover period (averaged over the immediately preceding twelve month accrual period) accrued annual leave, long service leave and sick leave as per the Agreement.

41.4 Where an employee is required to sleepover during the course of his/her employment, the employer shall, free of cost to the employee:

41.4.1 Ensure the provision of healthy accommodation at no cost to the employee. Wherever possible single bedrooms will be provided. Separate beds shall be provided for each employee and in no case shall more than two employees be required to occupy the same bedroom.

- 41.4.2 Provide at some reasonably convenient place a separate bathroom or shower room.
- 41.4.3 Provide linen, cutlery, crockery and blankets for the use of the employee on the premises.
- 41.5 Where the employer has taken all steps practicable and is unable to fill a vacant sleepover shift in accordance with the provisions of clause 41.2.6 they may by mutual agreement with an employee engage that employee to sleepover only. All other provisions of this clause shall apply.
- 41.6 Any dispute arising out of the application of clause 41.2 above shall be dealt with in accordance with disputes settlement provisions of this agreement.
- 41.7 For the term of this agreement this clause does not apply to Ron Conn.

42 HIGHER QUALIFICATIONS ALLOWANCE

Higher Qualifications Allowance – Professional, Degree Holder e.g. Registered Nurse, Social Worker

- 42.1 An employee with a qualification of Bachelor Degree and who achieves an additional relevant higher qualification will be entitled to a qualification allowance as set out below, subject to the following:
 - 42.1.1 The additional qualification must not be required as a component of the position held.
 - 42.1.2 Where an employee is paid at a higher rate than the rate set down in [schedule 2](#) of this Agreement an additional qualification allowance will only be paid:
 - 42.1.2.1 Where the employer and the individual employee have made agreement for such payment, or
 - 42.1.2.2 When the sum of the pay rate in schedule 2 plus the higher qualifications allowance is greater than the rate of pay the employee currently receives.
 - 42.1.3 An Employee holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held. It must be demonstrated that the qualification is relevant and required as part of their work at Wintringham. In the case of qualifications regarding Management, such qualifications will be deemed relevant where the employee is classified at a level which may require coordination, supervision or management of other staff.
 - 42.1.4 In considering whether a component of the qualification is relevant, the nature of the qualification and the current area of practice of the qualification holder are the main criteria. Other considerations may include:
 - 42.1.4.1 the clinical or other area of work
 - 42.1.4.2 the classification and position description of the Employee;

- 42.1.4.3 whether the qualification would assist the Employee in performing her or his role and/or assist in maintaining quality patient care and/or assist in the administration of the area in which the Employee is usually employed.
- 42.1.5 For the avoidance of doubt, a qualification allowance cannot be claimed by in respect of that Employee's base degree qualification with the exception of:
 - 42.1.5.1 A double degree
 - 42.1.5.2 A four year degree
 - 42.1.5.3 An honours degree
 - 42.1.5.4 A Masters degree
 - 42.1.5.5 A Doctorate
- 42.1.6 Certificates obtained from training or education facilities (e.g. infection control certificates from the Mayfield Centre) shall be recognised provided that the programmes are equivalent to a University/Graduation certificate and the training/education facility verifies that in writing.
- 42.1.7 An employee who holds a Hospital Certificate or Graduate Certificate (or equivalent) shall be paid, in addition to their salary, 4.0% of the allowance rate in clause 42.5.5.
- 42.1.8 An Employee who holds a Post-Graduate Diploma or a Degree (or equivalent) (other than their base undergraduate degree), an honours degree or a double degree, shall be paid, in addition to her or his salary, 6.5% of the allowance rate in clause 42.5.5.
- 42.1.9 An Employee who holds a Masters (including a Masters degree completed prior to, or that leads to registration), shall be paid, in addition to their salary, 7.5% of the allowance rate in clause 42.5.5.
- 42.1.10 An Employee who holds a Doctorate, shall be paid, in addition to their salary, 8.5% of the allowance rate in clause 42.5.5.
- 42.2 An employee who has a qualification of Certificate III, Certificate IV, Diploma or Advanced Diploma and achieves an additional relevant higher qualification or sufficient modules toward a higher qualification will be entitled to a qualification allowance as set out below. An Employee who holds a certificate or qualification or component of a qualification in which it is demonstrated that a component of the qualification is applicable to her/his area of practice and/or work at Wintringham shall be paid the following allowance
- 42.3 Certificate III or IV
 - 42.3.1 A certificate or qualification (or at least two certificates of attainment for units of competency toward from a qualification above their base qualification) totalling a minimum of 120 nominal classroom hours (or a course of a

minimum six months duration), at the rate of 4% of the allowance rate in clause 42.5.5.

42.3.2 A certificate or qualification (or at least three certificates of attainment for units of competency a qualification level above their base qualification) totalling a minimum of 240 nominal classroom hours (or a course of a minimum twelve months duration) – at the rate of 7.5% of the allowance rate in clause 42.5.5.

42.4 Diploma and Advanced Diploma/Diploma of Alcohol and Other Drugs Addiction (CHC53215 or equivalent)

42.4.1 at least 4 modules/units from the Advanced Diploma or Degree at the rate of 4% of the allowance rate in clause 42.5.5.

42.4.2 at least 8 modules/units from an Advanced Diploma/Degree course or a graduate certificate at the rate of 7.5% of their applicable pay point of the allowance rate in clause 42.5.5.

42.5 Payment of Higher Qualification Allowance

42.5.1 Provided that only one allowance is payable to each eligible Employee, being the allowance for the highest qualification or greater number of certificates held, and provided that the qualification or certificate or certificates of attainment or qualification is relevant to the work performed.

42.5.2 An Employee claiming entitlements to a qualification allowance must provide the Employer with evidence that the Employee holds that additional degree, qualification or certificate/s for which the entitlement is claimed.

42.5.3 The above allowances are to be paid during all hours worked and all periods of leave except sick leave beyond 21 days and long service leave.

42.5.4 The allowance is to be paid on a pro-rata basis for non-full-time Employees.

42.5.5 The 'Allowance' rate under this Clause for all employees is set down in Schedule 2 of this Agreement and shall be the weekly rate for Registered Nurses Grade 2, 3rd year of experience.

PART 7 - LEAVE

43 ANNUAL LEAVE, LEAVE LOADING AND CLOSE DOWN

Period of leave

43.1 An employee who has been employed by the employer for a period of not less than twelve months shall be entitled to:

43.1.1 152 hours leave on ordinary pay;

43.1.2 an additional 38 hours leave on ordinary pay for all shift workers as defined in sub-clause 28.1 of this Agreement;

43.1.3 an additional 38 hours leave on ordinary pay for the Senior Manager Aged Care Services, and Site and Specific Program Managers in accordance with clause 37 – Manager Availability;

43.1.4 an additional 38 hours leave on ordinary pay or part there of for the Senior Manager Aged Care Services, Housing Support Manager, Corporate Services Managers, Site and Program Managers as defined, and in accordance with sub-clause 19.6 of this Agreement.

43.2 Part-time employees annual leave entitlement will be calculated on a pro-rata basis. Any additional hours worked outside of the employee's normal hours of work will be included when calculating their annual leave entitlement.

43.3 Annual leave exclusive of public holidays

The annual leave prescribed in 43.1 shall be exclusive of any of the holidays prescribed by clause 30 - Public Holidays and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

43.4 Leave to be taken

The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by 43.7 payment shall not be made or accepted in lieu of annual leave.

43.5 Time of taking leave

43.5.1 Annual leave shall be taken at a time determined by mutual agreement between the employer and the employee within a period not exceeding 18 months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.

43.5.2 To assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the employer, to:

43.5.2.1 take annual leave in separate period, including single days;

43.5.3 Access to annual leave, as prescribed in 43.4, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

43.5.4 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

43.6 Leave allowed before due date

43.6.1 An employer may allow annual leave to an employee before the right thereto has accrued due, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

43.6.2 Where leave has been granted to an employee pursuant to this clause before the right thereto has accrued due, and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted, and the sum paid by the employer to the employee as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the employer is required to pay under 43.7, the employer shall not be liable to make any payment to the employee under 43.7 and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon termination of the employment.

43.7 Payment for period of leave

Each employee before going on leave shall be paid for the period of such leave provided the period is not less than one week. Payment will be at the ordinary rate of pay plus annual leave loading.

However, if the employee has been performing higher duties for an aggregate of 3 months or more in a 12 month period annual leave accrued during that time will be paid at the higher rate of pay provided the annual leave is taken during the higher duties period or the leave is taken within one month of the completion of a higher duties period and the leave is approved within the higher duty period.

Payment for pro rata leave for a part-time employee shall be based on the average payments an employee would have received had the employee not been on leave, this will be determined on the basis of the projected roster the employee would have worked had they not been on leave, or where there is no projected roster, the rosters for the three months immediately preceding the leave excluding any period during which the employee was not on the roster.

43.8 Proportionate leave

- 43.8.1 Where the employment of any employee is terminated at the end of a period of employment of less than twelve months the employer shall forthwith pay to the employee, in addition to all other amounts due to him, and an amount equal to 4/48ths of his or her ordinary pay for that period thereafter.
- 43.8.2 Payment for pro rata leave for a part-time employee on termination shall be based on the average number of ordinary hours per week over the period for which a payment is due.
- 43.8.3 A weekend worker whose employment with an employer is terminated at the end of a period of employment which is less than one year computed from the date of commencement of the employment, or the date upon which the employee last becomes entitled to annual leave from that employer, shall be paid in addition to any other amounts due to him or her, an amount equal to 1/48th of his or her ordinary pay in respect of that period of employment.

43.9 Annual leave loading

An employee entitled to annual leave (including proportionate leave) shall be paid an annual leave loading of 17½% of the ordinary weekly rate of pay for the classification at which the employee is employed at the commencement of their annual leave.

43.10 Sickness during annual leave

Where an employee becomes sick whilst on annual leave for a period of not less than two days on which he or she would otherwise have worked, and immediately forwards to the employer a certificate of a legally qualified medical practitioner, then the number of days not less than five specified in this certificate shall be deducted from any sick leave entitlement standing to the employee's credit, and shall be re-credited to his or her annual leave entitlement

43.11 Cashing out of annual leave

- 43.11.1 Where an employee has accrued annual leave in excess of four (4) weeks, and provided that the employee has taken a minimum of two weeks leave during each twelve (12) months of service, then by written mutual agreement the employer may pay the annual leave (and the annual leave loading as applicable) in excess of four weeks to the employee as a one off cash payment.
- 43.11.2 Superannuation contributions will be paid by the employer in respect of any period of annual leave to be paid out in accordance with clause 43.11.1
- 43.11.3 Payments made in accordance with clause 43.11.1 extinguish an employee's right to access leave or receive further payment for leave paid out.

43.12 Excessive Annual Leave

- 43.12.1 The employer may direct an employee take a period of annual leave where the employee has accrued in excess of ten (10) weeks leave. In directing that the Employee take leave the Employee cannot be directed to reduce the accrued leave to less than eight (8) weeks.
- 43.12.2 In such cases of excess leave the Employer will give the Employee a reasonable opportunity to submit a plan to reduce the leave to eight (8) weeks or less within six months, subject to (43.12.3) below; and
- 43.12.3 An Employee and Employer cannot unreasonably refuse to agree to a leave reduction plan which includes saving leave for an extended holiday within 12 months of the date of agreement to accept the leave reduction plan. The agreement is to be in writing and signed by both the Employer and the Employee;
- 43.12.4 Wintringham expects each employee to take at least one week of annual leave in each six months and reserves the right to discuss the taking of leave and fatigue issues where a staff member has not taken any leave for a period longer than six months and does not have leave planned.

44 PURCHASED LEAVE

- 44.1 An employee, on application each year and with the agreement of the Employer (such agreement will not unreasonably be withheld) may work on a '48/52' work arrangement.
- 44.2 The 48/52 work arrangement allows an employee an additional 4 weeks' leave per annum, provided that the employee agrees to purchase the additional leave at a rate defined by the employer to compensate for the provision of the additional leave.
- 44.3 Leave may also be purchased in increments between 48/52 and 52/52, for example, an employee may choose to purchase leave in a 50/52 arrangement, whereby the employee agrees to be paid the hourly rate applicable to the employee divided by 52 and multiplied by 50, to arrive at a reduced hourly rate to compensate the employer for the additional 2 weeks annual leave purchased.
- 44.4 This Clause does not apply to the Senior Manager Aged Care Services, Housing Support Manager, Corporate/Support Managers and Site Managers.

45 CLOSE DOWN

- 45.1 The Employer may require an Employee to take Annual Leave during any period where the Employer does not operate or is closed and the Employee does not have available ADOs or Banked Hours that can be used.
- 45.2 Where the employee has no accrued entitlements as outlined in clause 45.1 above the employer may require the employee to work in other areas of the employers business.

46 PERSONAL LEAVE

46.1 Access to paid personal leave

46.1.1 Paid personal leave is available to full time and part time employees when they are absent due to personal illness or injury, or for the purposes of caring for or supporting an immediate family member or member of the employee's household who requires the employee's care or support because of a personal illness or injury.

46.1.2 The amount of personal leave to which a full time employee is entitled depends on how long they have worked for the employer and accrues as follows:

46.1.2.1 During the first year of service, 36 hours for each month of service, or (eleven (11) days), whichever provides the greater benefit;

46.1.2.2 During the second, third and fourth years of service, twelve (12) working days in each year; and seventeen (17) days each year thereafter

46.2 To be entitled to personal leave on full pay an employee shall produce a certificate from a registered medical or other relevant registered health practitioner immediately on return to work. Where it is not possible to access a registered medical or other relevant registered health practitioner a statutory declaration witnessed by a non Wintringham employee will be accepted. Notwithstanding anything contained 46.2, above the employer may require the employee to produce a certificate from a registered medical or other relevant registered health practitioner

46.3 A maximum of four days in any one anniversary year may be taken without the production of a medical certificate provided such days are not either side of a public holiday, where such leave is taken on either side of a public holiday it shall not be paid unless a medical certificate, or other evidence satisfactory to the employer is provided within seven days of return to work.

46.4 Where the absence was due to caring responsibilities of the employee, the entitlement to use personal leave is subject to employee being responsible for the care of the person concerned.

46.5 If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative from year to year.

46.6 Part-Time employees shall accrue leave on a pro-rata basis other than those employed on a casual basis in accordance with clause 15.4 of this agreement.

46.7 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, including, when applicable, the name of the person requiring care or support and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer

by telephone of such absence at the first opportunity which will be, wherever possible, prior to the day of absence.

- 46.8 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care or support for a family member who is ill where they have exhausted their entitlement to any paid leave including access to the leave loan scheme and emergency leave. The employer and employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two (2) days per occasion, provided the requirements in clause 46.4 are met

47 DOMESTIC VIOLENCE

- 47.1 Wintringham recognises that some staff may find themselves in a situation where they are not able to meet all of their normal work obligations due to domestic or family violence (as defined).
- 47.2 Where appropriate, and as far as is reasonable, the employer will offer an employee experiencing domestic violence a broad range of confidential support, including:
- 47.2.1 access to (10) days paid leave, regardless of whether personal leave has been exhausted;
 - 47.2.2 access to emergency leave where the situation meets the eligibility criteria as set down in clause 49 – Emergency Leave;
 - 47.2.3 flexible working arrangements, including changes to working times, span of hours or shift patterns;
 - 47.2.4 changing work location, telephone number or email address;
 - 47.2.5 Job redesign or changes of duties within their skills and capabilities;
 - 47.2.6 Any other appropriate measure including referral to Wintringham’s Employee Assistance Program
- 47.3 Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse or a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof. In addition:
- 47.3.1 All personal information concerning family violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.
 - 47.3.2 Contact officers from within the Human Resources team will be trained in family violence and privacy issues. The names of these contact officers will be made available within the workplace.
 - 47.3.3 An Employee experiencing family violence may raise the issue with their immediate supervisor/manager and/or the Human Resources contact officer. The supervisor/manager may seek advice from Human Resources if the Employee chooses not to see the Human Resources contact.

47.3.4 Where requested by an Employee, the Human Resources contact will liaise with the Employee's supervisor/manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support

47.4 Where an employee requests such support, the employee may elect to submit that request to either his/her Manager, the Human Resources Manager, General Manager Operations or Deputy General Manager Operations. Approval of such request will be subject to endorsement by the Human Resources Manager and the quantum of any paid emergency leave will be determined by the situation of the individual staff member through consultation between the employee and either his/her supervisor or the Human Resources Manager.

48 LEAVE LOAN SCHEME

48.1 Where an employee expends their accrued personal leave and the injury/illness does not qualify for access to Emergency Leave they may apply to have up to 5 days of personal leave advanced. Acceptance of such a request would be based on the circumstances of each case and be at the discretion of management. If an employee leaves Wintringham and they have been advanced leave (and have not yet accrued sufficient leave to cover the advance) that deficit would be recovered from any monies owing on termination.

49 EMERGENCY LEAVE

49.1 Emergency Leave is accessible to employees who have exhausted all personal leave and who require additional time away from work and who meet the eligibility requirements of the fund.

49.2 If eligible, Wintringham will pay the employee personal leave at their ordinary rate for a maximum period of ten (10) weeks in any one calendar year.

49.3 Eligibility

The fund is accessible to:

49.3.1 those staff who have a substantial injury or illness, as defined in clause 3.20 and where Wintringham is unable to provide suitable modified duties to allow the employee to undertake ongoing work. Such events may include:

49.3.1.1 a significant of life threatening illness or disease (e.g. cancer, a psychiatric episode requiring hospitalization, cardio-thoracic surgery);

49.3.1.2 an operation or injury that requires an extended recovery period (e.g. a hip replacement, gynaecological surgery, fractures);

49.3.1.3 a significant recurrence of a chronic condition.

49.3.2 staff who have a primary caring responsibility towards a member of their immediate family who has a substantial injury or illness as defined in clause 3.20 and who require the employee to provide care and support

- 49.3.3 staff who are victims of domestic violence or have a personal crisis and whose request for support includes a leave of absence from work which has been approved as per clause 47.4.
- 49.4 In respect to all applications for access to Emergency Leave Wintringham will require the employee to provide evidence that would satisfy a reasonable person as to the circumstances that are the basis of each claim (including recurrence of a chronic condition). Such requirements are separate from the evidence requirements contained in the Personal Leave clause.
- 49.5 Management of Emergency Leave
- 49.5.1 The Unions who are parties to this agreement will nominate three staff representatives to work with Management to oversee the operation of Emergency Leave;
- 49.5.2 Access to Emergency Leave support will be via a confidential application to the Human Resources Manager. In the first instance, the Human Resources Manager in consultation with the General Manager People, Culture and Engagement will make a decision on whether or not the application is approved. Should Management determine that the application should be rejected; the staff member concerned may request a review by a review committee which will include the nominated staff representatives and Management;
- 49.5.3 The operation of Emergency Leave and the application and review process will be available to all staff in printed form and on-line and Managers must alert staff to the existence of Emergency Leave on induction and annually at an in-service and when they hold a reasonable belief that Emergency Leave assistance may be required;
- 49.5.4 The operation of Emergency Leave and the number and type of applications (in a de-identified form to respect confidentiality) will be reported to the Unions and staff representatives each year;
- 49.5.5 The working of Emergency Leave will be reviewed on a three (3) monthly basis by Management and staff representatives. Adjustments to eligibility criteria will only be made when all parties agree to the change.
- 49.6 Time off while on Emergency Leave will count as service for all purposes and superannuation will be paid on it
- 49.7 Access will not be allowed:
- 49.7.1 in relation to any injury or illness that is work-related and for which worker's compensation and/or accident make-up payments are payable
- 49.7.2 where the illness or injury is covered by other insurance or where an employee can obtain a benefit through other means such as TAC.

50 BEREAVEMENT LEAVE

50.1 An employee shall on the death of a member of their immediate family as defined in clause 3.16 shall be entitled on notice to leave up to and including the day of the funeral of such relations, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days' work on each occasion

50.2 Proof of such death shall be furnished by the employee to the satisfaction of his/her employer if requested to do so. Provided however that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

51 BLOOD DONORS LEAVE

The employer will release staff upon request to donate blood without loss of pay for a maximum of 6 occasions per year where a collection unit is on site or by arrangement with the manager of the establishment. The employee will be required to provide proof of evidence of blood donation prior to the approval of any payment.

52 PARENTAL LEAVE

52.1 Subject to the terms of this clause employees are entitled to maternity, paternity / support and adoption leave and to work part-time in connection with the birth or adoption of a child.

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

52.3 An eligible casual employee means a casual employee:

52.3.1 employed by the employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and

52.3.2 who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

52.3.3 For the purposes of this clause 'continuous service' is work for an employer on a regular and systematic basis.

52.3.4 An employer must not fail to re-engage a casual employee because:

52.3.4.1 the employee or employee's spouse is pregnant; or

52.3.4.2 the employee is or has been immediately absent on parental leave

52.3.4.3 The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

52.4 Definitions

52.4.1 For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child where 'child' means a person

under the age of sixteen who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

52.4.2 Subject to 52.4.3 in this clause, spouse includes a de facto or former spouse including same-sex partner or former partner.

52.4.3 In relation to 52.9, spouse includes a de facto spouse or same-sex partner but does not include a former spouse or former same-sex partner.

52.5 Basic entitlement

52.5.1 After 12 month's continuous service as defined with the employer prior to the birth or adoption date of the child as defined, parents shall be entitled to a combined total of 104 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For pregnant females maternity leave may be taken and for males and supporting female partners' paternity / support leave may be taken.

52.5.2 The paid component is as follows:

52.5.2.1 An employee (excluding eligible casuals) will be entitled to twelve weeks salary upon commencement of maternity leave;

52.5.2.2 An employee (excluding eligible casuals) who is the non-primary carer partner will be entitled to four weeks of paid parental leave

52.5.2.3 An employee who is the primary care giver (excluding eligible casuals) will be entitled to twelve weeks salary upon commencement of adoption leave, and

52.5.2.4 Subject to 52.7, parental leave shall be available to only one parent at a time, except that both parents may simultaneously take:

52.5.2.4.1 for maternity leave and paternity / support leave, a period of 5 days which need not be taken consecutively;

52.5.2.4.2 for adoption leave, a period of up to three weeks at the time of placement of the child.

52.5.2.5 The paid component of leave as described in clauses 52.5.2.1 to 52.5.2.3 above will be provided in addition to any payments the employee may be entitled to under the Commonwealth Government's Paid Parental Leave Scheme. Should the Parliament pass the The Fairer Paid Parental Leave Bill 2016 the paid leave within this Clause will cease to operate. Immediately after the legislation passes the parties to this agreement will meet to discuss Wintringham's commitment to support staff in an alternative way of equal value.

52.6 Maternity Leave

- 52.6.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- 52.6.1.1 of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks written notice;
 - 52.6.1.2 of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks written notice.
- 52.6.2 When the employee gives notice under 52.6.1.1 the employee shall also provide a statutory declaration stating particulars of any period of paternity / support leave sought or taken by her spouse and that for the period of maternity leave she shall not engage in any conduct inconsistent with her contract of employment.
- 52.6.3 An employee shall not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 52.6.4 Subject to 52.5.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time during her pregnancy. Provided that an employer may, by giving fourteen days' notice in writing to a female employee, require her to commence maternity leave at any time within six weeks immediately prior to the expected date of birth.
- 52.6.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks immediately after the birth of the child an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

52.7 Special maternity Leave

- 52.7.1 Where an employee not then on maternity leave loses a child after 20 weeks of pregnancy either through stillbirth or neo-natal death, the employee will have access to the full paid maternity leave specified above. Otherwise, an employee who gives birth to other than a living child may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 52.7.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 52.7.3 Where an employee not then on maternity leave suffers an illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, shall not exceed 104 weeks.

52.7.4 Where leave is granted under 51.6.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.

52.8 Paternity / Support Leave

An employee will provide to the employer at least ten weeks prior to each proposed period of paternity / support leave with:

52.8.1 a certificate from a registered medical practitioner which names his/her spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

52.8.2 written notification of the dates on which s/he proposes to start and finish the period of paternity / support leave; and

52.8.3 a statutory declaration stating:

52.8.3.1 s/he will take that period of paternity / support leave to become the primary care-giver of a child;

52.8.3.2 particulars of any period of maternity leave sought or taken by his/her spouse; and

52.8.3.3 that for the period of paternity / support leave s/he will not engage in any conduct inconsistent with his/her contract of employment.

52.8.4 The employee shall not be in breach of 52.8 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

52.9 Adoption Leave

52.9.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child has taken place earlier.

52.9.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

52.9.2.1 the employee is seeking adoption leave to become the primary care-giver of the child;

52.9.2.2 particulars of any period of adoption leave sought or taken by the employee's spouse; and

52.9.2.3 that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

- 52.9.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 52.9.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 52.9.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated period of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 52.9.6 An employee seeking to adopt a child is entitled to unpaid leave for the purposes of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

52.10 Variation of Period of Parental Leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the changed arrangements.

52.11 Parental Leave and Other Entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 104 weeks.

52.12 Transfer to a safe job

52.12.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

52.12.2 If the Employer does not think it is reasonably practicable to transfer the employee to a safe job:

52.12.2.1 the employee may take paid leave immediately for a period ending at the time referred to in 52.12.2.3; or

52.12.2.2 the Employer may require the employee to take paid leave immediately for a period ending at the time mentioned in 52.12.2.3.

- 52.12.2.3 The period of leave ends at the earliest of whichever of the following times is applicable:
- 52.12.2.3.1 the end of the period stated in the medical certificate; or
 - 52.12.2.3.2 if the employee's pregnancy results in the birth of a living child – the end of the day before the birth;
 - 52.12.2.3.3 if the employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

52.13 Returning to work after a period of parental leave

- 52.13.1 An employee shall notify their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 52.13.2 An employee shall be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 52.12, the employee shall be entitled to return to the position they held immediately before such transfer.
- 52.13.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of their former position.

52.14 Replacement employees

- 52.14.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 52.14.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

52.15 Communication during parental leave

- 52.15.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- 52.15.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - 52.15.1.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

52.15.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

52.16 The employee shall also notify the employer of changes of address or other contact details that might affect the employer's capacity to comply with 52.15.

52.17 The effect of the Commonwealth Government scheme shall not reduce the amount of paid leave provided by the employer in this Agreement in terms of its monetary value save that the Employer and employee may reach agreement as to how such leave is paid. For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any Commonwealth Government scheme. Such agreement shall be in writing and signed by the parties. In the absence of agreement, such leave shall be paid during the ordinary pay periods corresponding with the period of the leave.

53 LONG SERVICE LEAVE

53.1 Eligibility

Employees will be entitled to access paid Long Service Leave upon completion of 7 years of continuous service with the employer.

53.2 An employee, including a casual employee shall have the following entitlement to long service leave:

53.2.1 Long Service Leave will accrue at the rate of 0.0333hrs (2 minutes) for each ordinary hour worked by the employee (1.7333 weeks or 65.8667 hours per year of full-time service).

53.2.2 Long Service Leave is accrued during ordinary working hours and periods of agreed paid leave, which include:

53.2.2.1 Paid Annual Leave;

53.2.2.2 Paid Parental Leave;

53.2.2.3 Long Service Leave;

53.2.2.4 Paid Personal/Carer's Leave or Emergency Leave;

53.2.2.5 periods of Unpaid Personal/Carer's Leave (up to 14 days per year);

53.2.2.6 periods of absence during which an Employee is in receipt of workers compensation payments or Accident Pay Allowance payment is made (see clause 24);

53.2.2.7 Paid Professional Development or Study Leave;

53.2.2.8 Community Service Leave; and

53.2.2.9 any period of leave approved by the employer which is agreed to accrue Long Service Leave (e.g. Hospital Leave).

53.2.3 Long Service Leave is not accrued during periods of unpaid leave or absences, including:

53.2.3.1 unpaid Parental Leave;

53.2.3.2 periods of Leave Without Pay;

53.2.3.3 absences arising directly or indirectly from an industrial dispute;

- 53.2.3.4 approved periods of unpaid Study Leave where the course relates to the employee's role and the period of leave is approved by the employer;
- 53.2.3.5 a period of absence serving as a break between positions at two Wintringham facilities.

However these periods of authorised unpaid leave do not break the employee's Continuous Service.

53.3 Payment

- 53.3.1 The employee is entitled to payment for Long Service Leave at their ordinary rate, not including any penalty payments or allowances.
- 53.3.2 Where an employee is entitled to a scheduled rate increase in line with the agreement the employee is entitled to receive that same increase in their Long Service Leave payments.
- 53.3.3 Payment for Long Service Leave will be made in the normal payroll cycles but can be paid in advance if requested in writing by the employee.

53.4 Accessing Long Service Leave payments on Termination or death of the employee

- 53.4.1 Where the employment is terminated and the employee has achieved 7 years of continuous service with the employer, payment in lieu of the Long Service Leave entitlements not taken will be made;
- 53.4.2 In the event of the death of an employee who has achieved 7 years or more of continuous service, the employer will make any pro-rata payment owing for Long Service Leave to the employee's personal representative.

53.5 Taking Long Service Leave

- 53.5.1 Employees should apply in writing to take Long Service Leave as per Wintringham policies and procedures
- 53.5.2 Unless otherwise agreed, for periods of absence on Long Service Leave of 4 weeks or less, the employee should provide a minimum of 4 weeks' notice. For periods of absence on Long Service Leave of more than 4 weeks, the employee should provide a minimum of 8 weeks' notice.
- 53.5.3 The employer may request increased notice in cases where replacement staff are required.
- 53.5.4 The employer will be reasonable in responding to the request within 28 days and will consider the individual's personal needs and commitments and the needs of the business.
- 53.5.5 Long Service Leave can be taken as one continuous period, or separate periods, including absences of one day. The Employer agrees that it will not unreasonably refuse a request for regular use of Long Service Leave over a sustained period as part of a transition to retirement plan that includes a combination of reduced working hours and paid leave.
- 53.5.6 The employee and the employer will cooperate in coordinating leave periods which suit the individual's personal needs and commitments and the needs of the business.

53.6 Employer Request to take Long Service Leave

- 53.6.1 Where an employee has reached 10 years' service but less than 20 years' service and where their Long Service Leave accruals balance totals four (4) months or more (based on the employee's average hours worked), the employer may request that the employee take a period of Long Service Leave. In such circumstances the employee will have 2 months to provide a

leave plan to the employer which provides for the long service leave to be taken within 18 months (taking into account accruals during the leave plan period), unless otherwise agreed. Such leave plan must be in writing.

- 53.6.2 The employer will consult with the employee regarding the taking of leave. When a mutually agreeable date cannot be reached or a leave plan is not provided when requested, the date for taking leave will be determined by the employer (provided at least 6 months' notice is given). However, the provisions of the Grievance and Dispute Resolution clause will apply if the employee disagrees with the direction.
- 53.6.3 Provided further that the employer cannot request that an Employee take long service leave that would result in a leave balance of less than six months for service of up to 20 years and less than eight months where the Employee has service of 20 years or more.

53.7 Additional Long Service Leave

- 53.7.1 Employees may be entitled to take additional Long Service Leave on reduced pay by agreement with the employer. Any amounts of Long Service Leave may be taken at 50% of an employee's normal pay rate, thereby doubling the period of paid leave which can be taken. For example an employee who is eligible to 13 weeks paid Long Service Leave can take 26 weeks paid Long Service Leave at half pay.
- 53.7.2 Applications for additional Long Service Leave will be made in writing by the employee and the employer will consider the individual's personal needs and commitments and the needs of the business.
- 53.7.3 Employees may be entitled to take Long Service Leave at double pay for half time by agreement with the employer. Any amounts of Long Service Leave may be taken at 200% of an employee's normal pay rate, thereby reducing the period of paid leave which can be taken. For example an employee who is eligible to 26 weeks paid Long Service Leave can take 13 weeks paid Long Service Leave at double pay.
- 53.7.4 The parties recommend that employees seek independent advice regarding the taxation implications of seeking payment under this sub-clause. The employer shall not be held responsible in any way for the cost or outcome of any such advice.

54 JURY SERVICE

- 54.1 An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of ordinary wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- 54.2 An employee shall notify his/her employer as soon as possible of the date upon which she/he is required to attend for jury service. Further the employee shall give his/her employer proof of his/her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.
- 54.3 Entitlement to jury service pay will not jeopardise other entitlements.

55 EMERGENCY SERVICES LEAVE.

- 55.1 A staff member who is a member of any voluntary organisation called upon by the government or a competent authority under the State Disaster Plan to assist in fire fighting or other forms of emergency assistance (including auxiliary operations) shall be entitled to leave on full pay for the duration of the participation by the staff member in operations, provided that the services of the staff member are actually required by the voluntary organisation or other recognised authority concerned.
- 55.2 A staff member who responds to an appeal for volunteers to meet a declared bushfire or other emergency shall be entitled to leave on full pay for the duration of operations.
- 55.3 A staff member granted leave in accordance with clause 55.1 or 55.2 shall be entitled to a further one day's leave on the completion of the service for the purpose of recovering from such participation.

56 TRANSITION TO RETIREMENT

- 56.1 An Employee may advise their Employer in writing of their intention to retire within the next five years and participate in a retirement transition arrangement.
- 56.2 Transition to retirement arrangements may be proposed and, where agreed, implemented as:
- (a) a flexible working arrangement (see clause 16 (Flexible Working Arrangements)),
 - (b) in writing between the parties, or
 - (c) any combination of the above.
- 56.3 A transition to retirement arrangement may include but is not limited to:
- (a) a reduction in their EFT;
 - (b) a job share arrangement;
 - (c) working in a position at a lower classification or rate of pay

- 56.4 The Employer will consider, and not unreasonably refuse, a request by an Employee who wishes to transition to retirement:
- (a) to use accrued Long Service Leave (LSL) or Annual Leave for the purpose of reducing the number of days worked per week while retaining their previous employment status; or
 - (b) be appointed to a role which that has a lower hourly rate of pay or hours (post transition role), in which case:
 - (i) the Employer will preserve the accrual of LSL at the time of reduction in salary or hours; and
 - (ii) where LSL is taken or paid out in lieu on termination, the Employee will be paid LSL hours at the applicable classification and grade, and at the preserved hours, prior to the post transition role until the preserved LSL hours are exhausted.

57 CULTURAL AND CEREMONIAL LEAVE

- 57.1 Staff members who identify as, and are accepted as members of the Aboriginal or Torres Strait Islander community shall be entitled to up to a maximum of 5 days of paid leave per calendar year plus an additional period of up to a maximum of 5 days leave without pay per calendar year for the purpose of preparing for, or attending to, community Organisation business, National Aboriginal and Islander Observation Committee Week functions or other relevant cultural duties and events and/or fulfilling ceremonial obligations.
- 57.2 Such cultural duties and ceremonial obligations may be traditional or urban in nature and may include initiation, birthing and naming, funeral, smoking or cleansing and sacred site or land ceremonies.
- 57.3 Under normal circumstances the staff member must provide at least 2 weeks' notice in writing (usually by furnishing an "Application for Leave" form) of the staff member's intention to take leave pursuant to this clause.
- 57.4 A staff member may elect to use annual leave in lieu of any unpaid leave granted in accordance with this provision.

PART 8 - OTHER PROVISIONS

58 BREAST FEEDING

The employer will provide private and comfortable areas for staff members who are breastfeeding to enable them to express or feed children while at work.

59 DIRECTOR OF NURSING

- 58.1 Wintringham employs a Clinical Care Consultant who acts as the Wintringham Director of Nursing
- 58.2 The Clinical Care Consultant is a Division One Nurse.
- 58.3 The Clinical Care Consultant or designated delegate is available to staff after hours, weekends and Public Holidays.

59 REGISTERED NURSE DIVISION ONE 24 HOUR COVERAGE

- 59.1 In each high care facility there will be coverage by at least one Division One Registered Nurse 24 hours a day, seven days a week. The employer will roster this position in advance, provided that where there is a short notice absence such as sick leave, or similar, the employer shall endeavour in the first instance to provide replacement through a nurse bank or internal staffing arrangement.
- 59.2 For the purposes of this clause and the life of this agreement, Ron Conn shall be a high care facility.
- 59.3 Where the Employer has made every practical effort in accordance with clause 59.1 but no Registered Nurse is available to be rostered on a shift, then an Endorsed Enrolled Nurse will be designated in charge of a high care facility in the absence of the Director of Nursing or other Registered Nurse (and whether formally appointed or not) will be paid an allowance of \$50 per shift as set out in Appendix A, in addition to all other allowances. This allowance will be adjusted in accordance with wage increases during the life of this Agreement. During any shift on which an Enrolled Nurse is in charge of the facility a Division 1 nurse must be rostered on call to assist the Enrolled Nurse.

60 WORK LOAD MANAGEMENT

- 60.1 The parties are committed to adequate staffing levels in order to promote an appropriate working environment for staff and ensure adequate levels of patient care and keeping within the accreditation principles which take into account the level of care appropriate for the assessed needs of the resident.
- 60.2 Should any employee feel the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to discuss their concerns with their Manager. If appropriate action is not taken to address the workload issues, the employee may utilise the dispute settlement procedure of this Agreement.

61 FIT FOR WORK

- 61.1 The Employer is responsible for providing a workplace that is safe and without risk to health for Employees, so far as is reasonably practicable.
- 61.2 Each Employee is responsible for ensuring that they are fit to perform their duties without risk to the safety, health and well-being of themselves and others within the workplace. This responsibility includes compliance with reasonable measures put in place by the Employer and any related Occupational Health and Safety requirements.
- 61.3 In the event the Employee's manager forms a reasonable belief as defined at clause 3.21 that an employee may be unfit to perform their duties, the manager will discuss their concerns with the employee in a timely manner to promote physical, mental and emotional health so that employees can safely undertake and sustain work.
- 61.4 The Employer will:
- 61.4.1 take all reasonable steps to give the Employee an opportunity to answer any concerns
 - 61.4.2 recognize the Employee's right to have a representative, including a union representative, at any time when meeting with the Employer

61.4.3 genuinely consider the Employee's response with a view to promoting physical, mental and emotional health so that employees can safely undertake and sustain work; and

61.4.4 take these responses into account in considering whether reasonable adjustments can be made in order that the employee can safely undertake and sustain work.

61.5 Where, after discussion with the Employee, the Employer continues to have a reasonable belief that the Employee is unfit to perform the duties, the Employer may request the Employee's consent to obtain a report from the Employee's treating medical practitioner regarding the Employee's fitness for work. The Employee will advise the Employer of the Employee's treating medical practitioner, and the Employer will provide to the Employee, in writing, the concerns that form the basis of the reasonable belief to assist and a copy of any correspondence to the Employee's treating medical practitioner.

61.5.1 The Employee will provide a copy of the report to the Employer.

61.5.2 The Employer and Employee will meet to discuss any report.

61.6 If, on receipt of the report, the Employer continues to have a reasonable belief that the Employee is unfit for duty, or the Employee does not provide a report from the treating medical practitioner, the Employer may require the Employee to attend an independent medical practitioner.

61.7 Where the Employee attends a medical practitioner under either clause 61.5 or 61.6 above:

61.7.1 The Employee will be provided with a copy of any correspondence to a medical practitioner and any resulting report.

61.7.2 The Employer will pay for the cost of the appointment and report.

61.8 Nothing in this clause prevents an Employer from taking any reasonable step to ensure a safe work environment.

62 POLICE CHECKS

62.1 Wintringham employees must undertake a Police Records Check on employment and each three years thereafter. Wintringham will seek the employee's permission to obtain a Police Records Check and will pay for all Police Records Checks which Wintringham applies for.

63 UNION MATTERS

63.1 At each facility subject to this Agreement the Employer will upon application grant, up to 5 days' leave with pay in each calendar year, non-cumulative, to two job representatives or delegates nominated by each of the ANMF, ASU, AWU, HWU respectively (a maximum of 5 days in total) to attend courses conducted by an accredited training provider and, approved by the Union or TUTA (or its successors) on the following conditions:

63.1.1 The scope, content and level of the courses are directed to the enhancement of representatives understanding of the operation of Enterprise Agreements generally, the interaction of Enterprise Agreements with Awards and the FW

Act, the Disputes Settling Procedure, the Disciplinary Procedure and other provisions of the Agreement;

63.1.2 That four weeks period of notice is provided to the Employer; the taking of leave is arranged having regard to the operational requirements of the Employer;

63.1.3 Elected Job Representatives and Health and Safety Representatives shall be provided reasonable access to resources such as office space, desk, access to email/internet and telephone;

63.1.4 At the request of the employee, Wintringham will facilitate payroll deductions for the payment of Union membership fees if an employee so elects.

63.1.5 A noticeboard for the Union's use will be readily accessible in each ward/unit/work area or nearest staff room where persons eligible to be members of the Union are employed.

64 OH&S MATTERS

64.1 Following an incident or injury affecting an employee, Wintringham is to take appropriate action to prevent further injury to employees, including conducting a worksite assessment and where practicable implementing workplace modifications to ensure a healthy and safe working environment for all employees

65 GENDER BASED DISCRIMINATION

Wintringham is committed to creating a workplace where all Employees are equally respected and valued and enjoy equity of both opportunity and outcomes.

The parties to this Agreement recognise that gender inequality has the potential to limit and impact negatively on the safety, education, employment, family lives and opportunities of Employees.

Under the *Victorian Equal Opportunity Act 2010* all organisations have a *positive duty* to take proactive steps to prevent discriminatory practices.

Wintringham and its Employees are committed to promoting gender equality and to ensuring equality of opportunity and outcomes for all Employees. This includes:

- promoting gender equality and modelling respectful relationships.
- being held accountable if an Employee(s) use language and/or demonstrate behaviour that: promotes unequal power relations between women and men, perpetuates harmful gender stereotypes, condones violence or aggression against women or LGBTQIA employees.

SCHEDULE ONE – CLASSIFICATIONS AND WAGE RATES

A. SALARY INCREASES FOR ALL EMPLOYEES

1 July, 2020	2.25 %
1 July, 2021	2.25%
1 July, 2022	2.25 %
1 July, 2023	2.25%

All increases to salaries and allowances have been incorporated into the wage Schedule.

The following salaries will become payable to employees from the first pay period commencing on or after the date specified in the columns below.

B. REGISTERED AND ENROLLED NURSES

Registered Nurse	2020	2021	2022	2023	Comparative Award:
Rates per week					Nurses Award 2010
Registered Nurse Grade 2					Level 2
Year 1	1231.3706	1259.0764	1287.4056	1316.3723	PP1
Year 2	1489.9354	1523.4589	1557.7368	1592.7858	PP3
Year 3	1600.4490	1636.4591	1673.2795	1710.9283	PP4
Registered Nurse Grade 3A					Level 3
Year 1	1646.6837	1683.7341	1721.6181	1760.3545	PP1
Year 2	1673.1731	1710.8195	1749.3129	1788.6725	PP2
Registered Nurse Grade 3B					Level 3
Year 1	1712.5006	1751.0319	1790.4301	1830.7148	PP3
Year 2	1751.3845	1790.7907	1831.0834	1872.2828	PP4
Registered Nurse Grade 4A					Level 4
Year 1	1801.1392	1841.6648	1883.1023	1925.4721	PP1
Year 1 (Charge Nurse NUM)	1845.9984	1887.5334	1930.0029	1973.4279	PP2
Year 2	1849.3557	1890.9662	1933.5130	1977.0170	PP3
Year 2 (Charge Nurse NUM)	1897.1286	1939.8140	1983.4598	2028.0877	PP3
Registered Nurse Grade 4B					Level 4
Year 1	1895.1319	1937.7724	1981.3723	2025.9532	PP3
Year 2	1942.7421	1986.4538	2031.1490	2076.8499	PP3
Year 2 (Charge Nurse NUM)	1945.1824	1988.9490	2033.7004	2079.4586	PP3
Year 4	1993.7392	2038.5983	2084.4668	2131.3673	PP3
Year 5	2044.2335	2090.2287	2137.2589	2185.3472	PP3
Registered Nurse Grade 5	1984.3769	2029.0254	2074.6784	2121.3587	Level 5 – PP4
Registered Nurse Grade 7	1984.4213	2029.0708	2074.7248	2121.4062	Level 5 – PP6

Enrolled Nurse	2020	2021	2022	2023	Comparative Award:
Rates per week					Nurses Award 2010 - RN 2
EN Year 6 (non med endorsed)	1171.2182	1197.5706	1224.5160	1252.0676	PP5
EN Year 7 (non med endorsed)	1193.3298	1220.1798	1247.6338	1275.7056	PP5
EN Year 8 (non med endorsed)	1215.2196	1242.5620	1270.5196	1299.1063	PP5
EEN Year 1	1102.7945	1127.6074	1152.9785	1178.9205	PP5
EEN Year 2	1124.5907	1149.8940	1175.7666	1202.2214	PP5
EEN Year 3	1146.9870	1172.7942	1199.1820	1226.1636	PP5
EEN Year 4	1171.8902	1198.2578	1225.2186	1252.7860	PP5
EEN Year 5	1195.1324	1222.0228	1249.5184	1277.6325	PP5
EEN Year 6	1218.0671	1245.4736	1273.4967	1302.1504	PP5
EEN Year 7	1241.0630	1268.9869	1297.5391	1326.7337	PP5
EEN Year 8	1263.8283	1292.2644	1321.3404	1351.0706	PP5
EEN Supervisor Year 1	1208.8325	1236.0312	1263.8419	1292.2784	PP5
EEN Supervisor Year 2	1232.7245	1260.4608	1288.8212	1317.8197	PP5
EEN Supervisor Year 3	1257.2741	1285.5628	1314.4879	1344.0639	PP5
EEN Supervisor Year 4	1284.5721	1313.4750	1343.0282	1373.2463	PP5
EEN Supervisor Year 5	1310.0491	1339.5252	1369.6645	1400.4819	PP5
EEN Supervisor Year 6	1335.1887	1365.2305	1395.9482	1427.3570	PP5
EEN Supervisor Year 7	1360.3960	1391.0050	1422.3026	1454.3044	PP5
EEN Supervisor Year 8	1385.3502	1416.5206	1448.3923	1480.9811	PP5

C. CARE AND SUPPORT, TECHNICAL, FOOD SERVICES, GENERAL SERVICES AND ADMINISTRATION / CLERICAL STAFF

Care and Support, Technical, Food Services. General Services and Administration/Clerical Staff	2020	2021	2022	2023	Comparative Award:
Rates per week					Aged Care Award 2010
Level 1					Level 2
Year 1	904.5199	924.8716	945.6812	966.9590	Year 1
Year 2	912.1281	932.6509	953.6356	975.0924	Year 2
Year 3	919.5677	940.2579	961.4137	983.0456	Year 3
Year 4	928.5228	949.4145	970.7763	992.6188	Year 4
Year 5	930.1914	951.1207	972.5209	994.4026	Year 5
LEVEL 2					Level 2
Year 1	938.7485	959.8704	981.4675	1,003.5505	Year 1
Year 2	946.3567	967.6497	989.4219	1,011.6839	Year 2
Year 3	953.7964	975.2569	997.2001	1,019.6371	Year 3
Year 4	962.7515	984.4134	1,006.5627	1,029.2104	Year 4
Year 5	964.4048	986.1039	1,008.2912	1,030.9777	Year 5
Level 3					Level 3
Year 1	962.0322	983.6779	1,005.8106	1,028.4414	Year 1
Year 2	969.6401	991.4570	1,013.7648	1,036.5745	Year 2
Year 3	977.0799	999.0642	1,021.5431	1,044.5278	Year 3
Year 4	986.0352	1,008.2210	1,030.9059	1,054.1013	Year 4
Year 5	987.7036	1,009.9269	1,032.6503	1,055.8849	Year 5
Level 4					Level 3
Year 1	973.1304	995.0258	1,017.4139	1,040.3057	Year 1
Year 2	980.7384	1,002.8051	1,025.3682	1,048.4390	Year 2
Year 3	988.1782	1,010.4122	1,033.1464	1,056.3922	Year 3
Year 4	997.1334	1,019.5689	1,042.5092	1,065.9656	Year 4
Year 5	998.7866	1,021.2593	1,044.2376	1,067.7330	Year 5
Level 5					Level 3
Year 1	996.5823	1,019.0054	1,041.9330	1,065.3765	Year 1
Year 2	1,004.1750	1,026.7690	1,049.8713	1,073.4934	Year 2
Year 3	1,011.6301	1,034.3917	1,057.6655	1,081.4630	Year 3
Year 4	1,020.5852	1,043.5484	1,067.0283	1,091.0364	Year 4
Year 5	1,022.2385	1,045.2388	1,068.7567	1,092.8037	Year 5
Level 6					Level 4
Year 1	1,008.1398	1,030.8230	1,054.0165	1,077.7319	Year 1
Year 2	1,015.7478	1,038.6021	1,061.9707	1,085.8650	Year 2
Year 3	1,023.1875	1,046.2092	1,069.7490	1,093.8183	Year 3
Year 4	1,032.1428	1,055.3660	1,079.1118	1,103.3918	Year 4
Year 5	1,033.8112	1,057.0720	1,080.8561	1,105.1754	Year 5
Level 7					Level 4
Year 1	1,032.7621	1,055.9992	1,079.7592	1,104.0538	Year 1
Year 2	1,040.7765	1,064.1940	1,088.1383	1,112.6214	Year 2
Year 3	1,048.2314	1,071.8166	1,095.9325	1,120.5910	Year 3
Year 4	1,057.1714	1,080.9578	1,105.2793	1,130.1481	Year 4
Year 5	1,058.8399	1,082.6638	1,107.0238	1,131.9318	Year 5

Care and Support, Technical, Food Services. General Services and Administration/Clerical Staff	2020	2021	2022	2023	Comparative Award:
Rates per week					Aged Care Award 2010
Level 8					Level 5
Year 1	1,053.9261	1,077.6394	1,101.8863	1,126.6787	Year 1
Year 2	1,061.5342	1,085.4187	1,109.8406	1,134.8120	Year 2
Year 3	1,068.9739	1,093.0258	1,117.6189	1,142.7653	Year 3
Year 4	1,077.9290	1,102.1824	1,126.9815	1,152.3386	Year 4
Year 5	1,079.5976	1,103.8886	1,128.7260	1,154.1224	Year 5
Level 9					Level 6
Year 1	1,081.4958	1,105.8295	1,130.7107	1,156.1516	Year 1
Year 2	1,089.1039	1,113.6088	1,138.6649	1,164.2849	Year 2
Year 3	1,096.5435	1,121.2158	1,146.4431	1,172.2381	Year 3
Year 4	1,105.4987	1,130.3724	1,155.8058	1,181.8115	Year 4
Year 5	1,107.1674	1,132.0786	1,157.5504	1,183.5953	Year 5
Level 10					Level 6
Year 1	1,145.3460	1,171.1162	1,197.4664	1,224.4094	Year 1
Year 2	1,152.9542	1,178.8956	1,205.4208	1,232.5427	Year 2
Year 3	1,160.3931	1,186.5020	1,213.1982	1,240.4952	Year 3
Year 4	1,169.3489	1,195.6592	1,222.5615	1,250.0692	Year 4
Year 5	1,171.0171	1,197.3649	1,224.3056	1,251.8525	Year 5
Level 11					Level 7
Year 1	1,202.7050	1,229.7659	1,257.4356	1,285.7279	Year 1
Year 2	1,210.3132	1,237.5452	1,265.3900	1,293.8613	Year 2
Year 3	1,217.7521	1,245.1516	1,273.1675	1,301.8137	Year 3
Year 4	1,226.7080	1,254.3089	1,282.5309	1,311.3878	Year 4
Year 5	1,228.3761	1,256.0145	1,284.2749	1,313.1711	Year 5

D. CASE MANAGERS, HOUSING SUPPORT STAFF

Case Managers / Housing Support Staff	2020	2021	2022	2023	Comparative Award/s:	
Rates per week					Aged Care Award 2010	Social, Community Home Care and Disability Services Award 2010
Level 1 Unqualified					Level 7 (Aged Care Award)	L4 HC SCHCADS Home Care Sector
Year 1	1251.6477	1279.8098	1308.6055	1338.0491	Year 1	Year 1
Year 2	1282.9395	1311.8056	1341.3212	1371.5010	Year 2	Year 2
Year 3	1315.0123	1344.6000	1374.8535	1405.7877	Year 3	Year 3
Year 4	1347.8853	1378.2127	1409.2225	1440.9300	Year 4	Year 3
Year 5 & thereafter	1381.5789	1412.6644	1444.4493	1476.9494	Year 5	Year 3
Level 2 Certificate					Level 7 (Aged Care Award)	L5 HC SCHCADS Home Care Sector
Year 1	1340.7454	1370.9122	1401.7577	1433.2973	Year 1	Year 1
Year 2	1374.6896	1405.6201	1437.2465	1469.5846	Year 2	Year 2
Year 3	1408.6326	1440.3268	1472.7342	1505.8707	Year 3	Year 3
Year 4	1442.5766	1475.0346	1508.2229	1542.1579	Year 4	Year 3
Year 5 & thereafter	1476.5208	1509.7425	1543.7117	1578.4452	Year 5	Year 3
Level 3 Diploma					Level 7 (Aged Care Award)	L5 HC SCHCADS Home Care Sector
Year 1	1357.7248	1388.2736	1419.5098	1451.4488	Year 1	Year 1
Year 2	1391.6679	1422.9804	1454.9975	1487.7349	Year 2	Year 2
Year 3	1425.5972	1457.6732	1490.4708	1524.0064	Year 3	Year 3
Year 4	1459.5414	1492.3811	1525.9596	1560.2937	Year 4	Year 3
Year 5 & thereafter	1493.4855	1527.0889	1561.4484	1596.5810	Year 5	Year 3
Level 4 Degree					Level 7 (Aged Care Award)	L5 HC SCHCADS Home Care Sector
Year 1	1374.6558	1405.5855	1437.2112	1469.5485	Year 1	Year 1
Year 2	1408.6326	1440.3268	1472.7342	1505.8707	Year 2	Year 2
Year 3	1442.5766	1475.0346	1508.2229	1542.1579	Year 3	Year 3
Year 4	1476.5208	1509.7425	1543.7117	1578.4452	Year 4	Year 3
Year 5 & thereafter	1510.4649	1544.4504	1579.2005	1614.7325	Year 5	Year 3

E. OUTREACH WORKERS

Outreach Workers	2020	2021	2022	2023	Comparative Award/s:	
Rates per week					Aged Care Award 2010	Social, Community Home Care and Disability Services Award 2010 Home Care
Grade 1 Unqualified						Level 7 (Aged Care Award)
Year 1	1251.6477	1279.8098	1308.6055	1338.0491	Year 1	Level 2 PP1
Year 2	1282.9395	1311.8056	1341.3212	1371.5010	Year 2	Level 2 PP2
Year 3	1315.0123	1344.6000	1374.8535	1405.7877	Year 3	Level 2 PP3
Year 4	1347.8853	1378.2127	1409.2225	1440.9300	Year 4	Level 2 PP4
Year 5 & thereafter	1381.5789	1412.6644	1444.4493	1476.9494	Year 5	Level 2 PP4
Grade 2					Level 7 (Aged Care Award)	Social and Community Sector
Year 1	1340.7454	1370.9122	1401.7577	1433.2973	Year 1	Level 3 PP1
Year 2	1374.6896	1405.6201	1437.2465	1469.5846	Year 2	Level 3 PP2
Year 3	1408.6326	1440.3268	1472.7342	1505.8707	Year 3	Level 3 PP3
Year 4	1442.5766	1475.0346	1508.2229	1542.1579	Year 4	Level 3 PP4
Year 5 & thereafter	1476.5208	1509.7425	1543.7117	1578.4452	Year 5	Level 3 PP4
Grade 3					Level 7 (Aged Care Award)	Social and Community Sector
Year 1	1357.7248	1388.2736	1419.5098	1451.4488	Year 1	Level 3 PP1
Year 2	1391.6679	1422.9804	1454.9975	1487.7349	Year 2	Level 3 PP2
Year 3	1425.5972	1457.6732	1490.4708	1524.0064	Year 3	Level 3 PP3
Year 4	1459.5414	1492.3811	1525.9596	1560.2937	Year 4	Level 3 PP4
Year 5 & thereafter	1493.4855	1527.0889	1561.4484	1596.5810	Year 5	Level 3 PP4
Grade 4					Level 7 (Aged Care Award)	Social and Community Sector
Year 1	1374.6558	1405.5855	1437.2112	1469.5485	Year 1	Level 4 PP1
Year 2	1408.6326	1440.3268	1472.7342	1505.8707	Year 2	Level 4 PP2
Year 3	1442.5766	1475.0346	1508.2229	1542.1579	Year 3	Level 4 PP3

Year 4	1476.5208	1509.7425	1543.7117	1578.4452	Year 4	Level 4 PP4
Year 5 & thereafter	1510.4649	1544.4504	1579.2005	1614.7325	Year 5	Level 4 PP4
Grade 5					Level 7 (Aged Care Award)	Social and Community Sector
Year 1	1512.1217	1546.1444	1580.9326	1616.5036	Year 1	Level 5 PP1
Year 2	1549.4959	1584.3596	1620.0076	1656.4578	Year 2	Level 5 PP2
Year 3	1586.8338	1622.5376	1659.0447	1696.3732	Year 3	Level 5 PP3
Year 4	1624.1728	1660.7167	1698.0828	1736.2897	Year 4	Level 5 PP3
Year 5 & thereafter	1661.5118	1698.8958	1737.1210	1776.2062	Year 5	Level 5 PP3

F. RECREATION STAFF

Recreation Staff	2020	2021	2022	2023	Comparative Award/s:	
Rates per week						
Grade 1					Level 2 (Aged Care Award)	
1st Year	962.0213	983.6667	1005.7992	1028.4297	Year 1	
2nd Year	969.6383	991.4551	1013.7629	1036.5725	Year 2	
3rd Year	977.0747	999.0589	1021.5377	1044.5223	Year 3	
4th Year	986.0234	1008.2089	1030.8936	1054.0887	Year 4	
5th Year	987.7022	1009.9255	1032.6488	1055.8834	Year 5	
Grade 2					Level 4 (Aged Care Award)	
1st Year	1008.1385	1030.8216	1054.0151	1077.7305	Year 1	
2nd Year	1015.7414	1038.5956	1061.9640	1085.8582	Year 2	
3rd Year	1023.1778	1046.1993	1069.7388	1093.8079	Year 3	
4th Year	1032.1404	1055.3636	1079.1092	1103.3892	Year 4	
5th Year	1033.8053	1057.0659	1080.8499	1105.1690	Year 5	
Grade 3					Level 5 (Aged Care Award)	
1st Year	1083.0862	1107.4556	1132.3734	1157.8518	Year 1	
2nd Year	1089.0930	1113.5976	1138.6536	1164.2733	Year 2	
3rd Year	1096.5434	1121.2156	1146.4430	1172.2380	Year 3	
4th Year	1105.4921	1130.3657	1155.7989	1181.8044	Year 4	
5th Year	1107.1570	1132.0680	1157.5396	1183.5842	Year 5	
Grade 4					Level 7 (Aged Care Award)	
1st Year	1107.1570	1132.0680	1157.5396	1183.5842	Year 1	
2nd Year	1111.6382	1136.6501	1162.2247	1188.3748	Year 2	
3rd Year	1169.9234	1196.2467	1223.1622	1250.6834	Year 3	

4th Year	1243.3443	1271.3195	1299.9242	1329.1725	Year 4	
5th Year	1299.2146	1328.4469	1358.3370	1388.8995	Year 5	
Coordinator Unqualified					Level 7 (Aged Care Award)	
1st Year	1202.6936	1229.7543	1257.4237	1285.7158	Year 1	
2nd Year	1210.3098	1237.5417	1265.3864	1293.8576	Year 2	
3rd Year	1217.7465	1245.1458	1273.1616	1301.8077	Year 3	
4th Year	1226.6955	1254.2962	1282.5179	1311.3745	Year 4	
5th Year	1228.3739	1256.0123	1284.2726	1313.1687	Year 5	
Coordinator (Qualified)					Level 7 (Aged Care Award)	Level 3 (HPSS)
1st Year	1359.3580	1389.9436	1421.2173	1453.1947	Year 1	PP1
2nd Year	1426.4946	1458.5907	1491.4090	1524.9657	Year 2	PP2
3rd Year	1491.4246	1524.9816	1559.2937	1594.3778	Year 3	PP3
4th Year	1562.0566	1597.2029	1633.1399	1669.8856	Year 4	PP4

G. MANAGEMENT AND CORPORATE SERVICES STAFF

Management and Corporate Service Staff	2020	2021	2022	2023	Comparative Award/s:
Rates per week					Aged Care Award 2010
Senior Aged Care Services Manager	2427.9536	2482.5825	2538.4406	2595.5555	Level 7 (Aged Care Award) – PP5
Community Housing & Support Manager	1942.3628	1986.0659	2030.7524	2076.4443	Level 7 (Aged Care Award) – PP5
Residential Site Mgr Under 50 beds	1664.8767	1702.3364	1740.6390	1779.8034	Level 7 (Aged Care Award) – PP5
Residential Site Mgr Over 50 beds	1942.3628	1986.0659	2030.7524	2076.4443	Level 7 (Aged Care Award) – PP5
Corporate Service Program Mgrs	1595.5085	1631.4075	1668.1141	1705.6467	Level 7 (Aged Care Award) – PP5
Corporate Service Program Coordinators	1387.4038	1418.6204	1450.5393	1483.1765	Level 6 (Aged Care Award) – PP5
Assistant/Deputy Program Coordinators	1248.6545	1276.7493	1305.4761	1334.8493	Level 6 (Aged Care Award) – PP5
Senior Administrative Staff	1248.6545	1276.7493	1305.4761	1334.8493	Level 6 (Aged Care Award) – PP5
Specialist Administration Staff	1109.9180	1134.8911	1160.4262	1186.5358	Level 6 (Aged Care Award) – PP5

SCHEDULE TWO - ALLOWANCES

ENROLLED NURSES	2020	2021	2022	2023
Morning Shift Allowance	24.5875	25.0277	25.8323	26.4781
Afternoon Shift Allowance	24.5875	25.0277	25.8323	26.4781
Night Shift Allowance	49.1856	50.4152	51.6756	52.9674

REGISTERED NURSES	2020	2021	2022	2023
Morning Shift Allowance	26.4007	27.0607	27.7373	28.4306
Afternoon Shift Allowance	26.4007	27.0607	27.7373	28.4306
Night Shift Allowance	52.7281	54.1783	55.3974	56.7823

NON NURSING STAFF	2020	2021	2022	2023
Morning Shift Allowance	21.4643	22.0009	22.5509	23.1147
Afternoon Shift Allowance	21.4643	22.0009	22.5509	23.1147
Night Shift Allowance	43.4317	44.5175	45.6304	46.7712

ALL STAFF	2020	2021	2022	2023
Change of Shift	26.4007	27.0607	27.7373	28.4306
On Call (5pm to 9am)	51.6381	52.78	53.988	55.2027
On Call (9am to 5pm, Saturday, Sundays, Public Holidays)	51.6381	52.78	53.988	55.2027
Sleepover	98.2454	100.7015	103.219	105.8

	2020	2021	2022	2023
Meal Allowance				
After 1 hour OT	12.6767	12.9556	13.2795	13.6115
After 4 hrs OT	10.0929	10.3451	10.6038	10.8689
5 hrs on Weekend or RDO	12.6396	12.9556	13.2795	13.6115
9 hrs on Weekend or RDO	10.0929	10.3451	10.6038	10.8689

Motor Vehicle allowance and Kilometer reimbursement – as per RACV rates
 Towing Allowance (applies to cars required to draw a trailer behind) - \$0.42 per Kilometer

ALL STAFF

Leaders' Allowance – 10% of employee's normal rate of pay.

In Charge of Facility Allowance	2020	2021	2022	2023
	64.4139	66.0243	67.6749	69.3667

SCHEDULE THREE – BURSARY AGREEMENT

WINTRINGHAM

and

[insert name of employee]

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PARTIES

WINTRINGHAM

1 of
("Wintringham")

[insert name of employee]

2 of
("You")

BACKGROUND

Wintringham offers bursaries to current employees for a health related degree/diploma or for a degree/diploma in another discipline relevant to the operation of Wintringham. The objective in offering these bursaries is to retain high quality professional staff for Wintringham.

You have applied for a bursary and have received information about the conditions attached to a bursary and the consequences if the conditions are not complied with.

One of the conditions of accepting a bursary is that You must continue to work at Wintringham while studying and following successful completion of your degree/diploma You must continue to work at Wintringham for a specified period of time.

Another condition of accepting a bursary is that if You do not complete your degree/diploma or if You do not continue to work at Wintringham for the specified period of time, You must repay to Wintringham the amount Wintringham has paid to You or on your behalf.

Following assessment of your application You have been selected to receive an offer of a bursary.

OPERATIVE PROVISIONS:

1 DEFINITIONS AND INTERPRETATION

Definitions:

“HECS Fees” means the fees payable by You for your approved course of study under the Higher Education Contribution Scheme in each year of your course.

“Course Fees” means fees for courses undertaken which are outside of the HECS fee system.

“Initial Bursary Amounts” means:

- payment to You or on your behalf of half of the HECS/Course Fees payable by You in each year of your approved course of study;
- reimbursement to You of up to \$ in each year of the cost of prescribed texts and aids for your approved course of study upon presentation of the current list of texts and aids and valid receipts;
- reimbursement of up to \$ in each year for the general student service charge on presentation of a valid receipt.

“Subsequent Bursary Amounts” means amounts paid to you per fortnight to ensure that you do not lose income as a result of undertaking your course of studies. Payments are subject to the following:

- an employee chooses to undertake a health related degree/diploma or a degree/diploma in another discipline relevant to the operation of Wintringham. The course is not a requirement Wintringham imposes on employees
- Employees who chose to undertake a health related degree/diploma or a degree/diploma in another discipline relevant to the operation of Wintringham will do so in their own time
- Wintringham will endeavour to work with employees during their course participation to negotiate a roster that will provide both time off for course attendance and sufficient shifts/hours of work to allow the employee to maintain their income as far as is practicable
- Wintringham recognises that staff require free days included in each fortnightly roster. Wintringham will therefore not approve any roster that does not provide a minimum of two free days each fortnight
- Employees are required to be flexible with regards to work arrangements and make every endeavour to negotiate a mutually acceptable roster
- Wintringham Bursary Holders will be offered “make up” pay. This will occur when it is not reasonably possible to roster the employee sufficient shifts/hours of work to maintain the average income the employee has received over the six month period immediately preceding course commencement

“Make up” pay amounts” are referred to as “subsequent bursary amounts” and are subject to the conditions of this contract as stated.

1.2 In this Agreement, unless the contrary intention appears:

- 1.2.1 words importing a gender include any other gender;
- 1.2.2 words in the singular include the plural and words in the plural include the singular;
- 1.2.3 clause headings are inserted for convenient reference only and have no effect in limiting or extending The language of provisions to which they refer;
- 1.2.4 all references to dollars are to Australian dollars;
- 1.2.5 reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the State of Victoria or the Commonwealth of Australia (as the case may be) as amended or replaced from time to time;
- 1.2.6 where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning; and
- 1.2.7 the schedule and any attachments form part of this Agreement and where any conflict arises between the terms and conditions contained in the clauses of this Agreement and any part of the schedule (and attachments if any), the terms and conditions of the clauses of this Agreement prevail.

2 OBLIGATIONS OF WINTRINGHAM TO YOU

- 2.1 Wintringham will pay You the Initial Bursary Amounts for the course of study approved by Wintringham as set out in item A of the Schedule and at the times and in the manner set out in item B of the Schedule.
- 2.2 Wintringham will pay you the Subsequent Bursary Amounts for the course of study as set out in Item C of the Schedule. These amounts will be paid on a fortnightly basis.
- 2.3 In order to receive the Initial Bursary Amount in a particular year, You must provide evidence to Wintringham of satisfactory completion of your previous years' approved course of study and evidence of your enrolment in the approved course of study for the current year.
- 2.4 If You wish to extend your studies by an additional period to enable You to specialise or undertake an advanced course of study, Wintringham will give consideration to providing additional financial support and if Wintringham and You agree, we will jointly complete an addendum to this Agreement. This addendum will set out the limit of additional financial support to be provided to You and specify the number of additional years full time employment required of You at Wintringham.

3 YOUR OBLIGATIONS TO WINTRINGHAM

- 3.1 You agree to undertake the approved course of study for which this bursary is granted and, where relevant, any other training which entitles You to be registered as a health professional.
- 3.2 You agree to continue to work at Wintringham

- 3.3 You acknowledge and agree that You will work at Wintringham after completion of your degree/diploma on an equivalent full time basis as set down in Item D of the Schedule. In general, however, the following time periods apply:
- if your approved course of study is one year, You will work for two years;
 - if your approved course of study is one and a half years, You will work for three years; and
 - if your approved course of study is three years, You will work for six years.
- 3.4 You may apply to Wintringham for additional financial support to enable You to specialise or undertake an advanced course of study. If Wintringham agrees, You acknowledge and agree to complete an addendum to this Agreement setting out the financial support to be provided and an undertaking to work an additional number of years at Wintringham.
- 3.5 You agree to provide any information requested by Wintringham and to notify Wintringham in writing of any of the following within 30 days after they occur:
- your discontinuance or failure of your approved course of study (or part thereof);
 - your deferral of any part of your approved course of study;
 - your completion of your approved course of study; and
 - any change of your address.
- 3.6 You must not assign, in whole or part, your rights or obligations under this Agreement.

4 BREACH OF THIS AGREEMENT

- 4.1 If You fail to complete your approved course of study or fail to continue employment with Wintringham for the prescribed period of time then You will have breached this Agreement unless Wintringham in its discretion otherwise determines and clause 5.1 will apply.
- 4.2 If You fail to complete the number of years of work with Wintringham specified in clause 3.3, then You will have breached this Agreement and clause 5.2 will apply.
- 4.3 If You commit a breach of any other provision of this Agreement clause 5 will not apply.
- 4.4 Wintringham will not seek damages in respect of any breach of this Agreement by You.

5 RECOVERY OF INITIAL BURSARY AMOUNTS

- 5.1 If you have committed a breach of this Agreement to which clause 4.1 refers, Wintringham may claim from You as a debt due to Wintringham:
- the Initial Bursary Amounts paid to You or on your behalf;
 - the Subsequent Bursary Amount paid to you; and

- interest calculated at the rate payable by the Commonwealth Bank for savings accounts (of less than \$5,000).
- 5.2 If You have committed a breach of this Agreement to which clause 4.2 applies, Wintringham may claim from You as a debt due to Wintringham on the basis of the following formula:
- 5.2.1 if your approved course of study was one year the Initial Bursary Amounts and Subsequent Bursary Amounts paid to You or on your behalf less 1/24 for each month of full time equivalent employment with Wintringham.
- 5.2.2 if your approved course of study was one and a half years the Initial Bursary Amounts and Subsequent Bursary Amounts less 1/36 for each month of full time equivalent employment with Wintringham.
- 5.2.3 Wintringham reserves the right to include, as a debt due to Wintringham, interest at the rate payable by the Commonwealth Bank for savings accounts (of less than \$5,000).
- 5.3 The amount referred to in clause 5.1 becomes due for payment upon the date following the expiration of one year from the date You discontinued your approved course of study.
- 5.4 The amount referred to in clause 5.2 becomes due for payment on the date of notice of your resignation or later by agreement. Wintringham retains the right to deduct the amount owing from your final pay.
- 5.5 Wintringham may reduce the amount You otherwise owe Wintringham under clause 5.1 or 5.2 to such an amount as Wintringham in its discretion determines.

TERMINATION OF THIS AGREEMENT

Unless terminated earlier by mutual agreement or by law this Agreement will terminate when both parties have fulfilled their obligations under this Agreement.

TRAVEL, ACCOMMODATION AND STUDY LEAVE

You are entitled to travel, accommodation and study leave in accordance with Wintringham's policy. These amounts are in addition to the Initial and Subsequent Bursary Amounts.

8 GENERAL NOTICES PROVISION

- 8.1 Any notices or other communication required to be given under this Agreement must be in writing and may be:
- delivered by hand to the physical address of the recipient - and is deemed to be given upon delivery;
 - sent by pre-paid ordinary post within Australia to the postal address of the recipient - and is deemed to be given upon the expiration of three business days after the date on which it was sent;

- sent by facsimile message to the facsimile address of the recipient - and is deemed to be given upon receipt by the sender of an acknowledgement that the communication has been properly transmitted to the recipient; or
- sent by email to the email address of the recipient - and is deemed to be given when the email enters an information system accessible to the recipient.

8.2 In this clause 8 a reference to any kind of address means the address of the recipient stated in item C of the Schedule.

9 ACKNOWLEDGEMENT OF AGREEMENT BY YOU

9.1 You acknowledge that prior to signing this Agreement You have obtained independent legal advice and satisfied yourself that You understand the nature and extent of your rights and obligations under this Agreement including the consequences if You do not comply with the terms and conditions of this Agreement.

9.2 You acknowledge that You are over 18 years of age.

9.3 You acknowledge that Wintringham entered this Agreement with You in reliance upon the acknowledgements contained in clauses 9.1 and 9.2.

A APPROVED COURSE OF STUDY

B TIME AND METHOD OF PAYMENT OF INITIAL SCHOLARSHIP AMOUNTS

C ADDRESSES FOR THE PURPOSE OF RECEIVING NOTICES THE ADDRESS OF WINTRINGHAM IS:

EMAIL:

FAX:

YOUR TERM ADDRESS IS:

EMAIL:

FAX:

YOUR OTHER ADDRESS IS:

EMAIL:

FAX:

EXECUTED as a deed. (Signature page attached)

SCHEDULE FOUR - SKILL LEVEL AND CLASSIFICATION DEFINITIONS

REGISTERED NURSE

Registered Nurse shall mean a person whose name appears in the appropriate Register maintained by the Australian Health Practitioner Regulation Agency.

REGISTERED NURSE GRADE 2

A Registered Nurse in his or her second or subsequent years of experience as a Registered Nurse. An RN Grade 2 is not in charge of a ward or unit and does not manage other staff.

REGISTERED NURSE GRADE 3

A Registered Nurse who, at the direction of the employer and with direct supervision, undertakes clinical care with ad hoc responsibilities beyond provision of clinical care (e.g. rostering of other staff, allocation of duties to other staff)

REGISTERED NURSE GRADE 3A

A Registered Nurse who is appointed as the **second in charge**, however titled, of a facility with less than 61 beds. (Excluding Ron Conn)

REGISTERED NURSE GRADE 3B

A Registered Nurse who is appointed as the **second in charge**, however, titled, of a facility with 61 or more beds. (Excluding Ron Conn)

REGISTERED NURSE GRADE 4

A Registered Nurse who, at the direction of the employer, and with indirect supervision undertakes clinical care with ad hoc responsibilities beyond provision of clinical care (e.g. rostering of other staff, allocation of duties to other staff)

REGISTERED NURSE GRADE 4A

A Registered Nurse who is appointed as such in charge of a ward or section of a facility;

A Registered Nurse appointed as such in charge of a facility with less than 61 beds in the out of hours of the Facility Manager

A Registered Nurse employed as such and appointed as a Community Case Manager

REGISTERED NURSE GRADE 4B

A Registered Nurse who is appointed as such in charge of a ward or section of a facility with two or more years of in charge experience;

A Registered Nurse appointed as such in charge of a facility with more than 61 beds .

REGISTERED NURSE GRADE 5

A Registered Nurse appointed as a Clinical Care Coordinator or Clinical Nurse appointed to an individual facility or within a team across multiple facilities. The **Clinical Nurse** is a Registered Nurse appointed as such who provides a clinical resource, clinical advisory/development role concerning the clinical and professional care of residents of a residential aged care facility or clients living in the community, and who oversees the planning and evaluation of the clinical care of residents and clients.

The Clinical Nurse will have a high level of skill in clinical decision-making, in particular in problem identification and solution and analysis and interpretation of clinical data.

A **Registered Nurse appointed In Charge of a Facility** (however titled) in the off duty periods of the Director of Nursing/Facility Manager. At this level, the RN will not have any direct or indirect supervision.

A Registered Nurse appointed as a Clinical Nurse in a Residential Aged Care Facility (more than 50 beds). The first year rate for this classification shall be Grade 5 (13-50 beds). Thereafter, the rate of pay for this classification shall be Grade 5 (51-200 beds).

A Registered Nurse appointed as such to be in charge of a facility of 61 or more beds in the out of hours of the facility manager.

REGISTERED NURSE GRADE 7

Director of Nursing (however titled)

A Registered Nurse appointed as the principal nursing Executive Officer.

ENROLLED NURSE

Enrolled Nurse shall mean a person whose name appears in the appropriate Register maintained by the Australian Health Practitioner Regulation Agency.

ENROLLED NURSE – MEDICATION ENDORSED

Endorsed Enrolled Nurse (Medication Endorsed) shall mean an EN whose name appears in the Australian Health Practitioner Regulation Agency and who holds a Board approved qualification in medicines administration.

ENROLLED NURSE – MEDICATION ENDORSED SUPERVISOR

Shall mean an EN whose name appears in the Register maintained by the Australian Health Practitioner Regulation Agency and who holds a Board approved qualification in medicines administration and who works, after hours, in-charge of the facility.

EEN appointed as the Care Manager in a Wintringham Residential Aged Care Service or as a Case Manager to clients assessed as requiring a high level home care package.

CARE AND SUPPORT, CASE MANAGERS, TECHNICAL, FOOD SERVICES AND ADMINISTRATION/CLERICAL STAFF

SKILL LEVELS

LEVEL 1

An employee at this level:

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

Indicative tasks performed at this level are:

LAUNDRY HAND

A person employed to undertake basic laundry work and the sorting and packing of linen.

MAINTENANCE/HANDYPERSON (UNQUALIFIED)

Means a person employed to provide maintenance or handyman services. Such an employee would not possess any accredited training.

FOOD AND DOMESTIC SERVICES ASSISTANT

Means a person employed to provide food and/or domestic services (ie cleaning services)

LEVEL 2

An employee at this level:

Works within established routines, methods and procedures.

Has limited responsibility, accountability or discretion.

May work under limited supervision, either individually or in a team.

Possesses communication skills.

Requires on-the-job training and/or specific skills training or experience.

Indicative tasks performed at this level are:

GARDENER (NON-TRADE)

Means an employee engaged in the pruning or trimming of plants or trees; or in budding, propagating, planting or plotting; or like garden related functions.

ALLIED HEALTH ASSISTANT (UNQUALIFIED)

Means a person appointed as such, who is primarily required to perform work of a general nature under the supervision and direction of a Therapist (includes speech, physio and occupational therapy) or Allied Health Assistant (Qualified). Such a person may work under limited supervision, either individually or in a team.

LEVEL 3

An employee at this level:

Is capable of prioritising work within established routines, methods and procedures.

Is responsible for work performed with a limited level of accountability or discretion.

Works under limited supervision, either individually or in a team.

Possesses sound communication skills.

Requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

PERSONAL CARE WORKER GRADE 1

Means a person employed in a Residential Aged Care Facility or in Home Care, to provide personal care to residents or clients in their home in the community. Such an employee would not possess any accredited training.

DRIVER 1.25 TONNES OR LESS

Means a person employed to drive small vehicles (1.25 Tonnes or less) within and between establishments.

COOK EMPLOYED ALONE

Means a person employed as a sole cook who does not hold trade qualifications.

LEVEL 4

An employee at this level:

Is capable of prioritising work within established routines, methods and procedures. (non admin/clerical)

Is responsible for work performed with a medium level of accountability or discretion. (non admin/clerical)

Works under limited supervision, either individually or in a team. (non admin/clerical)

Possesses sound communication and/or arithmetic skills. (non admin/clerical)

Requires specific on-the-job training and/or relevant skills training or experience. (non admin/clerical)

An admin/clerical employee who undertakes a range of basic clerical functions within established routines, methods and procedures. No or limited experience and training are required.

Indicative tasks performed at this level are:

GENERAL CLERK/TYPIST

Person employed as such – second and subsequent years of service.

FOOD MONITOR

An employee responsible to a catering and/or dietary department whose primary function is to liaise with residents and staff to obtain appropriate meal requirements of patients, and to tally and collate the overall results for the catering and/or dietary department.

Notwithstanding the provisions of this agreement' when the above duties are incidental to other duties performed, higher duties rates shall only apply when the above duties are performed for two hours or more in any day.

LEVEL 5

An employee at this level:

Is capable of prioritising work within established policies, guidelines and procedures.

Is responsible for work performed with a medium level of accountability or discretion.

Works under limited supervision, either individually or in a team.

Possesses good communication, interpersonal and/or arithmetic skills.

Requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are:

ALLIED HEALTH ASSISTANT (QUALIFIED)

Means a person appointed as such, who has successfully completed either the Allied Health Assistants course conducted by the Mayfield Centre, State Enrolled Nurse course (or who has obtained equivalent qualifications thereto); who under direction and supervision directly assists the Therapist (includes speech, physio and occupational therapy) in carrying out therapeutic procedures and activities and who works at a level beyond that of a Allied Health Assistant (Unqualified).

DRIVER 1.25 TONNES TO 3 TONNES

Means a person employed to perform transport related functions, including drivers of intermediate sized vehicles (1.25 to 3.0 Tonnes)

LEVEL 6

An employee at this level:

Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.

Is responsible for work performed with a medium level of accountability.

Works under limited supervision, either individually or in a team.

Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)

Possesses well developed communication, interpersonal and/or arithmetic skills.

Requires substantial on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are:

PERSONAL CARE WORKER GRADE 2

Means a person employed in a Residential Aged Care Facility or in the home, to provide personal care to residents or clients. Such an employee must obtain a qualification in Aged Care at Certificate III level that has been issued by a registered training organisation.

RECEPTIONIST

Is a person appointed as such. The Receptionist may combine answering the telephone with general administrative duties.

PAY CLERK

Is a person appointed as such who assists the pay officer or other responsible person to calculate time sheets and other relevant duties in the process of preparing payments to staff.

DRIVER OVER 3 TONNES

Means a person employed to perform transport related functions, including drivers of non-articulated vehicles over 3.0 Tonnes.

LEVEL 7

An employee at this level:

Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.

Is responsible for work performed with a substantial level of accountability.

Works either individually or in a team.

Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)

May require regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is multi-function administrative or batch processing.

Possesses well developed communication, interpersonal and/or arithmetic skills.

Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

COMPUTER CLERK

Means clerical employees in the following classifications where their employment involves regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is “multi-function administrative” or “batch processing”: General Clerk, Typist, Switchboard Operator, Receptionist, Ward Clerk, Inpatients/Out-patients Clerk and Pay Clerk.

SECOND COOK GRADE D

A second cook employed in a residential facility with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

GARDENER TRADE

Means a tradesperson gardener who has satisfactorily completed the approved apprenticeship course in gardening or who has been issued with an approved trade certificate.

HANDYPERSON TRADE

Means a person employed as a handyman who has satisfactorily qualified as a tradesperson under the Industrial Training Act 1975 or holds an equivalent qualification acceptable to the employer.

LEVEL 8

An employee at this level:

Is capable of functioning semi autonomously, and prioritising his or her own work within established policies, guidelines and procedures.

Is responsible for work performed with a substantial level of accountability.

Works either individually or in a team.

Requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)

May require basic computer knowledge or be required to use a computer on a regular basis.

Possesses administrative skills and problem solving abilities.

Possesses well developed communication, interpersonal and/or arithmetic skills

Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

CHEF GRADE D

A chef employed in a residential facility with less than 100 beds or a kitchen providing less than 500 meals on a daily average

SECOND COOK GRADE C

A second cook employed in a residential facility with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1000 meals on a daily average.

LEVEL 9

An employee at this level:

Is capable of functioning with a high level of autonomy, and prioritising his or her own work within established policies, guidelines and procedures.

Is responsible for work performed with a substantial level of accountability and responsibility.

Works either individually or in a team.

May require comprehensive computer knowledge or be required to use a computer on a regular basis.

Possesses administrative skills and problem solving abilities.

Possesses well developed communication, interpersonal and/or arithmetic skills

May require formal qualifications at post-trade or Advanced Certificate or Associate

Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

COMPUTER CLERK ADVANCED

Means an employee required to perform more complex computer related duties that are outside the normal operating parameters of a dedicated software system (e.g. accessing the operating system, configuring or installing programs) or is required to perform advanced, responsible or complex functions within a dedicated software system (e.g. basic system maintenance or administration, security back-ups etc.)

PAY CLERK ADVANCED

Is a person who in addition to the duties of a "Pay Clerk" will be required to possess a working knowledge of relevant Industrial awards, regulations and Acts, handles complex payroll and award interpretation inquiries and be capable of functioning semi-autonomously, prioritising their own work within established policies, guidelines and procedures.

PERSONAL CARE WORKER GRADE 3

Means a person employed in a Residential Aged Care Facility or in the home, to provide personal care to residents or clients. Such an employee, in addition to having not less than two years experience as a personal care worker and the training required at a Personal Care Worker 2 classification; a relevant qualification in Aged Care at Certificate IV level that has been issued by a registered training organisation.

GARDENER ADVANCED

Means a "Gardener Trade" who holds post-trade qualifications and is capable of, and required to work autonomously and is required to prioritise his or her own work with a substantial level of accountability and responsibility.

SECOND COOK GRADE B

A second cook employed in a residential facility with 200 or more beds but less than 300 beds or a kitchen providing more than 1000 meals but less than 2000 meals on a daily average.

CHEF GRADE C

A chef employed in a residential facility with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1000 meals on a daily average.

HANDYPERSON ADVANCED

Is a "Handyperson Trade" who holds post-trade qualifications and is capable of, and required to work autonomously, and is required to prioritise their own work with a substantial level of accountability and responsibility.

LEVEL 10

An employee at this level:

Is capable of functioning autonomously, and prioritising his or her own work within established policies, guidelines and procedures.

Is responsible for work performed with a substantial level of accountability and responsibility.

Works either individually or in a team.

May require comprehensive computer knowledge or be required to use a computer on a regular basis.

Possesses administrative skills and problem solving abilities.

Possesses well developed communication, interpersonal and/or arithmetic skills

Will most likely require formal qualifications at trade or Advanced Certificate or Associate

Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

CHEF GRADE B

A chef employed in a residential facility with 200 or more beds but less than 300 beds or a kitchen providing more than 1000 meals but less than 2000 meals on a daily average.

SECOND COOK GRADE A

A second cook employed in a residential facility with more than 300 beds or a kitchen providing more than 2000 meals on a daily average.

LEVEL 11

An employee at this level:

Is capable of functioning autonomously, and prioritising his or her own work and the work of others within established policies, guidelines and procedures.

Is responsible for work performed with a substantial level of accountability and responsibility.

May supervise the work of others, including work allocation, rostering and guidance.

Works either individually or in a team.

May require comprehensive computer knowledge or be required to use a computer on a regular basis.

Possesses developed administrative skills and problem solving abilities.

Possesses well developed communication, interpersonal and/or arithmetic skills

May require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

PRIVATE SECRETARY

Is a person who in addition to the possessing and using secretarial skills, (e.g. word processing, stenography, reception and typing) provides services at the senior management level including attending to organisational matters: diaries, meetings, agendas, taking of minutes, liaising with other departments or divisions and involvement with routine correspondence.

CHEF GRADE A

A chef employed in a residential facility more than 300 beds or a kitchen providing more than 2000 meals on a daily average.

FOOD OR GENERAL SERVICES SUPERVISOR

Is a person appointed as such performing work which involves the supervision of staff within the Food or General Services Stream of this Agreement or the supervision of staff within a Food Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

PERSONAL CARE WORKER GRADE 4

Means a person employed in a Low Care or Multiple (Dual) Residential Aged Care Facility or in the home appointed as the personal care supervisor/coordination, and who holds the overall responsibility of managing or coordinating residents' or clients' personal care needs on a day to day basis.

CASE MANAGERS AND HOUSING SUPPORT WORKERS

CASE MANAGER OR HOUSING SUPPORT WORKER – LEVEL I

Means a person appointed as a Home Care Package Case Manager or Housing Support Worker (however titled) - Unqualified.

Such an employee would not possess any accredited training.

CASE MANAGER OR HOUSING SUPPORT WORKER – LEVEL II

A position in this level includes Case Manager and Housing Support Worker. A position in this level has the following characteristics:

- the freedom to act is governed by clear objectives and budgets;
- assistance is available from senior employees;
- employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.
- employees in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. They are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

The Case Manager or Housing Support Worker Level II will hold a relevant Certificate in an accredited training course relevant to the position.

CASE MANAGER OR HOUSING SUPPORT WORKER – LEVEL III

Means a person appointed as a Home Care Package Case Manager or Housing Support Worker (however titled). In addition to the characteristics listed for a Case Manager or Housing Support Worker Level II, the Case Manager or Housing Support Worker Level III will possess a Diploma in an accredited training course relevant to the position.

CASE MANAGER OR HOUSING SUPPORT WORKER – LEVEL IV

Means a person appointed as a Home Care Package Case Manager or Housing Support Worker (however titled). In addition to the characteristics listed for a Case Manager or Housing Support Worker Level II & III, the Case Manager or Housing Support Worker Level IV will possess a Degree in an accredited training course relevant to the position.

OUTREACH WORKERS

The Outreach Worker will:

- help financially disadvantaged older people to find accommodation, fill out housing application forms, and assist with financial and legal work such as rent relief, bond assistance, tenancy advice and legal services;
- encourage and support the client to make decisions regarding their use of services and to manage their own health and welfare needs.

OUTREACH WORKER – GRADE I

Means a person appointed as an Outreach Worker (however titled). Such an employee would not possess any accredited training. An Outreach Worker Grade I may include the initial recruit who may have limited relevant experience and who will work under the supervision of a more senior worker.

OUTREACH WORKER – GRADE II

Positions at this level allow employees the scope for exercising initiative in the application of established work procedures; assistance is available from senior employees.

The Outreach Worker Level II will:

- at a minimum, possess a Certificate in an accredited training course relevant to the position;
- plan and coordinate their work;
- solve problems using knowledge, judgement and work organisational skills;
- work under general supervision;
- operate as a member of a team;
- supervise other employees.

OUTREACH WORKER – GRADE III

In addition to the characteristics listed for an Outreach Worker Level II, the Outreach Worker Level III will possess a Diploma in an accredited training course relevant to the position.

OUTREACH WORKER – GRADE IV

In addition to the characteristics listed above, employees at this level are expected to contribute knowledge in establishing procedures in the appropriate work related field and to supervise activities of a complex nature.

The Outreach Worker Level IV will:

- possess a Degree in an accredited training course relevant to the position;
- set outcomes within defined constraints;
- provide specialist technical advice;
- have freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined, established practices;
- generally find solutions to problems in precedents, guidelines or instructions;
- usually have assistance available from senior employees.

OUTREACH WORKER – GRADE V

An Outreach Worker Grade V will operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee

The Outreach Worker Level V will:

- exercise a degree of autonomy;
- plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- develop, plan and supervise the implementation of educational and/or developmental programs for clients;

- plan, co-ordinate and administer the operation of the program including financial management and reporting;;
- set outcomes for lower classified staff;
- establish priorities and monitor work flow in areas of responsibility.

LEISURE/LIFESTYLE AND ACTIVITIES (RECREATION STAFF)

GRADE 1 - LEISURE AND LIFESTYLE ASSISTANT

Means an unqualified person employed to provide activities/diversional therapy in an aged care facility, however titled, or in the home.

Such a person is primarily required to assist with the planning and implementation as well as delivering lifestyle and leisure services related to client/resident enhancement programmes under the supervision and in co-operation with other members of the aged care team. The employer, where practicable, will assist the person to complete a qualification. Such assistance may include financial assistance, flexible rostering, supervised practice and/or study leave.

GRADE 2 - LEISURE AND LIFESTYLE ASSISTANT

Means a person appointed as such with a qualification at Certificate III level in Leisure and Lifestyle or Diversional Therapy, or other relevant qualification from a Registered Training Organisation. Such a person is primarily required to assist with the planning and implementation as well as deliver lifestyle and leisure services and related client/resident enhancement programmes where required under the supervision and direction of a Lifestyle Coordinator, Therapist, Allied Health Professional, or other member of staff in co-operation with other members of the aged care team.

GRADE 3 - LEISURE AND LIFESTYLE ASSISTANT

Means a person appointed as such with a qualification at Certificate IV level in Leisure and Lifestyle or Diversional Therapy or other relevant qualification from a Registered Training Organisation. Such a person is required to assist in the planning and implementation as well as deliver lifestyle and leisure services and related client/resident enhancement programmes under the supervision and direction of the Lifestyle Coordinator, Therapist, Allied Health Professional or other staff member in cooperation with other members of the aged care team. This employee maybe required to hold a First Aid Certificate and may also be required to hold a Victorian Bus Driving License.

GRADE 4 - LEISURE AND LIFESTYLE ASSISTANT

Means a person appointed as such with a degree qualification in Recreation Management. Such a person is required to assist in the planning and implementation as well as deliver lifestyle and leisure services and related client/resident enhancement programmes under the supervision and direction of the Lifestyle Coordinator, Therapist, Allied Health Professional or other staff member in cooperation with other members of the aged care team. This employee maybe required to hold a First Aid Certificate and may also be required to hold a Victorian Bus Driving License.

LEISURE AND LIFESTYLE COORDINATOR UNQUALIFIED

Is a suitably experienced, unqualified person appointed as such performing work which involved responsibility for the development, implementation, evaluation and continuous improvement of leisure and lifestyle programmes and supervision, work allocation, rostering and guidance of Lifestyle Assistants. This person may be required to hold a First Aid Certificate II and may also be required to hold a Victorian Bus Driving License

LEISURE AND LIFESTYLE COORDINATOR QUALIFIED

Is a suitably experienced and qualified person appointed as such performing work which involves responsibility for the development, implementation, evaluation and continuous improvement of leisure and lifestyle programmes and supervision, work allocation, rostering and guidance of Lifestyle Assistants. This person may be required to hold a First Aid Certificate II and may also be required to hold a Victorian Bus Driving License.

MANAGEMENT AND CORPORATE SERVICES STAFF

Program and Site Managers

DEPUTY GMO

Means the person appointed to the role Deputy – General Manager Operations

COMMUNITY HOUSING AND SUPPORT MANAGER

Means persons appointed as the Manager of a Wintringham Community Housing and Support service.

RESIDENTIAL SITE MANAGER (UNDER 50 BEDS)

Means persons appointed as the Manager of a Wintringham Residential Aged Care Facility with less than 50 beds.

RESIDENTIAL SITE MANAGER (OVER 50 BEDS)

Means persons appointed as the Manager of a Wintringham Residential Aged Care Facility with more than 50 beds.

CORPORATE SERVICE PROGRAM MANAGERS

Means persons appointed as a Manager of a Corporate Service. The Manager of a Corporate Service will be appointed as such and report directly to the Deputy GMO, GMO or CFO.

Corporate Services Staff

CORPORATE SERVICE PROGRAM COORDINATORS

Means persons appointed as the Coordinator of a Corporate Service (however titled). The Coordinator of a Corporate Service will report directly to one of the Corporate Service Program Managers.

ASSISTANT/DEPUTY PROGRAM COORDINATORS

Means persons appointed as the Assistant or Deputy (however titled) to a Coordinator of a Corporate Service (however titled). The Assistant/Deputy Program Coordinator will report directly to one of the Corporate Service Program Coordinators.

SENIOR ADMINISTRATIVE STAFF

Persons in these roles are capable of functioning autonomously, and prioritising his or her own work and the work of others.

He/she may be responsible for development of policies, guidelines and procedures under the direction of a member of the senior executive.

Indicative tasks performed at this level are:

Executive Assistant

SPECIALIST ADMINISTRATIVE STAFF

Persons in these roles perform a specialist administrative function. Indicative tasks performed at this level are:

Rostering Coordinator

Senior Accounts Clerk

IT Assistant

SCHEDULE FIVE - LETTER OF APPOINTMENT

The letter of appointment (however titled) will contain the following information:

- 1 Name of Employer.
- 2 Date of commencement.
- 3 Employee's specific classification.
- 4 The workplace/campus/location where the person is to be situated.
- 5 The name of the industrial instruments (e.g. Award and Enterprise Agreement) which contains the Employee's terms and conditions of employment.
- 6 The mode of employment.
- 7 The exact number of contracted weekly or fortnightly hours will be prescribed [insert actual minimum contracted hours e.g. 24] and for part time employees the letter should indicate whether (by mutual agreement) additional shifts may be added.
- 8 The general pattern of the shifts expected to be worked in accordance with the roster will be identified.
- 9 The Employee will be advised that if they agree to work regular additional shifts then they may request that the contract of employment be varied to reflect those additional hours (subject to any provisos in this Agreement).
- 10 Date of commencement.
- 11 Acknowledgment (where applicable) of prior service/entitlements to sick leave, long service, etc.
- 12 Other information as required depending on the nature of the position.

CERTIFICATE OF SERVICE AND TRAINING (UPON REQUEST BY THE EMPLOYEE)

- a. Name of Employer.
- b. Employee's classification (e.g. Grade 2 Year 4, Grade 4B Year 1, Enrolled Pay Point 4), rate of pay and regular allowances.
- c. Date of commencement and termination.
- d. The workplace/campus/location where the person was situated.
- e. Their mode of employment i.e. full-time, part-time or bank.
- f. Fortnightly hours on commencement and on termination.
- g. Summary of training (both external and in-service) undertaken during employment, including training nominal hours and indication of successful completion so far as such information is reasonably accessible to the Employer.

SIGNATURE PAGE

This Enterprise Agreement is made in accordance the Fair Work Act 2009, between:

WINTRINGHAM ABN: 97 007 293 478
[please print employer's company name(s)]

and their employees

SIGNED for and on behalf of WINTRINGHAM by its authorised officer:

Signature:

(employer or
representative's signature)

Date:

Name in full:

(please print)

Position:

(please print)

Employer address in full:

(please print)

Witnessed by:

(please sign)

Witness name in full:

(please print)

Witness address in full:

(please print)

SIGNED for and on behalf of Wintringham EMPLOYEE to be covered by the Agreement for the purposes of reg 2.06A of the Fair Work Regulations 2009 (Cth):

Signed:

(employee's signature)

Date:

Employee name in full:

(please print)

Employee address in full:

(please print)

Witnessed by:

(please sign)

Witness name in full: _____
(please print)
Witness address in full: _____
(please print) _____

SIGNED for and on behalf of the ANMF to be covered by the Agreement for the purposes of reg 2.06A of the Fair Work Regulations 2009 (Cth):

Signed: _____
(employee's signature)
Date: _____
Employee name in full: _____
(please print)
Employee address in full: _____
(please print)
Witnessed by: _____
(please sign)
Witness name in full: _____
(please print)
Witness address in full: _____
(please print) _____

SIGNED for and on behalf of the HWU to be covered by the Agreement for the purposes of reg 2.06A of the Fair Work Regulations 2009 (Cth):

Signed: _____
(employee's signature)
Date: _____
Employee name in full: _____
(please print)
Employee address in full: _____
(please print)
Witnessed by: _____
(please sign)
Witness name in full: _____
(please print)
Witness address in full: _____

(please print)

SIGNED for and on behalf of the ASU to be covered by the Agreement for the purposes of reg 2.06A of the Fair Work Regulations 2009 (Cth):

Signed:

(employee's signature)

Date:

Employee name in full:

(please print)

Employee address in full:

(please print)

Witnessed by:

(please sign)

Witness name in full:

(please print)

Witness address in full:

(please print)

SIGNED for and on behalf of the AWU to be covered by the Agreement for the purposes of reg 2.06A of the Fair Work Regulations 2009 (Cth):

Signed:

(employee's signature)

Date:

Employee name in full:

(please print)

Employee address in full:

(please print)

Witnessed by:

(please sign)

Witness name in full:

(please print)

Witness address in full:

(please print)

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2020/3595

Applicant:
Wintringham

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Leslie Butler, General Manager-People, Culture and Engagement have the authority given to me by Wintringham to give the following undertakings with respect to the Wintringham Collective Agreement 2020 ("the Agreement"):

1. During all relevant times while the Agreement is in force and effect Wintringham will apply the following comparative table , all employees employed as Lifestyle and Leisure (Recreation) classifications however titled and covered by the Agreement will be paid the minimum weekly wage rate under each of the following classifications in the Award as specified:

Agreement	Award
Grade 1	Level 2 (unqualified) – Aged Care Award
Grade 2	Level 4 (Cert III qualified) – Aged Care Award 2010
Grade 3	Level 5 (Cert IV qualified) – Aged Care Award 2010
Grade 4	Level 7 (degree qualified) - Aged Care Award 2010. Or, alternatively Health Professional Employee Level 1 - Health Professionals and Support Services Award 2020 (because the Aged Care Award does not contemplate a Degree qualification).
Coordinator Unqualified	Level 7 of the Aged Care Award 2010
Coordinator Qualified	Level 7 (degree qualified) – Aged Care Award Or, alternatively Health Professional Employee Level 3 - Health Professionals and Support Services Award 2020 (because the Aged Care Award does not contemplate a Degree qualification).

2. During all relevant times while the Agreement is in force and effect Wintringham will pay the following rates for Recreation Staff, Coordinator (Qualified) Year 1:

	2020	2021	2022	2023
1st Year	1398.1442	1429.6025	1461.7685	1494.6583

3. During all relevant times while the Agreement is in force and effect Wintringham will pay the following rates of pay for any employee employed as a Registered Nurse Grade 7 in the Wintringham Collective Agreement 2020.

2020	2021	2022	2023
2161.1633	2209.7895	2259.5097	2310.3487

4. During all relevant times while the Agreement is in force and effect Wintringham will pay a minimum of \$89 per week for any employee employed in accordance with clause 15.6.3.2 the Wintringham Collective Agreement 2020.
5. A - During all relevant times while the Agreement is in force and effect the words in clause 27.2.1 will be applied to provide for overtime in addition to rostered ordinary hours of any day / shift for full time employees.

B – During all relevant times while the Agreement is in force and effect the words in clause 15.3.3 will mean, ‘in addition to rostered ordinary hours of any day / shift for employees where time worked for ordinary rostered time, hours in excess of 10 hours in a day, 38 hours in a week, or 76 hours in a fortnight, the excess hours for part time and casual employees will be paid at the overtime rate’.

6. During all relevant times that the Agreement is in force and effect Wintringham will pay casual employees a 25% casual loading and any applicable shift penalty or overtime payments in accordance with the Award that would otherwise apply to that employee.
7. A - During all relevant times that the Agreement is in force and effect Wintringham will pay all employees that would otherwise be covered by provisions of the Social, Community, Home Care, and Disability Services Award 2010 sleepover payments in accordance with clause 25.7 of the Award.

B – Should Wintringham employ an employee who would otherwise be covered by the Social, Community, Home Care, and Disability Services Award 2010 to provide 24 hour care or work broken shifts the provisions of clause 25 of the Award will apply.

C - During all relevant times that the Agreement is in force and effect Wintringham will pay overtime rates for any employee that would otherwise be covered by the provisions of the Social, Community, Home Care, and Disability Services Award 2010 or the provisions of the Nurse Award 2010 that is required by Wintringham to work through a meal break or remain available to attend duty, for the period of the break.

D - During all relevant times that the Agreement is in force and effect Wintringham will provide all employees that would otherwise be covered by the provisions of the Social, Community, Home Care, and Disability Services Award 2010 a 20 minute rest break for every four hours of overtime worked and a free meal/meal allowance as per the Awards.

E - During all relevant times that the Agreement is in force and effect Wintringham will provide all employees that would otherwise be covered by the provisions of the Social,

Community, Home Care, and Disability Services Award 2010 with a 10 hour break between rostered shifts.

8. During all relevant times that the Agreement is in force and effect Wintringham will provide for minimum engagement of 3 hours for all casual Outreach Workers.
9. A - Wintringham does not currently employ any employees in the classifications of Corporate Service program Coordinators or Assistant / Deputy Program Coordinators. Wintringham currently has no intention of doing so during the life of the Agreement but if that does occur, clause 27.10 will be applied as if it did not contain any reference to these classifications.
10. See below updated allowances table, Schedule C of the agreement:

SCHEDULE TWO - ALLOWANCES

ENROLLED NURSES	2020	2021	2022	2023
Morning Shift Allowance	26.4781	27.0739	27.6831	28.3059
Afternoon Shift Allowance	26.4781	27.0739	27.6831	28.3059
Night Shift Allowance	52.9675	54.1593	55.3779	56.6239

REGISTERED NURSES	2020	2021	2022	2023
Morning Shift Allowance	28.4307	29.0704	29.7245	30.3933
Afternoon Shift Allowance	28.4307	29.0704	29.7245	30.3933
Night Shift Allowance	56.7824	58.0600	59.3663	60.7021

NON NURSING STAFF	2020	2021	2022	2023
Morning Shift Allowance	23.1147	23.6348	24.1666	24.7103
Afternoon Shift Allowance	23.1147	23.6348	24.1666	24.7103
Night Shift Allowance	46.7712	47.8236	48.8996	49.9998

ALL STAFF	2020	2021	2022	2023
Change of Shift	38.1145	38.9721	39.8490	40.7456
On Call (5pm to 9am)	51.6381	52.78	53.988	55.2027
On Call (9am to 5pm, Saturday, Sundays, Public Holidays)	51.6381	52.78	53.988	55.2027
Sleepover	105.7995	108.1800	110.6141	113.1029

	2020	2021	2022	2023
Meal Allowance				
After 1 hour OT	13.6115	13.9178	14.2309	14.5511
After 4 hrs OT	10.8689	11.1135	11.3635	11.6192
5 hrs on Weekend or RDO	13.6115	13.9178	14.2309	14.5511
9 hrs on Weekend or RDO	10.8689	11.1135	11.3635	11.6192

Motor Vehicle allowance and Kilometre reimbursement – as per RACV rates

Towing Allowance (applies to cars required to draw a trailer behind) -
\$0.42 per Kilometre

ALL STAFF

Leaders' Allowance – 10% of employee's normal rate of pay.

In Charge of Facility Allowance	2020	2021	2022	2023
	69.3667	70.9275	72.5234	74.1551

11. During all relevant times while the Agreement is in force and effect Wintringham will pay the following rates for employees employed as Outreach Workers Grade 5 Years 1 – 3:

	2020	2021	2022	2023
Year 1	1578.9100	1614.4355	1650.7603	1687.9024
Year 2	1612.7500	1649.0369	1686.1402	1724.0784
Year 3	1650.3900	1687.5238	1725.4931	1764.3167
Year 4	1687.5238	1725.4931	1764.3167	1804.0138
Year 5	1725.4931	1764.3167	1804.0138	1844.6041

12. During all relevant times that the Agreement is in force and effect Wintringham will pay Sunday penalty rates, for employees classified as Grade 4 and 5 Outreach Workers under the Agreement, in accordance with the provisions of the Social, Community, Home Care, and Disability Services Award 2010.
13. During all relevant times that the Agreement is in force and effect Wintringham will not employ any employees as a Registered Nurse Grade 2 Year 1 or Registered Nurse Grade 7. If at any stage throughout the life of the Agreement Wintringham does employ employees as a Registered Nurse Grade 2 Year 1 or Registered Nurse Grade 7, Wintringham will pay Sunday Penalty and Overtime to employees rates in accordance with the provisions of the Nurses Award 2010.

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



Signature

4 February 2021