

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 698 - reprint of award

BLUE CARE ENTERPRISE AWARD - STATE 2004

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Blue Care Enterprise Award - State 2004 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Blue Care Enterprise Award - State 2004 as at 1 January 2011.

Dated 1 March 2011.

[L.S.] G.D. Savill
Industrial Registrar

BLUE CARE ENTERPRISE AWARD - STATE 2004

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Blue Care Enterprise Award - State 2004.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 7 June 2004.

1.4 Coverage

This Award applies throughout the State of Queensland to all persons employed by The Uniting Church in Australia Property Trust (Q.) trading as Blue Care and who are engaged in the callings and classifications set out in this Award and who are employed in or in connection with the provision of accommodation for aged persons in a hostel, nursing home, retirement village, garden settlement or any other residential accommodation facility (including client's own residence); respite centre and short and long term respite and day respite care. This Award also applies where care is co-ordinated from a hostel or aged care facility as outlined above. This Award applies to contractors and/or subcontractors to the said establishments and their employees performing work to which this Award is ordinarily applicable.

1.5 Exemption from coverage of Award

1.5.1 This Award does not apply to:

- (a) persons who are in holy orders or volunteers;
- (b) nursing employees;
- (c) employees who provide personal care services in nursing homes;
- (d) the following categories of persons: site facility managers, managers and assistant or relief managers, employed in or in connection with the industries and/or operations associated with independent living units, serviced apartments and/or retirement villages;
- (e) employees covered by the Nurses Aged Care Award - State 2003 who shall be deemed to include employees who do not possess an Associate Diploma or higher qualification in diversional therapy or similar, and who develop and/or provide nursing and therapeutic activities for residents and whose work is immediately supervised by a registered nurse;
- (f) Qualified Recreational Officers who hold an Associate Diploma in recreation or leisure studies higher qualification; and
- (g) Unqualified Recreational Officers who, at the time of the making of this Award, held a position of recreational officer.

1.6 Relationship with other industrial instruments

Without limiting its scope, this enterprise Award supersedes the Award for Accommodation and Care Services Employees for Aged Persons - South Eastern Division; the Award for Accommodation and Care Services Employees for Aged Persons - State (excluding South-East Queensland) 2004; the Diversional Therapists Award - State 2003; the Disability Support Workers Award - State 2003; the Motor Drivers Award - Southern Division 2003, and the Private Hospitals and Nursing Homes Industry Award - State 2003 insofar as it relates to Blue Care and its employees who work in a nursing home.

1.7 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employer and upon the Unions and their members.

1.8 Definitions

- 1.8.1 "Accrued Day Off" means an employee's accumulated time off under the 38 hour week.
- 1.8.2 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.8.3 "Afternoon Shift" means a shift commencing at or after 2.00p.m. but before 6.00p.m. or where the majority of hours fall between 2.00p.m. and 6.00p.m.
- 1.8.4 "AQF" stands for Australian Qualification Framework.
- 1.8.5 "Blue Care Facility" means those facilities specified in clause 1.4 above other than a client's own residence.
- 1.8.6 "Business Day" means a day on which the major trading banks are open for ordinary business in Queensland excluding a Saturday, Sunday or public holiday.
- 1.8.7 "Casual Employee" means an employee who is regularly engaged as such on an hourly basis for less than 76 hours per fortnight.
- 1.8.8 "Commission" means the Queensland Industrial Relations Commission.
- 1.8.9 "Community" means any private residence where employees are required to deliver services.
- 1.8.10 "Continuous Shift Work" means work done by an employee where the ordinary hours of work are regularly rotated over all shifts covering a 24 hour per day operation over a 7 day week.
- 1.8.11 "Continuous Shift Worker" means an employee whose ordinary hours of work are regularly rotated over all shifts covering a 24 hour per day operation over a 7 day week.
- 1.8.12 "Cook" means an employee who is employed substantially in the cooking and/or preparing of food for consumption by clients and/or staff members but does not include employees whose involvement in food preparation is limited to the following activities:

- cooking eggs;
- making toast;
- preparing tea, coffee or similar drinks;
- preparing salads and other cold snacks for morning or afternoon teas.

1.8.13 "Coordinated Care Packages" refers to a program to deliver care in the community.

1.8.14 "Day Work" means where the ordinary hours of work are performed between the hours of 6.00a.m. and 6.00p.m.

1.8.15 "Full-time employee" means an employee engaged to work no less than 76 hours per fortnight.

1.8.16 "Handyperson" means a person who is not a tradesperson.

1.8.17 "Morning Shift" means a shift commencing at or after 6.00a.m. but before 2.00p.m.

1.8.18 "Night Shift" means a shift commencing after 6.00p.m. but before 6.00a.m. the following day or where the majority of hours fall between 6.00p.m. and 6.00a.m.

1.8.19 "Nursing Employees" means employees engaged in the callings and classifications set out in the Nurses Aged Care Award - State as at the commencement date of this enterprise Award.

1.8.20 "Parties" means the Parties bound by this Award as set out in clause 1.7.

1.8.21 "Part-time Employee" means an employee who is regularly engaged to work 16 or more rostered hours per fortnight but less than 76 hours per fortnight.

1.8.22 "Rostered Day Off" means a day where an employee is not rostered to work other than an Accrued Day Off.

1.8.23 "Shift Work" other than Continuous Shift Work means work done by an employee where the ordinary hours of work are regularly rostered across shifts where at least one shift is outside of the ordinary hours for Day Work which are 6.00a.m. to 6.00p.m.

1.8.24 "Shift Worker" other than Continuous Shift Worker means an employee whose ordinary hours are regularly rostered across shifts where at least one shift is outside of the ordinary hours for Day Work which are 6.00a.m. to 6.00p.m.

1.8.25 "Trainee" means an employee who bears the meaning of that term in the *Training and Employment Act 2000* and undertaking training contained in Part 4 of that Act.

1.8.26 "The Uniting Church in Australia Property Trust (Q.)" means the property trust constituted by the *Uniting Church in Australia Act 1977* (Qld).

1.8.27 "Unions" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees and The Australian Workers' Union of Employees, Queensland and "Union" will mean one of these 2 Unions.

1.8.28 "Workplace" means the facilities from which the day to day activities of the employee are co-ordinated which encompasses the coordination of work in both aged care and community setting.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between the employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settlement procedure

- 3.1.1 This process seeks to prevent and resolve disputes closest to the source of the problem as soon as possible, in a manner which is fair and acceptable, in terms of outcomes, for all Parties.
- 3.1.2 An employee who has any work related problem that they are unable to satisfactorily resolve should use the following process:
- (a) Discuss the problem with the employee's immediate team leader/supervisor.
 - (b) The team leader/supervisor will investigate and respond to the problem within 3 working days.
 - (c) If the problem cannot be satisfactorily resolved at this stage the matter will be referred by either party to the next level of management within 3 working days. If there is some exceptional reason why the problem cannot be discussed with the team leader/supervisor, the employee may proceed to have the problem dealt with under clause 3.1.2(c).
 - (d) If the problem cannot be satisfactorily resolved at this level it will be referred by either party to the regional human resource officer.
 - (e) If the problem cannot be satisfactorily resolved at this level within 3 working days, it will be referred to the human resource unit of the employer's head office who will liaise with the employee's Union if the employee is a member or, if the employee is not a member of one of the Unions, directly with the employee.
 - (f) If the problem is still not satisfactorily resolved it may then be referred to the Commission for conciliation and if necessary, arbitration.
- 3.1.3 While the dispute/grievance is being processed work will continue in accordance with the *status quo* that existed prior to the commencement of the dispute/grievance.
- 3.1.4 At all stages of this process team leaders/supervisors or managers will endeavour to treat the grievance as a matter of priority.
- 3.1.5 Nothing contained in this procedure will inhibit the branch secretary of one of the Unions or the human resource unit of the employer's head office from becoming involved in the resolution of this dispute at any stage if such action be conducive to achieving any early resolution of the dispute/grievance or if the dispute/grievance has implications more far reaching than the immediate issue.
- 3.1.6 Disputes that involve an imminent risk to health or safety are exempted from clause 3.1.3.
- 3.1.7 Should a dispute or difficulty arise over the interpretation or implementation of this Award and the dispute or difficulty is unable to be resolved by the Parties, through direct negotiations between them, it is open to any party to seek the assistance of the Commission in resolving the dispute or difficulty through conciliation and, if necessary, arbitration.
- 3.1.8 Where the grievance involves allegations of a personal, sexual harassment or other sensitive nature an employee may commence the procedure at clause 3.1.2(d).

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Employment categories

- 4.1.1 Employees covered by this Award will be advised in writing of their employment category upon appointment. Employment categories are:
- (a) Full-time;
 - (b) Part-time (as prescribed in clause 4.2); and
 - (c) Casual (as prescribed in clause 4.3).
- 4.1.2 Except in the case of casual employees and in the absence of any agreement in writing to the contrary, the engagement will be a fortnightly one.

4.2 Part-time employees

- 4.2.1 Part-time Employee means an employee who is regularly engaged to work 16 or more rostered hours per

fortnight but less than 76 hours per fortnight.

- (a) The hourly rate of pay for Part-time Employees will be ascertained by dividing the appropriate weekly rate by 38.
- (b) Part-time Employees will receive a minimum payment of 3 hours per engagement.
- (c) Part-time Employees will be entitled to *pro rata* holiday pay, sick leave, long service leave, allowances and all public holidays on which the employee would otherwise have worked.
- (d) Any hours made available through emergent vacancies such as sick leave, annual leave, natural attrition or other such arrangements will be first offered to Part-time Employees where practicable.

4.3 Casual employment

- 4.3.1 (a) Casual Employees are to be paid an additional 23% loading on the weekly rate.
- (b) Casual Employees are to receive a minimum payment as for 2 hours work in respect of each engagement in the community and 3 hours in respect of each engagement in a Blue Care Facility.
- (c) Casual Employees will be paid *pro rata* allowances.

4.4 Incidental and peripheral tasks

- 4.4.1 The employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training provided that such duties are not designed to promote de-skilling.

The employer may direct an employee to carry out duties and use such equipment and tools as may be required, provided that the employee has been properly trained in the use of such equipment and tools.

- 4.4.2 The assignment of incidental or peripheral tasks to an employee or a class of employees will:

- (a) be consistent with the efficient performance of the employee's main task or functions;
- (b) be subject to the employee having skills or competence to perform the initial tasks;
- (c) be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.5 Anti-discrimination

- 4.5.1 It is the intention of the Parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended or replaced from time to time, which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

- 4.5.2 Accordingly, in fulfilling their obligations under the grievance and dispute settlement procedure in clause 3.1, the Parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

- 4.5.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- 4.5.4 Nothing in clause 4.5 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.6 Termination of employment

4.6.1 Statement of employment

The employer will, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.6.2 Termination by employer

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

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

(b) In addition to the notice in clause 4.6.2(a), employees 45 years old or over at the time of giving of notice and who have completed not less than 2 years continuous service with the employer will be entitled to an additional week's notice.

(c) Payment in lieu of notice will be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including, for example, allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

(e) The period of notice in clause 4.6.2(a) will not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual employees, or employees engaged by the hour or day, or employees engaged for a specific period of time or for a specific task or tasks.

(f) In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof described by clause 7.1 will not be deemed to be notice for the purpose of termination of employment.

4.6.3 Notice of termination by employee

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.6.2(d).

4.6.4 Time off during notice period

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

4.6.5 Payment on termination of employment

In the case of dismissal of an employee or of an employee leaving the services of the employer, after the prescribed period of notice has been given, the employee will be paid all wages due within 3 days after the employment stops.

4.7 Introduction of changes

4.7.1 Employer's duty to notify

(a) Where the employer has made a decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer will notify the employees

who may be affected by the proposed changes and their Union.

- (b) "Significant effects" includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where this Award makes provision for alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.

4.7.2 *Employer's duty to consult over change*

- (a) The employer will consult with the employees affected and their Union, *inter alia*, about the introduction of the changes referred to, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and measures to avoid or minimise the effects of such changes on employees (for example, by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision to make the changes referred to in clause 4.7.1.
- (c) For the purpose of such consultation, the employer will provide in writing to the employees concerned and their Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees:

Provided that the employer will not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.8 **Redundancy**

4.8.1 *Consultation before terminations*

- (a) Where the employer has made a decision that the employer no longer wishes the job an employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer will consult with the employee directly affected and, where relevant, their Union.
- (b) The consultation will take place as soon as it is practicable after the employer has made a decision which will invoke clause 4.8.1, and will cover, *inter alia*, the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer will, as soon as practicable, provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that the employer will not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.8.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to other duties for reasons set out in clause 4.8.1, the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to, pursuant to clause 4.6.2, if their employment had been terminated.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amount the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amount must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including, for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.8.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of this Award, transmitted from the employer (the "transmittor") to another employer (the "transmittee") and an employee, who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
- (i) the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor will be deemed to be service of the employee with the transmittee.
- (b) "Business" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

4.8.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.8.1, the employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.8.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.8.1 the employer will notify Centrelink thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.8.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.6.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.8.1 will be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (Weeks' Pay)
Less than 1 year	nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and up to the completion of 5 years	8 weeks' pay
5 years and up to the completion of 6 years	9 weeks' pay
6 years and up to the completion of 7 years	10 weeks' pay
7 years and up to the completion of 8 years	11 weeks' pay
8 years and up to the completion of 9 years	12 weeks' pay
9 years and up to the completion of 10 years	13 weeks' pay
10 years and up to the completion of 11 years	14 weeks' pay
11 years and up to the completion of 12 years	15 weeks' pay
12 years and over	16 weeks' pay

- (b) "Weeks' pay" means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

4.8.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee

in a redundancy situation; and

- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

4.8.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.8.1 may terminate such employment during the period of notice specified in clause 4.6.2 and, if so, will be entitled to the same benefits and payments under clause 4.8 had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee will not be entitled to payment in lieu of notice.

4.8.9 *Alternative employment*

The employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

4.8.10 *Employees with less than one year's service*

Clause 4.8 does not apply to employees with less than one year's continuous service and the general obligation on the employer will be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.8.11 *Employees exempted*

Clause 4.8 does not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee;
- (b) to employees engaged for a specific period of time or for a specific task or tasks; or
- (c) to Casual Employees.

4.8.12 *Employers exempted*

- (a) Subject to an order of the Commission in a particular redundancy case, clause 4.8 will not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A "company" shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common director or common directors or a common shareholder or common shareholders with another company or companies.

4.8.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.8.6 are not applicable where a business is transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) 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 transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend 4.8.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.8.14 Incapacity to pay

The employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification structure

See Schedule 1.

5.2 Wages

Employees will be classified in accordance with the classification structure (Schedule 1) and will be paid in accordance with the wage rates contained in Schedule 2.

5.3 Relieving at a higher grade

Where any person on any one day relieves at a higher grade to which a differential rate fixed by this Award is applicable, such person, if employed for more than 4 hours on the grade carrying the higher rate, will be paid in respect of the whole time during which the employee works on that day at the same rate, which will be at the highest rate fixed by the Award in respect of any such grade of work, and if employed for 4 hours or less on the grade carrying a higher rate, the employee will be paid at such higher rate for 4 hours.

5.4 Payment of wages

5.4.1 Except as hereinafter provided, wages will be paid no later than 2 business days after the completion of the fortnight to which they relate and any employee who is not paid within the time specified will be deemed to be working during the time they are kept waiting:

Provided that clause 5.4.1 will not apply under circumstances beyond the control of the employer.

5.4.2 Where the method of payment of wages is by cash, the employer may decide to pay such wages by electronic funds transfer, provided that the employees have reasonable geographical access and are able to draw the equivalent of their wages on their regular pay day.

5.5 Allowances

5.5.1 Uniform allowance

- (a) If an employee is directed to wear a uniform by the employer, uniforms of good quality are to be provided free of charge to employees who are required to wear uniforms or, in lieu thereof, a flat allowance of \$8.04 per fortnight or *pro rata* will be paid. *Pro rata* will be on the basis of the number of engagements an employee undertakes in any one fortnight, given that the maximum number of engagements in any one fortnight is 10.
- (b) The employer will not be required to pay uniform allowance on any hours of work as defined in clause 6.4 nor clause 5.5.4.
- (c) Uniforms will be laundered at the expense of the employer or a flat allowance of \$3.70 per fortnight or *pro rata* will be paid. *Pro rata* will be on the basis of the number of engagements an employee undertakes in any one fortnight, given that the maximum number of engagements in any one fortnight is 10. In the event of it becoming necessary to wear protective equipment, such protective clothing will be provided by the employer free of charge.
- (d) Employees who are required to perform work which results in their clothing becoming wet will be supplied with protective clothing such as waterproof aprons or overalls.
- (e) Employees whilst regularly working in the kitchen will be provided with aprons, which will be maintained in a clean condition by the employer.
- (f) Employees who are required to perform work which results in the boots of such employees becoming wet will be supplied with protective clothing such as rubber waterproof boots.

5.5.2 Allowance for afternoon and night work

- (a) In addition to the rates of pay prescribed by Schedule 2, employees whilst engaged on afternoon shift and

night shift, as defined, will be paid an additional penalty rate for each such shift as follows:

Afternoon Shift	12.5% or \$9.70 (whichever is the greatest)
Night Shift	15% or \$9.70 (whichever is the greatest)

In the event that a shift does not have a majority of hours falling in either category as defined in clause 1.8, then the shift will be paid on the basis of when the shift commenced.

- (b) This allowance does not apply to shift work performed on Saturday or Sunday or public holidays where extra payments apply for such work.

5.5.3 *Extra payment for weekend work*

All time worked by any employee, not being overtime within the meaning of clause 6.4 between midnight Friday and midnight Sunday will be paid at the rate of ordinary time plus the additional percentage of the employee's ordinary time rate as follows:

Midnight Friday to midnight Saturday	50% - Time and a-half
Midnight Saturday to midnight Sunday	75% - Time and three quarters

5.5.4 *On-call*

- (a) The provisions of clause 5.5.4 apply to employees who have a written instruction and are rostered to be on-call at their private residence, or at any other mutually agreed place.
- (b) An employee who has received a written direction to be rostered to be on-call will receive an additional amount as follows:
- (i) \$17.77 for each 24 hour period or part thereof when the on-call period is between the finish of a shift and the commencement of the next shift within 24 hours;
 - (ii) \$28.92 for each 24 hour period or part thereof when the on-call period is when the employee is on an accrued rostered day off duty or public holiday.
- (c) Payment will be calculated by reference to that allowance specified in clause 5.5.4(b), applicable to the calendar day on which the major portion of the on-call period falls.
- (d) If an employee rostered to be on-call is required to work, such work will be remunerated at the appropriate overtime rate, in addition to the rates prescribed in clause 5.5.4(b)(i) and 5.5.4(b)(ii). A minimum payment of 2 hours at the appropriate overtime rate will be paid, provided that, except in the case of unforeseen circumstances arising, the employee will not be required to work for 2 hours if the work for which the employee was required and any associated duty is completed within a shorter period. Entitlement to such remuneration commences from the time the employee starts work.
- (e) The minimum engagement as stated in clause 5.5.4(d) will not apply to employees in the Community area where one hour minimum will be payable.
- (f) An employee who is required to work will be provided with transport to and from their home or will be refunded the cost of such transport provided that where an employee is required to work within one hour before commencing normal duty and the employee remains at work, the employee will only be provided with transport from their home to the work place, or will be refunded the cost of such transport.
- (g) An employee placed on-call is required to be contactable at a number provided by the employee during the hours having been placed on-call. Notwithstanding the above the employer will make all reasonable attempts to provide electronic or other devices by which the employee could be contacted as an alternative to being stationed at an agreed place.

5.5.5 *Vehicle allowance*

- (a) Where an employee is required to use the employee's own motor vehicle in the conduct of the employer's operations, the employee will be paid 40 cents per kilometre in respect of the actual distance so travelled by the vehicle.
- (b) The employer will take all reasonable steps to ensure that where practicable all organisational vehicles available at a work site will be utilised for the delivery of services by all staff with appropriate licensing.

5.5.6 *Sleepover allowance*

- (a) Where an employee is required to sleep overnight on the employer's premises or other premises as directed

by the employer an allowance of \$45.67 will be paid in respect of each such instance in addition to any other payments. All board and lodgings will be provided free of charge to an employee in respect of each such instance.

- (b) A sleepover period is not to exceed 10 hours.
- (c) An employee required to sleepover will be provided with at least 4 hours work or payment therefore for each instance. Such work will be performed immediately before or immediately after the sleepover period.
- (d) In the event of an employee sleeping over as provided in clause 5.5.6 being required to perform work during the sleepover period, the employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where the disturbances are of a short duration, the collective total can be added to form the minimum one hour. Where such work exceeds one hour, the payment will be made at the prescribed overtime rate for the duration of the work.

5.5.7 *Heavy rigid class drivers' licence allowance*

Where the employer requires an employee to hold a "HR" class drivers' licence, the employee will be paid, in addition to the rates of pay prescribed by Schedule 2, an allowance of \$37.40 per fortnight.

5.5.8 *Foul linen allowance*

(a) Laundry employees who are:

- required to collect and/or wrap foul linen from residents' rooms;
- required to sort foul linen at the laundry; or
- in charge of washing machines in which foul linen is cold-rinsed and boiled while still in a foul condition;

will be paid an allowance of \$8.10 per fortnight in addition to the wages prescribed by Schedule 2.

(b) All other employees who handle linen of a foul nature other than linen bagged or packed in containers will be paid \$0.77 per day or part thereof in addition to the wages prescribed by Schedule 2.

5.6 Superannuation

5.6.1 In addition to the rates of pay of this Award, all employees employed under this Award will be entitled to occupational superannuation provisions as prescribed in the superannuation guarantee legislation.

5.6.2 The approved superannuation funds are as follows:

- Uniting Church Superannuation Fund;
- Hesta Super Fund; and
- SunSuper.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

6.1 Hours of work

6.1.1 *Ordinary hours of work*

- (a) The ordinary hours of work of an employee may be worked as Continuous Shift Work, Shift Work or Day Work as defined in clause 1.8.
- (b) Notwithstanding clause 6.1.1(a) where there is mutual agreement between the employer and all employees in a particular work group, facility or section the span of hours for Day Work may be altered whilst maintaining a 12 hour span of hours.
- (c) In the event of clause 6.1.1(b), the employer, or its nominated delegate, must provide written notice to the Unions of its intention to negotiate the span of hours with employees of a particular work group, facility or section. This notification will take place regardless of whether or not there are Union members present in the work group, facility or section.
- (d) In relation to clause 6.1.1(c) the employer or its nominated delegate will give written advice to the Unions as to the outcome of negotiations.
- (e) Except as hereinafter provided, the ordinary hours of work will be an average of 76 hours in any fortnight. Subject to agreement between the employer and employees other alternative methods of working the 38 hour

week can be implemented. Days off are to be granted on consecutive days where practicable.

- (f) Subject to clause 6.1.2, an employee's roster may provide for any one of the following combinations of days free from rostered work each fortnight:
 - (i) 2 periods comprising 2 days each; or
 - (ii) 3 consecutive days and one stand-alone day; or
 - (iii) one period of 4 consecutive days.
- (g) Provided there are significant reasons to do so the employees and the employer may agree to implement the 38 hour week for individual employees, groups or sections of employees concerned on any of the following bases:
 - (i) by rostering employees off on various days of the week during a particular work cycle so that each employee has one work day off during that cycle; or
 - (ii) employees working more or less than 8 ordinary hours on one or more days in each work cycle; or
 - (iii) by fixing one or more days on which all employees will be off during a particular work cycle.
- (h) The ordinary hours of work will not exceed 8 hours on any day but may be varied by mutual agreement between the employer and employee up to a maximum of 10 hours on any one day.
- (i) Subject to agreement, the starting and finishing times may be altered to accommodate the client's needs where such changes are necessary and beyond the employer's control.
- (j) A roster setting out the employee's days off duty and starting and finishing times on such days will be displayed in a place conveniently accessible to employees at least 7 days before the commencement of each fortnight, provided that the days off may be changed by mutual consent at any time.
- (k) Where shifts of 10 hours per day are rostered for work, employees working such hours will not be rostered for work on more than 4 consecutive 10 hour days without a break of at least 3 days off.

6.1.2 *Rural and isolated special arrangements*

- (a) In situations where people with disabilities are being assisted in rural or isolated communities, locales or situations, by agreement in writing, part-time employees may be rostered to work up to 12 days out of each 14 day cycle.
- (b) In specific situations where isolation, distance and other hardships prevail, and subject to an agreement in writing between the employer and employee, other alternative arrangements may be entered into.
- (c) Notwithstanding the above should a workplace be located in a rural and isolated community, clause 6.1.2 will apply when the employee is undertaking work in a community removed from the workplace.

6.1.3 *10 hour break between duty periods*

- (a) Employees will be allowed a break of not less than 10 hours between the termination of one duty period and the commencement of another duty period, provided that, in lieu thereof, such break will not be less than 8 hours in any of the following circumstances:
 - (i) to permit changes of duty rosters;
 - (ii) in any other case agreed upon by the employee and the employer.
- (b) Where agreement has been reached between the employer and the employee to reduce the 10 hour break between duty periods to an 8 hour continuous break, due consideration will be given to recognise that fatigue prevention must be, at all times, paramount to ensure that standards of resident care are not reduced nor are the principal priorities associated with care affected.

6.1.4 *Broken shifts*

Broken shifts will only be worked by agreement between the employer and the employee. When such a shift is rostered a maximum of 10 hours only will be worked. For work performed in the Community, one period of the broken shift will be a minimum of 2 hours. For work performed in a Blue Care Facility both portions of the broken shift will be a minimum of 2 hours. In both situations only one break between shift portions exclusive of meal times will be worked within a spread of 12 hours. For all broken shifts an allowance of 20% will be paid on the second portion of the shift. Where broken shift allowances and afternoon and night shift allowances are both applicable whichever is greater will be paid.

6.2 **Meal times**

- 6.2.1 All employees who are rostered to work more than 6 hours will be allowed not less than 30 minutes or more than one hour to be taken between the 4th and 6th hour after commencing work for a meal break, which time will not be paid for.
- 6.2.2 Notwithstanding clause 6.2.1 where there is agreement between the employer and the employee a meal break may be taken between the 3rd and 6th hour instead of the 4th and 6th hour. This agreement must be made in writing in advance of the shift being undertaken.
- 6.2.3 All work directed by the employer to be performed during the ordinary meal break in a Blue Care Facility will be paid for at the rate of double time, and the rate of double time will continue to be paid until the meal break is taken and for which meal break no deduction of pay will be made.
- 6.2.4 Notwithstanding the above provisions of clause 6.2, where an employee is working in the Community or on an outing with a client and is directed to have their meal break with that client then ordinary time will be paid for the duration of the meal break.
- 6.2.5 *Crib break*
- (a) Where an employee on duty in a Blue Care Facility is directed to remain on and not allowed to leave the premises an amount of \$6.33 will be paid.
- (b) In addition to the allowance in clause 6.2.5(a) any time actually worked during such time will attract the appropriate overtime rate as described in clause 6.4.
- (c) Clause 6.2.5 does not apply to employees undertaking sleepover or work in the Community.

6.3 Rest pauses

- 6.3.1 All employees will be entitled to a rest pause of 10 minutes' duration in the employer's time during each period of work of more than 3 hours but less than 4 hours. Such rest pauses are to be taken at such times as will not interfere with continuity of work where continuity is necessary.
- 6.3.2 Notwithstanding clause 6.3.1, at the employer's discretion (having regard to the employees' health and welfare, as well as taking into account peak periods of workload) rest periods can be combined to provide for one rest pause of 20 minutes in the first part of the working day.

6.4 Overtime

- 6.4.1 All time worked outside of or in excess of the rostered working hours will be deemed to be overtime and, except in the case of Shift Workers and Continuous Shift Workers, will be paid for at the rate of time and a half for the first 3 hours on any one day and double time thereafter. All overtime worked by Shift Workers will be paid for at the rate of double time.
- 6.4.2 Notwithstanding clause 6.4.1, where there is agreement between the employer and employee, Casual and Part-time Employees may elect to complete additional hours at ordinary time rates:
- Provided that clause 6.4.2 will not exclude overtime payments in the event that an employee works more than 8 hours (or 10 hours by agreement) in a day or 76 hours per fortnight.
- 6.4.3 If the employee has commenced a shift in accordance with the roster and the hours for that shift period are altered by the direction of the employer, then overtime would apply, except as stated in the case of clause 6.4.2 where by agreement the rostered hours may be changed.
- 6.4.4 Where an employee is called upon to work more than one hour before their ordinary commencing or after their ordinary ceasing time, the employee will be supplied with a meal by the employer or will be paid in lieu \$12.10 thereof, and will be allowed one half hour in the employer's time for such meal.
- 6.4.5 When an employee has provided themselves with customary meals because of receipt of notice of intention to work overtime, they will be entitled to an allowance of \$12.10 for each meal so provided in the event of the work not being performed or ceasing before the respective meal times.
- 6.4.6 Employees, other than Shift Workers and Continuous Shift Workers, required to work on the first day off will be paid at one and a half times the ordinary rate for the first 3 hours and double time thereafter with a minimum payment of 3 hours.
- 6.4.7 Employees, other than Shift Workers and Continuous Shift Workers, required to work on the second day off will be paid at the rate of double time with a minimum payment of 3 hours.

- 6.4.8 Double time will be paid for all overtime worked on a Sunday or during a meal period.
- 6.4.9 An employee who works so much overtime between the termination of their ordinary work on the one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times will, subject to clause 6.4.9, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee will be paid double rates until they are released from duty for such period, and will then be entitled to be absent until the employee has had 10 consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.
- 6.4.10 The provisions of clause 6.4.9 will apply in the case of Shift Workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
- (a) for the purpose of changing shift rosters; or
 - (b) where a Shift Worker or Continuous Shift Worker does not report for duty; or
 - (c) where a shift is worked by arrangement between the employees themselves.
- 6.4.11 Notwithstanding the provisions of clause 6.4, an employee may agree with the employer to take paid time off in lieu of overtime provided:
- (a) the agreement must be in writing;
 - (b) the amount of time off must be calculated at the appropriate overtime rate;
 - (c) accumulated time off must be taken at a time to be agreed between the employer and the employee or within 3 months from the date of accrual; and
 - (d) untaken accrued overtime which has not expired is to be paid out on termination of employment at the appropriate overtime rate.
- 6.4.12 In the sole discretion of the employer, an employee may be granted paid time off in lieu of overtime notwithstanding that such overtime has not been worked by the employee provided:
- (a) the employee is to earn the time off by working authorised overtime within 4 weeks of the time off being taken; and
 - (b) if the employee has not worked the necessary overtime within such 4 week period then the employer may deduct the balance owing from the employee's pay.

6.5 Recall

- 6.5.1 The following provisions apply to employees who are not rostered to be on-call, but who are recalled to work.
- (a) an employee who is recalled to work will be paid at the appropriate overtime rate, with a minimum of 3 hours, provided that time spent travelling to and from the place of duty will be deemed to be time worked provided that where an employee is recalled within 3 hours of rostered commencement time, and the employee remains at work, only time spent travelling to work will be included with actual time worked for the purpose of overtime payment;
 - (b) except in the case of unforeseen circumstances arising, an employee who is recalled to duty will not be obliged to remain at work for 3 hours if the work for which the employee was recalled and any associated duty is completed within a shorter period;
 - (c) if an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport provided that where an employee is recalled to work within 3 hours before commencing normal duty and the employee remains at work, the employee will only be provided with transport from their home to their place of work or will be refunded the cost of such transport.

6.6 Excursion

- 6.6.1 Where an employee is asked by the employer to accompany a client on an excursion outside of their normal working hours and for a period of more than 24 hours, the following arrangements will apply:
- (a) any arrangement is on a voluntary basis;

- (b) no employee will be required to participate in an excursion unless by agreement with the employee;
- (c) by agreement between the employee and employer and/or client, the employee may receive a flat rate of \$195.80 per day, which will be in lieu of all other Award entitlements;
- (d) all reasonable expenses will be reimbursed either by the client or the employer provided the employee produces such evidence of expenditure as may reasonably be required;
- (e) for any gazetted public holiday falling on a day in which an employee is on an excursion, the employee will be given time off in lieu.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Entitlement

- (a) Every employee (other than a Casual Employee) will at the end of each year of employment be entitled to annual leave on full pay of not less than 152 hours of leave:

Provided that an employee who is a Continuous Shift Worker will be entitled to an additional period of paid annual leave as prescribed by clause 7.1.1(b).

- (b) 12 months on Continuous Shift Work

If a Continuous Shift Worker has worked at least 20 rostered shifts on each of the 3 types of shift (i.e. morning, afternoon and night shifts as defined in clause 1.8) during a 12 month period from the anniversary date of their employment and has made themselves available for rostering on all of the 3 types of shift by the employer over such period or since such date, such employee will be entitled to an additional 38 hours paid annual leave for each 12 month period in which an employee has so worked.

- (c) The mere availability for Continuous Shift Work does not entitle an employee to additional annual leave.

- (d) Non-continuous shift work

Where an employee has worked on only one or 2 of such types of shift during the period of 12 months referred to such an employee will not be regarded as a Continuous Shift Worker for the purposes of clause 7.1.1(b).

- (a) Less than 12 months Continuous Shift Work completed

An employee who is not a Continuous Shift Worker in terms of clause 7.1.1(b) but has worked as a Continuous Shift Worker for a portion of the 12 months prior to taking annual leave or who having worked as a Continuous Shift Worker resigns before the completion of 12 months service, will be entitled to additional annual leave on a *pro rata* basis in respect of the period of work performed as a Continuous Shift Worker, provided that the following minimum number of each of the 3 types of shift have been worked:

- (i) up to and including 3 months service, no entitlement;
- (ii) from 3 months and up to but not including 6 months service - 5 of each shift to be worked;
- (iii) from 6 months and up to but not including 9 months service - 10 of each shift to be worked;
- (iv) from 9 months and up to but not including 12 months service - 15 of each shift to be worked.

- (f) Part-time Employee entitlement after 12 months Continuous Shift Work

A Part-time Employee will be entitled to additional leave on a *pro rata* basis on the same conditions as apply to Full-time Employees subject to the employee working that number of each of the 3 types of shift which is proportionate to the total number of shifts to be worked by a Full-time Employee to become entitled to the additional leave.

[For example, an employee employed for 24 hours per week who has worked all 3 types of shift over the 12 months qualifies for additional leave if at least 12 of each type of shift has been worked (20 x 24/38).]

- (g) Part-time Employee entitlement if less than 12 months Continuous Shift Work completed

A Part-time Employee who is deemed to be a Continuous Shift Worker for less than 12 months in terms of clause 7.1.1(e) will accrue additional annual leave on a *pro rata* basis:

Provided that *pro rata* of the minimum of each shift as prescribed in clause 7.1.1(e) has been worked.

[For example, an employee employed for 24 hours per week who resigns after 7 months' service qualifies for additional leave if at least 6 of each type of shift has been worked (10 x 24/38).]

- (h) Such annual holiday will be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.2) will be paid for by the employer in advance:
 - (i) in the case of any and every employee in receipt immediately prior to that holiday of ordinary pay at a rate in excess of the ordinary rate payable under this Award, at the excess rate; and
 - (ii) in every other case, at the ordinary rate payable to the employee concerned immediately prior to that holiday under this Award.
- (i) If the employment of an employee who has become entitled to annual leave is terminated by the employer or the employee, and the employee has not taken the whole of that leave, the employee is presumed to have taken the leave or, as the case may be, the remainder of the leave on and from the date of the termination of the employment and the employer is to forthwith pay to the employee (in addition to all other sums due to the employee) the employee's ordinary pay for the period of leave or, as the case may be, the remainder of the leave and for all public holidays that would occur during that period.
- (j) If the employment of any employee is terminated before the expiration of a full year of employment, such employee will be paid, in addition to all other amounts due an amount equal to 1/9th of such employee's pay for the period of the employment in the case of a Continuous Shift Worker, and 1/12th of such employee's pay for the period of employment in all other cases calculated in accordance with clause 7.1.2.
- (k) Where an employee is proceeding to annual leave of more than one week's duration, a leave notification form must be completed 4 weeks prior to the commencement of their annual leave. The annual leave notification will have a payment request stating whether payment is to occur prior to annual leave or during the normal pay periods.
- (l) Should no notification of annual leave requesting prior payment be received within the time frame stated in clause 7.1.1(k) then the employer will pay annual leave in accordance with the normal pay period cycles.

7.1.2 Calculation of annual leave pay

In respect to annual leave entitlements to which clause 7.1 applies, annual holiday pay (including any proportionate payments) will be calculated as follows:

- (a) Shift Workers - Subject to clause 7.1.2(b) the rate of wage to be paid to a Shift Worker will be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) All employees - Subject to the provisions of clause 7.1.2(c), in no case will the payment by the employer to an employee be less than the sum of the following amounts:
 - (i) the employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and weekend penalty rates); and
 - (ii) a further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.2(b)(i).
- (c) The provisions of clause 7.1.2(b) will not apply to the following:
 - (i) Any period or periods of annual leave exceeding:
 - 190 hours of leave in the case of Continuous Shift Work; or
 - 152 hours of leave in any other case.
 - (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.3 One month's notice of the commencement of annual leave will be given to the employee:

Provided that such notice period may be varied by agreement between the employer and employee.

7.1.4 Except as provided in this Award, it will not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

7.1.5 Employees may take annual leave in single day amounts up to a maximum of 5 such days in any one calendar year by agreement between the employee and their respective supervisor.

7.1.6 Sick leave whilst on annual leave

With respect to an employee who is eligible for sick leave and who produces a satisfactory medical certificate to the effect that the employee has been incapacitated for a period of at least 5 continuous paid leave days while on annual leave, the employer will re-credit such employee with an equivalent period of annual leave provided that no such re-crediting will be granted to an employee immediately prior to resignation or termination of services.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every Full-time Employee (other than a Casual Employee) will become entitled to 76 hours paid sick leave for each completed year of the employee's employment with the employer.
- (b) Part-time Employees (other than Casual Employees) will be entitled to paid sick leave within each year of employment in the same proportion as their completed ordinary worked hours bear to full-time hours.
- (c) For any completed period of employment of less than one year with the employer, an employee will become entitled to one day sick leave for each 6 weeks of such period.

7.2.2 Evidence supporting a claim

Every employee absent from work through illness on the production of a certificate from a duly qualified medical practitioner specifying the nature of the employee's illness and the period or approximate period during which the employee will be unable to work, or on other evidence of illness to the satisfaction of the employer at any time (e.g. duly completed statutory declaration), will, subject as herein provided, be entitled to payment in full for all time the employee is so absent from work:

Provided that it will not be necessary for an employee to produce a doctor's certificate if the employee's absence from work on account of illness does not exceed 2 days.

7.2.3 Accumulation of sick leave

Sick leave will be cumulative, but unless the employer and the employee otherwise agree, no employee will be entitled to receive, and the employer will not be bound to make, payment for more than 13 weeks absence from work in any one year.

7.2.4 Continuity of service

- (a) The continuity of employment of an employee with the employer for sick leave accumulation purposes will be deemed to be not broken by any of the following:
 - (i) absence from work on leave granted by the employer;
 - (ii) the employee having been dismissed or stood down by the employer, or the employee having terminated employment with the employer, for any period not exceeding 3 months:

Provided that the employee has been re-employed by the employer.

- (b) The period during which the employment of the employee with the employer has been interrupted or determined in any of the circumstances mentioned in clause 7.2.4(a) will not be taken into account in calculating the period of employment of the employee with the employer.

7.3 Procedure for monitoring sick leave usage

7.3.1 The Parties recognise that absenteeism constitutes a significant industrial relations issue and cost overhead and in this Award recognise that the Parties will collaborate on reducing its incidence, and agree to a range of procedures to examine trends and causes. As one measure only, the Parties agree to implement the following procedure:

- (a) The Parties recognise that sick leave is unlike annual or long service leave in that sick leave is conditional upon an employee being ill or injured to the point of being unfit for duty.
- (b) It is an insurance to protect the employee and family against hardship should the employee be unable to continue in the employee's normal occupation when injured or ill.
- (c) This procedure is designed to equitably scrutinise sick leave usage by employees and to identify employees who have a proven pattern of recurring absences, and to implement a system of counselling.
- (d) At the end of each 3 monthly period the employer will review attendance of employees' records who have

been absent from work for more than 3 days on sick leave.

- (e) The employer will then have the matter examined in the following manner:
- (i) check the pattern of leave;
 - (ii) check the past history of absences to see if this pattern is unusual for the employee;
 - (iii) check with the employee's supervisor regarding knowledge of the employee's personal problems or situation at the time the employee was absent, or if the supervisor believes it to be a genuine absence for injury or sickness;
 - (iv) the results of the above checks should be recorded for future information;
 - (v) if the results of the 2 consecutive periods show possible unsatisfactory attendance and reasons for absence, then the following actions should be taken subject to notification to the employee's Union.
- (f) The employer will formally notify the employee of a forthcoming interview between the employer, in the presence of the employee's supervisor and notify the employee that they may have a Union representative present if they so request. The employee will be afforded full opportunity to explain the absences and to examine the evidence against the employee. If the discussion in respect to absences does not provide satisfactory reason for the absences, then a letter is to be sent to the employee, stating management's assessment and the evidence of illness (such as a certificate or other evidence to the satisfaction of the employer) will be required in order for the employee to be entitled to payment for the time they are absent from work. The employee will be entitled to have their explanation filed.
- (g) If a similar pattern is observed in the next period, the employee is again interviewed (as in clause 7.3(f)), and if the interview results give unsatisfactory reasons again, then a second letter is to be sent to the employee, also indicating that proof of illness may be required for any absence during the next 6 months.
- (h) If the above action still results in further substantiated unsatisfactory attendance at work then the employee may face termination of employment.
- (i) The above procedure does not limit the employer's right to dismiss or discipline an employee with a proven pattern of recurring absences or sick leave, nor does it limit the Union's right to seek redress through the Commission for any employee so disciplined or dismissed.
- (j) The Parties recognise that the above procedure must be implemented on a fair and equitable basis having regard to the need to promote co-operation and industrial harmony in the workplace.

7.4 Long service leave

7.4.1 Entitlement

- (a) All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.
- (b) Employees are entitled to the enhanced entitlements for long service leave as detailed below.

7.4.2 Enhanced entitlement

- (a) For all continuous service after 1 July 1997 an employee who completes 10 years continuous service will be entitled to long service leave at the rate of 1.3 weeks on full salary for each year of continuous service and a proportionate amount for an incomplete year of service.
- (b) For service prior to 1 July 1997, long service leave entitlement will be as prescribed by the Act except that an employee will be entitled to take such leave after 10 years of service and as hereafter provided.
- (c) In the event that long service leave as contained in the Act is varied by the Commission the employer agrees to vary such long service leave entitlement in line with such decision where the overall entitlement is superior to that contained in this Award.
- (d) If the Parties are not able to agree if the new provisions as described in clause 7.4.2(c) are superior to that contained in this Award then the Parties reserve the right to seek the assistance of the Commission in determining the matter in line with clause 3.1 of this Award.
- (e) Where an employee is proceeding on leave of more than 2 weeks duration, a leave notification form must be completed 4 weeks prior to the commencement of their leave. The leave notification will have a payment request stating whether payment is to occur prior to leave or during the normal pay periods.
- (f) Should no notification of leave requesting prior payment be received within the time frame stated in clause 7.4.2(e) then the employer will pay leave in accordance with the normal pay period cycles.

7.5 Family leave

The provisions of the Family Leave Award 2003 apply to and are deemed to form part of this Award.

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award 2003;
- (b) a copy of the Family Leave Award 2003 is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award 2003 also provides for the terms and conditions of leave associated with:

- (a) maternity leave;
- (b) parental leave;
- (c) adoption leave;
- (d) special responsibility leave for the care and support of the employee's immediate family or household.

7.5.3 *Paid maternity leave*

(a) For an employee taking maternity leave, the employer will:

- (i) provide 6 weeks paid maternity leave at the employee's base rate of pay at the time of confinement;
- (ii) allow a further 46 weeks unpaid extended maternity leave, subject to the approval of the employee's manager provided that such approval will not be unreasonably withheld; and
- (iii) provide the employee with the same position that employee held prior to taking leave or a job of similar status and pay to that previous position when the employee returns from leave.

(b) Employees wishing to take maternity leave will:

- (i) provide their manager with a letter at least 10 weeks before the date of confinement, confirming the expected date of confinement. An appropriate doctor's certificate is to be included;
- (ii) provide their manager with a letter at least 4 weeks before taking leave confirming the expected date of commencing maternity leave;
- (iii) provide their manager with a letter advising of their intention to return to work at least 4 weeks before the end of their maternity leave.

7.5.4 *Paid paternity leave*

(a) For an employee taking paternity leave, the employer will:

- (i) provide 6 weeks paid paternity leave at the employee's base rate of pay as per Schedule 2 at the time of confinement;
- (ii) allow a further 46 weeks unpaid extended paternity leave, subject to the approval of the employee's manager provided that such approval will not be unreasonably withheld; and
- (iii) provide the employee with the same position that employee held prior to taking leave or a job of similar status and pay to that previous position when the employee returns from leave.

(b) Employees wishing to take paternity leave will:

- (i) provide their manager with a letter at least 10 weeks before, notifying the expected date of confinement and the dates they propose to start and finish their 6 weeks paid leave. An appropriate doctor's certificate is to be included; and
- (ii) provide their manager with a letter advising of their intention to return to work at least 4 weeks before the end of their extended paternity leave, if approved.

7.5.5 *Adoption leave*

(a) Adoption leave is applicable to adopted children less than 5 years of age. For an employee taking adoption leave, the employer will:

- (i) allow an initial period of 6 weeks paid short adoption leave at the employee's base rate of pay as per Schedule 2, at the time the child is placed in the employee's care, as long as the employee is the primary care giver;
- (ii) allow the employee a further period of up to 46 weeks unpaid adoption leave from the time that employee starts taking care of the child, as long as the employee is the primary care giver; and
- (iii) provide the employee with the same position that employee held prior to taking leave or a job of similar status and pay to that previous position when the employee returns from leave.

(b) Employees wishing to take adoption leave will:

- (i) provide their manager with a letter from an adoption agency or other appropriate authority advising of the expected date of placement of the child in their custody;
- (ii) provide their manager with a letter at least 10 weeks before, or as soon as practicable, confirming the date they will be starting their leave; and
- (iii) provide their manager with a letter advising of their intention to return to work at least 4 weeks before the end of their adoption leave.

7.6 Bereavement leave

7.6.1 Full-time and Part-time Employees

Full-time and Part-time Employees will, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave will be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.6.2 Long-term Casual Employees

- (a) A long-term Casual Employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term Casual Employee" is a Casual Employee engaged by the employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.6.2.

7.6.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse), of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild, mother-in-law, father-in-law, or sibling of the employee or spouse of the employee.

7.7 Public holidays

7.7.1 Subject to clause 7.7.7 all work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.7.2 *Labour day*

All employees covered by this Award are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition, a payment for the time actually worked by the employee at one and a half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

7.7.3 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the industrial gazette on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district will be paid for at the rate of double time and a-half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes:

Provided that where the show period is of more than one day's duration the employees may agree with the employer to choose another day during the show period in lieu of the day so appointed, in which case the provisions of this paragraph will apply to the day so chosen.

7.7.4 *Double time and a-half*

For the purposes of clause 7.7, where the rate of wages is a weekly rate, "double time and a-half" means one and a half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

7.7.5 *Stand down*

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, will be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

7.7.6 *Notice of requirement to work*

If it is required that any employee work on any of the holidays provided in clause 7.7, the employer will give not less than one clear day's notice of such requirements to the employee.

7.7.7 *Substitution*

Where there is agreement between the majority of employees in the enterprise or section or sections involved, and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.7:

Provided that, where an employee is subsequently required to work on such substituted day, the employee will be paid the rate applicable for the holiday that has been substituted.

All indigenous Australian employees will, in substitution for a public holiday specified within clause 7.7, be entitled to the National Aboriginal Day of Celebration as a public holiday without loss of pay on the day it is celebrated in the state in which the employee is employed:

Provided that by mutual agreement in lieu of this day being taken as a substituted public holiday it may be taken as an annual leave day or may be taken out of accumulated time in lieu accrual.

7.7.8 *If no work is required by employer to be performed*

All Full-time Employees will be entitled to be paid their ordinary rostered hours for each public holiday mentioned in clause 7.7.1 which falls on a day regularly worked by the employees concerned irrespective of the fact that no work may be required of them by the employer on such day.

7.7.9 *Annual leave impact*

Should any public holiday occur during the period of an employee's annual leave, there will be added to the employee's annual leave an extra day for each such day so occurring.

7.7.10 *Accrued Day Off*

If any of the holidays mentioned in clause 7.7.1 fall on an employee's Accrued Day Off, such employee will receive another day off as the case may be in lieu thereof, or one day will be added to the employee's annual leave or alternatively, one or 2 days wages, at ordinary rates will be paid in addition to the weekly wage.

7.7.11 Part-time Employees

- (a) A Part-time Employee who would, as part of their usual roster, have been rostered to work on a day of the week on which a public holiday falls, and who is not required to work on that day, will be paid for the hours which would otherwise have been worked on that day.
- (b) A Part-time Employee who would, as part of their usual roster, not have been rostered to work on a day of the week on which a public holiday falls, will not be entitled to any payment under clause 7.7.11.

7.7.12 Casual Employees

Casual Employees required to work on public holidays will be paid in accordance with clause 7.7.1 and casual loading will apply to the ordinary hours only.

7.8 Jury service

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

8.1 Fares and Travelling

- (a) Any employee directed by the employer to work at a city or town other than their usual place of employment will be allowed first class rail fares including sleeper when necessary. The employee will also be granted a refund of reasonable and necessary expenses actually incurred upon production of evidence of such expenditure.
- (b) Any employee transferred from one centre to another will be granted fares and expenses in accordance with this clause 8.1(b) whilst travelling to their new centre.

PART 9 - TRAINING AND RELATED MATTERS

9.1 There are no provisions inserted in this Award relevant to this part.

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

10.1 There are no provisions inserted in this Award relevant to this part.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

11.1 Right of Entry

11.1.1 *Authorised industrial officer*

- (a) An "authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

11.1.2 *Entry Procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

11.2 Time and wages record

11.2.1 The employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;

- (b) the employer's full name;
- (c) the name of the Award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) if appropriate, the date when the employee ceased employment with the employer; and
- (e) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records will be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 Union Encouragement

11.3.1 The employer recognises the Unions' legitimate role to represent employees.

11.3.2 On commencement of employment the employer will make each new employee aware of their:

- relevant Union;
- Award classification; and
- where a copy of this Award is located for viewing.

11.3.3 The employer will make payroll deductions available to employees upon request and appropriate payment authorities forms being completed by the employee.

11.4 Award Posting

A true copy of this Award will be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by employees.

SCHEDULE 1 - CLASSIFICATION STRUCTURE

1.1 Progression

1.1.1 *Movement within classification levels*

- (a) Progression between paypoints within a level will occur by:
 - (i) Full-time Employees will progress between paypoints within a level when they have been employed at a particular rate of pay within a level for a period of 1976 hours;
 - (ii) Part-time Employees must complete:

- 800 hours of services; and
- 12 months service;

from the commencement of their employment or from the date of their previous increment before being eligible for their next increment.

1.1.2 Employees in Level 1 will progress to Level 2 subject to clause 1.2 of Schedule 1.

1.1.3 Progress from Level 2 and beyond will only occur should the employee be offered a position which is aligned to that level or if the position is reclassified.

1.2 Skills Based Assessment

1.2.1 Notwithstanding clause 1.1 of Schedule 1, no employee will be entitled to receive annual salary payment/wage movement by virtue of this Award if they have not obtained the necessary skill level and have undergone a formal counselling process and it has been deemed that their performance was not satisfactory.

1.2.2 Once the formal counselling or the skill level has concluded with the employee reaching the skill level, the employee will progress to the next paypoint.

1.3 Classification structure

The following classification structure will have application to employees who are in a position at one of the employer's work sites where the constitutional coverage is by the Unions.

LEVEL 1

An employee at level one performs routine duties of a manual nature, exercising minimal judgement and performs simple, repetitive tasks. Work will be directly supervised but the employee may have discretion within procedures regarding the method of completing the task/duty.

An employee at this level may be receiving on or off the job training or may have received appropriate training.

Indicative tasks/skills of this level may include but not limited to:

- (i) cleaning, tidying and general assistant of kitchen food preparation, customer service areas, including the cleaning of equipment, crockery and general utensils;
- (ii) general grounds duties;
- (iii) assembly and preparation of ingredients for cooking;
- (iv) handling, storing and distributing goods, including pantry items and linen;
- (v) setting and/or wiping down tables, removing food plates, emptying ashtrays and picking up glasses;
- (vi) assisting employees who are cooking;
- (vii) general cleaning duties;
- (viii) providing general assistance to employees of a higher grade but not including cooking and by performing simple/repetitive tasks to clients;
- (ix) laundry and/or linen duties which may include minor repairs to linen or clothing such as buttons, zips, seams, and working with flat materials;
- (x) the collection and/or delivery of guests personal dry-cleaning and laundry, linen and associated materials to and from accommodation areas;
- (xi) works under continuous supervision while assisting clients with participation in programs;
- (xii) "persons not otherwise provided for" will mean any employee for which no specific classification exists in this Award and who has had more than three months service with the employer.

LEVEL 2

An employee at this level may work independently under limited supervision and may be responsible for the supervision of other employees at lower levels. Tasks performed may require some theoretical knowledge and motor

skills and work base communication skills. An employee at this level performs above and beyond the skills of Level 1.

The employee may possess a Certificate III in Community Services (Aged Care Work) provided that an employee who possesses such a Certificate or equivalent qualification and has more than 12 months experience in the provision of personal care services will be appointed at Level 3.

Indicative tasks/skills of this level in addition to Level 1 may include but not limited to:

- (i) receiving, storing and distributing goods;
- (ii) servicing accommodation areas and cleaning thereof;
- (iii) tray service to clients rooms;
- (iv) general receipting of money;
- (v) basic keyboard skills;
- (vi) operate mobile lifting equipment and performing general maintenance on such equipment;
- (vii) security duties;
- (viii) driving a passenger vehicle or courtesy bus;
- (ix) performing activities with clients;
- (x) providing butler service, basic food and beverage services with personalised guest services;
- (xi) assisting in dry-cleaning process;
- (xii) cleaning duties using specialised equipment and chemicals;
- (xiii) works under limited supervision while assisting clients with participation in programs;
- (xiv) Handyman duties including the performance of routine repair work and maintenance in and about the employer's and/or clients premises and other general duties such as pool, garden etc.;
- (xv) grounds duties using specialised equipment and fertilisers;
- (xvi) preparing and/or cooking a limited range of basic food items such as breakfasts, grill snacks, preparing salads, and preparing meals in a community setting;
- (xvii) provision of personal care services;
- (xviii) conduct general diversional therapy programs for groups and individuals.

LEVEL 3

An employee at this level is undertaking training or has the required skills equivalent to a Certificate III in Community Services (Aged Care Work) to enable the duties of the position to be carried out.

An employee at this level may work independently but under limited supervision and perform tasks which require applied theoretical knowledge, and motor skills and functional work base verbal and written communication skills. The employee could be responsible for the completion of the whole task within the prescribed standards.

Indicative tasks/skills of this level may include but not limited to:

- (i) undertaking general cooking duties, including a la carte cooking, baking, pastry cooking;
- (ii) undertaking general waiting duties of both food and/or beverages, including cleaning of kitchen equipment;
- (iii) receiving, storing and distributing goods;
- (iv) assisting in the training, co-ordination and supervision of employees of lower grades;
- (v) major repair in linen and/or clothing including basic tailoring and major alterations and refitting;

- (vi) dry-cleaning;
- (vii) handyman duties including the performance of repair work which requires some prior experience and be trade related, although trade qualifications are not required at this level;
- (viii) providing butler services; basic food and beverage services with personalised client services;
- (ix) has a knowledge of health and safety in relation to tasks performed;
- (x) provision of personal care services consistent with the qualification provided by an AQF Certificate III in Community Services (Aged Care Work);
- (xi) coordinate, organise and conduct diversional therapy programs for groups and individuals.

LEVEL 4

An employee at this level requires skills and formal qualifications equivalent to a trade certificate in the field to enable the duties of the position to be carried out. An employee at Level 4 would undertake duties of a higher level than Level 3 and be responsible for the supervision of lower level staff.

Level 4 will mean an employee who is primarily engaged in one or more of the following:

- (i) solely responsible for other cooks and other kitchen employees in a single kitchen establishment where no other trade qualified cooks are employed;
- (ii) supervising, training and coordinating food and beverage staff including maintenance of service and operational standards, preparation of operational reports and staff rostering;
- (iii) general or specialised cooking duties including the training and supervision of other cooks and kitchen staff and relieving other employees on their rostered days off when on annual or other leave;
- (iv) supervising, training and coordinating the work of employees engaged in the housekeeping area;
- (v) plan diversional therapy programs for groups and individuals and provide diversional therapy services consistent with the qualification of an AQF Certificate IV in aged care and/or diversional therapy.

LEVEL 5

An employee appointed as such who has gained the skills or qualifications equivalent to an AQF Certificate IV and is able to exercise the skills and knowledge of that study.

Employee required to supervise others.

Level 5 will mean an employee who is primarily engaged in one or more of the following:

- (i) who is accountable for the work area output;
- (ii) works from complex instructions and procedures;
- (iii) understands and applies quality control techniques to the point of being accountable and responsible for output and/or work area;
- (iv) plans training and assists in the provision of training and support;
- (v) chief cook;
- (vi) exercises high levels of communication and analytical skills.

LEVEL 6

An employee who works beyond an employee at Level 5 and is accountable and responsible for workplace output and understands the employer's entire operation.

Level 6 will mean an employee who is primarily engaged in one or more of the following:

- (i) oversee development and review program area;
- (ii) plan, develop and implement workplace documentation;

(iii) identify and cater for complex needs of clients, volunteers and other employees;

(iv) plan, develop and co-ordinate program area.

SCHEDULE 2 - WAGES

LEVEL	Paypoint	Hourly \$	Weekly \$	Yearly \$	Casual Hourly \$
1	1	16.311	619.80	32,229	20.0620
	2	16.619	631.50	32,837	20.4405
2	1	16.9295	643.30	33,451	20.8225
	2	17.2375	655.00	34,059	21.2015
	3	17.548	666.80	34,673	21.5835
3	1	17.548	666.80	34,673	21.5835
	2	17.856	678.50	35,281	21.9620
	3	18.1635	690.20	35,890	22.3405
4	1	18.1635	690.20	35,890	22.3405
	2	18.474	702.00	36,503	22.7225
	3	18.782	713.70	37,112	23.1015
5	1	18.782	713.70	37,112	23.1015
	2	19.0925	725.50	37,725	23.4835
	3	19.4005	737.20	38,334	23.8620
6	1	19.4005	737.20	38,334	23.8620
	2	19.7085	748.90	38,942	24.2405
	3	20.019	760.70	39,556	24.6225

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

Junior Rates	% of relevant adult rate
Under 18 years of age	65
18 and under 19 years of age	75

Junior rates will be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

Any junior employee required to perform the work of a Head Cook or other cook will be paid adult rates prescribed for such employees.

Dated 7 June 2004.

By the Commission,
[L.S.] G.D. SAVILL,
Acting Industrial Registrar.

Operative Date: 7 June 2004
New Award - Blue Care Enterprise Award - State 2004
Released: 16 June 2004