

JANE FRANKLIN HALL

JANE FRANKLIN HALL ENTERPRISE AGREEMENT 2024

CONTENTS

PART 1 - GENERAL	4
1 TITLE.....	4
2 PARTIES	4
3 COVERAGE	4
4 DATE AND PERIOD OF OPERATION	4
5 ACCESS TO AGREEMENT	4
6 EFFECT OF THIS AGREEMENT.....	4
7 DEFINITIONS.....	5
PART 2- FLEXIBILITY ARRANGEMENTS	6
8 FLEXIBILITY CLAUSE.....	6
9 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS	7
PART 3 – TYPES OF EMPLOYMENT AND CLASSIFICATIONS	9
10 CONTRACT OF EMPLOYMENT	9
11 TYPES OF EMPLOYMENT	10
12 CLASSIFICATIONS.....	11
PART 4 – HOURS OF WORK AND RELATED MATTERS	11
13 HOURS OF WORK.....	11
14 ROSTERING	12
15 BREAKS	13
16 MAKE UP TIME	13
PART 4 - WAGES AND ALLOWANCES	14
17 MINIMUM RATES OF PAY	14
18 SALARY INCREASES	14
19 PAYMENT OF WAGES	15
20 SENIOR RESIDENT AND SUMMER SENIOR RESIDENT SHIFT PAYMENTS.....	16
21 RECALL TO WORK PAYMENTS.....	16
22 HIGHER DUTIES PAYMENTS.....	18
23 PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE).....	18
24 ALLOWANCES AND REIMBURSEMENTS.....	18
25 SUPERANNUATION	20
PART 5 – OVERTIME AND PENALTY RATES	21
26 OVERTIME	21
27 PENALTY RATES AND WEEKEND WORK.....	24

PART 6- LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS.....	24
28 ANNUAL LEAVE	24
29 PERSONAL LEAVE.....	28
30 COMPASSIONATE LEAVE	29
31 PARENTAL LEAVE AND RELATED ENTITLEMENTS	30
32 COMMUNITY SERVICE LEAVE	30
33 FAMILY AND DOMESTIC VIOLENCE	32
34 PUBLIC HOLIDAYS	33
35 LONG SERVICE LEAVE	34
36 CEREMONIAL LEAVE	35
37 CHRISTMAS LEAVE.....	35
PART 7 – CONSULTATION AND DISPUTE RESOLUTION	35
38 CONSULTATION ABOUT MAJOR WORKPLACE CHANGE	35
39 DISPUTE RESOLUTION PROCEDURE.....	37
PART 8 - TERMINATION OF EMPLOYMENT AND REDUNDANCY.....	38
40 TERMINATION OF EMPLOYMENT.....	38
41 REDUNDANCY.....	39
PART 9 – OTHER MATTERS.....	41
42 UNION DELEGATES	41
43 JOINT CONSULTATIVE COMMITTEE.....	43
SIGNATURES.....	44
SCHEDULE A – RATES OF PAY AND ALLOWANCES.....	45
SCHEDULE B – CLASSIFICATIONS FOR ALL EMPLOYEES	48
LEVEL 1	48
LEVEL 2	49
LEVEL 3	51
LEVEL 4	54

PART 1- GENERAL

1 TITLE

This Agreement shall be known as the Jane Franklin Hall Enterprise Agreement 2024 ('the **Agreement**').

2 PARTIES

The parties to this Agreement are:

- a) Jane Franklin Hall ('the **Employer**' or '**JFH**');
- b) Employees of the Employer referred to in clause 3 - Coverage of this Agreement ('**Employees**');
and
- c) United Workers Union.

3 COVERAGE

This Agreement covers:

- a) JFH; and
- b) Employees of JFH performing work of a nature described in Schedule B – Classifications, in one or more of the Employer's operations In Tasmania.

This Agreement does not cover or apply to:

- a) The Principal, Dean of Students, Dean of Academic Staff, Registrar, Facilities Manager, Advancement Manager, Marketing and Communications Specialist, Accountant and Catering Manager; or
- b) Any other position where the nature of the work is not prescribed in Schedule B - Classifications.

4 DATE AND PERIOD OF OPERATION

- a) This Agreement will come into operation seven (7) days after the Fair Work Commission approves the Agreement.
- b) The nominal expiry date is 30 December 2027.
- c) This Agreement will continue to apply after the nominal expiry date until it is replaced or terminated in accordance with the requirements of the Act.

5 ACCESS TO AGREEMENT

Copies of this Agreement will be available in the JFH kitchen and all staff areas, or by contacting the JFH Administration Office.

6 EFFECT OF THIS AGREEMENT

- a) This Agreement applies to the exclusion of any other enterprise agreement or modern award (other than where there is a specific reference to an award term within this Agreement) and any

other modern award, registered industrial instrument (however named or described) and/or unregistered industrial agreement that applies to Employees covered by this Agreement.

- b) This Agreement is not intended to exclude any part of the NES or to provide an entitlement which is detrimental to an Employee's entitlement under the NES. For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an Employee covered by the Agreement.

7 DEFINITIONS

Unless otherwise indicated, the following words and terms used in this Agreement have the meaning

Act means the *Fair Work Act 2009* (Cth)

Agreement means this Agreement, the Jane Franklin Hall Enterprise Agreement 2024.

Casual Employee means an Employee who has an offer of employment with no firm advance commitment to continuing and indefinite work, or a regular and systematic pattern of work.

Day Worker means an Administration, Catering or Facilities Employee whose ordinary hours are worked between the hours of 7.00am and 7.00pm, Monday to Friday.

Emergency means any sudden, unplanned or unprecedented event that:

- a) endangers Employees, students or visitors to JFH; or
- b) presents as a medical or mental health emergency requiring first responders to attend JFH; or
- c) causes damage to JFH's property that requires an immediate response to contain, repair and/or clean up the damage; or
- d) disrupts JFH's operations and the delivery of services to students.

Examples of emergencies include but are not limited to fire, flooding, pandemics, natural disasters, bomb threats, explosions or violence.

Employee means, without limiting the generality of this expression:

- a) An Employee who is employed in general clerical, administrative or operational positions (**Administration classification**);
- b) An Employee who is employed to drive the JFH buses (**Bus Driver classification**);
- c) An Employee who is employed to undertake cleaning of the JFH premises (**Cleaner classification**);
- d) An Employee who is employed to maintain the buildings, plant and equipment, to prepare and maintain the JFH grounds (**Grounds and Maintenance classification**);
- e) An Employee who is employed to perform kitchen, cooking, catering and dining hall work (**Catering classification**);
- f) An Employee who works as a Senior Resident (**Senior Resident classification**);
- g) An Employee who works as a Summer Senior Resident (**Summer Senior Resident classification**); or
- h) An Employee who provides tutoring or academic mentoring to students who live on site with their studies (**Academic Mentor and Tutor classification**).

Employer means Jane Franklin Hall.

Evening Shift means a shift that commences after 7.00pm and before midnight, Monday to Friday.

Facilities Employee means the collective classifications of Bus Drivers, Cleaners and Grounds and Maintenance Employees.

Full-time Employee means an Employee engaged to work an average of 38 ordinary hours per week.

FWC means the Fair Work Commission.

Immediate family of an Employee under the NES means:

- a) a Spouse, De facto partner, child, stepchild, parent including parent-in-law and step parent, grandparent, grandchild or sibling of the Employee; or
- b) a child, stepchild, parent including parent-in-law and step parent, grandparent, grandchild or sibling of a Spouse or De facto partner of the Employee.

Long Service Leave Act means the *Long Service Leave Act 1976* (Tas).

Morning Shift means a shift that commences from midnight and before 7.00am, Monday to Friday.

NES means the National Employment Standards.

Ordinary hourly rate means the hourly rate for an Employee's classification as specified in Schedule A - Rates of Pay and Allowances of this Agreement.

Part-time Employee means an Employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.

Jane Franklin Hall or JFH has the same meaning as 'Employer'.

Shift Worker except for the purposes of annual leave, means an Employee who regularly works outside the ordinary span of hours as defined.

Show Day means the public holiday for Hobart show day when it is observed on an Employee's ordinary working day, other than a Saturday or a Sunday.

Spouse includes a former Spouse.

PART 2- FLEXIBILITY ARRANGEMENTS

8 FLEXIBILITY CLAUSE

- a) JFH and an individual Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (i) The arrangement deals with one or more of the following matters:
 - A. Arrangements about when work is performed;
 - B. Overtime rates;
 - C. Penalty rates;
 - D. Allowances; and
 - E. Leave loading.
 - (ii) The arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in clause 8(a)(i) above;

- (iii) The arrangement is genuinely agreed to by the Employer and Employee without coercion or duress; and
 - (iv) The arrangement is only entered into after the Employee has commenced employment with the Employer.
- b) The Employee may consult with a representative of their choice prior to agreeing to an individual flexibility arrangement.
- c) The Employer must ensure that the terms of the individual flexibility arrangement:
- (i) Are about permitted matters under section 172 of the Act; and
 - (ii) Are not unlawful terms under section 194 of the Act;
 - (iii) Is about matters that would be permitted matters if the individual flexibility arrangement was an enterprise agreement and must not include a term that would be an unlawful term if the individual flexibility arrangement were an enterprise agreement; and
 - (iv) Result in the Employee being better off overall than the Employee would be if no arrangement had been agreed to.
- d) The Employer must ensure that the individual flexibility arrangement:
- (i) Is in writing; and
 - (ii) Includes the name of the Employer and Employee; and
 - (iii) Is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (iv) Includes details of:
 - A. The terms of the enterprise agreement that will be varied by the arrangement;
 - B. How the arrangement will vary the effect of the Agreement terms;
 - C. How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - D. States the day on which the arrangement commences.
- e) The Employer must give the Employee a written copy of the individual flexibility arrangement within 14 days after it is agreed to.
- f) The Employer or Employee may terminate the individual flexibility arrangement:
- (i) by giving not less than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Employer and Employee agree in writing - at any time.
- g) The right to make an individual flexibility arrangement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the Employer and an individual Employee contained in any other term of this Agreement.

9 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

- a) Flexible working arrangements is a matter provided for in the NES under section 65-66 of the Act. Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

- b) This clause provides additional information to the NES provisions.
- c) Examples of flexible working arrangements include changes to hours of work, patterns of work and locations of work.

9.1 Employees Entitlement to Request Flexible Working Arrangements

- a) Full time and Part time Employees can request flexible working arrangements if they have worked with the Employer for at least 12 months and they:
 - (i) are the parent, or have the responsibility for the care, of a child who is school aged or younger;
 - (ii) are the carer under the *Carer Recognition Act 2010*;
 - (iii) have a disability;
 - (iv) are 55 or older;
 - (v) are pregnant;
 - (vi) are experiencing family and domestic violence; or
 - (vii) prove care or support to an immediate family of household member who is experiencing family and domestic violence.
- b) Casual Employees can request flexible working arrangements if:
 - (i) they meet one of the above criteria in clause 9.1(a) above; and
 - (ii) they have been working with the Employer regularly and systematically for at least 12 months; and
 - (iii) there is a reasonable expectation of continuing work with the Employer on a regular and systematic basis.
- c) Requests for flexible working arrangements must:
 - (i) be in writing;
 - (ii) explain what changes are being asked for; and
 - (iii) explain the reasons for the requested change.

9.2 Responding to the Employee's Request

- a) Before responding to a request under clause 9.1, the Employer will genuinely consider the request and how the change in working arrangements can be accommodated. the Employer will discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:
 - (i) the needs of the Employee arising from their circumstances;
 - (ii) the consequences for the Employee if changes in working arrangements are not made; and
 - (iii) any reasonable business grounds for refusing the request.
- b) The Employer will give the Employee a written response to their request within 21 days, stating whether the request has been granted or refused.

9.3 Written Response if the Request is Refused

- a) This clause applies if the Employer refuses the request and has not reached an agreement with the Employee under clause 9.2.
- b) If the Employer and Employee could not agree on a change in working arrangements under this clause, then the Employer must provide a written response that:
 - (i) includes details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply;
 - (ii) states whether or not there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances; and
 - (iii) if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

9.4 Written Response when a Different Change in Working Arrangements is Agreed

If the Employer and the Employee reached an agreement under clause 9.2 on a change in working arrangements that differs from that initially requested by the Employee, then the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

9.5 Dispute Resolution

Disputes about whether the Employer has discussed the request with the Employee and responded to the request in the way required by clause 9, can be dealt with under clause 39 — Dispute Resolution.

PART 3 – TYPES OF EMPLOYMENT AND CLASSIFICATIONS

10 CONTRACT OF EMPLOYMENT

10.1 Terms of Employment

- a) All Employees shall have a written contract of employment stating:
 - (i) Their classification;
 - (ii) Their rate of pay; and
 - (iii) Their type of employment.
- b) The Employer shall provide a separate job description upon engagement.

10.2 Probationary Employment

- a) The Employer may initially engage a Full-time or Part-time Employee for a period of probationary employment for the purpose of determining the Employee's suitability for ongoing employment.
- b) During the probationary period the Employer will assess an Employee's suitability for the position in accordance with the relevant policy.
- c) Probationary employment forms part of an Employee's period of continuous service for all purposes of this Agreement.

- d) An Employee's probation period will be a maximum of 6 months.
- e) During the period of an Employee's probation, the Employer or the Employee may terminate the employment by giving one weeks' notice in writing.
- f) Payment in lieu, of a notice period, may be made by the Employer, this can be in full or in part. For Employees on probation the notice period is described at paragraph (e).
- g) The notice period set out in paragraph (e) does not apply in respect to an Employee whose employment is terminated based on serious misconduct.

11 TYPES OF EMPLOYMENT

11.1 Types of Employment

- a) An Employee may be engaged by the Employer as a:
 - (i) Full time Employee;
 - (ii) Part time Employee; or
 - (iii) Casual Employee.

11.2 Full-time Employees

- a) The ordinary hours of a Full time Employee are an average of 38 per week.
- b) The number of ordinary hours worked per week by a Full time Employee may be averaged over a period of up to four weeks, or over an agreed roster period.

11.3 Part-time Employees

- a) A Part time Employee is one who is engaged to work less than 38 hours per week and who has reasonably predictable hours of work.
- b) The terms of this Agreement shall apply pro rata to Part time Employees based on the ordinary weekly hours for Full time Employees in the Employee's classification.
- c) Before commencing employment, the Employer and Employee will agree in writing on:
 - (i) A regular pattern of work including the average number of hours to be worked each week; and
 - (ii) The days of the week the Employee will work and the starting and finishing times each day.
- d) The agreed regular pattern of work does not necessarily have to provide the same guaranteed number of hours each week.
- e) The agreement made pursuant to paragraph (c) may subsequently be varied by agreement between the Employer and Employee in writing. Any such agreement may be ongoing or for a specified period of time.
- f) Agreed variations to a Part time Employee's hours of work are paid at the Employee's base hourly rate. All other additional hours are paid at the applicable overtime rate.

11.4 Casual Employees

- a) A Casual Employee is one who is engaged and paid as such, and the Employer makes no firm advance commitment that work will continue indefinitely within an agreed pattern of work.

- b) A Casual Employee shall be paid at the same hourly rate as would be received by a Full time Employee working the same period under this Agreement, plus an additional 25% loading in lieu of annual leave, holidays with pay and personal leave up to 38 hours per week.

11.5 Minimum payments for Part time and Casual Employees

Part time and Casual Employees will be paid for the following minimum number of hours, at the appropriate rate, for each period of work:

- a) **Administration, Facilities and Catering Employees** – 3 hours
- b) **Academic Mentors and Tutors** – 2 hours
- c) **Senior Residents and Summer Senior Residents** no minimum engagement as Senior Residents and Summer Senior Residents are paid for a 'shift period' in accordance with clause 13.3.

11.6 Right to Request Casual Conversion

Casual conversion will be in accordance with the NES.

12 CLASSIFICATIONS

- a) The Employer must classify an Employee covered by this Agreement in accordance with Schedule B – Classifications.
- b) The minimum rates applicable to the classifications in this Agreement are in clause 17– Minimum Rates of Pay.
- c) The classification by the Employer must be based on the characteristics that the Employer requires the Employee to have, and skills that the Employer requires the Employee to exercise, in order to carry out the principal functions of the employment.
- d) Employers must notify Employees in writing of their classification and any change to it.

PART 4 – HOURS OF WORK AND RELATED MATTERS

13 HOURS OF WORK

13.1 Ordinary Hours of Work

- a) The ordinary hours of work for Administration, Facilities and Catering Employees will be between 7.00am and 7.00pm, Monday to Friday.
- b) The maximum number of ordinary hours that can be worked by an Employee, exclusive of meal break times is:
 - (i) 38 hours a week; or
 - (ii) 38 hours a week averaged over 2 weeks (76 hours); or
 - (iii) 38 hours a week averaged over 4 weeks (152 hours).
- c) For Administration Employees, the ordinary hours as described in paragraph (b) can be worked up to a maximum of 10 hours per shift by agreement between the Employee and JFH, provided that time worked beyond that specified in paragraph (b) will be paid as overtime.

- d) For Facilities and Catering Employees, the ordinary hours as described in paragraph (b) are to be worked in shifts not exceeding 10 hours, but can be increased to shifts of up to 12 hours by agreement between the Employee and JFH, provided that time worked beyond that specified in paragraph (b) will be paid as overtime.

13.2 Altering ordinary hours of work

- a) Ordinary hours for Administration, Facilities and Catering Employees may be moved up to one hour forward or one hour back by agreement between the Employer and either:
 - (i) The majority of Employees within the workplace;
 - (ii) The majority of Employees within a classification of the workplace;
 - (iii) The majority of Employees within a discreet work area; or
 - (iv) An individual Employee.
- b) Different agreements may be reached with the majority of Employees in different work areas of the workplace, or with different individual Employees.

13.3 Senior Residents and Summer Senior Residents

- a) The definition of a 'shift period' for the purpose of this Agreement is where Senior Residents and Summer Senior Residents share on-call shift responsibilities as part of a rotating roster. Each shift period is for one night, and requires the Senior Resident/Summer Senior Resident to be available for work between the hours of:
 - (i) Sunday and Thursday - between 5.30pm to 9.00am; and
 - (ii) Friday, Saturday and public holidays - from 5.30pm of the rostered night to 5.30pm the next day.
- b) The maximum period of time a Senior Resident/Summer Senior Resident will be available for work during any 24 hour period on a weekday or weekend will be 8 hours, and 5 and a half hours on a public holiday.
- c) The ordinary hours of work for Senior Residents/Summer Senior Residents will be no more than 152 ordinary hours in any 4 consecutive weeks, and may be worked Monday to Sunday as part of a rotating roster.

13.4 Academic Mentors and Tutors

- a) The ordinary hours of work for Academic Mentors and Tutors are 38 hours per week in accordance with the NES.
- b) Academic Mentors and Tutors are able to schedule their work at any reasonable time to suit the requirements of JFH and/or student, provided that the Academic Mentor or Tutor is not being required to work more than 38 hours in a week. This includes work performed of an evening after 7.00pm or weekend, and does not attract penalties, overtime or weekend loadings.

14 ROSTERING

- a) Rosters will be provided at least 7 days in advance before the commencement of the roster period.

- b) The Employer will provide 7 days' notice for a change in rostering arrangements. However a rostered shift may be changed at any time:
 - (i) if the change is proposed by the Employee to accommodate an agreed shift swap with another Employee, subject to the agreement of Employer; or
 - (ii) to enable work to be performed where another Employee is absent from work, or in an emergency (as defined); or
 - (iii) the change is a result of the ordinary hours of work being altered under clause 13.2; or
 - (iv) at any time by the Employer and Employee by mutual agreement.
- c) In the event that the Employer seeks to introduce a change to an established work roster which is likely to impact Employees, the Employer will reasonably consult with Employees regarding the proposed change in accordance clause 38.3 - Consultation About Changes to Rosters or Hours of Work.
- d) Ordinary hours for Full time and Part time Employees are to be worked on a regular basis with fixed starting and finishing times over a maximum of 6 days per week.

15 BREAKS

15.1 Meal breaks

- a) All Employees who work for more than 5 hours at a time are entitled to one 30 to 60 minute unpaid meal break, to be taken within the first 5 hours of work.
- b) Where an Employee is required to work through their meal break, the Employer must pay the Employee 200% of the minimum hourly rate from when the meal break would have commenced until a meal break is allowed.

15.2 Rest Breaks

- a) All Employees are entitled to paid rest breaks as specified:

Working more than 3 hours, but less than 8 ordinary hours	One 10 minute break - to be taken at a time determined by the Employer
Working 8 ordinary hours or more	Two 10 minute breaks - to be taken at a time determined by the Employer

- b) The Employer may arrange for an Employee who is entitled to 2 paid rest breaks to take one rest break before, and one rest break after, their unpaid meal break.

16 MAKE UP TIME

The Employer and an Employee may agree that the Employee may take a period of ordinary hours as time off and make up that time off by working at another time during which the Employee may work ordinary hours.

PART 4- WAGES AND ALLOWANCES

17 MINIMUM RATES OF PAY

17.1 Employees covered under this Agreement

The minimum rates of pay of Employees covered by this Agreement are set out in Schedule A – Rates of Pay and Allowances.

17.2 Supported Wage System

The minimum rates of pay and conditions for Employees with a disability who are eligible for a supported wage are set out in Schedule F of the *Social, Community, Home Care and Disability Services Industry Award 2010*.

17.3 National Training Wage

The minimum rates of pay and conditions for Employees undertaking a traineeship are set out in Schedule E of the *Miscellaneous Award 2020*.

18 SALARY INCREASES

18.1 Annual Salary Increases

a) The rates of pay in this Agreement will be increased from the first full pay period on or after the following dates, by the following percentages from:

- (i) 1 July 2024 – 1.25%
- (ii) 1 January 2025 – 3.50%
- (iii) 1 January 2026 – 3.50%
- (iv) 1 January 2027 – 3.50%

b) The salary increase applicable from 1 July 2024 will apply to employees who are employed at 1 July 2024.

18.2 Pay Progression within Classification Levels

a) Employees will be eligible for progression from one pay point to the next within a level, provided that the Employee has demonstrated competency and satisfactory performance during the relevant period, and have met the following minimum service requirements with the Employer:

- (i) **Administration, Facilities and Catering Employees** - on the completion of 1976 hours or two years of service, whichever is the lesser;
- (ii) **Senior Residents** - On the completion of 320 hours or two years of service, whichever is the lesser;
- (iii) **Summer Senior Residents** – On the completion of 160 hours or two years of service, whichever is the lesser;
- (iv) **Academic Mentors and Tutors** – on the completion of 100 hours or two years of service, whichever is the lesser.

b) Movement to a higher classification will only occur by way of promotion or re-classification, where there is scope to do so within the Employee's Classification stream.

19 PAYMENT OF WAGES

For the purpose of this clause, 'wages' means the ordinary rate for ordinary working hours worked to which an Employee is entitled and includes any other payment to which an Employee is entitled under the provisions of this Agreement including allowances, leave payments, loadings, shift penalties and overtime.

19.1 Time and interval of payment

- a) Wages are to be paid fortnightly and not later than the close of business on Tuesday ('the ordinary scheduled pay day'). Payment will be made on the basis of 2 weeks in arrears.
- b) When a pay day falls on a public holiday wages shall be paid on the last working day before the public holiday.
- c) The Employer must pay Employees no later than the working day immediately after payday.

19.2 Method of payment of wages

- a) Payment of wages shall be by direct bank deposit or some other method determined by the Employer, provided that Employees shall nominate into which bank or financial institution their salary is to be paid.
- b) The method of payment shall not be varied, except after consultation with Employees.

19.3 Payslips

On the ordinary scheduled pay day the Employer is to provide to each Employee with a payslip with full written details of the wages being paid in that pay period, with allowances identified separately.

19.4 Overpayment of wages

- a) Where an Employee or the Employer discover an overpayment in relation to the payment of wages or entitlements to an Employee, the party discovering the error must notify the other party of the error at the earliest opportunity.
- b) Once an overpayment has been notified, the Employer and the Employee will meet to negotiate a reasonable repayment schedule. The Employee will not unreasonably refuse to repay the overpayment amount. Any repayment agreement must be recorded in writing and the Employee must authorise any deduction.
- c) If agreement is unable to be reached in accordance with paragraph (b), the dispute resolution process detailed at clause 39 - Dispute Resolution of this Agreement shall apply.

19.5 Payment of wages on termination of employment

The Employer must pay an Employee no later than 7 days after the day on which the Employee's employment terminates:

- a) the Employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
- b) all other amounts that are due to the Employee under this Agreement and the NES.

20 SENIOR RESIDENT AND SUMMER SENIOR RESIDENT SHIFT PAYMENTS

- a) The Senior Resident Shift Payment is calculated over a 42 week period to allow for Senior Residents to be rostered to work over the four semesters, between semester breaks and a period of time before and after the semesters finish and end.
- b) The Summer Senior Resident Shift Payment is calculated over a 10 week period to allow for Summer Senior Residents to be rostered to work during the summer holiday break between the fourth semester finishing and the first semester starting in the following year.
- c) A Senior Resident or Summer Senior Resident who is rostered to work will be paid a Senior Resident Shift Payment or Summer Senior Resident Shift Payment in accordance with Schedule A – Rates of Pay and Allowances, for each day the Employee is rostered to work on a weekday, weekend or public holiday.
- d) The Senior Resident Shift Payment incorporates the following:
 - (i) ordinary hourly rate to perform work and attend staff meetings during day hours;
 - (ii) penalty rates for work performed from Monday to Friday between 7.00pm and 7.00am;
 - (iii) penalty rates for weekend work;
 - (iv) an on-call allowance;
 - (v) a re-call to work allowance; and
 - (vi) a first aid allowance.
- e) The Summer Senior Resident Shift Payment incorporates the following:
 - (i) ordinary hourly rate to perform work during day hours;
 - (ii) penalty rates for work performed from Monday to Friday between 7.00pm and 7.00am;
 - (iii) penalty rates for weekend work; and
 - (iv) an on-call allowance.
- f) All other work performed by Summer Senior Residents that is not incorporated in the Shift Payment at clause (e) will be paid in accordance with the Agreement provisions that apply.

21 RECALL TO WORK PAYMENTS

The definition of an emergency is included in clause 7 – Definitions.

21.1 Recall to Site for Student or Employee Emergencies

- a) The Employer will pay an Administration Employee a minimum of 3 hours at the applicable overtime rate where they are re-called to the worksite after the usual finishing time of the day to attend to a student or employee emergency.
- b) The Employee is not entitled to another call out payment should the Employee receive another call out or undertake any work within that 3 hour period.

21.2 Recall to Site for Emergency Maintenance or Cleaning Work

- a) An Employee engaged under the Facilities and Catering Classifications are paid a minimum of 2 hours at the appropriate overtime rate when re-called to the JFH site to attend to emergency maintenance or cleaning work.
- b) The Employee is not entitled to another call out payment should the Employee receive another call out or undertake any work within that 2 hour period.

21.3 Recall to Work for Senior Residents and Summer Senior Residents

- a) A Senior Resident may be required to undertake work on a day that they are not rostered for duty. The Senior Resident Shift Payment referred to in clause 20 includes a re-call to work allowance in anticipation of this occurring during a week day or weekend. This allowance is paid regardless of whether the Senior Resident is re-called to work or not.
- b) If a Senior Resident is re-called to work on a public holiday when they are not rostered for duty, an additional Public Holiday allowance will be paid as specified in Schedule A – Rates of Pay and Allowances.
- c) A Summer Senior Resident will be paid a minimum of 2 hours at the appropriate overtime rate when re-called to work to attend an emergency.

21.4 Calculating Recall to Work Payments

- a) The time worked on a call out includes the time it would usually take the Employee to attend for work from their usual place of residence, return home to their usual place of residence and the time taken to complete the required work on site.

For example: It takes an Employee 30 minutes to travel to work from their usual place of residence, 2 hours to complete the required work and then 30 minutes to travel back to their usual place of residence. The time worked is counted as a total of 3 hours.

- b) Clause 21.4 does not apply to Senior Residents or Summer Senior Residents as they reside on site.

21.5 After Hours Work Managed Remotely

- a) For the purposes of this clause, after hours work managed remotely means the performance of work at the direction of, or with the authorisation of the Employer, that is:
 - (i) Not part of their ordinary hours of work as rostered; or
 - (ii) Not additional hours worked by part-time Employees or overtime contiguous with a rostered shift; and
 - (iii) Not required to be performed at a designated JFH workplace.
- b) An Employee who responds to a telephone call after hours and is able to resolve the problem by making telephone calls and not being re-called to the work site, shall be paid for a minimum of one hour's work for the disturbance at the applicable overtime rate.
- c) The one hour minimum payment shall apply whether it is:
 - (i) a single disturbance of a maximum of one hour; or
 - (ii) two disturbances of a maximum of 30 minutes; or
 - (iii) any other period of time that is less than one hour

- d) For any subsequent disturbances, the Employee shall be paid for each 30 minute period in which duties are performed whether or not the full period is worked, at the applicable overtime rate.
- e) Clause 21.5 does not apply to Senior Residents or Summer Senior Residents as they reside on site.

22 HIGHER DUTIES PAYMENTS

Employees who are required to perform the duties of a higher level within their classification for more than 4 ordinary hours on any one day, will be paid:

- a) The minimum rate applicable to the higher level within their classification under this Agreement;
or
- b) If there is not a higher level classification under this Agreement, the Supervisor Allowance as specified in Schedule A – Rates of Pay and Allowances will be paid.

23 PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)

- a) The Employer will provide personal protective equipment (PPE) for use, when necessary, for the Employee to perform their required duties.
- b) Employees will be responsible for keeping the PPE issued to them clean, in good working order and stored correctly.
- c) Employees must not use PPE issued by the Employer for personal use.

24 ALLOWANCES AND REIMBURSEMENTS

24.1 First Aid Allowance

An Employee who holds a current first aid certificate, and who is appointed by the Employer to perform the role of nominated First Aid Officer within a JFH workplace, will be paid an allowance as specified at Schedule A – Rates of Pay and Allowances, except for:

- a) Employees who are employed under the Bus Driver and Grounds and Maintenance Classifications will automatically have the first aid allowance included in their ordinary hourly rate of pay as set out in Schedule A; and
- b) Employees who are employed under the Senior Resident classification will have the first aid allowance automatically included in the Senior Resident Shift Payment as set out in Schedule A.

24.2 Meal Allowance

- a) Meal allowances are specified at Schedule A – Rates of Pay and Allowances.
- b) A meal allowance is only payable when:
 - (i) the Employee has been required to work more than one hour after the Employee's ordinary time of ending work; and
 - (ii) the Employee was not given at least 24 hours' notice of the requirement to work overtime; and
 - (iii) the Employer is unable to provide a meal due to the Employee not being able to return to the JFH dining hall.

- c) An Employee who is required to work a further four hours after their ordinary finishing time will be provided with a suitable meal or will be paid a further meal allowance.

24.3 Nauseous Allowance

Employees who are employed under the Cleaner Classification will have a nauseous allowance as specified in Schedule A – Rates of Pay and Allowances automatically included in their ordinary hourly rate of pay to handle linen of a nauseous nature, to clean up bodily fluids or heavily soiled toilets, and for work which is of an unusually offensive nature, having regard to the duty normally performed by the Employee.

24.4 On-Call Allowance

- a) During the rostered on-call period the Employee shall be required to remain within telephone contact and be able to perform work, either by returning to the workplace or performing the work remotely.
- b) An Employee who is rostered to be on-call shall receive an On-Call Allowance as specified in Schedule A – Rates of Pay and Allowances.

24.5 Senior Residents – Public Holiday Allowance

A Senior Resident who is requested to, and agrees to, undertake work on a public holiday when not rostered on duty will be paid a Public Holiday Allowance in accordance with Schedule A – Rates of Pay and Allowances, to compensate for being recalled to work.

24.6 Supervisor Allowance

- a) A Supervisor in charge of 3 or more Employees on shift at any one time must be paid a Supervisor allowance as specified in Schedule A – Rates of Pay and Allowances.
- b) The allowance will apply to eligible Part time Employees on a pro rata basis on the basis that the ordinary weekly hours of work for Full time Employees are 38.

24.7 Vehicle Allowance

- a) Wherever practical and reasonable to do so, the Employer will provide an Employee who is required to travel by vehicle for work purposes with a vehicle, and will pay all expenses for the vehicle including registration, running costs and maintenance. This does not include travel to or from home to work.
- b) An Employee who, by prior agreement with the Employer, uses their own private motor vehicle in the course of their duties must be paid a vehicle allowance as specified at Schedule A – Rates of Pay and Allowances.

24.8 Allowances not to be taken into account

Allowances specified in this Agreement, other than higher duties allowance, shall not be taken into account in calculating overtime and shift penalties and loadings specified in this Agreement.

24.9 Increases to Allowances

Increases to allowances detailed in Schedule A - Rates of Pay and Allowances will be consistent with the increase to wages set out in clause 18 – Salary Increases of this Agreement.

24.10 Annual Influenza Vaccination

Employees are entitled to claim reimbursement for the cost of the annual influenza vaccination on the provision of an itemised receipt. The cost of the medical appointment will not be reimbursed.

24.11 Travel, Accommodation and other Incidental Expenses

Where the Employer requires an Employee in the course of duties to be absent overnight or for part of the day, the Employee must be reimbursed for reasonable travelling, accommodation and other incidental expenses. This provision does not apply if the expenses are paid for by the Employer.

25 SUPERANNUATION

25.1 Superannuation legislation

- a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Guarantee Charge Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*, deals with the superannuation rights and obligations of Employers and Employees.
- b) Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, the default superannuation fund of the Employer shall apply.

25.2 Employer contributions

- a) The Employer will make superannuation payments required under Superannuation legislation as follows:
 - (i) July to December 2024 – 11.5%
 - (ii) January to December 2025 – 12.0%
 - (iii) January to December 2026 – 12.5%
 - (iv) January to December 2027 – 12.5%
- b) The Employer must make such superannuation contributions to a compliant superannuation fund for the benefit of an Employee in accordance with the Superannuation Guarantee Charge (SGC) applicable at the relevant time.

25.3 Voluntary Employee contributions

Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount or percentage from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 25.2 above.

25.4 Superannuation fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 25.2 to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in clause 25.2 and pay the amount authorised under clause 25.3 to Spirit Superannuation, or any successor to that fund.

25.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the Employer must also make the superannuation contributions provided for in clause 25.2 and pay the amount authorised under clauses 25.3:

- a) Paid leave—while the Employee is on any paid leave.
- b) Work-related injury or illness—For the period of absence from work (subject to a maximum of 52 weeks) of the Employee due to work-related injury or work-related illness provided that:
 - (i) the Employee is receiving workers compensation payments or is receiving regular payments directly from the Employer in accordance with the statutory requirements; and
 - (ii) the Employee remains employed by the Employer.

PART 5 – OVERTIME AND PENALTY RATES

26 OVERTIME

26.1 Entitlement to Overtime

- a) The Employer must pay an Employee overtime at the overtime rate prescribed in this clause for any hours worked at the direction of the Employer:
 - (i) For Full Time and Casual Employees - in excess of 38 hours per week; or
 - (ii) For Part Time Employees – in excess of the number of ordinary hours that the Employee has agreed to work under clauses 11.3(c) and (d), or varied under clause 11.3(e)– Part Time Employment; or
 - (iii) In excess of 10 ordinary hours for Administration Employees and 12 ordinary hours for Facilities and Catering Employees per shift; or
 - (iv) For Day Workers, outside the spread of ordinary hours.
- b) Employees who are employed under the Senior Resident and Summer Senior Resident classification will have overtime included in the Senior Resident Shift Payment and Summer Senior Resident Shift Payment as set out in Schedule A.

26.2 Requirement to Work Reasonable Overtime

- a) Subject to paragraph (b) and (c) below, the Employer may require an Employee to work reasonable overtime at the overtime rates specified in this Agreement.
- b) An Employee may decline to work overtime if it would result in the Employee working additional hours which are unreasonable.
- c) Whether any additional hours are unreasonable shall be determined by having regard to:
 - (i) any risk to the Employee's health and safety;
 - (ii) the Employee's personal circumstances including family responsibilities;
 - (iii) the needs of the Employer;

- (iv) the notice (if any) given by the Employer of the requirement to work overtime and by the Employee of their intention to refuse it;
- (v) the usual patterns of work applicable to the Employee;
- (vi) the nature of the Employee's position and the Employee's level of responsibility; and
- (vii) any other relevant matter.

26.3 Overtime Rates

- a) Overtime rates for all Employees will be in accordance with the following table:

Hours of overtime worked per day	Overtime Rate Full-time and Part-time Employees	Overtime Rate Casual Employees
	% of minimum hourly rate	% of minimum hourly rate
Monday to Saturday - First 2 hours	150%	175%
Monday to Saturday - After 2 hours	200%	225%
Sunday	200%	225%
Public Holidays	250%	275%

- b) The overtime rates for Casual Employees have been calculated by adding the casual loading to the overtime rate (150% + 25% = 175%).
- c) Administration Employees will be paid a minimum of 4 hours pay for overtime worked on a Sunday or Public Holiday.
- d) Penalty rates for shift work are not cumulative on overtime rates.

26.4 Time off in lieu (TOIL)

By mutual agreement an Employee may receive TOIL in preference to receiving payment at an overtime rate:

- a) An Employee and their Employer may agree to accrue TOIL as an alternative to payment of overtime in accordance with the following requirements:
 - (i) The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked (*i.e. an Employee who works 2 overtime hours is entitled to 2 hours' time off*);
 - (ii) Accrued time off in lieu is to be taken at a mutually agreed time;
 - (iii) The maximum amount of TOIL that an Employee can accrue at any one time is 2 days;
 - (iv) Accrued time in lieu must be utilised within 6 months of accrual. Where possible, the Employer will provide the Employee with sufficient notice of when the TOIL accrual is close to expiry so that a mutually agreeable time can be scheduled for the Employee to utilise the TOIL;
 - (v) If an Employee has not utilised his or her time in lieu within the period prescribed in clause (a)(iv) above, the Employee may request, or the Employer may decide, that accrued time in lieu is to be paid out; and

- (vi) Accrued time in lieu will be paid out at the overtime rate that applied at the time the overtime was worked.
- b) The agreement to accrue TOIL must be in writing and state each of the following:
 - (i) The number of overtime hours to which it applies and when those hours were worked;
 - (ii) That the Employer and Employee agree that the Employee may take time off instead of being paid for the overtime;
 - (iii) That, if the Employee requests at any time, the Employer must pay the Employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) That any payment mentioned in this clause must be made in the next pay period following the request.
- c) If, on the termination of the Employee's employment, time off for overtime worked by the Employee has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.

26.5 Rest Period after working Overtime

- a) This clause only applies to Administration Employees.
- b) When overtime is required to be worked by an Administration Employee, the Employees must, wherever reasonably practical, have at least 10 consecutive hours off duty between hours worked on successive days.
- c) Despite paragraph (a) but subject to paragraph (c), where an Employee, due to overtime worked, would be required to start working their ordinary hours without having had 10 consecutive hours off duty:
 - a) the Employer must release the Employee from duty after finishing the overtime until the Employee has had 10 consecutive hours off duty; and
 - b) the Employee must not suffer any loss of pay for any ordinary hours that the Employee did not work as a result of being released from duty in accordance with clause (c)(i) above.
- d) If, at the direction of the Employer, an Employee continues work or resumes working ordinary hours without having at least 10 consecutive hours off duty in accordance with paragraph (b), then all of the following apply:
 - (i) the Employer must pay the employee at 200% of the Employee's minimum hourly rate until such time as the Employee is released from duty; and
 - (ii) the Employer must release the Employee from duty until the Employee has had 10 consecutive hours off duty; and
 - (iii) the Employee must not suffer any loss of pay for any ordinary hours that the Employee did not work as a result of being released from duty in accordance with clause d)(ii) above.
- e) Overtime worked in the circumstances specified in clause 21—Recall to Work Payments must not be regarded as overtime for the purposes of this clause.

27 PENALTY RATES AND WEEKEND WORK

- a) All work performed by an Employee outside of ordinary hours which is not overtime will be paid as the following rates:

	Penalty Rate Full-time and Part-time Employees	Penalty Rate Casual Employees
	% of minimum hourly rate	% of minimum hourly rate
Early Morning Shift: Monday to Friday shift that starts from midnight and before 7.00am	120%	145%
Evening Shift: Monday to Friday shift that starts after 7.00pm and finished before midnight	120%	145%
Saturday: All hours from midnight Friday to midnight Saturday	125%	150%
Sunday: All hours from midnight Saturday to Midnight Sunday	200%	225%
Public Holiday: All hours work on a Public Holiday – either as a part of whole shift	250%	275%

- b) The penalty rates for Casual Employees have been calculated by adding the casual loading to the penalty rate (120% + 25% = 145%).

PART 6- LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS

28 ANNUAL LEAVE

- a) Annual Leave is a matter provided for in the NES (Division 6 - Annual Leave). Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- b) Unless specifically stated, the provisions of this clause apply to an Employee, other than a Casual Employee.

28.1 Definition of a 'Shift Worker'

For the purposes of the additional week of annual leave provided for in section 87(1)(b) of the Act, a shift worker is an Employee who works ordinary hours over 7 days of the week and is regularly rostered to work on Sundays and Public Holidays.

28.2 Leave accrual

- a) A Full time Employee accrues 4 weeks' Annual Leave annually throughout the year and is credited fortnightly.
- b) Part time Employees accrue and utilise leave entitlements on a pro-rata basis in accordance with clause 11.3 - Part-time Employees of this Agreement.
- c) A Shift Worker is entitled to an additional week's annual leave on the same terms and conditions as paragraph (a) and (b).
- d) Senior Residents have an entitlement to four weeks of annual leave per annum, which accrues progressively over a 42 week period rather than a 52 week period.

28.3 Annual Leave loading

- a) Full time and Part time Employees will be paid an annual leave loading of 17.5% of ordinary hours of work during a period of annual leave, or the minimum hourly rate for the Employees ordinary hours of work inclusive of shift and/or weekend penalty rates, whichever is the greater.
- b) Senior Residents and Summer Senior Residents will be paid an annual leave loading of 17.5% of the annual leave entitlement, either during a period of annual leave or when the Employee is paid out the annual leave entitlement at the end of the employment arrangement.

28.4 Direction to take Annual Leave during Shutdown

- a) Clause 28.4 applies if the Employer intends to temporarily shut down all or part of its operation for a particular period or purpose ('temporary shutdown period') and affected Employees cannot be reasonably redeployed to other duties. In the event that this occurs, the Employer may direct affected Employees to take paid annual leave during that period.
- b) The Employer must give the affected Employees 28 days' written notice of a temporary shutdown period, or any shorter period agreed between the Employer and the majority of relevant Employees.
- c) The Employer must give written notice of a temporary shutdown period to any Employee who is engaged after the notice is given under paragraph (b) and who will be affected by that period, as soon as reasonably practicable after the Employee is engaged.
- d) The Employer may direct the Employee to take a period of paid annual leave to which the Employee has accrued an entitlement during a temporary shutdown period.
- e) A direction by the Employer under paragraph (d) must be in writing, and must be reasonable.
- f) The Employee must take paid annual leave in accordance with a direction under paragraph (d).
- g) In respect of any part of a temporary shutdown period which is not the subject of a direction under paragraph (d), the Employer and an Employee may agree, in writing, for the Employee to take leave without pay during that part of the temporary shutdown period.
- h) An Employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement under clause 28.5.
- i) In determining the amount of paid annual leave to which an Employee has accrued an entitlement, any period of paid annual leave taken in advance by the Employee, in accordance with an agreement under clause 28.5, to which an entitlement has not been accrued, is to be taken into account.

- j) Excessive Leave clauses 28.7 to 28.9 do not apply to a period of annual leave that an Employee is required to take during a temporary shutdown period in accordance with this clause.

28.5 Annual Leave in Advance

- a) The Employer and Employee may agree in writing to the Employee taking a period of paid annual leave before the Employee has accrued an entitlement to the leave.
- b) The agreement must state the amount of leave to be taken in advance and the date on which leave is to commence.
- c) The Employer must keep a copy of any agreement made under this clause as an Employee record.
- d) If, on the termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under this clause, the Employer may deduct from any money due to the Employee on termination an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

28.6 Cashing Out of Annual Leave

- a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 28.6.
- b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under this clause.
- c) The Employer and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- d) An agreement under this clause must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - (ii) the date on which the payment is to be made.
- e) An agreement made under this clause 28.6 must be signed by the Employer and Employee and the Employer must keep a record the of the agreement.
- f) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made i.e. it must include any annual leave leading the Employee would be entitled to.
- g) An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

28.7 Excessive Leave Accruals: General Provision

- a) Clauses 28.7 to 28.9 contain additional provisions to the NES about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave.
- b) An Employee has an excessive leave accrual if the Employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shift worker).

- c) If an Employee has an excessive leave accrual, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- d) Clause 28.8 sets out how the Employer may direct an Employee who has an excessive leave accrual to take paid annual leave.
- e) Clause 28.9 sets out how an Employee who has an excessive leave accrual may require the Employer to grant paid annual leave requested by the Employee.

28.8 Excessive Leave Accruals: Direction by Employer that Leave be Taken

- a) If the Employer has genuinely tried to reach agreement with an Employee under clause 28.7(c) but agreement is not reached (including because the Employee refuses to confer), the Employer may direct the Employee in writing to take one or more periods of paid annual leave.
- b) However, a direction by the Employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.7, 28.8 or 28.9 or otherwise agreed by the Employer and Employee) are taken into account; and
 - (ii) must not require the Employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement already agreed between the Employer and Employee.
- c) The Employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- d) An Employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

28.9 Excessive Leave Accruals: Request by Employee for Leave

- a) If an Employee has genuinely tried to reach agreement with the Employer under clause 28.7(c) but agreement is not reached (including because the Employer refuses to confer), the Employee may give a written notice to the Employer requesting to take one or more periods of paid annual leave.
- b) However, an Employee may only give a notice to the employer under paragraph (a) if:
 - (i) the Employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the Employee has not been given a direction under clause a) that, when any other paid annual leave arrangements (whether made under clause 28.7, 28.8 or 28.9 or otherwise agreed by the Employer and Employee) are taken into account, would eliminate the Employee's excessive leave accrual.
- c) A notice given by an Employee under paragraph (a) must not:

- (i) if granted, result in the Employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.7, 28.8 or 28.9 or otherwise agreed by the Employer and Employee) are taken into account; or
 - (ii) provide for the Employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement already agreed between the Employer and Employee.
- d) An Employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shift worker) in any period of 12 months.
- e) The Employer must grant paid annual leave requested by a notice under paragraph (a).

29 PERSONAL LEAVE

- a) Personal Leave is provided for in the NES. This Agreement contains additional provisions. Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- b) Personal leave is a combination of sick leave and carer's leave and lets an Employee take time off to help them deal with personal illness, caring responsibilities and family emergencies.
- c) Unless specifically stated, the provisions of this clause do not apply to a Casual Employee.

29.1 Personal Leave Entitlement

- a) A Full Time Employee will accrue 10 days of paid personal leave per year of continuous service, and accrues from year to year without limitation.
- b) A Part Time Employee's entitlement to paid personal leave accrues on a pro-rata basis based on the Employee's ordinary hours of work, and accrues from year to year without limitation.
- c) A Senior Resident and Summer Senior Resident accrues personal leave progressively when rostered for a duty period, and when the Employee works additional hours when re-called to work under clause 21.3.
- d) Personal leave accumulates during each year of employment and the balance at the end of each year carried over to the next year.
- e) Personal leave accumulates when the Employee is on approved, paid leave, community service leave including jury duty and long service leave.

29.2 Sick Leave

- a) An Employee who is absent from work because of personal illness or an injury is entitled to paid personal leave in accordance with the Employee's ordinary hours of work, at the Employee's ordinary hourly rate.
- b) Where an Employee does not have a sufficient personal leave entitlement to cover the period of absence, the Employee will be required to take unpaid sick leave.

29.3 Carer's Leave

- a) An Employee is entitled to take paid carer's leave to care for or support a member of their immediate family or household member who is sick, injured or has an unexpected emergency.
- b) The definition of an immediate family or household member is included in clause 7 – Definitions.
- c) Unpaid carer's leave can be taken in 1 continuous period of 2 days, or in separate periods as agreed between the Employee and the Employer.
- d) Where an Employee does not have a sufficient personal leave entitlement to cover the period of absence, the Employee is able to access unpaid carers leave of up to 2 days per occasion.
- e) In circumstances where an Employee has obligations to provide regular, ongoing care or support to a member of the Employee's household or Immediate family, the Employee is encouraged to discuss these obligations with the Employer so that, to the extent reasonably possible, the Employee's personal leave may be planned and agreed in advance.

29.4 Casual Employees – Unpaid Carer's Leave Entitlement

- a) A Casual Employee is entitled to unpaid carer's leave of up to 2 days per occasion.
- b) Unpaid carer's leave can be taken in 1 continuous period of 2 days, or in separate periods as agreed between the Employee and the Employer.
- c) The Employer will not take negative action against an Employee for taking unpaid carer's leave.

29.5 Evidentiary requirements

- a) The Employee may be required to produce a medical certificate when they are absent for more than 2 days on sick leave, or on request from the Employer.
- b) If required, an Employee will give the Employer evidence that would satisfy a reasonable person that the Employee was taking leave to care for members of their immediate family or household due to an unexpected emergency or requiring care.
- c) The Employer may request a medical certificate where an Employee takes a single day's absence for sick or carer's leave.
- d) The Employer reserves the right to request a medical certificate for any period of paid or unpaid sick or carers leave claimed by the Employee.

29.6 Notification Requirements

- a) An Employee must inform the Employer as soon as where reasonably practicable and, unless exceptional circumstances exist, prior to their normal commencement time that they will be absent from work due to a personal illness or injury.
- b) The Employee must inform the Employer of their inability to attend for duty, and as far as is reasonable, advise the nature of the injury or illness (particularly if the illness has transmission implications for other Employees) and the estimated duration of the absence.

30 COMPASSIONATE LEAVE

Compassionate Leave is provided for in the NES. Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

30.1 Compassionate leave entitlement

- a) Full Time and Part Time Employees are entitled to take up to 2 days of paid compassionate leave for each permissible occasion when:
 - (i) a member of the Employee's immediate family or household, including a partner with whom the Employee does not reside on a permanent basis:
 - A. has contracted or developed a personal illness which poses a serious threat to their life; or
 - B. sustains a personal injury that poses a serious threat to their life; or
 - C. or dies; or
 - (ii) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
 - (iii) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.
- b) Casual Employees are entitled to up to 2 days of unpaid compassionate leave for each permissible occasion in accordance with paragraph (a).
- c) The Employer may, at their discretion, grant compassionate leave in other circumstances, and may grant additional compassionate leave.
- d) The compassionate leave for a particular permissible occasion may, be taken over broken periods and need not necessarily be taken as one consecutive period of leave.

30.2 Evidentiary requirements

The Employer may require that an Employee provide evidence of the situation that would satisfy a reasonable person.

31 PARENTAL LEAVE AND RELATED ENTITLEMENTS

Parental Leave (birth related leave and adoption related leave) will be in accordance with the provisions contained in the National Employment Standards (NES) (Division 5 - Parental Leave and Related Entitlements) and any Paid Parental Leave scheme paid by the Australian Government.

32 COMMUNITY SERVICE LEAVE

- a) Community Service Leave will be in accordance with the provisions contained in the NES (Division 8 - Community Service Leave). Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- b) Community Service Leave includes jury service, a voluntary emergency service activity (in accordance with s.109 of the Act) or an activity prescribed by the Fair Work Regulations 2009 (Cth).

32.1 Voluntary Emergency Services Leave

- a) Community Service Leave arrangements apply in respect to Employees who are registered volunteers with the following emergency service organisations:
 - (i) Tasmania Fire Service;

- (ii) Tasmanian Ambulance Service;
 - (iii) Defence Reserves Service (Protection) Act 2001;
 - (iv) State Emergency Service;
 - (v) Surf Lifesaving;
 - (vi) The RSPCA; and
 - (vii) Other emergency service consistent with the NES definition.
- b) The leave applies where a registered volunteer is requested to respond to an emergency situation involving volunteer assistance during normal working hours. Regular rostered activities/events or training are not included.
 - c) The Employer will grant approval for an Employee to be absent from duty so the Employee can assist with an emergency situation, providing the following conditions are met;
 - (i) The Employee has informed their Employer as soon as practicable regarding the requirement for the absence and its likely length;
 - (ii) The Employee is able without undue disruption to the operational requirements of the organisation to be released to assist in responding to the emergency; and
 - (iii) If required by the Employer, the Employee can obtain from the relevant emergency organisation proof of the request for and duration of the attendance in response to the emergency situation.
 - d) The Employer will not unreasonably refuse a request of absence to attend an emergency situation.
 - e) When an Employee has attended and rendered assistance as a volunteer in response to an emergency situation, the following leave and related arrangements will apply:
 - (i) The attendance will not affect entitlements for leave accruals and related benefits;
 - (ii) An injury sustained by the Employee whilst attending an emergency situation will not form the basis of a workers compensation claim against the Employer; and
 - (iii) The return to normal work duties by the Employee should be as soon as practicable following the completion of functions associated with the emergency situation including, where relevant, debriefing or counselling. Furthermore, the timing of the return to work should be managed consistent with appropriate health and safety considerations such as the fatigue status of the Employee.

32.2 Jury Service

- a) Eligible Employees are entitled to receive their applicable ordinary hourly rate for attending Jury Service (limited to a maximum of 10 days in accordance with the NES).
- b) The Employee shall notify the Employer as soon as practical of the date on which they are required to attend for Jury Service. The Employee will also provide the Employer with documentary evidence of attendance, and the duration of such attendance and the amount received in respect of such Jury Service.

- c) In the event that a Full time or Part time Employee is required to serve on a jury, that Employee will not be financially disadvantaged in terms of their wages, superannuation or accrued leave entitlements for serving as a Juror.
- d) An Employee, who receives payment for out of pocket wages from a court for serving on a jury, must produce to the Employer documentation showing the amount the Employee has received for compensation of loss of wages whilst serving as a Juror.
- e) On production of the required documentation, the Employee will receive their fortnightly gross wage minus the amount received from the Courts. All superannuation normally paid by the Employer in a normal pay period, including salary sacrifice and the Superannuation Guarantee Contribution will remain the same as if the Employee had been at work.
- f) Time served on a jury will be deemed to be time served in employment with the Employer for the purpose of accruing leave entitlements.

33 FAMILY AND DOMESTIC VIOLENCE

- a) Family and domestic violence leave will be in accordance with the provisions contained in the NES. Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- b) The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to Employees that experience family or domestic violence.

33.1 Definition of Family and Domestic Violence

- a) For the purposes of this Agreement, family and domestic violence means violent, threatening or other abusive behaviour by individuals' described in clause 33.1(c), who are known to the Employee that both:
 - (i) Seeks to coerce or control the Employee; and or
 - (ii) Causes them harm or fear.
- b) Without limiting this clause, family and domestic violence includes the following behaviour:
 - (i) Assaulting or causing personal injury to a family member or threatening to do so;
 - (ii) Sexually assaulting a family member or engaging in another form of sexually coercive behaviour, or threatening to engage in such behaviour;
 - (iii) Intentionally damaging a family member's property, or threatening to do so;
 - (iv) Unlawfully depriving a family member of the family member's liberty, or threatening to do so; or
 - (v) Causing or threatening to cause the death of, or injury to, an animal, whether or not the animal belongs to the family member to whom the behaviour is directed so as to control, dominate or coerce the family member.
- c) To access paid family and domestic violence leave, the individual could be:
 - (i) An Employee's close relative (as defined); or
 - (ii) A member of the Employee's household; or

- (iii) A current or former intimate partner of the Employee.

33.2 Entitlement

- a) All Employees are entitled to access 15 days' of paid leave to deal with family and domestic violence. The leave is not pro-rated for Part time or Casual Employees.
- b) The leave may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- c) The Employer may agree to the Employee taking additional unpaid leave to deal with family and domestic violence.
- d) Family and domestic violence leave is available in full at the start of each 12-month period of the Employee's employment and it does not accumulate from year to year, or paid out on resignation or termination of employment.
- e) An Employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

33.3 General measures

- a) In order to provide support to an Employee who is experiencing family and domestic violence, or is required to provide care or support to a member of their household or immediate family because that person is experiencing violence from their family, the Employer will approve any reasonable request for temporary changes to:
 - (i) their span of hours or pattern or hours; or
 - (ii) their work duties and/or the location of their work; or
 - (iii) any other flexible working arrangement the Employee and the Employer can mutually agree on.
- b) Proof of family and domestic violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- c) All personal information concerning family and domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- d) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of being a victim of family and domestic violence.
- e) An Employee experiencing family and domestic violence may raise the issue with their immediate supervisor, or the CEO.

34 PUBLIC HOLIDAYS

34.1 Prescribed holidays

- a) The following public holidays are provided to Employees in accordance with the NES:
 - (i) 1 January (New Years Day)
 - (ii) 26 January (Australia Day)

- (iii) Hobart Regatta Day
 - (iv) Eight Hours Day
 - (v) Good Friday
 - (vi) Easter Monday
 - (vii) 25 April (ANZAC Day)
 - (viii) Kings Birthday Holiday
 - (ix) Hobart Show Day
 - (x) 25 December (Christmas Day)
 - (xi) 26 December (Boxing Day)
 - (xii) Any other day or part-day declared as a public holiday within Southern Tasmania.
- b) In addition to the Public Holidays provided in the NES, the Employer recognises Easter Tuesday as a Public Holiday for the life of this Agreement.
 - c) An Employee is entitled to be absent from work on a day or part-day that is a public holiday in the Employee's ordinary work location.
 - d) In circumstances where an Employee is required to work on a public holiday which applies at the Employee's usual workplace, but the Employee is working away from the usual workplace and at a location where that public holiday does not apply, the Employee will observe the public holiday applicable to their ordinary work location.

34.2 Payment for prescribed public holidays

Full time and Part time Employees, other than Senior Residents and Summer Senior Residents, who but for a public holiday would be rostered to work on a day that is a public holiday shall receive payment at their normal rate of pay which would have applied to the Employee concerned, when, if it were not for such holiday they would have had been at work.

34.3 Substitution of public holidays by agreement

- a) By agreement between the Employer and one or more Employees in the relevant workplace, an alternative day may be taken as a public holiday in lieu of any of the prescribed holidays referred to in clause 34.1 above.
- b) Where the Employer has agreed to a request to substitute a public holiday, the alternative day, or days, must be taken within the same calendar year.

34.4 Working public holidays

Employees may refuse to work a public holiday if they have reasonable grounds, as defined within the NES.

35 LONG SERVICE LEAVE

Long Service Leave entitlements are provided in accordance with the *Tasmanian Long Service Leave Act 1976*.

36 CEREMONIAL LEAVE

An Employee who is legitimately required by indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the Employer.

37 CHRISTMAS LEAVE

- a) For the life of the Agreement, the Employer will provide up to three days of additional leave to Full time and Part time Employees, for the period between Christmas Day (or a substituted Public Holiday for Christmas Day) and New Years Day. The additional leave days will be prorated for Part time Employees based on the hours of work usually performed on those days.
- b) The additional leave will not be deducted from the Employee's leave accruals.
- c) The Employee will receive the same pay they would have otherwise received if working between the Christmas and New Year period.
- d) Where an Employee is not able to take the additional days of leave referred to in paragraph (a), they are able to submit a request to substitute the Christmas Leave in accordance with clause 34.3 (Substitution of public holidays by agreement).

PART 7 – CONSULTATION AND DISPUTE RESOLUTION

38 CONSULTATION ABOUT MAJOR WORKPLACE CHANGE

This clause applies if the Employer:

- a) Makes a definite decision to make major changes to production, program, organisation, structure, or technology in relation to its enterprise; and
- b) The change is likely to have a significant effect on Employees of JFH.

38.1 Consultation Clause Definitions

- a) In this term, a major change is likely to have a **significant effect** on Employees if it results in:
 - (i) The termination of the employment of Employees; or
 - (ii) Major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (iii) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) The alteration of hours of work; or
 - (v) The need to re-train Employees; or
 - (vi) The need to relocate Employees to another workplace; or
 - (vii) The restructuring of jobs.
- b) In this term, **relevant Employees** means the Employees who may be affected by the major change.

38.2 Consulting About Major Workplace Change

- a) The Employer must notify the relevant Employees of the preliminary decision to introduce the major change before implementing the preliminary decision.
- b) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- c) The Employer must recognise the representative if:
 - (i) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) The Employee or Employees advise the Employer of the identity of the representative.
- d) As soon as practicable after making its preliminary decision, the Employer must:
 - (i) Discuss with the relevant Employees:
 - A. The introduction of the major change; and
 - B. The effect the major change is likely to have on the Employees; and
 - C. Measures the Employer is taking to avert or mitigate the adverse effect of the major change on the Employees; and
 - (ii) for the purposes of the discussion - provide, in writing, to the relevant Employees:
 - A. All relevant information about the change including the nature of the change proposed; and
 - B. Information about the expected effects of the change on the Employees; and
 - C. Any other matters likely to affect the Employees.
- e) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- f) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

38.3 Consultation About Changes to Rosters or Hours of Work

- a) Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives if appointed by the Employee(s) about the proposed change. The Employer must:
 - (i) Provide to the Employee or Employees affected and their representatives, if appointed, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) Invite the Employee or Employees affected and their representatives, if appointed, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) Give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- b) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

- c) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

39 DISPUTE RESOLUTION PROCEDURE

- a) This clause sets out the procedures to be followed if a dispute arises about a matter under this Agreement or in relation to the NES.
- b) The Employer undertakes that, to the extent that any dispute arising out of the termination of an Employee's employment is a dispute about matters arising under the Agreement, it may be dealt with in accordance with the dispute resolution procedure set out in this clause.
- c) An Employee, the union or the Employer may initiate a dispute under this clause.
- d) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- e) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level:
 - (i) in the first instance, by discussion between the Employee(s)/union and the Employer at a supervisory level;
 - (ii) if those discussions do not resolve the dispute, by discussion between the Employee(s) /union and the Employer at the management level;
 - (iii) if those discussions do not resolve the dispute, the dispute will be discussed between the Employee(s)/union and the Principal.
- f) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- g) The FWC may deal with the dispute in 2 stages:
 - (i) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if the FWC is unable to resolve the dispute at the first stage, the FWC may then arbitrate the dispute and make a determination that is binding on the parties.
- h) If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5-1 of the Act. Therefore, an appeal may be made against the decision.
- i) While the parties are trying to resolve the dispute, using the procedures in this clause, the status quo that existed prior to the dispute will remain (provided that application of the status quo does not hinder or affect the continuation of an investigation or disciplinary process from occurring) and:
 - (i) the Employee(s) must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (ii) the Employee(s) must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - A. the work is not safe; or

- B. applicable workplace health and safety legislation would not permit the work to be performed; or
 - C. the work is not appropriate for the Employee(s) to perform; or
 - D. there are other reasonable grounds for the Employee(s) to refuse to comply with the direction.
- j) The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

PART 8- TERMINATION OF EMPLOYMENT AND REDUNDANCY

40 TERMINATION OF EMPLOYMENT

40.1 Notice of Termination by the Employer

- a) The Employer will provide the Employee with written notice on the day of termination when ending their employment. The written notice can either be delivered personally, sent to the Employee's email address or leaving it at the Employee's last known address.
- b) Except in circumstances of misconduct justifying summary termination, the Employer shall provide notice of termination of employment, or payment in lieu of notice, in accordance with the following table:

Length of Continuous Service with Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

- c) If the Employee is aged over 45 on the day the notice is given, and has been employed for at least 2 years with the Employer, the Employee is entitled to a further 1 weeks' notice.
- c) The Employer may choose to make a payment in lieu of notice.
- d) In calculating any payment in lieu of notice, the wages the Employee would have received in respect of the ordinary time that would have been worked during the period of notice will be used.

40.2 Notice Period for Casual Employees

As Casual Employees are engaged by the hour, one hours' notice of termination is required by either party.

40.3 Notice of Termination by the Employee

- a) The notice of termination required to be given by an Employee is:
 - (i) The same as that required of an Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned; or
 - (ii) Some other arrangement is mutually agreed between the Employee and the Employer.

- b) If an Employee does not give the period of notice, or does not work the period of notice, the Employee will only be paid, and entitlements calculated to, the last day of work performed or, if on leave, at the end of the actual period of notice actually given.

40.4 Summary Termination

- d) Without limiting the Employers rights, an Employee may be summarily dismissed from their employment for any actions amounting to serious misconduct as defined by the Act and Fair Work Regulations 2009 (Cth).
- c) The Employer is not required to provide notice of termination, or pay in lieu of a notice period, if an Employee is summarily dismissed from their employment.

40.5 Job Search Entitlement

- a) Where an Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment.
- b) The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

40.6 Termination payments

- a) On termination of employment the Employee will be paid any accrued annual leave, annual leave loading, accrued TOIL, long service leave (if applicable) and/or notice entitlement, subject to paying notice in lieu.
- b) All payments made as a result of termination of employment will occur within 7 days of the final day of employment, unless otherwise agreed between the Employer and Employee.

40.7 Actions upon termination

Upon termination of an Employee's employment, the Employee must return all property of the Employer's into the control of the Employee's immediate manager. Employer's property includes, but is not limited to, all keys, tools, equipment (including computer equipment), documents, uniform clothing and personal protective equipment.

41 REDUNDANCY

Redundancy pay will be in accordance with the provisions contained in the NES. Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

41.1 Redundancy Entitlements

- a) A redundancy situation arises where the Employer no longer requires an Employee's job to be done by anyone. A redundancy situation may arise because of, but not limited to changes in the Employer's operational requirements, changes in the Employer's financial situation, relocation, restructure or merger/sale of the organisation.
- b) A redundancy situation refers to a job becoming redundant and not to an Employee becoming redundant.
- c) The following Employees are not eligible for redundancy payments:
 - (i) Employees whose period of continuous service with the Employer is less than 12 months;

- (ii) Employees who have been employed for a stated period of time on a maximum or fixed term basis;
- (iii) Senior Residents and Summer Senior Residents;
- (iv) Casual Employees; and
- (v) Employees who have been terminated for serious misconduct.

41.2 Notice of redundancy

- a) The Employer undertakes to provide the maximum possible notice of the need to make a position(s) redundant or reduce or alter hours which causes a loss of Employee's income.
- b) In all cases however, the minimum period of notice for Employees subject to redundancy will be the same as the Notice of Termination table in clause 40.1.

41.3 Redundancy payment

- a) Where redeployment or retraining opportunities are not available, the redundancy package to be paid will be in accordance with the following table:

Length of Continuous Service with Employer	Redundancy Pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
9 years or more	16 weeks

- b) For the purpose of a 'Weeks' pay' for redundancy only, this means the relevant base rate, plus any loadings and all-purpose ongoing allowances to which the Employee is normally entitled.

41.4 Transfer to Lower Paid Duties on Redundancy

- a) Clause 41.4 applies if, because of redundancy, an Employee is transferred to new duties to which a lower ordinary rate of pay applies.
- b) The Employer may:
 - (i) give the Employee notice of the transfer of at least the same length as the Employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the Employer (refer to clause 40.1– Notice of Termination); or
 - (ii) transfer the Employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the Employer pays the Employee as set out in paragraph (c).

- c) Where an Employee's position is redundant and the Employer offers the Employee alternative employment at a lower classification, a reduction in hours, or transfers the Employee to a new job that results in a loss of income to the Employee, the Employer is entitled to a payment as follows:

An amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the Employee would have worked in the first role: and

The ordinary rate of pay (also inclusive all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the Employee in the second role for the period for which the notice was not given.

41.5 Employee Leaving During Redundancy Notice Period

- a) An Employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed in clause 40.1– Notice of Termination Table.
- b) The Employee is entitled to receive the benefits and payments they would have received under clause 41.3– Redundancy Payment, had they remained in employment until the expiry of the notice.
- c) However, the Employee is not entitled to be paid for any part of the period of notice remaining after the Employee ceased to be employed.

41.6 Job Search Entitlement

- a) Where an Employer has given notice of termination to an Employee in circumstances of redundancy, the Employee must be allowed time off without loss of pay of up to one day each week for the purpose of seeking other employment.
- b) If the Employee is allowed time off without loss of pay of more than one day under paragraph (a), the Employee must, at the request of the Employer, produce proof of attendance at an interview. A statutory declaration is sufficient for this purpose.
- c) An Employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- d) This entitlement applies instead of clause 40.5 – Job Search Entitlement through Termination.

PART 9 – OTHER MATTERS

42 UNION DELEGATES

42.1 Relationship with the Union

- a) The United Workers' Union is recognised by the Employer as the union with coverage of Employees covered by this Agreement and the union is entitled to represent the industrial interests of those employees.
- b) Employees who are a member of union will not be disadvantaged or discriminated against for exercising their industrial rights.

- c) The Employer recognises the union delegates who are elected by the Employees as the on-site representatives of the union speak on behalf of union members in the workplace.
- d) Where the Employer holds induction meetings for more than one Employee, the union will be invited to attend and will be provided with time to speak with Employees about the value of union membership and invite them to join.

42.2 Right to Representation

- a) An Employee or group of Employees shall have the right to be represented by the union (including by an official or employee of the union, or a workplace delegate):
 - (i) on any matter concerning the application of this Agreement;
 - (ii) in any dispute or potential dispute pursuant to this Agreement; or
 - (iii) in any other workplace matter.

42.3 Union Delegates

- a) The Employer will provide reasonable access to telephone, internet, email, office facilities and other office facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union.
- b) Union delegates, with approval of the Employer and upon application in writing, shall be granted up to five days leave with pay each calendar year, non-cumulative, to:
 - (i) represent the interests of members to the Employer and industrial tribunals;
 - (ii) consult with union members and other Employees for whom the delegate is a bargaining representative;
 - (iii) participate in the operation of the union;
 - (iv) attend union education; and
 - (v) attend union annual delegates conference.
- c) The application to the Employer must be in writing, including the nature, content and duration of the course to be attended, and normally be provided with 14 days' notice of the proposed training.
- d) The granting of leave pursuant to this clause shall be subject to the Employer being able to make adequate staffing arrangements amongst current Employees during the period of such leave. The Employer shall not use this subclause to avoid an obligation under this clause.
- e) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this agreement.
- f) Each Employee on leave approved in accordance with this clause shall be paid all ordinary time earnings. For the purpose of this subclause, "ordinary time earnings" for an Employee means the classification ordinary hourly rate or over-award payment, superannuation and shift loading, which otherwise would have been payable.
- g) All expenses (such as travel, accommodation and meals) associated with or incurred by the Employee attending a training course as provided in this clause shall be the responsibility of the Employee or the union.

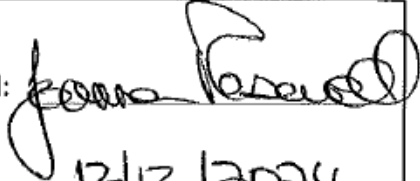
- h) An Employee may be required to satisfy the Employer of attendance at the course to qualify for payment of leave.
- i) An Employee granted leave pursuant to this clause shall, upon request, inform the Employer of the nature of the course attended and their observations on it.
- j) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the agreement.


43 JOINT CONSULTATIVE COMMITTEE

- a) A Joint Consultative Committee may be established to support and assist in:
 - (i) discussion about matters and issues affecting Employees during the development and implementation of this and future agreements;
 - (ii) discussing continuous improvement initiatives with the Employer; and
 - (iii) improving job security, career opportunities, terms and conditions and skills enhancement for all Employees.
- b) The Employer will set up a Joint Consultative Committee within two months of being requested to do so by 5 or more Employees of the Employer, or by its own initiative.
- c) A Terms of Reference will be established to define the purpose and scope of the Joint Consultative Committee, for the life of this Agreement.
- d) During the life of the Agreement, the Joint Consultative Committee will meet and form as necessary.
- e) The Joint Consultative Committee will be comprised of members relevant to the issue and will include both management, Employee representatives and union representatives if appropriate.
- f) At least half of the Committee members must be Jane Employees who have not been nominated by the Employer, or hold a management position with the Employer, or are either Employer or union representatives.

SIGNATURES

Executed as an Agreement

SIGNED for and on behalf of Jane Franklin Hall		Signed: 
Signatory name, address, and authority to sign:		Date: <u>12/12/2024</u>
Name and Address:		Authority to sign:
<u>Joanna Rosewell</u>		<u>Principal</u>
<u>6 Elboden Street</u>		
<u>South Hobart TAS 7000</u>		

SIGNED for and on behalf of the United Workers Union		Signed: 
Signatory name, address, and authority to sign:		Date: <u>16/12/2024</u>
Name and Address:		Authority to sign:
<u>Lyndal Ryan</u>		<u>Director - United Workers Union</u>
<u>833 Bourke Street</u>		
<u>Docklands Vic 3008</u>		

SCHEDULE A – RATES OF PAY AND ALLOWANCES

RATES OF PAY

The following Ordinary hourly rates apply to Employees classified in accordance with the Classifications detailed in the relevant appendix below.

Administration Classification

Level and Pay Point	Hourly Rate (from 1/7/2024)	Hourly Rate (from 1/1/2025)	Hourly Rate (from 1/1/2026)	Hourly Rate (from 1/1/2027)
Increase	1.25%	3.5%	3.5%	3.5%
Level 1 - Pay point 1	\$25.18	\$26.06	\$26.97	\$27.91
Level 2 - Pay point 1	\$27.51	\$28.47	\$29.47	\$30.50
Level 2 - Pay point 2	\$28.01	\$28.99	\$30.00	\$31.05
Level 2 - Pay point 3	\$28.51	\$29.51	\$30.54	\$31.61
Level 3 - Pay point 1	\$29.05	\$30.07	\$31.12	\$32.21
Level 3 - Pay point 2	\$29.55	\$30.58	\$31.65	\$32.76
Level 3 - Pay point 3	\$30.05	\$31.10	\$32.19	\$33.32
Level 4 - Pay point 1	\$30.51	\$31.58	\$32.69	\$33.83
Level 4 - Pay point 2	\$31.01	\$32.10	\$33.22	\$34.38
Level 4 - Pay point 3	\$31.51	\$32.61	\$33.75	\$34.93

Catering Classification

Level and Pay Point	Hourly Rate (from 1/7/2024)	Hourly Rate (from 1/1/2025)	Hourly Rate (from 1/1/2026)	Hourly Rate (from 1/1/2027)
Increase	1.25%	3.5%	3.5%	3.5%
Level 1 - Pay point 1	\$23.75	\$24.58	\$25.44	\$26.33
Level 2 - Pay point 1	\$25.29	\$26.18	\$27.10	\$28.05
Level 2 - Pay point 2	\$25.79	\$26.69	\$27.62	\$28.59
Level 2 - Pay point 3	\$26.29	\$27.21	\$28.16	\$29.15
Level 3 - Pay point 1	\$27.51	\$28.47	\$29.47	\$30.50
Level 3 - Pay point 2	\$28.01	\$28.99	\$30.00	\$31.05
Level 3 - Pay point 3	\$28.51	\$29.51	\$30.54	\$31.61
Level 4 - Pay point 1	\$30.01	\$31.06	\$32.15	\$33.28
Level 4 - Pay point 2	\$30.51	\$31.58	\$32.69	\$33.83
Level 4 - Pay point 3	\$31.01	\$32.10	\$33.22	\$34.38

Facilities Classification – Bus Drivers, Cleaners, Grounds and Maintenance

Level and Pay Point	Hourly Rate (from 1/7/2024)	Hourly Rate (from 1/1/2025)	Hourly Rate (from 1/1/2026)	Hourly Rate (from 1/1/2027)
Increase	1.25%	3.5%	3.5%	3.5%
Level 1 - Pay Point 1	\$24.29	\$25.14	\$26.02	\$26.93
Level 2 - Pay Point 1	\$25.83	\$26.73	\$27.67	\$28.64
Level 2 - Pay Point 2	\$26.33	\$27.25	\$28.20	\$29.19
Level 2 - Pay Point 3	\$26.83	\$27.77	\$28.74	\$29.75
Level 3 - Pay Point 1	\$28.05	\$29.03	\$30.05	\$31.10
Level 3 - Pay Point 2	\$28.55	\$29.55	\$30.58	\$31.65
Level 3 - Pay Point 3	\$29.05	\$30.07	\$31.12	\$32.21

Senior Resident Rate of Pay and Shift Payment

Level and Pay Point	Hourly Rate (from 1/7/2024)		Hourly Rate (from 1/1/2025)		Hourly Rate (from 1/1/2026)		Hourly Rate (from 1/1/2027)	
Increase	1.25%		3.5%		3.5%		3.5%	
	Loaded Rate	Shift Payment	Loaded Rate	Shift Payment	Loaded Rate	Shift Payment	Loaded Rate	Shift Payment
Level 2 - Pay Point 1	\$31.62	\$382.43	\$32.73	\$395.85	\$33.88	\$409.76	\$35.07	\$424.15
Level 2 - Pay Point 2	\$32.12	\$388.43	\$33.24	\$401.97	\$34.40	\$416.00	\$35.60	\$430.51
Level 2 - Pay Point 3	\$32.62	\$394.43	\$33.76	\$408.21	\$34.94	\$422.48	\$36.16	\$437.23

Summer Senior Resident Rate of Pay and Shift Payment

Level and Pay Point	Hourly Rate (from 1/7/2024)		Hourly Rate (from 1/1/2025)		Hourly Rate (from 1/1/2026)		Hourly Rate (from 1/1/2027)	
Increase	1.25%		3.5%		3.5%		3.5%	
	Loaded Rate	Shift Payment	Loaded Rate	Shift Payment	Loaded Rate	Shift Payment	Loaded Rate	Shift Payment
Level 2 - Pay Point 1	\$31.62	\$205.53	\$32.73	\$ 212.75	\$33.88	\$ 220.22	\$ 35.07	\$ 227.96
Level 2 - Pay Point 2	\$32.12	\$ 208.78	\$33.24	\$ 216.06	\$34.40	\$ 223.60	\$35.60	\$ 231.40
Level 2 - Pay Point 3	\$32.62	\$ 212.03	\$33.76	\$ 219.44	\$34.94	\$ 227.11	\$ 36.16	\$ 235.04

Academic Mentors and Tutors Classification

Level and Pay Point	Hourly Rate (from 1/7/2024)		Hourly Rate (from 1/1/2025)		Hourly Rate (from 1/1/2026)		Hourly Rate (from 1/1/2027)	
Increase	1.25%		3.5%		3.5%		3.5%	
	Ordinary Rate	Casual Rate	Ordinary Rate	Casual Rate	Ordinary Rate	Casual Rate	Ordinary Rate	Casual Rate
Level 2 - Pay Point 1	\$31.34	\$59.50	\$32.44	\$61.58	\$33.58	\$63.74	\$34.76	\$65.97
Level 2 - Pay Point 2	\$31.84	\$60.00	\$32.95	\$62.10	\$34.10	\$64.27	\$35.29	\$66.52
Level 2 - Pay Point 3	\$32.34	\$60.50	\$33.47	\$62.62	\$34.64	\$64.81	\$35.85	\$67.08

ALLOWANCES

The following allowances apply to Employees to which this Agreement applies.

Increases to allowances detailed in Schedule A - Rates of Pay and Allowances will be consistent with the increase to wages set out in clause 18 – Salary Increases of this Agreement.

Allowance Type	Rate ffp on/after 1 July 2024
First Aid Allowance	\$0.54 per hour / \$20.65 per week
Meal Allowance – overtime of more than one hour without 24 hours’ notice	\$22.99
Meal Allowance – overtime exceeding 4 hours	\$20.85
Nauseous Allowance	\$0.54 per hour
On-call Allowance	\$25 per day / \$125 per week
Senior Residents and Summer Senior Residents – Public Holiday Allowance	\$124.90
Supervisors Allowance	\$1.20 per hour / \$45.42 per week
Vehicle Allowance	\$0.98 per kilometre (car) \$0.35 per kilometre (Motorbike)

SCHEDULE B – CLASSIFICATIONS FOR ALL EMPLOYEES

LEVEL 1

1.1. Characteristics

- a) Employees at this level require no previous experience or trade qualifications.
- b) Employees work under close supervision, depending on the level of skills and experience the Employee has in the position.
- c) Work involves routine or repetitive duties using established practices, procedures and instructions.
- d) Problems can be resolved by following the established practices, procedures and instructions, or seeking direction from a more experienced Employee.
- e) Employees at this level begin to take responsibility for planning and completing their own work within established routines, methods and procedures and may be subject to checking at all stages by a more experienced Employee.

1.2. Typical Duties and Skills

Indicative typical duties and skills at this level may include:

Administration

- a) Reception or switchboard duties;
- b) Maintaining basic records using computer applications and in hard files;
- c) Filing, collating and copying documents;
- d) Handling or distributing mail including messenger service;
- e) Data entry and initial processing of invoices, debtors and creditors, payroll data, petty cash and bank reconciliations;
- f) Using Microsoft office suite to create, format, edit and print documents;
- g) Arrange meeting bookings and assist with organising events.

Grounds and Maintenance

- a) General labouring tasks;
- b) General gardening tasks including preparation of grounds, weeding, watering and mowing;
- c) Tasks involving moving equipment or furniture, or handling and storing goods or materials;
- d) Keeping outside areas clean and tidy;
- e) Assisting in preparing and maintaining lawns;
- f) Operating a limited range of vehicles, including motor vehicles;
- g) Routinely maintaining indoor greenery such as shrubs and plants;
- h) Performing non-trade tasks incidental to the Employee's work.

Catering

- a) General cleaning duties within a food preparation area, including cleaning cooking and general utensils used in the kitchen;
- b) Assisting employees who are cooking and preparing catering;
- c) Assembling and preparing ingredients for cooking;
- d) General pantry duties;
- e) Set up and pack down of food and beverage serveries, crockery, utensils, dress and set tables;
- f) Removing crockery and cutlery from dining hall area;
- g) Wiping down tables in dining hall; and
- h) Cleaning up spills in dining hall.

Cleaners

- a) Spot cleaning soft furnishings;
- b) Cleaning carpets;
- c) Cleaning, dusting, sweeping, mopping and polishing in public areas of the buildings and meeting rooms;
- d) General laundry duties;
- e) Making beds and general room tidy;
- f) Operating hand held powered equipment such as blowers, vacuum cleaners and polishers;
- g) Cleaning and mopping up nauseous waste;
- h) Toilet cleaning;
- i) Emptying rubbish bins and under-desk bins;
- j) Cleaning of glass windows, both internal and external;
- k) Minor repairs to linen or clothing;
- l) Cleaning of residences when student vacates.

Bus Drivers

- a) Driving motor vehicles or mini buses with less than 8 passengers;
- b) General care of vehicles, including washing, refuelling, assisting with repairs;
- c) Reporting to supervisor any maintenance or damage noticed in general care;
- d) Reporting to supervisor any damage sustained to the vehicle while in operation.

LEVEL 2

2.1 Characteristics

- a) Full-time and Part-time Employees will progress to Level 2 once they have worked for a period of 3 months. Casual Employees progress to Level 2 once they have worked for a period of 3 months,

or have sufficient experience or training to enable them to carry out their assigned duties under general direction.

- b) Employees are not required to hold a trade or tertiary qualification relevant to their position.
- c) They may be required to give assistance to less experienced Employees in the same classification and level.
- d) Work involves undertaking tasks and duties using established practices, procedures and instructions.
- e) Problems can be resolved by following the established practices, procedures and instructions, or seeking direction from a more experienced Employee.
- f) Employees at this level are responsible and accountable for their own work within established routines, methods and procedures.

2.2 Typical Duties and Skills

Administration

- a) Undertake Level 1 clerical duties to a higher level under general supervision;
- b) Perform data entry associated with accounts payable, accounts receivable, ordering and payroll;
- c) Perform administrative tasks associated with project work or events;
- d) Provide administrative support to JFH managers and supervisors;
- e) Assume responsibility for the general cleanliness and stock management of the office and meeting areas;

Grounds and Maintenance

- a) Undertake Level 1 duties to a higher level under general supervision;
- b) Undertake general repairs and maintenance work that does not require a trade certificate.
- c) Operate, maintain and adjust machinery as appropriate;
- d) Clean and inspect machinery and tools after each use and report any problems to supervisor;
- e) Adhere to proper maintenance procedures for building plant and equipment;
- f) In consultation with supervisor, arrange service calls to ensure that building plant is operating correctly;
- g) Apply fungicides, fertilisers, herbicides and insecticides as directed by supervisor;
- h) Formation and maintenance of all gardens, lawns and greens;
- i) Planting and maintenance of trees and shrubs;
- j) Assist with on-the-job training for new and/or lower classified Employees.

Catering

- a) Undertake Level 1 duties to a higher level under general supervision;
- b) Perform general cooking and baking under the direction of the Cook;

- c) Cleaning and washing of equipment during and at the end of each shift in accordance with safety and hygiene standards;
- d) Storage and labelling of produce, especially perishables, in accordance with safety and food hygiene standards;
- e) Monitor pantry supplies and inform the Cook when supplies require ordering;
- f) Responsible serving of alcohol (if certified to do so);
- g) Monitoring and rotation of perishable food items to prevent wastage.
- h) Assist with on-the-job training for new and/or lower classified Employees.

Cleaners

- a) Undertake Level 1 duties to a higher level under general supervision;
- b) Liaise with the Supervisor with respect to the proper cleaning, servicing or functioning of the building;
- c) Perform cleaning duties using specialised equipment and chemicals;
- d) In consultation with supervisor, order and distribute cleaning materials;
- e) Operate ride-on powered machinery;
- f) Operate steam cleaning and pressure washing equipment;
- g) Assist with on-the-job training for new and/or lower classified Employees.

Bus Drivers

- a) Undertake Level 1 duties to a higher level under general supervision;
- b) Driving buses with less than 25 passengers;
- c) General care of vehicles, including washing, refuelling, assisting with repairs;
- d) Reporting to supervisor any maintenance or damage noticed in general care;
- e) Reporting to supervisor any damage sustained to the vehicle while in operation;
- f) Assist with on-the-job training for new and/or lower classified Employees.

Senior Residents and Summer Senior Residents

- a) Employees engaged as Senior Residents and Summer Senior Residents will work at this level.

Academic Mentors and Tutors

- a) Employees engaged as Academic Mentors and Tutors will work at this level.

LEVEL 3

3.1 Characteristics

- a) Employees working at Level 3 are either:

- (i) required to have a trade or tertiary qualification, or completed an Apprenticeship, or experience and/or technical or industry knowledge deemed equivalent, and are carrying out duties relevant to their qualifications; or
 - (ii) or have a supervisory role within their classification.
- b) Employees work under general direction from their manager, with limited day to day supervision.
 - c) Employees will be required to exercise independent initiative, judgment and decision making to solve problems and complete work to the required standard.
 - d) Work involves undertaking duties when established procedures and work practices may not be clear. As such, a higher knowledge of the procedures relating to the area of work is required, along with an understanding of JFH's business.
 - e) Employees at this level are responsible and accountable for planning and completing their own work.

3.2 Typical Duties and Skills

Indicative typical duties and skills at this level include the requirement to perform the duties of a Level 2 Employee, and may include some of the following:

Supervisory Positions

Employees with supervisory responsibilities may undertake the following tasks:

- a) Day to day supervision, mentoring and on-the-job training of Employees in the team.
- b) Allocate duties, coordinate workflow, check progress and the quality of work of their direct reports.
- c) Rostering staff, filling shifts and approving Employee leave forms.
- d) Perform rostered on-call duties, or take responsibility for on-call arrangements in the Manager's absence.
- e) Arrange Employees to respond to emergency situations requiring maintenance or cleaning.
- f) Assist the Manager with health and safety matters for area of responsibility.
- g) Maintain and update inventories for area under responsibility, using appropriate data base and record keeping systems and software.

Administration

- a) Provides secretarial and executive support services including:
 - (i) maintaining executive diary and screening incoming calls; and
 - (ii) attending executive and organisational meetings and taking minutes; and
 - (iii) establishing and maintaining current working and personal filing systems for executive; and
 - (iv) answering executive correspondence from oral or handwritten instructions;
- b) Performs finance functions such as preparing cash payment summaries, banking reports and bank statements; following credit referral procedures; applying purchasing and inventory control requirements; and posting journals to ledger;

- c) Performs payroll functions such as processing payroll, calculating workers compensation and salary and wages payments, and maintaining wage and salary records;
- d) Provides specialised advice and information on JFH's business;
- e) Responds to clients, the public or suppliers' problems within own functional area utilising a high degree of interpersonal skills;
- f) Provides basic research and administrative support to projects;
- g) Contributes to the development of marketing, communications and community engagement collateral, and may include responsibility for social media content.

Grounds and Maintenance

- a) Perform repairs and maintenance work which requires the use of trade accredited skills in areas such as carpentry, plumbing, painting or electrical services; or
- b) Perform maintenance of gardens and grounds which requires the use of trade accredited skills in areas such as horticulture, gardening or turf maintenance.
- c) Set up for functions and prepare the College for guests and the arrival of new students, undertaking tasks such as furniture moving, and equipment and audio-visual set up.

Catering

- a) General cooking, baking, pastry cooking or butchering duties at the level expected from a trade qualified Cook.
- b) Preparing menus for dining hall and catering requirements for the Head Chef to approve, including preliminary costings.
- c) Ordering food and kitchen/dining hall supplies within allocated budget.

Cleaners

- a) Perform cleaning and housekeeping work which requires the use of trade accredited skills in areas such as cleaning operations or hospitality.
- b) Clean windows on the exterior of a multi-storied building if appropriate safety equipment is provided and the Employee is trained in how to use the safety equipment.
- c) Arrange service calls to ensure that building plant is operating correctly.
- d) Ordering and storing cleaning supplies within allocated budget.

Bus Drivers

- a) Perform bus driving work which requires the use of trade accredited skills in areas such as driving operations.
- b) Holds a heavy rigid (HR) licence to transport more than 25 passengers, and is required to use that licence when working with the Employer.

LEVEL 4

4.1 Characteristics

- a) An Employee at Level 4 has advanced trade qualifications or post-secondary qualifications, or extensive experience and/or technical or industry knowledge deemed equivalent, and is carrying out duties relevant to their qualification.
- b) Employees have the responsibility for supervision, training and coordination of other Employees. The Employee oversees a Supervisor in Charge.
- c) Employees work under limited supervision from a senior Employee (usually the Principal), and requires minimal instruction in the performance of their duties.
- d) Employees are expected to exercise independent initiative, judgment and decision making, using detailed knowledge of the workplace procedures, JFH's business and strategic plan.
- e) Work involves contributing to review and/or development of procedures, work practices and policies for their work area, and to the operational and strategic planning for the area of responsibility;
- f) Employees at this level are responsible and accountable for setting team outcomes in order to meet strategic and business objectives, and reviewing the performance of direct reports.

4.2 Typical Duties and Skills

Indicative typical duties and skills at this level include the requirement to perform the duties of a Level 3 Employee, and may include some of the following:

Administration

- a) Contributes to the preparation of budgets, preparing financial or tax schedules, processing general ledger journals, and reconciling accounts to balance;
- b) Provides financial advice to the Principal or Bursar;
- c) Performs end to end payroll function and administering executive salary packages;
- d) Provides specialist information on one or more of the following:
 - (i) employment conditions;
 - (ii) workplace legislation, including the Fair Work Act and Work Health and Safety Act;
 - (iii) workers compensation procedures and regulations;
 - (iv) superannuation entitlements, procedures and regulations;
- e) Provides reports for management in any or all of the following areas:
 - (i) accounts and finances;
 - (ii) human resources;
 - (iii) work health and safety;
 - (iv) legislative requirements; or
 - (v) other company activities;
- f) Undertakes research and data analysis to contribute to report writing, annual reports, grant applications or similar.

- g) Undertakes responsibility for moderately complex project work, including planning, coordination, implementation and administration.
- h) Handles personnel, industrial relations or health and safety matters.

Catering

- a) Performs specialised cooking, butchery, pastry baking at the level expected of a trained Chef;
- b) Assumes overall responsibility for the food services, dining hall and/or catering operations, including
 - (i) final approval of dining hall and catering menus;
 - (ii) costing menus;
 - (iii) ordering and stock control within budget allocations
- c) Supervises and mentors Level 3 Employees;
- d) Works with the Principal to plan, coordinate and deliver events;
- e) Liaises with suppliers to source quality and cost effective produce;
- f) Presents written reports to management, including monitoring budget and expenditure.