



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185—Approval of enterprise agreement

Sydney Anglican Home Mission Society Council T/A ANGLICARE NSW
(AG2010/17218)

ANGLICARE CHESALON ENTERPRISE AGREEMENT 2010-2013

Aged care industry

COMMISSIONER MCKENNA

SYDNEY, 21 SEPTEMBER 2010

Application for approval of the ANGLICARE Chesalon Enterprise Agreement 2010-2013.

[1] An application has been made for approval of an enterprise agreement known as the *ANGLICARE Chesalon Enterprise Agreement 2010-2013* (“the Agreement”). The application was made pursuant to s.185 of the *Fair Work Act 2009* (“the Act”). The application has been made by the Sydney Anglican Home Mission Society Council T/A ANGLICARE NSW (“the applicant”). The Agreement is a single-enterprise agreement.

[2] I am satisfied each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The applicant has provided written undertakings addressing a number of concerns that I raised with the parties during proceedings. A copy of the undertakings is attached to this decision and marked Annexure ‘A’. I note that under s.191 of the Act, the undertakings are taken to be terms of the Agreement.

[3] The New South Wales Nurses’ Association (“NSWNA”), the Australian Nursing Federation NSW Branch (“ANF”), HSU-EAST, and Liquor, Hospitality and Miscellaneous Union - NSW Branch (“LHMU”) being bargaining representatives for the Agreement, concur with the undertakings. The NSWNA, the ANF, HSU-EAST, and the LHMU have given notice under s.183 of the Act that they wish to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers those organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the issuing of this decision. The nominal expiry date of the Agreement is 30 June 2013.



COMMISSIONER

Annexure "A"



PO Box 427 Parramatta 2124
16 Parkes Street Parramatta 2150
Phone 02 9895 8000 Fax 02 9633 4620

20 September 2010

Commissioner McKenna
Fair Work Australia
Terrace Tower
80 William Street
East Sydney

Dear Commissioner McKenna

RE: AG2010/17218 - APPLICATION BY SYDNEY ANGLICAN HOME MISSION SOCIETY COUNCIL

Further to today's Mention before yourself in relation to the above matter, I confirm ANGLICARE's undertakings as follows:

Clause 15.3 – Probation & Qualifying Period

ANGLICARE undertakes to comply with the National Employment Standards in respect of providing an employee with notice on the termination of employment. In particular, where an employee serving a probationary period is terminated by the employer, they will be provided with a minimum of one week's notice in accordance with the NES.

Clause 26 – Salary Adjustments

ANGLICARE undertakes to comply with the intent of the Fair Work Act in relation to any payment due to the Employer by the Employee. In particular, the Employer will ensure that an Employee authorises deductions in writing.

Clause 45.1(c) – Parental Leave

ANGLICARE undertakes to comply with the intent of the National Employment Standards in respect of recognising same sex de facto couples' eligibility for parental leave.

If you have any queries in relation to the above, please do not hesitate to contact Andrew Bardsley on (02) 9895 8030.

Yours sincerely

Rob Evers
Director – Chesalon

cc. **Mr Benjamin Morwitzer, New South Wales Nurses' Association**
Mr Bert Coquillon, HSU-East
Mr Mick Vance, Liquor, Hospitality and Miscellaneous Union-New South Wales Branch

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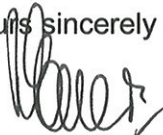
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Yours sincerely



Rob Evers
Director – Chesalon

cc. **Mr Benjamin Morwitzer, New South Wales Nurses' Association**
Mr Bert Coquillon, HSU-East
Mr Mick Vance, Liquor, Hospitality and Miscellaneous Union-New South Wales Branch

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



ANGLICARE
Chesalon Enterprise Agreement
2010-2013

CONTENTS

PART 1 – APPLICATION AND OPERATION	4
1. PREAMBLE	4
2. NAME AND TYPE OF AGREEMENT	4
3. PARTIES BOUND BY THIS AGREEMENT	4
4. COMMENCEMENT DATE AND DURATION	4
5. RELATIONSHIP WITH POLICIES AND AWARDS	4
6. DEFINITIONS.....	4
7. NO EXTRA CLAIMS.....	5
8. AVAILABILITY OF AGREEMENT.....	5
9. THE NATIONAL EMPLOYMENT STANDARDS	5
10. AGREEMENT FLEXIBILITY	6
PART 2 - CONSULTATION AND DISPUTE RESOLUTION.....	7
11. CONSULATION REGARDING MAJOR WORKPLACE CHANGE	7
12. DISPUTE RESOLUTION	8
PART 3 – ENGAGEMENT.....	8
13. ENGAGEMENT.....	8
14. EMPLOYMENT SCREENING.....	8
15. PROBATION & QUALIFYING PERIOD	9
16. EMPLOYMENT CATEGORIES	9
17. ANNUAL REVIEW OF HOURS	10
18. LABOUR FLEXIBILITY AND MIXED FUNCTIONS	11
19. FLEXIBLE WORK ARRANGEMENTS.....	11
PART 4 - WAGES AND RELATED MATTERS.....	11
20. WAGES.....	11
21. PROGRESSION THROUGH PAY POINTS	11
22. TRANSLATION INTO NEW STRUCTURE.....	12
23. PAYMENT OF WAGES	12
24. SALARY PACKAGING.....	12
25. SUPERANNUATION.....	12
26. SALARY ADJUSTMENTS	13
27. ALLOWANCES	13

PART 5 – HOURS AND RELATED MATTERS	16
28. ORDINARY HOURS OF WORK.....	16
29. ARRANGEMENT OF HOURS	16
30. SPAN OF HOURS.....	16
31. MINIMUM BREAKS BETWEEN SHIFTS.....	16
32. BREAKS.....	16
33. ACCRUED DAYS OFF (ADOS).....	17
34. BROKEN SHIFTS	18
35. REASONABLE ADDITIONAL HOURS	18
36. OVERTIME.....	19
37. SHIFT AND WEEKEND WORK.....	20
38. PUBLIC HOLIDAYS	20
39. ATTENDANCE AT MEETINGS	21
40. ROSTERS.....	21
PART 6 – LEAVE & PUBLIC HOLIDAYS	22
41. LEAVE ENTITLEMENTS	22
42. ANNUAL LEAVE	22
43. PERSONAL/CARER'S LEAVE	24
44. COMPASSIONATE LEAVE	25
45. PARENTAL LEAVE.....	25
46. LONG SERVICE LEAVE.....	26
47. LEAVE WITHOUT PAY.....	26
PART 7 - OTHER PROVISIONS	27
48. TERMINATION OF EMPLOYMENT	27
49. REDUNDANCY	28
50. WORKLOAD MANAGEMENT	28
51. TRAINING	29
52. NOTICE BOARD	29
SCHEDULE A - EMPLOYMENT CLASSIFICATIONS	30
SCHEDULE B – PAY, OTHER RATES AND ALLOWANCES	47
SCHEDULE C – TRANSLATION TABLE	51

PART 1 – APPLICATION AND OPERATION

1. PREAMBLE

This Agreement affirms the commitment by the Employees bound by it to the vision, mission and values of the Employer in the workplace.

In line with two of Chesalon's key strategic directions; to realise a continuum of care for seniors, and to enrich the quality of life for our people, we are proud to enter this Agreement with our Employees that demonstrates our high regard for those who so compassionately care for and support the people we serve.

As well as the provision of better pay and conditions, this Agreement affords Employees greater flexibility, including the flexibility to easily work within the whole spectrum of Chesalon's community and residential services.

2. NAME AND TYPE OF AGREEMENT

This Agreement is an enterprise agreement made under section 172 of the Act between the Employer and unions in accordance with section 182(2) of the Act and is called the "ANGLICARE Chesalon Enterprise Agreement 2010-2013" (Agreement).

3. PARTIES BOUND BY THIS AGREEMENT

This Agreement will be binding on:

- (a) Sydney Anglican Home Mission Society (Employer);
- (b) all Employees performing work within the Employment Classifications in the part of the Employer's business known as the Chesalon Division excluding head office executive administrative staff;
- (c) the New South Wales Nurses' Association;
- (d) the Australian Nursing Federation;
- (e) the Health Services Union;
- (f) the Liquor, Hospitality and Miscellaneous Union, New South Wales Branch.

4. COMMENCEMENT DATE AND DURATION

The Agreement will be lodged with Fair Work Australia and will operate from the seventh day after notice is received that it has passed the better off overall test provided that rates of pay, other rates and allowances outlined in Schedule B will apply from the first pay period to commence on or after 1 July 2010, 1 July 2011 and 1 July 2012 respectively. This Agreement will have a nominal expiry date of 30 June 2013.

5. RELATIONSHIP WITH POLICIES AND AWARDS

- 5.1 Other than agreements reached in accordance with Clause 10 - Agreement Flexibility and Clause 19 – Flexible Work Arrangements this Agreement will be read as a stand-alone agreement to the exclusion of all other industrial Awards or Agreements (whether registered or unregistered), custom and practice and like instruments or arrangements. This Agreement expressly excludes all Protected Award Conditions that might otherwise apply.
- 5.2 Employees are required to perform their duties in accordance with the Act, this Agreement, and policies and procedures determined by the Employer from time to time. Such policies and procedures are not part of this Agreement.

6. DEFINITIONS

Where a term of this Agreement has a corresponding definition in the Act or the Regulations, the definition in the Act or the Regulations will apply. Any such terms that are also defined in this Agreement are defined for the convenience

only of the parties and will be overridden to the extent of any inconsistency with the definition found in the Act or the Regulations.

For the purposes of this Agreement:

Act means the *Fair Work Act 2009* (as amended).

Agreement means this Enterprise Agreement.

Base rate of pay means the Employee's contracted hourly rate of pay as varied from time to time and does not include loadings, allowances, penalty rates or any other similar separately identifiable entitlements.

Board means the Nursing and Midwifery Board of Australia.

Community care means duties associated with the provision of services to community care clients in a private residence, overnight respite or day centre, which may include cleaning, child minding, gardening, handywork (within the Employee's skills and competencies), cooking, laundry, shopping, personal errands, escorting clients and associated driving, personal care services and general upkeeping services.

De facto partner, as provided for in the NES in relation to an employee:

- (a) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- (b) includes a former de facto partner of the employee.

Employee means a person employed by the Employer and covered by this Agreement.

Immediate family means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

NES means the National Employment Standards outlined in the Act.

Ordinary hours worked by an Employee for the Employer during a week is the number worked out as follows:

- (a) start with the number of hours (if any) in the week that the Employee both works and is required or requested to work, for the Employer;
- (b) add the number of hours (if any) in the week when the Employee is absent from his or her work for the Employer on leave that counts as service;
- (c) deduct the number of hours (if any) in the week that the Employee works as overtime in accordance with this Agreement; and
- (d) deduct the number of hours (if any) in the week in relation to which the Employer is prohibited by the Act from making a payment to the Employee (industrial action);

Regulations means the regulations associated with the *Fair Work Act 2009* (as amended).

7. NO EXTRA CLAIMS

The parties to this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

8. AVAILABILITY OF AGREEMENT

A copy of this Agreement will be available to all Employees to whom it applies either on a noticeboard conveniently located at or near the workplace or through electronic means such as on the Employer's Portal.

9. THE NATIONAL EMPLOYMENT STANDARDS

- 9.1 The National Employment Standards (NES) applies to all Employees under this Agreement. Where after the commencement of this Agreement the NES is varied, the following apply:

- (a) Where the NES provides, or is varied to provide, a condition or entitlement more favourable to the Employee in a particular respect than that set out in this Agreement, the condition or entitlement set out in the NES prevails.
- (b) Where the NES is varied to remove a condition or entitlement referred to or set out in this Agreement, that condition or entitlement will no longer have effect under this Agreement.
- (c) Where the NES is varied by removal or by providing a condition or entitlement less favourable to the Employee, in relation to Schedule B – Pay, Other Rates and Allowances, and paid leave outlined in Clause 44 Personal/Carer's Leave, the Agreement will apply.

9.2 A copy of the NES will be available to all Employees to whom it applies either on a noticeboard conveniently located at the workplace or through electronic means such as on the Employer's Portal.

10. AGREEMENT FLEXIBILITY

10.1 Notwithstanding any other provision of this Agreement, the Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual Employee. The terms the Employer and the individual Employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed in relation to:
 - (i) the timing of breaks; and
 - (ii) penalty rates.

It is anticipated that any agreement would result from the Employee requiring the change to accommodate personal circumstances. Any such change will not financially disadvantage other Employees.

- (b) overtime and penalty rates in respect to Registered Nurse Levels 4, 5 and 6, and Community Service Coordinator Levels 4 and 5;
- (c) the inclusion of allowances in base salary; and
- (d) the inclusion of leave loading in base salary excluding Registered Nurse Levels 4, 5 and 6, and Community Service Coordinators whose base salary is inclusive of leave loading.

10.2 The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.

10.3 The agreement between the Employer and the individual Employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 10.1; and
- (b) result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been agreed to.

10.4 The agreement between the Employer and the individual Employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
- (b) state each term of this agreement that the Employer and the individual Employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
- (d) detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

10.5 The Employer must give the individual Employee a copy of the agreement and keep the agreement as a time and wages record.

- 10.6 Except as provided in clause 10.4(a), the agreement must not require the approval or consent of a person other than the Employer and the individual Employee.
- 10.7 An Employer seeking to enter into an agreement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 10.8 The agreement may be terminated:
- (a) by the Employer or the individual Employee giving 14 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the Employer and the individual Employee.
- 10.9 The right to make an agreement 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.

PART 2 - CONSULTATION AND DISPUTE RESOLUTION

11. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

11.1 Employer to notify

- (a) Where the Employer has made a preliminary decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer will notify the Employees who may be affected by the proposed changes and their representatives (if any).
- (b) "Significant effects" include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters, an alteration is deemed not to have significant effect.

11.2 Employer to discuss change

- (a) The Employer will discuss with the Employees affected and their representatives (if any) the introduction of the changes referred to in clause 11.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 11.1.
- (c) For the purposes of such discussion, the Employer must provide in writing to the Employees concerned and their representatives (if any) all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that the Employer is required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

12. DISPUTE RESOLUTION

12.1 In the event of a dispute in relation to any matter arising under this Agreement, or a dispute in relation to the NES, the agreed dispute resolution procedure is:

Step 1: The parties to the dispute will attempt to genuinely resolve the dispute at the workplace level by discussions between the Employee(s) concerned and the relevant Supervisor/Manager. If this does not resolve the dispute, the Employee(s) concerned and more senior levels of management will attempt to genuinely resolve the dispute by discussions.

Step 2: If the dispute is unable to be resolved at the workplace, the dispute may be referred by either party to mediation or other alternative dispute resolution process to be conducted by a person agreed between the parties in dispute. If the parties cannot agree on a mediator, Fair Work Australia (FWA) will be used.

Step 3: If the mediation is unsuccessful, a party to the dispute may apply to have the matter arbitrated. The arbitration is to be conducted by a person agreed between the parties in dispute. If the parties cannot agree on an arbitrator, FWA will be used.

If FWA arbitrates this dispute, it may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

The decision of the arbitrator will bind the parties, subject to either party exercising a right of appeal against the decision to the Full Bench if the dispute has been arbitrated by FWA.

12.2 The dispute resolution procedure will not apply to any matters relating to the actual or threatened termination of employment of an Employee unless the parties agree.

12.3 While the dispute resolution procedure is being conducted, work will continue as normal unless the Employer or an Employee has a reasonable concern about an imminent risk to the Employee's health or safety.

12.4 The parties may appoint another person, organisation or association to accompany or represent them in relation to the dispute.

12.5 The term "party" or "parties" referred to in this clause means the Employer and/or the Employee(s) as the context requires.

12.6 For the avoidance of doubt, the *Commercial Arbitration Act 1984 (NSW)* is excluded.

PART 3 – ENGAGEMENT

13. ENGAGEMENT

13.1 At the time of engagement the Employer will inform the Employee whether they are employed on a full-time, part-time, casual or fixed term basis. The Employer may direct an Employee to carry out such duties that are within the limits of the Employee's skill, competency and training, consistent with the respective classifications.

13.2 The Employer has services throughout the Sydney, Illawarra and Shoalhaven areas and Employees may be required to transfer to another location, within reason, depending upon operational requirements.

14. EMPLOYMENT SCREENING

14.1 The Employee will participate in all relevant employment screening legally required to be undertaken by the Employer in accordance with the Employer's policies and at law, such screenings include Work Rights in Australia Check, National Criminal Record Check and Working with Children Check. The Employer will meet the costs of any renewal checks required by an Employee for ongoing employment.

14.2 The Employee will disclose to the Employer all things that may or could impair the Employee's position of trust and integrity including any criminal convictions or charges that could or may be relevant to the Employee's employment.

- 14.3 An Employee must also disclose to the Employer the placement of restrictions on a visa, the removal of work rights or the approval of a residency or citizenship application. An Employee is also responsible for ensuring that they work in accordance with their visa restrictions (eg. not to work more hours than 20 hours if on a student visa).
- 14.4 Failure to immediately notify of the withdrawal of the right to work in Australia or criminal convictions or charges may amount to serious misconduct.

15. PROBATION & QUALIFYING PERIOD

- 15.1 Employees (other than casual Employees) will be on probation for the first three months of employment for the purpose of determining the Employee's suitability for ongoing employment.
- 15.2 The Employer may specify in writing in advance a longer period of probation depending on the nature and circumstances of the Employee's role with the Employer up to a maximum of 6 months'.
- 15.3 At any time during the probationary period, the Employer or the Employee can terminate the employment by giving one day's notice.
- 15.4 Employees who change from casual or fixed term to part-time or full-time employment, or who apply for and are appointed to another position with the Employer, will be required to serve a probationary period for the first three months of such appointment for the purpose of determining the Employee's suitability in the new position. Subclause 15.3 does not apply in these circumstances. In the event of termination by either party, the notice periods outlined in Clause 48 applies.
- 15.5 Employees are also required to serve a qualifying period of employment for the first six months of engagement under the Act during which time they are not protected from unfair dismissal.

16. EMPLOYMENT CATEGORIES

- 16.1 Employees under this Agreement will be employed in one of the following categories:

- (a) Full-time
- (b) Part-time
- (c) Casual
- (d) Fixed Term

16.2 Full-Time Employment

- (a) A full-time Employee is one engaged as such and whose ordinary hours of work average 38 hours per week or an average of 38 hours per week over a 4 week period.
- (c) A full-time Employee will be paid a minimum of four hours pay for each engagement.
- (b) Full-time Employees will have the benefit of all of the other entitlements set out in this Agreement.

16.3 Part-Time Employment

- (a) A part-time Employee is one engaged to work for a specified number of hours, which are less than those prescribed for a full-time Employee.
- (b) A part-time Employee will be paid a minimum of two hours pay for each engagement, except for Employees working in community care who will receive a minimum of one hour for each engagement.
- (c) A part-time Employee will accrue entitlements provided for in this Agreement on a pro-rata basis in the same proportion as their ordinary hours of work bear to full-time hours.

16.4 Casual Employment

- (a) A casual Employee is an Employee engaged on an hourly basis as and when required.
- (b) Subject to sub-clause (c) below, a casual Employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the Employee's classification plus a casual loading for all hours worked applying as follows from the first pay period on or after:
 - 1 July 2010 – 20.34%
 - 1 July 2011 – 21.50%
 - 1 July 2012 – 22.67%

- (c) Where it is expressly stated in this Agreement that overtime, weekend payments and public holiday payments are to be made to casual Employees, such payments will be taken to be inclusive of and not in addition to the casual loading referred to in this sub-clause.
- (d) A casual Employee is entitled to overtime payment only when a casual works in excess of 76 hours per fortnight. Overtime will be paid in accordance with Clause 36 - Overtime.
- (e) Having consideration to the health and safety of a casual Employee, the shift length or hours of work per day will not ordinarily be more than 12 hours per day.
- (f) A casual Employee will be paid a minimum of two hours pay for each engagement, except for Employees working in community care who will receive a minimum of one hour for each engagement.
- (g) Where a shift of a casual community care Employee is cancelled providing at least 3 hours notice, subclause (f) does not apply.
- (h) Casual Employees will have the benefit of all of the other entitlements set out in this Agreement on a pro-rata basis in the same proportion as their ordinary hours of work bear to full-time hours.
- (i) Clause 40 - Rosters; Clause 42 - Annual Leave do not apply to casual Employees.

16.5 Fixed Term Employment

- (a) A fixed term Employee is an Employee engaged for a fixed term, on either a part-time or full-time basis.
- (b) The Employer may employ fixed term Employees where such employment is necessary to meet the genuine operational requirements of the Employer, including:
 - (i) the temporary replacement of Employees
 - (ii) limited term funding arrangements (excluding normal year to year recurrent funding arrangements)
 - (iii) changing service requirements
 - (iv) trial of a new position
 - (v) the temporary provision of specialist skills.
- (c) A fixed term Employee is not entitled to redundancy.

17. ANNUAL REVIEW OF HOURS

17.1 Part-time Employees

- (a) A part-time Employee, other than a community care Employee, may request the Employer to review their hours of work once each year. Where the Employee is regularly working more than their specified contracted hours at the request of the Employer, the contract hours may be reasonably adjusted by the Employer taking into account the following:
 - (i) The operational requirements of the Employer such as fluctuating client or bed numbers or funding arrangements
 - (ii) The pattern of hours
 - (iii) Whether the increase in hours is as the direct result of an Employee being absent on leave
 - (iv) Whether the increase in hours is due to a temporary increase in hours, for example because of the specific needs of a client or service.
- (b) The need to review the minimum hours will be initiated by the Employee in writing, based on their period of employment and their desire to have the contracted hours reviewed.

17.2 Casual Employees

- (a) A casual Employee who has worked on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
 - (i) On a full-time basis where the Employee has worked on a full-time basis throughout the period of casual employment; or
 - (ii) On a part-time basis where the Employee has worked on a part-time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the Employer and Employee.
- (b) The Employer may consent to or refuse the request, but must not unreasonably withhold agreement to such a request taking into account the following:
 - (i) The operational requirements of the Employer such as fluctuating client or bed numbers, or funding arrangements
 - (ii) The pattern of hours

- (iii) Whether the increase in hours is as the direct result of an Employee being absent on leave
- (iv) Whether the increase in hours is due to a temporary increase in hours, for example because of the specific needs of a client or service.

18. LABOUR FLEXIBILITY AND MIXED FUNCTIONS

- 18.1 The Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training.
- 18.2 The Employer may direct an Employee to carry out such duties and use such tools and equipment as may be required, provided the Employee possesses the relevant skills and competence to perform such tasks. Where the Employee does not possess such skills and competence, appropriate training will be facilitated.

19. FLEXIBLE WORK ARRANGEMENTS

- 19.1 To support the need for flexibility for Employees in their working arrangements, Employees may be engaged to work up to 76 hours per fortnight for duties across two or more different locations or services with the Employer. This arrangement must be at the request of the Employee and would be subject to the following conditions:
- (a) The arrangement must be in writing and agreed to by the Employee and the Employer, either in the initial engagement letter or a letter to amend conditions of employment;
 - (b) The Employee must advise the Employer if their hours under the two or more engagements exceed 76 hours per fortnight in total; and
 - (c) The arrangement must take into account clauses relating to minimum breaks between shifts, maximum ordinary hours of work and breaks.

19.2 Under this arrangement, overtime will only be payable if the Employee works more than 76 hours per fortnight.

PART 4 - WAGES AND RELATED MATTERS

20. WAGES

- 20.1 The base rates of pay in the appropriate employment classification for full-time Employees, permanent part-time Employees and casual Employees will be the hourly rates of pay set out in Column 1 of Table 1 of Schedule B to this Agreement and will increase to the amounts and from the dates specified in Column 2 of Table 1 and Column 3 of Table 1 respectively.
- 20.2 The other entitlements set out in Column 1 of Table 2 of Schedule B to this Agreement will increase to the amounts and from the date specified in Column 2 of Table 2 and Column 3 of Table 2 respectively.
- 20.3 In addition, casual Employees will be paid a casual loading outlined in 16.4(b). Where it is expressly stated in this Agreement that overtime, weekend payments and public holiday payments are to be made to casual Employees, such payments will be taken to be inclusive of and not in addition to the casual loading referred to in this sub-clause.

21. PROGRESSION THROUGH PAY POINTS

- 21.1 Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point, or in the case of a part-time or casual employee 1824 hours of experience, having regard to the acquisition and use of skill described in the definitions contained in Schedule B - Classification Definitions and knowledge gained through experience in the practice settings over such a period.
- 21.2 The Employer will recognise experience with another Employer upon proof of such documentary evidence of other previous relevant experience acceptable by the Employer. This evidence, in the absence of other reasonable obtainable evidence, may take the form of a statutory declaration. The Employer will notify the Employee of this requirement upon commencement and pay at the relevant pay point from the date such proof is provided.

22. TRANSLATION INTO NEW STRUCTURE

- 22.1 All existing Employees will be translated to the appropriate Employment Classifications as outlined in Schedule A. A translation table is outlined in Schedule C.
- 22.2 The Employer will abide by the principle of salary maintenance. That is, no Employee covered by this Agreement will incur any salary loss to their base rate of pay as a result of their translation to the revised Employment Classification.

23. PAYMENT OF WAGES

- 23.1 Wages will be paid fortnightly by electronic transfer into the account with a bank or other financial institution in New South Wales as nominated by the Employee. Wages will be deposited by the Employer in sufficient time to ensure that wages are available for withdrawal by Employees by the close of business on pay day. Where the wages are not available to the Employee by such time due to circumstances beyond the Employer's control, the Employer will not be held accountable for such delay.
- 23.2 Errors or underpayments will be corrected within two business days following notification to the pay office, unless otherwise agreed in writing between the Employer and Employee. Where the error or underpayment is the result of the Employee not providing sufficient information and/or documentation in time for pay office processing, then the error or underpayment will be processed in the following pay cycle. Provided that in situations of financial hardship suffered by an Employee, the Employer will take all reasonable steps to correct any errors or underpayments as soon as practicable.
- 23.3 Where the services of an Employee are terminated with due notice, all monies owing will be paid upon cessation of employment, but in the case of termination without due notice, within three working days.
- 23.4 Subject to Clause 26, where the Employer has overpaid an Employee, the Employer will notify the Employee in writing of such overpayment and how such overpayment has occurred, including provision of calculations where requested by the Employee.. The Employer will consult with the Employee as to how and by what method such overpayment is to be repaid. This sub-clause authorises the use of deductions from wages for the purpose of such recovery. All such deductions from wages must be authorised in writing by the Employee.

24. SALARY PACKAGING

- 24.1 The Employer has made salary packaging arrangements available for those Employees who wish to take advantage of the benefits.
- 24.2 Employees (except casual Employees, fixed term Employees on short term contracts, or Employees on working visa) are able to package and structure their remuneration in accordance with the Employer's salary packaging policy.
- 24.3 If existing taxation law is changed and that change impacts salary packaging arrangements, the Employer may decide to discontinue the arrangements.
- 24.4 The Employer will give at least three months' written notice of any change or cancellation to the salary packaging arrangements.

25. SUPERANNUATION

- 25.1 The Employer will make superannuation contributions to an approved complying superannuation fund nominated by the Employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.
- 25.2 Should an Employee fail to nominate a fund, the Employer will make superannuation contributions into the Employer's default fund: HESTA Super Fund.
- 25.3 The Employer supports those Employees who wish to make voluntary contributions to superannuation. Employees may contribute an agreed portion or an agreed amount of their pre-tax salary to their nominated superannuation fund.

26. SALARY ADJUSTMENTS

On termination, the Employer may withhold from any payment due to the Employee any amount owed by the Employee to the Employer. The Employer will notify the Employee in writing of the amount owed and the recovery process.

27. ALLOWANCES

27.1 In Charge Allowance

- (a) A registered nurse who is designated by the Employer to be in charge of a residential service will be paid the allowance set out in Item 1 or 2 of Schedule B, Table 2 where applicable.
- (b) This sub-clause will not apply to Registered nurse levels 4, 5 and 6.

27.2 Vehicle/Travelling & Time Allowances

(a) Vehicle/Travelling Allowance

- (i) Subject to the Employer being satisfied that the Employee has incurred such expenses:
 - (A) where an Employee is called upon and agrees to use his or her private vehicle for work-related travel, the Employee will be paid the allowance set out in Item 7 of Schedule B; or
 - (B) where an Employee is required to use public transport for work-related travel, the Employee is to be reimbursed the actual expenses reasonably incurred for such travel.
- (ii) Subject to sub-clause (iii) below, this payment excludes travel from the Employee's home to the first place of work and return to home at the end of duties.
- (iii)
 - (A) For community care employees and subject to sub-clause (B) below, if the distance between the Employee's home and their first and/or last place of work is greater than 15kms, then the Employee will receive the allowance for every kilometre travelled in excess of 15kms.
 - (B) Where the distance between the Employee's home and their first and/or last place of work is greater than 15kms **and** the Employee lives more than 15kms from the relevant community care service, the allowance will only be paid for excess kilometres where the distance travelled from the relevant community care service (or other agreed central point) to the first and/or last client is greater than 15kms.

(b) Travel Time Allowance

- (i) Where community care employees are rostered to work with consecutive clients, they will be paid for the time taken to travel between locations at the rate of 3% of the ordinary pay per hour per kilometre travelled, excluding travel from the Employee's home to the first place of work and return to home at the cessation of duties; provided that this payment will not be made if the Employee is being paid at the hourly rate of pay for the time between consecutive clients. An Employee who is paid the hourly rate of pay for time travelled between consecutive clients will not then be paid the travel time allowance if the overall salary of the Employee provides a less advantageous outcome.
- (ii) Where subclause (i) above applies, the Employee will accrue towards leave entitlements for time taken to travel between locations, excluding travel from the Employee's home to the first place of work and return to home at the cessation of duties, up to the maximum entitlement for a full-time Employee.

27.3 Uniforms Allowance

- (a) Subject to sub-clause (c), where an Employee is required by the Employer to wear a uniform or overalls, they will be supplied free of cost. An Employee to whom a new uniform or part of a uniform has been supplied by the Employer, who fails to return it, will not be entitled to have such article replaced without payment for it at a reasonable price, in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
- (b) Upon termination, an Employee will return any uniform (including identification badges) or part thereof supplied by the Employer, which is still in use by the Employee, immediately prior to leaving.
- (c) In lieu of supplying a uniform or part thereof to an Employee required to wear it, the Employer will pay the Employee the weekly allowance set out in Item 4 of Table 2 of Schedule B to this Agreement.
- (d) Where an Employee is required by the Employer to wear a uniform and the uniforms are not laundered at the expense of the Employer, the sum per week set out in Item 5 of Table 2 of Schedule B to this Agreement will be paid to the Employee, provided that the payment of such laundry allowance will not be paid on any leave.
- (e) An Employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

27.4 Sleepovers Allowance

- (a) A sleepover means sleeping in at night for a period of 8 to 10 hours in order to be on call and available for emergencies. An emergency is any unplanned occurrence or event requiring prompt action.
- (b) Employees (other than Nursing Assistants, Enrolled Nurses and Registered Nurses) may be required to sleepover. Nursing Assistants, Enrolled Nurses and Registered Nurses may undertake sleepovers by agreement.
- (c) A sleepover may be rostered to commence immediately at the conclusion of the Employee's shift and continuous with that shift; and/or immediately prior to the Employee's shift and continuous with that shift, and not otherwise.
- (d) For each sleepover, Employees will be provided with:
 - (i) free board and lodging; and
 - (ii) a separate room with a bed and use of staff facilities or client facilities where applicable.
- (e) An Employee undertaking a sleepover:
 - (i) is entitled to a sleepover allowance equivalent to three (3) hours of the Employee's base rate of pay. Such payment is compensation for the sleepover and for all necessary work up to one hour duration during the sleepover period;
 - (ii) will be entitled to overtime in accordance with this Agreement for all hours worked in excess of one hour during a sleepover;
 - (iii) must not be required to sleepover during any part of their days off and/or their ADOs.
- (f) When calculating the appropriate shift penalty, pursuant to Clause 38 - Shift and Weekend Work, the hours worked prior to the sleepover will be treated separately to the hours worked after the sleepover.

27.5 On Call Allowance

- (a) An Employee who is required to be on call to make themselves ready and available to return to work at short notice whilst off duty, will be paid the allowance, for each period of 24 hours or part thereof, set out in Item 6 of Table 2 of Schedule B to this Agreement.
- (b) An Employee who is directed to remain on call during a meal break will be paid the on call during meal break allowance set out in Item 6 of Table 2 of Schedule B to this Agreement, provided that no allowance will be paid if, during a period of 24 hours, including such period of on call, the Employee is entitled to receive the allowance prescribed in sub-clause (a).
- (c) Where an Employee on call in accordance with sub-clause (a), leaves the service and is recalled to duty, she or he will be reimbursed all reasonable fares and expenses actually incurred. Where in these circumstances the Employee elects to use his or her own vehicle the Employee will be paid the per kilometre allowance set out in Item 3 of Table 2 of Schedule B to this Agreement.
- (d) This sub-clause does not apply to Registered nurse levels 4, 5 and 6 or Community Service Coordinator Levels 4 and 5.

27.6 Continuing Education Allowance

- (a) An Employee who has completed a higher education qualification, that is additional to the qualifications relevant for registration or enrolment, will be paid the allowances in Table 2 of Schedule B subject to the following:

Classification	Qualifications	Allowance
Registered Nurse	Post-Graduate Certificate in a clinical field (not a hospital certificate)	Item 8 in Table 2, Schedule B
Registered Nurse	Post-Graduate Diploma or Degree in a clinical field (not nursing undergraduate)	Item 9 in Table 2, Schedule B
Enrolled Nurse	Certificate IV Qualification in a clinical field (unless this upgrades the qualification leading to enrolment)	Item 10 in Table 2, Schedule B

- (b) Indicative fields of post graduate training include but are not limited to aged care, continence, gerontology, dementia care, community psychiatric, mental health/psychiatric nurse practice, psycho-geriatric nursing/mental health for older persons, palliative care, wound management, infection control, advanced nursing practice and rehabilitation.
- (c) The Employer must accept that the qualification is directly relevant to the competency and skills used by the Employee in the duties of their position.
- (d) An Employee is only entitled to one allowance, being the allowance of the highest monetary value.
- (e) An Employee must provide evidence to the Employer that they hold that qualification and the Employer will pay the allowance from the date such evidence is provided.
- (f) The allowance is not included in the Employee's base rate of pay.
- (g) Part-time and casual Employees are entitled to the allowance on a pro-rata basis.
- (h) This clause applies to Enrolled Nurses and Registered Nurses, but does not apply to the following classifications:
 - (i) Registered nurse levels 2 and 3;
 - (ii) Registered nurse levels 4, 5 and 6 unless it is demonstrated to the satisfaction of the Employer that more than 50% of the Employee's time is spent doing clinical work.

27.7 Higher Duties Allowance

- (a) An employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:
- (i) the time so worked for two hours or less; or
 - (ii) a full day or shift where the time so worked exceeds two hours.
- (b) Higher duties allowance does not apply to Registered nurse levels 4, 5 and 6, and Community Service Coordinator levels 4 and 5.

PART 5 – HOURS AND RELATED MATTERS

28. ORDINARY HOURS OF WORK

- 28.1 The ordinary hours of work for a full-time Employee will be an average of 76 hours per fortnight or 152 hours over 28 days.
- 28.2 The shift length or hours of work per day will be a maximum of 10 hours (exclusive of meal breaks), provided that by agreement, Employees may work up to 12 hours on a shift. Employees cannot be coerced into working 12 hour shifts.
- 28.3 The hours of work on any day will be continuous except for meal breaks or broken shifts.

29. ARRANGEMENT OF HOURS

- 29.1 Employees (other than casuals) are entitled to be free from duty on four full days in each fortnight or two full days in a week. Every effort will be made for these days to be consecutive unless otherwise agreed.
- 29.2 Employees must not work more than seven consecutive days.
- 29.3 At the request of the Employee, the Employer and Employee may agree to alter the arrangement of hours (including but not limited to shift swapping).

30. SPAN OF HOURS

- 30.1 The ordinary hours of work for a day worker will be between 6.00am and 7.00pm Monday to Friday.
- 30.2 A shiftworker is an Employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in sub-clause 30.1.

31. MINIMUM BREAKS BETWEEN SHIFTS

- 31.1 Unless otherwise agreed, Employees must receive a minimum break of eight (8) hours between shifts, or ten (10) hours between broken shifts, rostered on consecutive days.
- 31.2 Where the Employee has not been provided with the appropriate breaks between shifts and the Employee's next rostered shift is due to commence, the Employee will be released either before the end of the current shift or the start of the following shift so they have the appropriate break without loss of pay.

32. BREAKS

32.1 Rest Breaks

- (a) Employees are entitled to a paid rest break depending on the length of their shift as follows:

Shift Length	Entitlement
Less than 4 hours	No break
4 but less than 7.6 hours	1 x 10 min break
7.6 hours or more	2 x 10 min breaks; or 1 x 20 min break if agreed to by the Employer

- (b) Alternative rest break arrangements can be made where agreed to by the Employer and Employee.
- (c) Rest breaks will count as time worked.

32.2 Meal Breaks

- (a) An Employee who works in excess of five (5) hours will be entitled to an unpaid meal break of 30 minutes. The Employer can require an Employee to take a meal break of up to 60 minutes. Meal breaks will not count as time worked.
- (b) Where the Employer and Employee agree, the Employee may work up to six (6) hours continuously before taking the meal break. An Employee cannot be coerced into this arrangement.
- (c) Employees engaged in community care may be rostered to have a paid 20-minute break in the place of the meal break where they are required to remain with a client during such break.
- (d) Where an Employee is required by the Employer to remain available during a meal break, the Employee will be paid an on call during meal break allowance, set out in Item 11 of Table 2 of Schedule B to this Agreement.

32.3 Meals during overtime

- (a) The Employer must provide the Employee with either a meal or a meal allowance (set out in Items 12, 13 and 14 of Schedule B) if the Employee is required to work overtime for more than two hours and such overtime goes beyond:
 - (i) 7.00am on a nightshift
 - (ii) 1.00pm on an early morning shift, morning shift or day shift
 - (iii) 6.00pm on an afternoon shift
- (b) This sub-clause does not apply where the Employee works an extension of ordinary hours.

33. ACCRUED DAYS OFF (ADOS)

- 33.1 The Employer may provide the opportunity for full-time Employees to access Accrued Days Off (ADOs) by accruing:
 - (a) 0.4 of an hour for every eight hours worked per day; or
 - (b) 0.5 of an hour for every ten hours worked per day.
- 33.2 The Employee will be entitled to up to 12 ADOs each year.
- 33.3 The Employer will grant an ADO at a time requested by the Employee and having regard to the operational needs of the Employer.
- 33.4 Where possible and by mutual agreement:
 - (a) The ADO will be consecutive with the days not rostered for duty (but will not be rostered on public holidays);
 - (b) The ADO must be taken as one whole day and not a part thereof, preferably one ADO per month;
 - (c) No more than five (5) ADOs may be accumulated and may be taken in conjunction with the Employee's annual leave or at another agreed time.
- 33.5 The Employer values its Employees' work-life balance and encourages Employees to use ADOs for the purposes of rest and recreational pursuits. The Employer may direct the Employee to take an ADO when five ADOs are accrued.
- 33.6 Credit towards an ADO will accrue on ordinary hours on the following types of paid leave:
 - (a) Personal/carer's leave
 - (b) Public holidays
 - (c) Additional annual leave
 - (d) Compassionate leave
 - (e) Study leave.

33.7 The following types of leave or absences **do not** accrue towards ADOs:

- (a) ADO
- (b) Annual leave (the first four weeks)
- (c) Long service leave
- (d) Purchased additional leave
- (e) Paid and unpaid parental leave
- (f) Unpaid personal/carer's leave
- (g) Leave without pay
- (h) Workers compensation.

33.8 An Employee will be paid for any accumulated ADOs, at their base rate of pay, on the termination of their employment for any reason.

34. BROKEN SHIFTS

34.1 A "broken shift" means a single shift worked by an Employee that includes one but not more than three breaks in excess of one hour.

34.2 The time between the commencement and termination of the broken shift must not exceed 12 hours.

34.3 Where broken shifts are worked, Employees will be paid the allowance (set out in Item 15, Table 2 of Schedule B) and weekend and shift penalties (determined by the commencing time of the broken shift).

34.4 If the Employee works more than 12 hours, they will be paid double time for hours worked after the first 12 hours.

34.5 An Employee may agree to work broken shifts at any time.

34.6 The Employer may require an Employee to work broken shifts in the following circumstances:

- (a) in community care work; or
- (b) in an emergency – including staff absence; or
- (c) during a continuous period of up to 4 weeks.

34.7 Where an Employee has served a period of broken shifts other than in an emergency, the Employee will not be required to serve a further period on broken shifts until he or she has been off broken shifts for a period equivalent to the previous period on broken shifts.

34.8 An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

35. REASONABLE ADDITIONAL HOURS

35.1 The operational requirements of the Employer will, on occasion, require some Employees to work reasonable additional hours.

35.2 All hours worked over an average of 76 ordinary hours per fortnight will be additional hours.

35.3 All hours worked by part-time Employees beyond their contracted number of hours will be additional hours for the purpose of this clause.

35.4 All additional hours worked by the Employee and approved by the Employer will be paid in accordance with this Agreement.

- 35.5 An Employee is required to work the additional hours unless they are unreasonable taking into account:
- (a) any risk to Employee health and safety that might reasonably be expected to arise if the Employee worked the additional hours;
 - (b) the Employee's personal circumstances including any family responsibilities;
 - (c) the operational requirements of the workplace;
 - (d) the notice (if any) given by the Employer of the additional hours and by the Employee of his or her intention to refuse it;
 - (e) whether any of the additional hours are on a public holiday; and
 - (f) the Employee's hours of work over the 4 weeks ending immediately before the Employee is required or requested to work the additional hours.

36. OVERTIME

36.1 All overtime must be agreed to by the Employer prior to such overtime being worked.

36.2 Overtime penalty rates

All overtime hours worked by Employees outside the ordinary hours will be paid at their base rate of pay as follows:

Day	Penalty
Monday to Saturday (inclusive)	Time and one-half (150%) for first two hours and then double time (200%)
Sunday	Double time (200%)
Public Holidays	Double time and one-half (250%)

36.3 Casual Employees

Casual Employees will be entitled to overtime for hours in excess of 76 hours per fortnight. The payments for overtime are inclusive of the casual loading.

36.4 Part-time Employees

Part-time Employees will be entitled to overtime for work in excess of 10 hours on a shift or over 76 hours per fortnight. Provided that where an arrangement is made in accordance with subclause 28.2, overtime applies after 12 hours.

36.5 Breaks between shifts

If an Employee is required and agrees to work without an appropriate 8 hour break between shifts (10 hours for broken shifts) will be paid overtime rates as set out in sub-clause 36.2.

36.6 Recalled to work

Employees who are recalled to work overtime after leaving the Employer's place of work must be paid:

- (a) A minimum of two hours at the applicable overtime rate (and Employees will not be required to work the full two hours if work is completed earlier, except in unforeseen circumstances); and
- (b) The lesser of the actual travel expenses incurred to return to work or the allowance set out in Item 3, Table 2 of Schedule B where the Employee elects to use the Employee's own vehicle.
- (c) This sub-clause does not apply to broken shifts.

36.7 For the purposes of assessing overtime:

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

37. SHIFT AND WEEKEND WORK

37.1 Shift penalties

- (a) This sub-clause applies to Employees where their rostered shift commences prior to 6.00am or finish after 7.00pm, Monday to Friday inclusive.
- (b) Employees are entitled to the following penalties calculated on their base rate of pay for shifts rostered:

Shift	Commencement Time	Penalty
Early morning shift	From 4.00am and before 6.00am	10%
Day Shift	From 6.00am and before 10.30am	None
Morning Shift	From 10.30am and before 1.00pm	10%
Afternoon Shift	From 1.00pm and before 4.00pm	12.5%
Night Shift	From 4.00pm and before 4.00am	15%

- (c) Casual Employees are entitled to the casual loading and the penalties above, where applicable.

37.2 Weekend penalties

- (a) Employees are entitled to the following weekend penalties calculated on their base rate of pay for ordinary hours worked on a weekend.

Day	Penalty
Saturday (midnight Friday to midnight Saturday)	Time and one-half (150%)
Sunday (midnight Saturday to midnight Sunday)	Time and three-quarters (175%)

- (b) Weekend penalties are paid instead of shift penalties and the casual loading, where applicable.

37.3 Where an Employee works hours which would entitle that Employee to payment for more than one of the penalties payable in accordance with the overtime, public holidays, shift and weekend penalties of this Agreement, only the highest of any such allowance will be payable.

38. PUBLIC HOLIDAYS

38.1 Employees are entitled to public holidays provided in the NES.

38.2 For the purposes of the NES, the following are public holidays:

- New Year's Day
- Australia Day
- Good Friday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Christmas Day
- Boxing Day
- Any other day (such as Easter Saturday and Labour Day), duly proclaimed and observed as a public holiday within the area in which the service is located.

38.3 The Employer and the majority of Employees at each service may, by agreement, substitute another day for a public holiday.

39.4 The Employer operates residential aged and community care services. The parties acknowledge that the nature of the work performed by the Employee, the type of employment and the nature of the Employer's business will require some Employees to work on Public Holidays.

38.5 Ordinarily, an Employee is entitled to a day off on a public holiday. However, an Employee who is required to and does work on any Public Holiday will be paid double time and a half (250%) of their base rate of pay for the hours worked. This amount is instead of all other applicable penalties and loadings (other than broken shift allowances).

38.6 Where an Employee whose ordinary working day falls on a public holiday and who is required by the Employer to work on that day wish to have the public holiday day off work, may, with the approval of the Employer, swap the day with another employee or take leave without pay. Under this arrangement, the Employee would not be entitled to any remuneration for the public holiday. This arrangement does not apply to public holidays falling within a period of annual leave.

39. ATTENDANCE AT MEETINGS

39.1 If the Employer requires an Employee to attend a meeting outside their ordinary hours of work, the Employee is entitled to payment at their base rate of pay including any applicable shift/weekend penalties in accordance with Clause 37.

39.2 Any time spent attending meetings will not be viewed as overtime for the purposes of this Agreement.

40. ROSTERS

40.1 At least two weeks' prior to the start of the roster period, the ordinary hours of work for shift workers (excluding casual or relieving Employees) will be:

- (a) displayed on a roster in a place accessible to Employees; or
- (b) for community care employees communicated in person, by mail or by electronic means (including telephone, facsimile, Portal, sms, or email).

40.2 The roster is also to include Employees on accrued days off or on sleepovers.

40.3 The Employer may alter and communicate any changes in the roster at any time if there is a genuine need, such as unplanned Employee absences, emergencies, or due to an event which alters staffing level requirements.

40.4 Where a community care client cancels, the Employee:

- (a) will be entitled to receive payment for their minimum specified hours in that pay period; and
- (b) may be required by the Employer to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other community care clients or otherwise in a residential care service.

40.5 (a) Where the Employer is unable to meet the minimum specified hours of a permanent community care employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures will be followed in the sequence provided:

- (i) work will be re-allocated from casual Employees to the permanent Employee; or
 - (ii) hours will be reallocated from another Employee who is working hours additional to their minimum specified hours; or
 - (iii) where the Employee agrees, the Employee may have access to annual or long service leave; or
 - (iv) the Employee may be stood down by the Employer in accordance with s524 the Act.
- (b) If after six weeks or where the Employer and Employee agree, the Employee will be entitled to Redundancy.
- (c) The Employer and Employee may also agree on a period of leave without pay.

PART 6 – LEAVE

41. LEAVE ENTITLEMENTS

- 41.1 Employees are entitled to leave provided in the NES.
- 41.2 For all periods of authorised paid leave, Employees are entitled to be paid their base rate of pay.
- 41.3 Casual Employees have no entitlement to leave other than unpaid personal/carer's leave, long service leave and, for eligible casual Employees, unpaid parental leave.

42. ANNUAL LEAVE

42.1 Annual leave

Full-time and part-time Employees are entitled to accrue an amount of paid annual leave equivalent to four weeks leave per year or pro-rata. Such leave is to be taken at a time that is mutually agreeable between the Employee and the Employer.

42.2 Additional Annual Leave

(a) Shift Worker

- (i) A Shift Worker is entitled to accrue an additional 1 week of paid annual leave in accordance with the NES, for each completed 12 month period of continuous service with the employer.
- (ii) For the purpose of the additional week's annual leave provided by the NES, a shiftworker is defined as an employee who:
- (A) is regularly rostered over seven days of the week; and
 - (B) regularly works on weekends.
- (iii) The additional paid annual leave set out in this sub-clause is not cumulative upon the additional paid annual leave set out in the next sub-clause 42.2(b). The entitlement set out in this sub-clause shall only apply in the event that it provides a more favourable outcome for the employee and, if it does, then sub-clause 42.2(b) will not apply.

(b) Counter Leave

- (i) Full-time employees and permanent part-time employees who are rostered to work their ordinary hours on Sundays and/or public holidays shall be entitled to receive additional paid annual leave if, during each 12 month period of continuous service the employee has worked:

	Full-time Employees	Permanent Part-time Employees
3 shifts or less	Nil	Nil
4 - 10 shifts	1 day	0.2 weeks
11 - 17 shifts	2 days	0.4 weeks
18 - 24 shifts	3 days	0.6 weeks
25 - 31 shifts	4 days	0.8 weeks
32 or more shifts	5 days	1 week

- (ii) Provided that an employee is entitled to counter leave by virtue of sub-clause (i) above, may elect to be paid an amount equivalent to the value of their counter leave entitlement in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (iii) The additional paid annual leave set out in this sub-clause is not cumulative upon the additional paid annual leave set out in the previous sub-clause 42.2(a). The entitlement set out in this sub-clause will only apply in the event that it provides a more favourable outcome for the employee and, if it does, then sub-clause 42.2(a) will not apply.

42.3 **Payment for annual leave**

- (a) An Employee going on leave may elect to be paid:
 - (i) prior to commencing such leave; or
 - (ii) through normal fortnightly pay.
- (b) Once the Employee has commenced their leave, they cannot change their election outlined in sub-clause (a) unless the Employer agrees.

42.4 **Annual leave loading**

- (a) Where applicable and subject to subclause (b), Employees will be paid the higher of:
 - (i) an annual leave loading of 17.5% on base rate of pay; or
 - (ii) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.
- (b) The base salary of a Registered Nurse Level 4, 5 and 6, and a Community Service Coordinator is inclusive of compensation for annual leave loading. An Employee instead wishing to be paid annual leave loading on annual leave, must specify in writing to this effect. The base salary of the Employee will then be reduced by 1.35% and leave loading payable on all subsequent accrued annual leave.
- (c) The above loading and penalties are not payable on additional annual leave or purchased additional leave under this Agreement.

42.5 **Payment of annual leave on termination**

- (a) On the termination of their employment, an Employee will be paid their untaken annual leave.
- (b) Except where the Employee's employment is terminated for misconduct, annual leave loading is payable on termination (including resignation) of an Employee's employment. Weekend and shift penalties are not payable on termination (including resignation) for any reason.

42.6 **Directing Employees off on annual leave**

- (a) The Employer may direct an Employee to take annual leave:
 - (i) where more than eight weeks' leave is accrued; or
 - (ii) during close down periods for all or any part of the Employer's services.
- (b) Where an Employee does not have enough accumulated leave to take in accordance with sub-clause (a) (ii) above, the Employee will be required to take the balance as leave without pay.

42.7 **Cashing out of Annual Leave**

- (a) Annual leave credited to an Employee may be cashed out, subject to the following conditions:
 - (i) the Employee must, on each separate occasion, elect in writing to receive pay in lieu of an amount of annual leave;
 - (ii) the maximum amount of annual leave that the Employee can forgo in any 12 month period must not exceed two weeks;
 - (iii) the Employee must retain the equivalent of four weeks' of their annual leave balance;
 - (iii) the Employer has agreed to the Employee cashing out the annual leave; and
 - (iv) the payment in lieu of the amount of annual leave will be at a rate that is no less than the Employee's ordinary pay at the time that the election is made.

- (b) By agreement in writing between the Employer and an Employee, any and all annual leave accrued to that Employee prior to 27 March 2006 may be paid out by the Employer in lieu of the Employee taking such annual leave.

42.8 **Purchasing Additional Leave**

- (a) The Employer may offer full-time and part-time Employees the opportunity to purchase up to an additional two weeks' of paid leave each year. Under such an agreement an Employee may access the additional leave in exchange for a reduction in salary of 1.92% for each week of leave purchased.
- (b) An Employee wishing to purchase additional leave must elect in writing, at the beginning of each financial year (ie. 1 July each year), if they wish to purchase additional leave and, if so, whether the leave purchased will be one or two weeks.
- (c) Annual leave entitlements must be exhausted before the Employee's purchased leave will be accessed.
- (d) All purchased leave must be accessed over the 12 month period (ie. by 30 June each year). If any leave purchased is not used at the end of a 12 month period, or the Employee wishes to cease the arrangement, the foregone salary (if any) will be re-credited and paid out to the Employee.
- (e) Superannuation entitlements will be calculated on the pre-reduction salary. Annual leave loading and shift penalties do not apply to purchased leave.
- (f) Any overpayment of purchased leave may be withheld as a salary adjustment under Clause 26 of this Agreement.

43. **PERSONAL/CARER'S LEAVE**

43.1 Employees are entitled to personal/carer's leave provided in the NES.

43.2 Personal/Carer's Leave is either:

- (a) **sick leave** taken by an Employee because of a personal illness, or injury, of the Employee; or
- (b) **carer's leave** taken by an Employee to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.

43.3 **Paid personal/carer's leave**

Full-time and part-time Employees accrue an amount of paid personal/carer's leave equivalent to 10 days per year or pro-rata.

43.4 **Paid grandparent's leave**

- (a) Full-time and part-time Employees may take their accrued paid carer's leave as grandparent's leave to be taken as:
 - (i) one continuous period of up to 5 days within 6 weeks of the Employee's grandchild being born; and/or
 - (ii) up to 5 single days to provide care or support to their grandchild when the grandchild is ill or injured and requires care or where the grandchild's parent may be seriously ill, and the grandparent is required to help with the care and support of their grandchild.
- (b) The Employee cannot take more than 5 days paid grandparent's leave each year. The Employer may require the Employee to provide proof of their eligibility to take such leave.

43.5 Unpaid Carer's Leave

Employees are entitled to a period of up to 2 days unpaid carer's leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support during such a period because of:

- (a) a personal illness, or injury, of the member; or
- (b) an unexpected emergency affecting the member.

43.6 Medical Certificates

- (a) The Employer requires a medical certificate to be provided where an Employee is absent on personal/carers' leave for 2 or more days, or on the day before or after a public holiday. The Employer also reserves the right to request a medical certificate for any single day absences. Where it is not possible to produce a medical certificate, the Employer may accept a statutory declaration.
- (b) The Employer may also require medical certificates to be provided where an Employee is absent on carer's leave for single day absences. Where it is not possible to produce a medical certificate, the Employer may accept a statutory declaration.

44. COMPASSIONATE LEAVE

44.1 Employees are entitled to compassionate leave provided in the NES.

44.2 Employees (other than casual Employees) are entitled to two days of paid compassionate leave per occasion:

- (a) for the purposes of spending time with a person who is a member of the Employee's immediate family or a member of the Employee's household and who has a personal illness, or injury, that poses a serious threat to his/her life; or
- (b) after the death of a member of the Employee's immediate family or a member of the Employee's household.

44.3 Casual Employees are not entitled to paid compassionate leave but are entitled to unpaid leave.

44.4 Subject to service requirements, Employees requiring additional compassionate leave may utilise any other form of leave as appropriate or apply for leave without pay.

45. PARENTAL LEAVE

45.1 Unpaid Parental Leave

- (a) Employees are entitled to 52 weeks' unpaid parental leave in accordance with the NES.
- (b) Casual Employees have no entitlement to unpaid parental leave unless they are eligible casual Employees.
- (c) Parental leave comprises maternity leave, paternity leave and adoption leave.

45.2 Paid Parental Leave

Employees are entitled to paid parental leave in accordance with the Employer's *Parental Leave Policy*.

46. LONG SERVICE LEAVE

46.1 Employees are entitled to long service leave provided in the NES. This Agreement contains additional provisions.

46.2 Employees will access long service leave as follows:

Completed Years Of Continuous Service	Long Service Leave
Less than 7 years	Nil
7 years	6.06 weeks
10 years	Additional 2.6 weeks
15 years and each 5 years thereafter	Additional 4.33 weeks

46.3 Employees are entitled to take their long service leave on a pro rata basis after 7 years of continuous service.

46.4 When an Employee takes a period of long service leave, the Employer will pay the Employee their base rate of pay in respect of the period of leave.

46.5 Employees are required to give the Employer four weeks' written notice of their intention to take their long service leave entitlement. Long service leave will be taken as soon as practicable having regard to the needs of the service, or may be postponed to an agreed date subject to sub-clause 46.9.

46.6 Employees who have completed at least five years' service and less than seven years service will be entitled to pro rata long service leave where the Employee:

- (a) is terminated by the Employer for any reason other than serious and wilful misconduct; or
- (b) resigns from their employment on account of illness, incapacity or domestic or other pressing necessity and provides satisfactory proof; or
- (c) dies, provided that the monetary value of the leave not taken or which would have accrued to the Employee, is payable to the Employee's estate.

46.7 "Service" for the purpose of this clause will mean continuous service with the Employer and will not include any period of leave without pay, unpaid personal/carer's leave, unpaid parental leave.

46.8 Once an entitlement to long service leave is reached, the Employer will give to each Employee at least one month's notice of the date from which it is proposed that the Employee's long service leave will be given and taken. Long service leave will be taken as soon as practicable having regard to the needs of the workplace, or where the Employer and the Employee agree, such leave may be postponed to an agreed date, provided that an Employee will not be required to take long service leave until 10 years' continuous service.

46.9 Where the Employer and the Employee agree in writing that the taking of a period of leave be postponed at the request of an Employee to an agreed future date, the period of leave at the time of the agreement being made will, when taken or paid out in accordance with sub-clause 46.4, be paid at the rate applicable at the time of the agreement.

46.10 Subject to sub-clause 46.11, Employees previously covered by long service leave provisions or arrangements contained in an industrial instrument will have their long service leave accrued entitlement carried over but the accrual and access to long service leave entitlements from the date of transfer will be in accordance with this Agreement.

46.11 Employees previously covered by long service leave provisions under the Charitable Aged & Disability Care Services NAPSAs and who had at least 10 years' continuous service with the Employer at the commencement of this Agreement, will continue to accrue on the basis of 5 months' long service for each ten years' service after completing the initial 10 year period of service. Such accrual will continue during the life of this Agreement.

47. LEAVE WITHOUT PAY

47.1 Leave without pay will only be granted in exceptional circumstances in accordance with the Employer's Leave Policy and only when all accrued annual or long service leave has been exhausted. The requirements and circumstances for leave without pay must be discussed with, and approved in accordance with the Employer's policies.

47.2 Leave without pay will not count for the purpose of incremental progression, accruing long service leave, annual leave and personal/carer's leave, accrued day off, calculation of redundancy entitlements or the qualifying period for paid and unpaid parental leave.

PART 7 - OTHER PROVISIONS

48. TERMINATION OF EMPLOYMENT

48.1 Resignation

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

Employee	Notice
Registered nurse levels 4, 5 and 6 / Community Service Coordinator Levels 4 and 5	4 weeks'
Casual Employee	To the end of current shift
All other Employees	Two weeks'

48.2 Termination by the Employer

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

Employee's period of continuous' service	Notice for Employee > 45 years old	Notice for Employee 45 years old or more
Less than 1 year's service	1 week	1 week
One year but less than 2 years	2 weeks	2 weeks
2 years but less than 3 years	2 weeks'	3 weeks'
More than 3 years but not more than 5 years	3 weeks'	4 weeks'
More than 5 years	4 weeks'	5 weeks'

- (b) A Registered nurse level 4, 5 or 6 and Community Service Coordinator Level 4 or 5 is entitled to a minimum of 4 weeks' notice.
- (c) The Employer may terminate the employment of a casual Employee by giving notice to the end of the current shift worked.
- (d) The Employer may, without notice, summarily dismiss an Employee at any time for serious misconduct or wilful disobedience. Payment is up to the time of dismissal only.

48.3 Abandonment of Employment

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

49. REDUNDANCY

49.1 Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

49.2 Upon termination of the Employee's employment due to redundancy, the Employer will pay the Employee the following severance payment.

(a) The Employer will pay the Employee in accordance with the following scale:

Minimum Years of Service	Severance Pay under 45 years old	Severance Pay 45 years old and over
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks pay	5 weeks'
2 years and less than 3 years	7 weeks pay	8.75 weeks'
3 years and less than 4 years	10 weeks pay	12.5 weeks'
4 years and less than 5 years	12 weeks pay	15 weeks'
5 years and less than 6 years	14 weeks pay	17.5 weeks'
6 years and over	16 weeks pay	20 weeks'

(b) "Weeks pay" means the Employee's base rate of pay plus the following allowances (where applicable):

- (i) shift allowances as prescribed in sub-clauses 38.1 - Shift and Weekend Work;
- (ii) weekend penalties as prescribed in sub-clause 38.2 - Shift and Weekend Work;
- (iii) broken shift allowances as prescribed in clause 34 - Broken Shifts;
- (iv) sleepover allowances as prescribed in clause 27.4 – Sleepovers.

49.3 "Service" for the purpose of this clause will mean continuous service with the Employer and will not include any period of leave without pay, unpaid personal/carer's leave, unpaid parental leave.

50. WORKLOAD MANAGEMENT

50.1 The parties to this Agreement acknowledge that Employees and management have a responsibility to maintain a balanced workload and recognise the adverse affects that excessive workloads may have on Employee(s) and the quality of client care.

50.2 To ensure that Employee concerns involving excessive workloads are effectively dealt with by Management, the following procedures should be applied:

- (a) In the first instance, Employee(s) should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
- (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
- (c) If a solution still cannot be identified and implemented, the matter should be referred to the service manager for further discussion.
- (d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected Employees.

50.3 Workload management must be an agenda item at residential staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:

- (a) Clinical assessment of clients' needs;

- (b) The demand of the environment such as service layout;
- (c) Statutory obligation, (including, but not limited to, workplace health and safety legislation;
- (d) The requirements of nurse regulatory legislation;
- (e) Reasonable workloads;
- (f) Accreditation standards; and
- (g) Budgetary considerations.

50.4 If the issue is still unresolved, the Employee(s) may advance the matter through Clause 12 - Disputes Resolution. Arbitration of workload management issues may only occur by agreement of all parties.

51. TRAINING

51.1 Employees will be given on-going training as necessary, relevant to their roles and responsibilities.

51.2 Where applicable, training must be provided to Employees during their normal rostered hours of work. Where it is not:

- (a) Employees will attend training outside their normal rostered working hours when required to do so by the Employer;
- (b) The Employer will provide Employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours;
- (c) Training will be paid at the Employee's base rate of pay (plus relevant shift/weekend penalties) and the Vehicle/Travelling Allowance set out in Item 3 of Table 2 of Schedule B to this Agreement for the travel time that is in excess of the time normally taken for the Employee to attend work;
- (d) Training must be arranged so that full-time Employees receive a minimum break as set out in Clause 31.1. Where practicable, similar arrangements should also be made available to all other Employees.
- (e) Overtime will not apply where attendance at such training is outside the normal rostered working time of other than full-time Employees and where it interrupts the applicable eight hour break between shifts.

51.3 Where such training is voluntary, sub-clause (c) does not apply.

51.4 The requirements for ongoing Registration and/or Enrolment of nurses as required by the Nursing and Midwifery Board of Australia may be met under this clause.

52. NOTICE BOARD

A Notice Board in each regional office or residential aged care service will be accessible to authorised representatives of employees to post relevant notices. The Employer reserves the right to remove notices it deems inappropriate.

SCHEDULE A - EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

A. NURSING CLASSIFICATIONS

A.1 Nursing assistant

Nursing assistant means an employee, other than one registered pursuant to the provisions of the State or Territory Nurse Registration Board or one who is in training for the purpose of such registration, who is under the supervision of a Registered or Enrolled nurse or an employee with a relevant Certification IV qualification and who assists in the provision of nursing care to clients.

For the purposes of this classification, **nursing care** means:

- giving assistance to a person who, because of disability, is unable to maintain their bodily needs without frequent assistance; and/or
- carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of disability is unable to carry out those tasks for themselves; and/or
- performing some domestic duties (ie. kitchen, laundry, cleaning) provided the majority of work is in direct nursing care; and/or
- assisting a registered nurse, enrolled nurse or an employee with a relevant Certificate IV qualification in the course of their duties.

A.2 Student enrolled nurse

Student enrolled nurse means a student undertaking study to become an enrolled nurse.

A.3 Enrolled nurses

A.3.1 Enrolled nurse - pay point 1

(a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.

(b) An employee will be appointed based on training and experience including:

- having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
- having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a state/territory nurses registration board; and
- having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) **Skill indicators**

- The employee has limited or no practical experience of current situations; and
- The employee exercises limited discretionary judgment, not yet developed by practical experience.

A.3.2 Enrolled nurse - pay point 2

(a) Pay point 2 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an EN; or
- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) **Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

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

A.3.3 Enrolled nurse - pay point 3

(a) Pay point 3 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

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

A.3.4 Enrolled nurse - pay point 4

(a) Pay point 4 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- speed and flexibility in accurate decision making;
- organisation of own workload and ability to set own priorities with minimal direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- communication and interpersonal skills to meet psychosocial needs of individual/groups.

A.3.5 Enrolled nurse - pay point 5

(a) Pay point 5 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
- the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

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

A.3.6 Endorsed Enrolled Nurse

(a) Means a person enrolled by the Board as such who is 'authorised to administer medications' by the Board.

(b) In addition to the same skill indicators as an Enrolled Nurse, an employee will be appointed at this classification:

- when required by the Employer to administer medications;
- upon successful completion of a competency assessment, including medication administration.

A.4 Registered nurses

A.4.1 Registered nurse - level 1 (RN1)

- (a) An employee at this level performs their duties:
- (i) according to their level of competence; and
 - (ii) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.
- (b) An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:
- delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
 - coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
 - providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
 - providing support, direction and education to newer or less experienced staff, including ENs, student ENs, student nurses, an employee with a relevant Certificate IV qualification, and nursing assistants;
 - development and appraisal on ENs, student ENs, student nurses, an employee with a relevant Certificate IV qualification, and nursing assistants;
 - accepting accountability for the employee's own standards of nursing care and service delivery; and
 - participating in action research and policy development within the practice setting.

A.4.2 Registered nurse - level 2 (RN2)

- (a) An employee at this level:
- (i) holds any other qualification required for working in the employee's particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.
- An employee at this level may also be known as a **Clinical nurse**.
- (b) In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical nurse consultant or any higher level classification.
- Duties of a **Clinical nurse** will substantially include, but are not confined to:
- delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
 - providing support, direction, orientation, education, development and appraisal to RN1s, ENs, student nurses, student ENs, employees with a relevant Certificate IV qualification, and nursing assistants;
 - being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant;
 - acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
 - assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

A.4.3 Registered nurse - level 3 (RN3)

- (a) An employee at this level:
- (i) holds any other qualification required for working in the employee's particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower level when that the employee is required to perform the duties detailed in this subclause on a continuing basis. An employee at this level may also be known as a **Nurse educator** or **Clinical nurse consultant**.
- (b) In addition to the duties of an RN2, an employee at this level will perform the following duties in accordance with practice settings and patient or client groups:
- (i) Duties of a **Nurse educator** will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research; implementation and evaluation of staff education and development programs;
 - staff selection;
 - implementation and evaluation of patient or client education programs;
 - participating in policy development and implementation;
 - acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
 - being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.A **Nurse educator** will be paid at Grade 1.
 - (ii) Duties of a **Clinical nurse consultant** will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
 - staff and patient/client education;
 - staff selection, management, development and appraisal;
 - participating in policy development and implementation;
 - acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
 - delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
 - coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
 - coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.A **Clinical nurse consultant** will be paid at Grade 2.

A.4.4 Registered nurse - level 4 (RN4)

- (a) An employee at this level:
- (i) holds any other qualification required for working in the employee's particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower level when that the employee is required to perform the duties detailed in this subclause on a continuing basis. An employee at this level may also be known as a **Nurse manager**.
- (b) In addition to the duties of an RN2, an employee at this level will perform the following duties in accordance with practice settings and patient or client groups:
- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;
 - staff selection and education;
 - allocation and rostering of staff;
 - occupational health;
 - initiation and evaluation of research related to staff and resource management;
 - participating in policy development and implementation;
 - acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
 - being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
 - managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

A.4.5 Registered nurse - level 5 (RN5)

- (a) An employee at this level:
- (i) holds any other qualification required for working in the employee's particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.
- An employee at this level may also be known as an **Assistant director of nursing** (clinical), **Assistant director of nursing** (management), or **Assistant director of nursing** (education).
- (b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- (c) In addition to the duties of an RN3, an employee at this level will perform the following duties:
- (i) Duties of an **Assistant director of nursing (clinical)** will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (management) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
 - provision of appropriate education programs, coordination and promotion of clinical research projects;
 - participating as a member of the nursing executive team;
 - contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
 - managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;
 - being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
 - being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
 - being accountable for clinical operational planning and decision making for a specified span of control; and
 - being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.
 - (ii) Duties of an **Assistant director of nursing (management)** will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (clinical) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
 - coordination and promotion of nursing management research projects;
 - participating as a member of the nursing executive team;
 - contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
 - managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
 - being accountable for the effective and efficient management of human and material resources within a specified span of control;
 - being accountable for the development and coordination of nursing management systems within a specified span of control; and
 - being accountable for the structural elements of quality assurance for a specified span of control.
 - (iii) Duties of an **Assistant director of nursing (education)** will substantially include, but are not confined to:
 - providing leadership and role modelling, in conjunction with others including the Assistant director of nursing (clinical) and the Assistant director of nursing (management), particularly in the areas of selection of staff within the employee's area of responsibility;
 - coordination and promotion of nurse education research projects;
 - participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
 - managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators;
 - being accountable for the standards and effective coordination of education programs for a specified population;
 - being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;

- being accountable for the management of educational resources including their financial management and budgeting control; and
- undertaking career counselling for nursing staff.

A.4.6 Registered nurse level 6 - (RN6)

- (a) An employee at this level:
- (i) holds any other qualification required for working in the employee's particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.
- An employee at this level may also be known as a **Director of nursing**.
- (b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- (c) In addition to the duties of an RN4, an employee at this level will perform the following duties:
- being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
 - participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
 - providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the executive team;
 - providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team;
 - managing the budget of the nursing division of the health unit;
 - ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
 - complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

A.5 Nurse Practitioner

A Nurse practitioner:

- is a registered nurse/midwife appointed to the role;
- has obtained an additional qualification relevant to the state regulating authority to enable them to become licensed Nurse practitioners.

A Nurse practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

(a) Role of a licensed Nurse practitioner

- (i) The nurse practitioner is able to assess and manage the care of clients/residents using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a registered nurse /midwife in extended practice across stable, unpredictable and complex situations.
- (ii) The nurse practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.

(b) Scope of practice

The scope of practice of the Nurse practitioner is determined by the context in which:

- (i) the nurse practitioner is authorised to practice. The nurse practitioner therefore remains accountable for the practice for which they directed; and
- (ii) the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

The Nurse practitioner is authorised to directly refer clients/residents to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays.

Nurse practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

B. AGED CARE CLASSIFICATIONS (including day centre employees but not community care)

B.1 Aged care employee - level 1

Entry level:

An employee who has less than three months' work experience in the industry and performs basic duties.

An employee at this level:

- works minimal responsibility, accountability or discretion;
- works under within established routines, methods and procedures;
- has direct or routine supervision, either individually or in a team; and
- requires no previous experience or training.

Indicative tasks performed at this level are:

General services	Food services
Laundry hand	Food services assistant
Cleaner	
Assistant gardener	

B.2 Aged care employee - level 2

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General services	Food services	Personal care
Laundry hand	Food services assistant	Personal care worker grade 1
Cleaner		
Gardener (non-trade)		
Maintenance/ Handyperson (unqualified)		
Driver (less than 3 ton)		

B.3 Aged care employee - level 3

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication and/or arithmetic skills;
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General services	Food services	Personal care
Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate	Cook	Recreational/ Lifestyle activities officer (unqualified)
		Personal care worker grade 2

B.4 Aged care employee - level 4

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills; and
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.
- In the case of a Personal care worker, is required to hold a relevant Certificate III qualification.

Indicative tasks performed at this level are:

General services	Food services	Personal care
Maintenance/ Handyperson (qualified)	Senior cook (trade)	Personal care worker 3 (with Cert III)
Driver (3 ton and over)		Recreational/ Lifestyle activities officer (qualified)
Gardener (trade)		

B.5 Aged care employee - level 5

Grade 1

An employee at this level and Grade:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may assist with supervision of others;
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate IV level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Food services	Personal care
Chef	Personal care worker grade 4

Grade 2

In addition to the skill indicators of a Grade 1 employee, an employee at this level and Grade:

- has completed a Certificate IV in Aged Care Work with medication module, or upgrade course, that certifies them to administer medications;
- is required by the Employer to administer medications; and
- has successfully completed a competency assessment, including medication administration.

B.6 Aged care employee - level 6

An employee at this level:

- is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General services	Food services
Maintenance tradesperson (advanced)	Senior chef
Gardener (advanced)	

B.7 Aged care employee - level 7

An employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- may supervise the work of others, including work allocation, rostering and guidance;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses developed administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General services	Food services	Personal care
Gardener superintendent	Chef/Food Services supervisor	Personal care worker grade 5
General services supervisor		

C. COMMUNITY CARE CLASSIFICATIONS

C.1 Home care employees

C.1.1 Home care employee - Level 1

A position in this level has the following characteristics:

- (a) A person appointed to this position will have less than 12 months' experience in the industry.
- (b) **Accountability and extent of authority**
An employee in this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and support and is responsible for the quality of their work.
- (c) **Judgment and decision-making**
Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.
- (d) **Specialist knowledge and skills**
Indicative but not exclusive tasks include: the undertaking of semi-skilled work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, minor maintenance jobs, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, banking and account payment, organising appointments, assistance with care of pets, and care of indoor and outdoor pot plants.
- (e) **Interpersonal skills**
Positions in this level may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other employees.
- (f) **Qualifications and experience**
An employee in this level will have commenced on-the-job training which may include an induction course.

C.1.2 Home care employee - Level 2

A position in this level has the following characteristics:

- (a) **Accountability and extent of authority**
An employee in this level performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures. May assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed.
- (b) **Judgment and decision-making**
In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented. Employees in this level are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.
- (c) **Specialist knowledge and skills**
Indicative but not exclusive tasks include: the provision of personal care, supervising daily hygiene, laying out clothes and assisting in dressing, make beds, tidy rooms, preparation and cooking of meals and assistance with meals, dry cleaning, perform gardening duties, undertake basic repairs, clean, fitting and removal of aids and appliances, monitoring medications, fitting and changing of catheters, assistance with communication, accompanying clients on outings, domestic assistance and organising appointments.
- (d) **Interpersonal skills**
Positions in this level require oral communication skills and where appropriate written skills, with clients, members of the public and other employees.
- (e) **Qualifications and experience**
As a minimum an employee in this level will have satisfactorily completed the requirements of level 1 or equivalent. Indicative but not exclusive of the qualifications required in this level include Home Care Certificate or equivalent; or relevant experience/on-the-job training commensurate with the requirements of work in this level.

C.1.3 Home care employee - Level 3

A position in this level has the following characteristics:

- (a) **Accountability and extent of authority**
Employees perform work under general supervision. Employees in this level have contact with the public or other employees which involves explanations of specific procedures and practices. Employees in this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.
- (b) **Judgment and decision-making**

These positions require personal judgment. The nature of work is usually specialised with procedures well understood and clearly documented. The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

(c) Specialist knowledge and skills

Indicative but not exclusive tasks include: computer and other office skills; maintain mail register and records; sort, process and record invoices and correspondence; prepare meals and special functions; provide input into meal planning; order foodstuffs and commodities; liaise with dieticians on special needs; schedule work programs on a routine and regular basis; co-ordinate and direct the work of support staff including maintenance (no more than four); oversee the provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis; plan, develop, and co-ordinate diversional therapy programs and carry out general maintenance falling within the scope of trades skills.

(d) Interpersonal skills

Positions in this level require skills in oral and written communication with clients, other employees and members of the public.

(e) Qualifications and experience

Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate III and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

C.2 Community Services Coordinator

C.2.1 Community Services Coordinator – Level 1

A position in this level includes trainee coordinator, assistant coordinator and has the following characteristics:

(a) Accountability and extent of authority

Employees are expected to exercise some discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level provide assistance to more senior staff in the direction, leadership, administration and rostering of direct care employees.

(b) Judgment and decision-making

Employees are expected to exercise minor decision making. The objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives. For employees undertaking rostering duties, the process often requires the quantification of the amount of resources needed to meet those objectives.

(c) Specialist knowledge and skills

(i) Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit.

(ii) Indicative but not exclusive of the skills required include: the manipulation of data eg. modify fields of information and create spreadsheets; create new forms or records using a computer based records system; access and extract information from external sources eg. local authorities; roster staff and direct work programs; oversee the work and training of lower level employees; provide guidance and counselling; assist in the development of budgets; order consumables and routine stock items used in domestic support areas; provide advocacy service, develop client care plans and oversee the provision of domestic services.

(d) Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from members of the public and other employees in the performance of well defined activities. Employees in this level may also be expected to assist in writing reports in their field of expertise.

(e) Qualifications and experience

An employee in this level will have or completing appropriate tertiary qualifications and at least 2 years' relevant experience.

C.2.2 Community Services Coordinator – Level 2

A position in this level includes a coordinator of not more than one community program (including a day centre). Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described as follows:

(a) Accountability and extent of authority

Employees are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level may provide direction, leadership, administration and rostering of direct care employees.

(b) Judgment and decision-making

The objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives. For employees undertaking rostering duties, the process often requires the quantification of the amount of resources needed to meet those objectives.

(c) Specialist knowledge and skills

(i) Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit.

(ii) Indicative but not exclusive of the skills required include: the manipulation of data eg. modify fields of information and create spreadsheets; create new forms of files or records using a computer based records system; access and extract information from external sources eg. local authorities; roster staff and direct work programs; oversee the work and training of lower level employees; provide guidance and counselling; assist in the development of budgets; order consumables and routine stock items used in domestic support areas; provide advocacy service, develop client care plans and oversee the provision of domestic services.

(d) Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from members of the public and other employees in the performance of well defined activities. Employees in this level may also be expected to assist in writing reports in their field of expertise.

(e) Qualifications and experience

An employee in this level will have or completing appropriate tertiary qualifications and at least 2 years' relevant experience.

C.2.3 Community Services Coordinator – Level 3

A position in this level includes a coordinator who manages one or more programs in the community where the complexity or programs would be significant (such as EACH, EACHD, and Complex Care Support) and/or involve service model development and implementation, liaison with agencies such as the Aged Care Assessment Team. Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described as follows:

(a) Accountability and extent of authority

(i) Positions in this level may coordinate resources and/or give support to more senior employees or be engaged in duties of a specialist nature.

(ii) In positions where the prime responsibility is for resource coordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.

(iii) Whatever the nature of the position, employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.

(iv) Employees are required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

(b) Judgment and decision-making

In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives. However, problems in this level are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required. Guidance and counsel may be available within the time available to make a choice.

(c) Specialist knowledge and skills

Coordinators in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Coordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

(d) Management skills

(i) These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

(ii) The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees' training and development.

(e) Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of

other employees or groups of employees. Employees in this level are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

(f) Qualifications and experience

The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate or associate diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this level.

C.2.3 Community Services Coordinator – Level 4

A position in this level includes a **program manager** who leads program or service development and has the following characteristics:

(a) Accountability and extent of authority

- (i)** Positions in this level coordinate resources and give support to more senior employees.
- (ii)** The freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.
- (iii)** Whatever the nature of the position, employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.
- (iv)** Positions in this level are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

(b) Judgment and decision-making

In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives. However, problems in this level are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required. Guidance and counsel may be available within the time available to make a choice.

(c) Specialist knowledge and skills

Positions in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Positions in this level are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

(d) Management skills

- (i)** These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
- (ii)** The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees' training and development.

(e) Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees or groups of employees. Employees in this level are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

(f) Qualifications and experience

The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate or associate diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this level.

C.2.3 Community Services Coordinator – Level 5

A position in this level includes a **community service manager** who oversees a regional based service. Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described as follows:

(a) Characteristics of the level

- (i)** A person employed at this level will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.

- (ii) General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.
- (c) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.
- (d) Positions at this level will demand responsibility for decision - making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co - ordination of the organisation and major work initiatives. Employees require a good understanding of the long term goals of the organisation.
- (e) In addition, positions at this level may be identified by the level of responsibility for decision - making, the exercise of judgment and delegated authority and the provision of expert advice.
- (f) The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

(b) Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (i) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- (ii) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi - discipline operation;
- (iii) develop work practices and procedures for various projects;
- (iv) establish work area outcomes;
- (v) prepare budget submissions for senior officers and/or the organisation;
- (vi) develop and implement significant operational procedures;
- (vii) review operations to determine their effectiveness;
- (viii) develop appropriate methodology and apply proven techniques in providing specialised services
- (ix) where prime responsibility lies in a professional field an officer at this level:
 - controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;
 - provides a consultancy service to a wide range of clients;
 - functions may involve complex professional problem solving;
 - provides advice on policy method and contributes to its development.

(c) Requirements of the position

Some or all of the following are needed to perform work at this level:

- (i) **Skills, knowledge, experience, qualification and/or training**
 - comprehensive knowledge of policies and procedures;
 - application of a high level of discipline knowledge;
 - qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;
 - lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
 - a combination of experience, expertise and competence sufficient to perform the duties required at this level.
- (ii) **Organisational relationships**
 - works under limited direction;
 - normally supervises other employees and establishes and monitors work outcomes.
- (iii) **Extent of authority**
 - may manage section or organisation;
 - has significant delegated authority;
 - selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

D. CLERICAL AND ADMINISTRATIVE CLASSIFICATIONS

D.1 Clerk – Level 1

(a) Characteristics

Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.

Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employees' work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

- (i)** Reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors.
- (ii)** Maintenance of basic records.
- (iii)** Filing, collating, photocopying, etc.
- (iv)** Handling or distributing mail including messenger service.
- (v)** Recording, matching, checking and batching of accounts, invoices, orders, store requisitions, etc.
- (vi)** The operation of keyboard and other allied equipment in order to achieve competency as prescribed in Level 2.
- (vii)** Call centre customer contact trainee - customer contact functions with direct supervision.

D.2 Clerk – Level 2

(a) Characteristics

This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction.

Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the employee to exercise limited judgment and initiative within the range of their skills and knowledge.

The work of these employees may be subject to final checking and as required, progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

- (i)** Reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation, and use of interpersonal skills are a key aspect of the position.
- (ii)** Operation of computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, dictaphone equipment, and typewriter.
- (iii)** Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents.
- (iv)** Stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment.
- (v)** Copy typing and audio typing.
- (vi)** Maintenance of records and/or journals including initial processing and recording relating to the following:
 - reconciliation of accounts to balance;
 - incoming/outgoing cheques;
 - invoices;
 - debit/credit items;
 - payroll data;
 - petty cash imprest system; and

- letters etc.
- (vii) Computer application involving use of a software package which may include one or more of the following functions:
 - create new files and records;
 - spreadsheet/worksheet;
 - graphics;
 - accounting/payroll file; and
 - following standard procedures and using existing models/fields of information.
- (viii) Arrange routine travel bookings and itineraries, make appointments.
- (ix) Provide general advice and information on the organisation's products and services, e.g. front counter/telephone.

D.3 Clerk – Level 3

(a) Characteristics

Employees at this level have achieved a standard to be able to perform specialised or non - routine tasks or features of the work. Employees require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.

Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

- (i) Prepare cash payment summaries, banking report and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger.
- (ii) Provide specialised advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
- (iii) Apply one or more computer software packages developed for a micro personal computer or a central computer resource to either:
 - create new files and records;
 - maintain computer based records management systems;
 - identify and extract information from internal and external sources; or
 - use of advanced word processing/keyboard functions.
- (iv) Arrange travel bookings and itineraries; make appointments; screen telephone calls; respond to invitations; organise internal meetings on behalf of executive(s); establish and maintain reference lists/personal contact systems for executive(s).
- (v) Application of specialist terminology/processes in professional offices.

* Note: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular level.

D.4 Clerk – Level 4

(a) Characteristics

Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility. They would require only limited guidance or direction and would normally report to more senior staff as required. Whilst not a pre - requisite a principal feature of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co - ordinating work flow, checking progress, quality of work and resolving problems.

They exercise initiative, discretion and judgment at times in the performance of their duties.

They are able to train employees in Levels 1-3 by personal instruction and demonstration.

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

- (i) Secretarial/executive support services which may include the following: maintaining executive diary; attending executive/organisational meetings and taking minutes; establishing and/or maintaining current working and personal filing systems for executive; answering executive correspondence from verbal or handwritten instructions.
- (ii) Able to prepare financial/tax schedules, calculating costings and/or wage and salary requirements; completing personnel/payroll data for authorisation; reconciliation of accounts to balance.

- (iii) Advising on/providing information on one or more of the following:
 - employment conditions;
 - workers compensation procedures and regulations; and
 - superannuation entitlements, procedures and regulations.
- (iv) Applying one or more computer software packages, developed for a micro personal computer or a central computer resource to either:
 - creating new files and records;
 - maintaining computer based management systems;
 - identifying and extract information from internal and external sources; or
 - using of advanced word processing/keyboard functions.

* Note: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular level.

D.5 Clerk – Level 5

(a) Characteristics

Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.

Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.

They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, including, scheduling workloads, resolving operations problems, monitoring the quality of work produced and counselling staff for performance and work related matters.

They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They would also be able to assist in the delivery of training courses. They would often exercise initiative, discretion and judgment in the performance of their duties.

The possession of relevant post secondary qualifications may be appropriate but are not essential.

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

- (i) Apply knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions.
- (ii) Application of computer software packages within either a micro personal computer or a central computer resource including the integration of complex word processing/desktop publishing, text and data documents.
- (iii) Provide reports for management in any or all of the following areas:
 - account/financial;
 - staffing;
 - legislative requirements; and
 - other company activities.
- (iv) Administer individual executive salary packages, travel expenses, allowances and company transport; administer salary and payroll requirements of the organisation.

E. HEALTH PROFESSIONAL CLASSIFICATIONS

Common health professionals include but not limited to physiotherapist, podiatrist, occupational therapist, speech pathologist, dietician, music therapist, art therapist.

E.1 Health Professional - level 1

Positions at level 1 are regarded as entry level health professionals and for initial years of experience.

This level is the entry level for new graduates who meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the employer. It is also the level for the early stages of the career of a health professional.

E.2 Health Professional - level 2

A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in - services. At this level the health professional may be actively involved in quality improvement activities or research.

At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.

E.3 Health Professional - level 3

A health professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level health professionals will have additional responsibilities.

An employee at this level:

- works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;
- is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
- may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;
- is performing across a number of recognised specialties within a discipline;
- may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;
- may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system; and
- is responsible for providing support for the efficient, cost effective and timely delivery of services.

SCHEDULE B – PAY, OTHER RATES AND ALLOWANCES

Table 1 – Rates of Pay

Classification	Hourly Rate on 1st full pay period on or after 1.7.10	Hourly Rate on 1st full pay period on or after 1.7.11	Hourly Rate on 1st full pay period on or after 1.7.12
NURSING CLASSIFICATIONS			
Nursing assistant			
1st year	\$17.10	\$17.70	\$18.32
2nd year	\$17.60	\$18.22	\$18.85
3rd year and thereafter	\$18.09	\$18.72	\$19.38
Experienced (the holder of a relevant certificate III qualification)	\$18.64	\$19.29	\$19.97
Student enrolled nurse			
Less than 21 years of age	\$15.74	\$16.29	\$16.86
21 years of age and over	\$18.31	\$18.95	\$19.61
Enrolled nurse			
Pay point 1	\$20.49	\$21.21	\$21.95
Pay point 2	\$20.89	\$21.62	\$22.38
Pay point 3	\$21.16	\$21.90	\$22.67
Pay point 4	\$21.58	\$22.34	\$23.12
Pay point 5	\$22.01	\$22.78	\$23.58
Endorsed Enrolled nurse			
Pay point 1	\$22.20	\$22.98	\$23.78
Pay point 2	\$22.60	\$23.39	\$24.21
Pay point 3	\$23.00	\$23.81	\$24.64
Pay point 4	\$23.40	\$24.22	\$25.07
Pay point 5	\$23.80	\$24.63	\$25.50
Registered Nurses			
Registered Nurse - Level 1			
Pay point 1	\$22.87	\$23.67	\$24.50
Pay point 2	\$24.04	\$24.88	\$25.75
Pay point 3	\$25.21	\$26.09	\$27.01
Pay point 4	\$26.46	\$27.39	\$28.34
Pay point 5	\$27.70	\$28.67	\$29.67
Pay point 6	\$28.95	\$29.96	\$31.01
Pay point 7	\$30.38	\$31.44	\$32.54
Pay point 8 and thereafter	\$31.56	\$32.66	\$33.81
Registered Nurse - Level 2			
Pay point 1	\$32.80	\$33.95	\$35.14
Registered Nurse - Level 3 Grade 1			
Pay point 1	\$34.86	\$36.08	\$37.34
Pay point 2	\$35.80	\$37.05	\$38.35
Pay point 3	\$36.65	\$37.93	\$39.26
Pay point 4 and thereafter	\$38.49	\$39.84	\$41.23
Registered Nurse - Level 3 Grade 2			
Pay point 1	\$38.49	\$39.84	\$41.23

Classification	Hourly Rate on 1st full pay period on or after 1.7.10	Hourly Rate on 1st full pay period on or after 1.7.11	Hourly Rate on 1st full pay period on or after 1.7.12
Registered Nurse - Level 4			
Grade 1	\$29.91	\$30.95	\$32.04
Grade 2	\$32.10	\$33.22	\$34.38
Grade 3	\$34.01	\$35.20	\$36.43
Registered Nurse - Level 5			
Grade 1	\$37.41	\$38.72	\$40.07
Grade 2	\$38.24	\$39.58	\$40.96
Grade 3	\$39.03	\$40.40	\$41.81
Grade 4	\$40.17	\$41.58	\$43.03
Grade 5	\$41.46	\$42.91	\$44.41
Registered Nurse - Level 6			
Grade 1	\$42.96	\$44.46	\$46.02
Grade 2	\$43.86	\$45.40	\$46.98
Grade 3	\$44.74	\$46.31	\$47.93
Grade 4	\$46.00	\$47.61	\$49.28
Grade 5	\$47.48	\$49.14	\$50.86
Grade 6	\$48.97	\$50.68	\$52.46
Nurse Practitioner			
1st year	\$43.00	\$44.51	\$46.06
2nd year	\$43.80	\$45.33	\$46.92
AGED CARE CLASSIFICATIONS			
Aged care employee - level 1	\$16.64	\$17.23	\$17.83
Aged care employee - level 2	\$17.33	\$17.93	\$18.56
Aged care employee - level 3	\$18.30	\$18.94	\$19.60
Aged care employee - level 4	\$19.19	\$19.86	\$20.56
Aged care employee - level 5 Grade 1	\$20.45	\$21.17	\$21.91
Aged care employee - level 5 Grade 2			
Pay point 1	\$22.20	\$22.98	\$23.78
Pay point 2	\$22.60	\$23.39	\$24.21
ay point 3	\$23.00	\$23.81	\$24.64
Pay point 4	\$23.40	\$24.22	\$25.07
Pay point 5	\$23.80	\$24.63	\$25.50
Aged care employee - level 6	\$20.70	\$21.42	\$22.17
Aged care employee - level 7	\$21.76	\$22.52	\$23.31
HOME AND COMMUNITY CARE CLASSIFICATIONS			
Home care employees			
Home care employee - level 1	\$16.57	\$17.15	\$17.75
Home care employee - level 2	\$17.51	\$18.13	\$18.76
Home care employee - level 3	\$18.64	\$19.29	\$19.97
Community Service Coordinator			
Community service coordinator - level 1			
Grade 1	\$22.00	\$22.77	\$23.57
Community service coordinator - level 2			
Grade 1	\$24.50	\$25.36	\$26.25
Grade 2	\$26.00	\$26.91	\$27.85

Classification	Hourly Rate on 1st full pay period on or after 1.7.10	Hourly Rate on 1st full pay period on or after 1.7.11	Hourly Rate on 1st full pay period on or after 1.7.12
Community service coordinator - level 3			
Grade 1	\$27.00	\$27.95	\$28.92
Grade 2	\$29.00	\$30.02	\$31.07
Community service coordinator - level 4			
Grade 1	\$31.50	\$32.60	\$33.74
Community service coordinator - level 5			
Grade 1	\$33.00	\$34.16	\$35.35
Grade 2	\$34.00	\$35.19	\$36.42
Grade 3	\$35.00	\$36.23	\$37.49
Grade 4	\$36.00	\$37.26	\$38.56
CLERICAL AND ADMINISTRATIVE CLASSIFICATIONS			
Clerk - level 1	\$17.88	\$18.51	\$19.16
Clerk - level 2	\$18.88	\$19.54	\$20.22
Clerk - level 3	\$19.92	\$20.62	\$21.34
Clerk - level 4	\$20.48	\$21.20	\$21.94
Clerk - level 5	\$21.45	\$22.20	\$22.98
HEALTH PROFESSIONAL CLASSIFICATIONS			
Health professional employee - level 1			
Pay point 1 (UG 2 qualification)	\$21.42	\$22.17	\$22.95
Pay point 2 (three year degree entry)	\$21.98	\$22.75	\$23.54
Pay point 3 (four year degree entry)	\$22.77	\$23.56	\$24.39
Pay point 4 (masters degree entry)	\$23.73	\$24.56	\$25.42
Pay point 5 (PhD entry)	\$24.93	\$25.80	\$26.71
Pay point 6	\$26.05	\$26.97	\$27.91
Health professional employee - level 2			
Pay point 1	\$27.62	\$28.58	\$29.58
Health professional employee - level 3			
Pay point 1	\$28.28	\$29.27	\$30.29
Pay point 2	\$29.09	\$30.11	\$31.16
Pay point 3	\$29.74	\$30.78	\$31.86
Pay point 4	\$31.08	\$32.17	\$33.30
Pay point 5	\$32.26	\$33.39	\$34.56

Table 2 – Allowances

Item No	Allowance	Per	1st full pay period on or after 1.7.10	1st full pay period on or after 1.7.11	1st full pay period on or after 1.7.12
1	In charge of residential service less than 100 beds	shift	\$20.27	\$20.88	\$21.50
2	In charge of residential service 100 beds or more	shift	\$32.66	\$33.64	\$34.65
3	Vehicle	km	\$0.32	\$0.33	\$0.34
4	Uniform	week	\$6.40	\$6.59	\$6.79
5	Laundry Allowance	week	\$1.70	\$1.75	\$1.80
6	On call	day	\$18.16	\$18.70	\$19.27
7	Vehicle – official business	km	\$0.74	\$0.76	\$0.79
8	Continuing education allowance: RN	week	\$17.01	\$17.52	\$18.05
9	Continuing education allowance: RN	week	\$28.36	\$29.21	\$30.09
10	Continuing education allowance: EN	week	\$11.34	\$11.68	\$12.03
11	On call during meal break	shift	\$9.78	\$10.07	\$10.38
12	Overtime – Luncheon	meal	\$15.25	\$15.71	\$16.18
13	Overtime - Evening Meal	meal	\$22.26	\$22.93	\$23.62
14	Broken Shift	shift	\$7.81	\$8.04	\$8.29

SCHEDULE C – TRANSLATION TABLE

All existing Employees will be translated to the appropriate Employment Classifications outlined in Schedule A by the Employer. Following is a translation table depicting the typical reclassifications:

NAPSA CLASSIFICATION	AGREEMENT CLASSIFICATION
NURSING HOME & C NURSES NAPSA	
AGREEMENT	
Assistant In Nursing	Nursing Assistant
Trainee Enrolled Nurse	Student Enrolled Nurse
Enrolled Nurse	Enrolled Nurse
Endorsed Enrolled Nurse	Endorsed Enrolled Nurse
Registered Nurse	Registered Nurse
Nurse Educator	Registered Nurse - Level 3 Grade 1
Clinical Nurse Specialist	Registered Nurse - Level 3 Grade 2
Clinical Nurse Consultant	Registered Nurse - Level 3 Grade 2
Assistant Director of Nursing	Registered Nurse - Level 4
Deputy Director of Nursing	Registered Nurse - Level 5
Director of Nursing	Registered Nurse - Level 6
CHARITABLE, AGED AND DISABILITY CARE SERVICES NAPSA	
AGREEMENT	
Care Service Employees New Entrant Kitchen, Laundry, Cleaning Cook, Driver (Mini Bus) Senior Cook, Driver (Large Bus) Chef Senior Chef General Services/Food Services Supervisor Assistant Lifestyle Lifestyle Worker Lifestyle Team Leader With Cert IV Team Leader Cert IV With Medication	Aged Care Classifications Aged Care Employee - Level 1 Aged Care Employee - Level 2 Aged Care Employee - Level 3 Aged Care Employee - Level 4 Aged Care Employee - Level 5 Grade 1 Aged Care Employee - Level 6 Aged Care Employee - Level 7 Aged Care Employee - Level 3 Aged Care Employee - Level 4 Aged Care Employee - Level 5 Grade 1 Aged Care Employee Level 5 Grade 2
Home Care Employees (Care Worker)	Home and Community Care Employee
Clerk	Clerical and Administrative Employee
Diversional Therapist	Health Professional Employee
MISC WORKERS HOME CARE INDUSTRY NAPSA	
AGREEMENT	
Field Worker (Care Worker)	Home and Community Care Employee
CHARITABLE PROFESSIONAL NAPSA	
AGREEMENT	
Therapist	Health Professional Employee
SOCIAL & COMMUNITY SERVICES NAPSA	
AGREEMENT	
Chesalon Services Coordinators	Community Service Coordinator

20 September 2010

Commissioner McKenna
Fair Work Australia
Terrace Tower
80 William Street
East Sydney

Dear Commissioner McKenna

RE: AG2010/17218 - APPLICATION BY SYDNEY ANGLICAN HOME MISSION SOCIETY COUNCIL

Further to today's Mention before yourself in relation to the above matter, I confirm ANGLICARE's undertakings as follows:

Clause 15.3 – Probation & Qualifying Period

ANGLICARE undertakes to comply with the National Employment Standards in respect of providing an employee with notice on the termination of employment. In particular, where an employee serving a probationary period is terminated by the employer, they will be provided with a minimum of one week's notice in accordance with the NES.

Clause 26 – Salary Adjustments

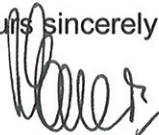
ANGLICARE undertakes to comply with the intent of the Fair Work Act in relation to any payment due to the Employer by the Employee. In particular, the Employer will ensure that an Employee authorises deductions in writing.

Clause 45.1(c) – Parental Leave

ANGLICARE undertakes to comply with the intent of the National Employment Standards in respect of recognising same sex de facto couples' eligibility for parental leave.

If you have any queries in relation to the above, please do not hesitate to contact Andrew Bardsley on (02) 9895 8030.

Yours sincerely



Rob Evers
Director – Chesalon

cc. **Mr Benjamin Morwitzer, New South Wales Nurses' Association**
Mr Bert Coquillon, HSU-East
Mr Mick Vance, Liquor, Hospitality and Miscellaneous Union-New South Wales Branch