



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Uniting Church in Australia Property Trust (Q) T/A Blue Care
(AG2014/5949)

BLUE CARE NSW EMPLOYEES ENTERPRISE AGREEMENT 2013

Aged care industry

DEPUTY PRESIDENT BOOTH

SYDNEY, 19 MAY 2014

Application for approval of the Blue Care NSW Employees Enterprise Agreement 2013.

[1] An application has been made for approval of an enterprise agreement known as *Blue Care NSW Employees Enterprise Agreement 2013* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Uniting Church in Australia Property Trust (Q) T/A Blue Care. The agreement is a single-enterprise agreement.

[2] The New South Wales Nurses and Midwives' Association, the Australian Nursing and Midwifery Federation - New South Wales Branch and the Health Services Union, New South Wales Branch, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisations.

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 26 May 2014. The nominal expiry date of the Agreement is 30 June 2016.



DEPUTY PRESIDENT

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**Blue Care NSW Employees
Enterprise Agreement 2013**

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PART 1 - PRELIMINARIES

1. TITLE

This Agreement shall be known as the Blue Care NSW Employees Enterprise Agreement 2013 and throughout is referred to as "this Agreement".

2. PARTIES BOUND

This Agreement shall be binding according to its terms upon the following:

- (a) The Uniting Church in Australia Property Trust t/a Blue Care ("the employer");
- (b) the HSU New South Wales Branch;
- (c) the New South Wales Nurses' and Midwives Association;
- (d) the Australian Nursing and Midwifery Federation

and all those employees of the employer performing work within the scope of this Agreement in the state of New South Wales.

3. COMMENCEMENT AND EXPIRY

This Agreement shall take effect from the date of approval by the Fair Work Commission, and shall have a nominal expiry date of 30 June 2016.

4. DEFINITIONS

For the purposes of this Agreement:

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

Basic periodic rate of pay means the hourly rate for ordinary hours, exclusive of overtime, penalties and loadings.

Board means the Nurses and Midwives Board of Australia.

Day worker means an employee who works their ordinary hours between the hours of 6.00 am and 6.00 pm, Monday to Friday.

Eligible casual employee means a casual employee:

- (a) who has been engaged by the employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
- (b) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the employer on a regular and systematic basis.

Eligible child means in relation to an employee with whom the child is, or is to be, placed for adoption, a child who:

- (a) is (or will be) under the age of 5 years as at the day of placement or the proposed day of placement; and
- (b) has not (or will have not) previously lived continuously with the employee for a period of 6 months or more as at the day of placement or the proposed day of placement; and
- (c) is not a child or step-child of the employee or the employee's spouse.

Employment classifications mean those set out in Schedule A to this Agreement and shall apply as if they had been reproduced in full in this clause.

FWC means the Fair Work Commission.

Immediate family means:

- a spouse of the employee; or
- de facto partner of the employee which:
 - (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 (including a partner of the same sex); or
- a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto partner (including a partner of the same sex) of the employee.

Medical certificate means a certificate signed by a registered health practitioner.

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 from making a payment to the employee (industrial action).

Ordinary pay of an employee includes in addition to the basic periodic rate of pay any applicable over-agreement payments for ordinary hours of work, and leading hand allowance. It does not include shift or weekend penalties.

Registered health practitioner means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type).

Regulations mean the *Fair Work Act Regulations 2009* (as amended).

Shift Worker means an employee who works outside the span of hours of a day worker.

Shift Worker for the purpose of annual leave means an employee who is regularly rostered to work their ordinary hours outside the hours of 6am to 6pm and/or an employee who works for more than four (4) ordinary hours on 10 or more weekends. A weekend means work in ordinary time on a Saturday and/or Sunday in any one calendar week.

Standard means the National Employment Standards.

Union means the HSU New South Wales Branch, the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation New South Wales Branch.

5. COMPLETE AGREEMENT

This Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, it represents a complete statement of the mutual rights and obligations between the employer and the employees to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.

Without in any way limiting the operation and intention of this clause, any clause or term or provision of an award dealing with any of the following matters (including incidental matters) are excluded and displaced in whole by this Agreement: rest breaks; incentive-based payments and bonuses; annual leave loadings; observance of public holidays and entitlements of employees to payment in respect of those days; monetary allowances for expenses incurred in the course of employment; or responsibilities or skills that are not taken into account in rates of pay for employees; or disabilities associated with the performance of particular tasks or work in particular conditions or locations; loadings for working overtime or for shift work; penalty rates

For the purposes of this clause, the terms "award" or "awards" include any applicable award or collective agreement and includes those howsoever described in the Act as an award, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a rationalised and/or simplified federal award, a preserved State agreement or a notional agreement preserving a State award, including any protected award conditions which may otherwise apply in respect of employees engaged under this agreement.

6. NATIONAL EMPLOYMENT STANDARD

- 6.1. It is the intention of this Agreement that the National Employment Standards, as varied from time to time, shall apply to the employees the subject of this Agreement. Any provisions of the Standard that are also referred to or set out in this Agreement are for the convenience only of the parties.
- 6.2. Where the Standard 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 this Agreement shall be overridden to the extent that it is less favourable than the Standard.
- 6.3. Where after the commencement of this Agreement, the Standard is varied to remove a condition or entitlement referred to or set out in this Agreement, the condition or entitlement referred to or set out in this Agreement shall have no effect.
- 6.4. Where after the commencement of this Agreement, the Standard is varied to provide a condition or entitlement less favourable (to the employee) in a particular respect than that referred to or set out in this Agreement, the condition or entitlement referred to or set out in this Agreement shall be overridden to the extent that it is more favourable than the Standard as varied.
- 6.5. Clauses 6.3 and 6.4 will not apply with respect to:
 - (a) Schedule B - Rates of Pay and Allowances; and
 - (b) Clause 21.2 – Paid Personal/Carer's Leave.

7. NO EXTRA CLAIMS

- 7.1. The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.
- 7.2. Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against the employer until the nominal expiry date has passed and the requirements of the Act have been satisfied.
- 7.3. Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement. The parties acknowledge that the terms of this Agreement represent the totality of all matters in the employment relationship and that no industrial action shall be taken in support of

any matter(s) whatsoever which is (are) covered or not covered by this Agreement until its nominal expiry date has passed and the requirements of the Act have been satisfied.

8. RELATIONSHIP TO POLICIES AND PROCEDURES

This Agreement requires the employees to perform their duties in accordance with the policies and procedures determined by the employer, in place and as varied from time to time. This Agreement does not incorporate or otherwise include as terms of this Agreement any such policy or procedure and does not affect the employer's ability to vary, revoke or establish any such policy or procedure from time to time.

9. AVAILABILITY OF AGREEMENT

A copy of this Agreement shall be displayed in the workplace.

10. RENEWAL OF AGREEMENT

The parties agree that discussions shall commence in relation to a new agreement to replace this agreement no later than six (6) months prior to the nominal expiry date of this agreement.

PART 2 - ENGAGEMENT

11. EMPLOYEE ENGAGEMENT

11.1. **Probation:** Employees (other than casual employees) will be on probation for the first three months of engagement for the purpose of determining the employee's suitability for ongoing employment. 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. At any time during the probationary period, the employer or the employee can terminate the employment by giving one day's notice.

11.2. Qualifying Period of Employment:

Employees will also be required to serve a qualifying period of employment for the first six months of engagement for the purposes of the Act.

11.3. **Full-Time Employees:** A full-time employee is one engaged as such and whose ordinary hours of work average 38 hours per week. The employee's ordinary hours of work will not exceed an average of 38 hours per week over a 4 week period. Although the actual hours of work may vary from week to week, with some weeks greater than 38 hours and other weeks less, the employee will not work in excess of 152 ordinary hours in any four week period.

11.4. Permanent Part-Time Employees:

- (a) A permanent part-time employee is one who is engaged as such and who is permanently appointed to work for a specified number of hours, which are less than those prescribed for a full-time employee.
- (b) Before commencing part time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangement which will apply to those hours.
- (c) At the request of an employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their specified contract hours then such contract hours shall be adjusted by the employer, to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (i) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and

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- (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
 - (d) Any adjusted contracted hours resulting from a review identified in sub-clause 11.4(c) should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

11.5. Casual Employees:

- (a) A casual employee is one who is engaged as such on an hourly basis otherwise than as a full-time employee or a permanent part-time employee.
- (b) Casual Conversion
 - (i) A casual employee who has been rostered on a regular and systematic basis over a period of 52 weeks has the right to request conversion to permanent employment:
 - on a full-time contract where the employee has worked on a full-time basis throughout the period of casual employment; or
 - on a permanent part-time contract where the employee has worked on a permanent 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 the employee.
 - (ii) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
 - (iii) Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

11.6. Apprentices:

- (a) In addition to the above categories, employees may be engaged as apprentices.
- (b) Apprentice means an employee who is serving a period of training under a training contract for the purpose of rendering him or her fit to be a qualified worker in the industry.
- (c) No apprentice shall be permitted or required to perform work which would prevent the apprentice from attending classes at his or her relevant training establishment.

11.7. Trainees:

Trainees shall be employed in accordance with the provisions set out in Schedule C to this Agreement.

11.8. Supported Wage

This provision applies to employees who because of the effects of a disability are eligible for a Supported Wage.

Where applicable, employees may be engaged on the Supported Wage System in accordance with the Australian Industrial Relations Commission's Full Bench decision of 10 October 1994 (Print L 5723), or further superseding decision.

Any employee employed on a Supported Wage will be paid the rates of pay applicable at the time of employment under the Supported Wage System.

11.9. Recognition of Service and Experience

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- (a) From the time of commencement of employment an employee has three months in which to provide documentary evidence to the employer detailing any other relevant service or experience not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration.
 - (b) Until such time as the employee furnishes any such documentation contemplated in sub-clause (a), the employer shall pay the employee at the level for which proof has been provided.
 - (c) If within three months of commencing employment an employee does provide documentary evidence of other previous relevant service or experience not disclosed at the time of commencement, the employer shall pay the employee at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
 - (d) If an employee provides documentary evidence of other previous relevant service or experience not disclosed at the time of commencement after the said three months period, the employee shall be paid a rate appropriate for the previous relevant service or experience then proved, but only from the date of providing that evidence to the employer.
 - (e) An employee who is working in the same classification for more than one organisation shall notify the employer within one month of the end of each quarter of their hours worked with those other employers in the last quarter.
 - (f) An employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide proof of that entitlement within three months of that entitlement arising. If that proof is so provided, the employee shall be paid at the higher rate as and from the date they were entitled to progress to the next year of service or experience. If the proof is provided outside that three-month period, the employee shall be paid at the higher rate only from the date that proof is provided.
 - (g) A registered nurse or enrolled nurse who has trained outside New South Wales shall be paid as a registered nurse or enrolled nurse as from the date she or he notifies the employer in writing that she or he is eligible for registration or enrolment as a registered nurse or enrolled nurse; provided that she or he makes application for registration within seven days after being so notified that she or he is eligible for registration.
 - (h) For the purpose of yearly progression based on service and experience an employee must complete 1976 hours of work.

12. PAY AND PAYMENT

12.1. Full-Time and Permanent Part-Time Employees

The basic periodic rates of pay in the appropriate employment classification for full-time employees and for permanent part-time employees shall be the hourly rates of pay set out in Schedule B to this Agreement.

12.2. Casual Employees

The basic periodic rates of pay in the appropriate employment classification for casual employees shall be the hourly rates of pay set out in Schedule B to this Agreement. In addition, casual employees shall be paid a casual loading equal to 25 per cent of such basic periodic rates of pay. 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 shall be taken to be inclusive of and not in addition to the casual loading referred to in this sub-clause.

12.3. Apprentices

The basic periodic rates of pay in the appropriate employment classification for apprentices shall be the hourly rates of pay set out in Schedule B to this Agreement.

12.4. Trainees

The basic periodic rates of pay in the appropriate employment classification for trainees shall be the hourly rates of pay set out in Schedule B to this Agreement.

12.5. Other Entitlements

In addition to being paid their ordinary pay:

- (a) **Full-Time Employees:** Full-time employees shall have the benefit of all of the other entitlements set out in this Agreement
- (b) **Permanent Part-Time Employees:** Permanent part-time employees shall 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.
- (c) **Casual Employees:**
 - (i) For weekend and public holiday work, casual employees shall receive the penalty rates prescribed in Clause 17 - Shift and Weekend Work and Clause 18 - Public Holidays. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in sub-clause 12.2.
 - (ii) A casual employee is entitled to overtime payment only when a casual works in excess of 38 hours per week or 76 hours per fortnight depending on the pay period. Overtime shall be paid in accordance with Clause 16 - Overtime. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in sub-clause 12.2.
 - (iii) Casual employees shall 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.
 - (iv) A casual employee's entitlement to long service leave shall be governed by the provisions of the *Long Service Leave Act 1955 (NSW)*.
 - (v) Clauses that shall not apply to casual employees include: Clause 14 - Rosters; Clause 20 - Annual Leave; Clause 19.8 Live-In; Clause 26 - Repatriation Leave.
- (d) **Apprentices**
 - (i) Apprentices attending college for training shall be entitled to fares to and from home to college.
 - (ii) An apprentice who obtains and hands to the employer a certificate or statement of having passed his or her first year technical college examination and in respect of whom a satisfactory report as to conduct, punctuality and progress is furnished shall be paid the weekly allowance set out in Item 7 of Table 2 of Schedule B to this Agreement in addition to the rates prescribed in the ensuing twelve months, plus the additional weekly allowance set out in Item 7 of Table 2 of Schedule B to this Agreement if he or she passes each subsequent year.

12.6. Increases to Rates of Pay

The rates of pay for all relevant employees covered by this agreement shall be increased as follows:

From the first full pay period after 1 July 2013	1.5%
From the first full pay period after 1 January 2014	1.5%
From the first full pay period after 1 July 2014	2.0 %
From the first full pay period after 1 January 2015	1.0%
From the first full pay period after 1 July 2015	2.0%
From the first full pay period after 1 January 2016	1.0%

The rates of pay and allowances for this agreement are attached in Schedule B.

Subject to successful ballot outcome for this agreement, the employer will pay employees at the base periodic rates of pay as provided in Schedule B of this agreement applicable to their existing classification. Payment will be effective from the first full pay period after the successful ballot.

Upon commencement of this agreement, the employer will make a payment to each employee who was employed on 1 July 2013 and who is still employed at the date of the commencement of this agreement. This payment will be the difference between the base periodic rate of pay the employee actually received from the first pay period on or after 1 July 2013 and that rate they would have received under this agreement until the effective date provided in clause 12.6.

12.7. Payment of Wages

- (a) Wages shall be paid fortnightly.
- (b) Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution as nominated by the employee. Wages shall 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 shall not be held accountable for such delay.
- (c) Where the services of an employee are terminated with due notice, all moneys owing shall be paid upon cessation of employment, but in the case of termination without due notice, within three working days.
- (d) Where the employer has overpaid an employee, the employer shall notify the employee in writing of such overpayment and how such overpayment is made up, and may recover such amounts, with the agreement of the employee as to the amount of the overpayment and method of such recovery. This sub-clause authorises the use of deductions from wages for the purpose of such recovery. All such deduction from wages must be authorised in writing by the employee.

12.8. Particulars of Wages

- (a) In accordance with the Fair Work Act 2009, the employer shall provide all employees with a pay advice that details the employee's hours worked and accrued entitlements This will include but is not limited to:
 - (i) the employee's classification and rate of pay;
 - (ii) ordinary and overtime hours worked;
 - (iii) any penalty rates payable;
 - (iv) payment for annual leave;
 - (v) payment for long service leave;
 - (vi) payment for accrued days off;
 - (vii) payment for time off in lieu.
- (b) Employees have the right to request any of their leave accruals at any time.

13. HOURS

13.1. Reasonable Additional Hours

Part-time employees may, by mutual agreement, work hours in addition to regular rostered hours and all such additional hours to a maximum of 76 hours per fortnight will be paid at ordinary time.

Should an employee be directed to work additional hours without their agreement, or should a part-time employees work beyond 10 hours per day or shift, these hours shall be paid in accordance with clause 16 (Overtime).

An employee may not be required to work additional hours in circumstances where the working of additional hours would result in the employee working hours which are unreasonable having regards to:

- (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.

13.2. Arrangement of Hours

- (a) The ordinary hours of work for day workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or 76 hours per fortnight to be worked between 6am and 6pm Monday to Friday.
- (b) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or 76 hours per fortnight or an average of 38 hours per week in each roster cycle.
- (c) The hours of work prescribed in sub-clause (a) may be arranged as follows:
 - (i) 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 19 days in the 28 calendar-day cycle; or
 - (ii) 190 hours per 35 calendar days to be arranged so that each employee shall not work their ordinary hours on more than 19 days in the 35 calendar-day cycle; or
 - (iii) 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than ten days in the fortnight; or
 - (iv) 38 hours per week to be arranged so that each employee shall not work their ordinary hours on more than five days in the week; or
 - (v) as otherwise agreed in writing between the employer and the employee.
- (d) The ordinary hours of work for a permanent part-time employee will be a specified number of hours, which are less than those prescribed for a full-time employee. The specified number of hours may be balanced over a week or fortnight, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this Agreement. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a "week-on", "week-off" basis in accordance with this subclause.
- (e) Each employee shall be entitled to not less than four full days in each fortnight free from duty or two full days in each week free from duty (rostered days off), and every effort shall be made for such rostered days off to be consecutive, unless otherwise agreed.
- (f) Each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than eight hours break between each shift; provided that an employee shall not work more than seven consecutive shifts unless the employee so requests and the employer agrees.

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- (g) Full-time employees shall receive a minimum payment of four hours for each start in respect of ordinary hours of work.
 - (h) Permanent part-time employees shall receive a minimum payment of three hours for each start.
 - (i) Casual employees shall receive a minimum of two hours for each engagement.
 - (j) Employees shall be allowed a break of not less than 10 hours between the termination of one shift and the commencement of another shift, provided that, in lieu thereof, such break shall not be less than 8 hours in any of the following circumstances:
 - (i) To permit changes of duty rosters;
 - (ii) In any other case agreed upon by the employee and Blue Care
- Where agreement has been reached between Blue Care and the employee to reduce the 10 hour break between shifts to an 8 hour continuous break, due consideration shall be given to recognise that fatigue prevention must be, at all times, paramount to ensure that standards of care are not reduced.
- (k) Except for meal breaks, all time from the commencement to the cessation of duty each shift shall count as working time, except for shifts being worked as broken shifts.
 - (l) A Service Manager shall be free from duty for not less than nine days in each 28 consecutive days and such days free from duty may be taken in one or more periods.
 - (i) If any of the days mentioned in sub-clause (i) cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.
 - (ii) A Service Manager shall, where practicable, inform the employer by giving not less than seven days' notice of the days they propose to be free from duty; provided that such days shall be subject to the approval of the employer, and such approval shall not be unreasonably withheld.
 - (m) The employer will ensure there is provision for handover between Registered Nurses at the commencement of each shift to inform of any changes to a residents health status.

13.3. Accrued Days Off:

- (a) An employee whose ordinary hours of work are arranged in accordance with sub-clause 13.2(c)(i) and (ii) shall be entitled to an accrued day off (ADO) in each cycle of 28 days or 35 days as the case may be. The ordinary hours of work on each of those days shall be arranged to include a proportion of one hour on the basis of 0.4 of one hour for each 8-hour shift worked and 0.5 of one hour for each 10-hour shift worked which shall accumulate towards the employee's accrued day off duty on pay.
- (b) A full-time employee's accrued day off duty shall be determined by mutual agreement between the employee and the employer having regard to the needs of the place of employment or sections thereof. Such accrued day off duty shall, where practicable, be consecutive with the rostered days off prescribed in sub-clause 13.2(e) and (f). Provided that accrued days off shall not be rostered on public holidays.
- (c) Where the employer and the employee agree, up to five (5) accrued days off may be accumulated and taken in conjunction with the employee's annual leave or at another agreed time.
- (d) No time towards an accrued day off shall accumulate during periods of workers' compensation, unpaid parental leave, long service leave, any period of unpaid leave or the first four weeks of annual leave.

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- (e) Credit towards an accrued day off shall continue to accumulate whilst an employee is on paid personal/carers' leave. Where an accrued day off duty falls during a period of sick leave, the employee's available sick leave shall not be debited for that day.
 - (f) Employees entitled to accrued days off duty in accordance with this sub-clause 13.3, shall accrue credits towards an accrued day off duty in respect of each day those employees are absent on:
 - (i) additional annual leave in accordance with sub-clause 20.6(a) (Shift Worker);
 - (ii) leave in accordance with clause 18 (Public Holidays).

13.4. Broken Shifts

- (a) An employee may agree to work broken shifts at any time; however an employee may be required to work broken shifts in the following circumstances:
 - (i) in homecare; or
 - (ii) in an emergency – including staff absence; or
 - (iii) up to and including a 4 week continuous period for circumstances other than those covered by subclauses 13.4(a)(i) and (ii).

Where an employee has served a period of broken shifts in accordance with subclause (iii) the employee shall 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.

- (b) A "broken shift" for the purposes of this sub-clause means a single shift worked by an employee that includes one or more breaks in excess of that provided for meal breaks, where the time between the commencement and termination of the broken shift shall not exceed 12 hours.
- (c) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.
- (d) Where broken shifts are worked, employees shall receive the per shift allowance set out in Item 1 of Table 2 of Schedule B to this Agreement.
- (e) Payment for a broken shift shall be at ordinary pay with penalty rates and shift allowances in accordance with Clause 17 - Shift and Weekend Work, with shift allowances being determined by the commencing time of the broken shift.
- (f) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double ordinary pay.

14. ROSTERS

14.1. The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Such roster shall be displayed two weeks prior to the commencing date of the first working period in any roster subject to sub-clause (a).

- (a) In the case of Community Care Employees, alternative means of communicating changes of rosters such as telephone communication, direct contact, mail or facsimile will be accepted.
- (b) Clause 14.1 shall not make it obligatory for the employer to display any roster of ordinary hours of work of members of the casual or relieving staff.

14.2. A roster may be altered at any time so as to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness or in an emergency. Where such alteration involves an employee working on a day which would have been his or her rostered day off,

such employee may elect to be paid at overtime rates or have a day off in lieu which shall be mutually arranged.

- (a) Clause 14.2 shall not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has two rostered days off in that week or four rostered days off in that fortnight, as the case may be.
- (b) Any alteration to the roster of hours of a day worker must be consistent with the definition of a day worker contained in Clause 5 - Definitions.

14.3. Where a home care client cancels for reasons other than those outlined in sub-clause (a), permanent employees shall be entitled to receive payment for their minimum specified hours in that pay period. The employer may direct the employee 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 home care clients or otherwise in a residential aged care facility.

- (a) Where the employer is unable to meet the minimum specified hours of a permanent employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:
 - (i) work shall be re-allocated from casual employees to the permanent employee; or
 - (ii) hours shall 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.
- (b) Notwithstanding the provisions in sub-clauses (c)(i) to (c)(iii) inclusive, if after six weeks - or earlier if by mutual agreement - the employer is unable to provide the minimum specified hours, the employee shall be entitled to the provisions set out in Clause 31 - Redundancy.
- (c) Nothing in this clause shall prohibit the employee and employer reaching agreement as to a period of authorised unpaid leave.

14.4. Where an employee is entitled to an allocated day off duty in accordance with clause 13 - Hours that allocated day off duty is to be shown on the roster of hours for that employee.

14.5. Each sleepover shall appear on the roster.

15. BREAKS

15.1. Two separate ten-minute tea breaks (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift of 7.6 hours or more; where less than 7.6 ordinary hours are worked employees shall be allowed one 10-minute tea break in each four-hour period. Subject to agreement between the employer and the employee, the two ten-minute tea breaks may alternatively be taken as one 20-minute tea break, or by one ten-minute tea break with the employee allowed to proceed off duty ten minutes before the completion of the normal shift finishing time. Such tea break(s) shall count as working time.

15.2. Employees shall not be required to work more than six (6) hours without a meal break. Such meal break shall be of between 30 and 60 minutes duration and shall not count as time worked.

However, employees engaged in community care duties may be rostered to have a paid 20-minute break in the place of the meal break where they are required to remain with the client during such break.

15.3. Notwithstanding the provisions of sub-clause 15.2, an employee required to work shifts in excess of 10 hours shall be entitled to a 60-minute meal break. Such time shall be taken as either two thirty-minute meal breaks or one 60-minute meal break, subject to agreement between the employer and employee.

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- 15.4. An employee who is required to work overtime for more than two hours and such overtime goes beyond 7:00 a.m., 1:00 p.m., and 6:00 p.m. shall, at the option of the employer, be supplied with a meal or shall be paid, as the case may be:
- (a) the amount for breakfast set out in Item 2 of Table 2 of Schedule B to this Agreement;
 - (b) the amount for lunch set out in Item 3 of Table 2 of Schedule B to this Agreement
 - (c) the amount for the evening meal set out in Item 4 of Table 2 of Schedule B to this Agreement.

16. OVERTIME

- 16.1. All time worked by employees outside the ordinary hours in accordance with Clause 13 - Hours and Clause 14 - Rosters, shall be paid time and one half ordinary pay up to two (2) hours each day and thereafter double ordinary pay; provided however, that all overtime worked on Sunday shall be paid at double ordinary pay and all overtime worked on public holidays shall be paid for at double time and one-half ordinary pay.
- 16.2. An employee must receive an eight or ten hour break between rostered shifts, in accordance with Clause 13 - Hours. Where the next shift is due to commence before the employee has had their appropriate eight or ten hours break, one of the following will apply:
- (a) The employee will be released prior to, or after the completion of their shift to permit them to have their appropriate break under Clause 13 - Hours without loss of pay for the working time occurring during such absence.
 - (b) If at the request of the employer an employee works without their appropriate break, they shall be paid until they are released from duty at overtime rates. Once released from duty such employees shall be entitled to be absent from work until they have had their appropriate break in accordance with Clause 13 - Hours without loss of pay for working time occurring during such an absence.
- 16.3. With the exception of employees working broken shifts, employees who are recalled to work overtime after leaving the employer's place of work shall be paid a minimum of four hours at the applicable overtime rate for each time so recalled. Provided that, except in unforeseen circumstances, an employee shall not be required to work the full four hours if the tasks they were recalled to perform are completed within a shorter period.
- (a) An employee recalled to work overtime pursuant to sub-clause 16.2 shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.
 - (b) Provided that where an employee elects to use his or her own vehicle the employee shall be paid the per kilometre allowance set out in Item 5 of Table 2 of Schedule B to this Agreement.
- 16.4. For the purposes of assessing overtime, each day shall stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- 16.5. All time worked by permanent part-time employees in excess of their rostered hours shall be paid for at overtime rates, subject to clause 13.1, reasonable additional hours.
- 16.6. In lieu of receiving payment for overtime in accordance with this clause, employees may be compensated by way of time off in lieu of overtime on the following basis:
- (a) Time off in lieu of overtime is taken on the basis of hour for hour at ordinary pay, that is for example, one hour off for each hour of overtime worked. However, any applicable shift and weekend penalties shall still be paid as if the time was worked when taking such time in lieu. It must be taken within four months of it being accrued at a mutually agreed time.

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- (b) Where it is not possible for an employee to take the time off in lieu of overtime within the four month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (c) Employees cannot be compelled to take time off in lieu of overtime and an employer cannot be compelled to agree to provide the employee with time off in lieu of overtime.
 - (d) The employer must maintain records of all time in lieu of overtime owing and taken by employees.
 - (e) Where no election is made the employee shall be paid overtime rates in accordance with this Agreement.

17. SHIFT AND WEEKEND WORK

17.1. Employees shall be paid the following percentages in addition to their ordinary pay, and where applicable, the 25% casual loading, for shifts rostered as follows:

- (a) Afternoon Shift — Extra Payment
 - (i) For the purpose of this clause an afternoon shift is a shift other than a night shift, commencing at or after 12 midday.
 - (ii) Afternoon shift workers shall be paid an allowance of 12.5% for each shift of ordinary hours.
- (b) Night Shift — Extra Payment
 - (i) Night shift is a shift commencing at or after 6:00 pm or before 7:30 am the following day, the major portion of which is worked between 6:00 pm and 7:30 am.
 - (ii) Night shift workers shall be paid an additional 15% for each shift of ordinary hours.

17.2. Notwithstanding sub-clause 17.1, employees working less than the hours prescribed for a full-time employee within Clause 13 - Hours shall only be entitled to the additional rates where their shifts commence prior to 6:00a.m. or finish subsequent to 7:00 p.m.

17.3. Employees shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:

- (a) for work between midnight on Friday and midnight on Saturday - time and one half.
- (b) for work between midnight on Saturday and midnight on Sunday - time and three-quarters.

These extra rates shall be in substitution for and not cumulative upon the shift allowances prescribed in the preceding sub-clauses 17.1 and 17.2.

18. PUBLIC HOLIDAYS

18.1. The following are public holidays:

- New Year's Day (1 January)
- Australia Day (26 January)
- Good Friday
- Easter Monday
- Anzac Day (25 April)
- Birthday of the Sovereign (the second Monday in June)
- A day between Christmas and New Years Day in lieu of Bank Holiday
- Boxing Day
- Labour Day
- Christmas Day
- Easter Saturday

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- Easter Sunday

Or any other day, or part-day, declared or prescribed by or under New South Wales law to be observed generally within the state, or a region of the state, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

- (a) all work performed shall be paid at the rate of double time and one half, meaning time and one half in addition to the days pay, with a minimum shift length as prescribed in clause 13.2(g) for full time employees, 13.2(h) for part time employees and 13.2(i) for casual employees.
- (b) if the day occurs during an employee's period of annual leave, another day on full pay, shall be added to the employee's annual leave.
- (c) For full time and part time employees who work 10 shifts per fortnight, if the day occurs on an employees rostered day off duty as provided in clause 13.2(e), the employee shall be paid an additional day's pay, or with the agreement of the employer, shall have a days leave on full pay, at a time mutually arranged between Blue Care and the employee, subject to clause 18.1(d) and (e) below.
- (d) only employees who are regularly rostered to work ordinary hours on a Saturday have any entitlement to payment, other than when work is actually performed, or additional leave for Easter Saturday.
- (e) only employees who are regularly rostered to work ordinary hours on a Sunday have any entitlement to payment, other than when work is actually performed, or additional leave for Easter Sunday.

18.2. Full-time and Part-time Employees

A full-time or part-time employee who is rostered to work on a day of the week on which a public holiday falls, and who is not required to work on that day, shall be paid for the hours which would have been otherwise worked on that day.

18.3. Casual Employees

Casual employees shall have no entitlement to pay or leave for Public Holidays, however all work completed by a casual employee shall be paid for at the rate of double-time and a-half of the base rate of pay.

18.4. Ceremonial Days - Substitution

All indigenous Australian employees shall, in substitution for a public holiday specified within this clause, be entitled to the National Aboriginal Day of Celebration as a Public Holiday without loss of pay on the day it is celebrated in the State in which the employee is employed. Provided that by mutual agreement in lieu of this day being taken as a substituted public holiday it may be taken as an annual leave day or may be taken out of accumulated time in lieu accrual.

19. ALLOWANCES

19.1. In Charge Allowance

- (a) A registered nurse who is designated to be in charge during the day, evening or night of a residential aged care facility shall be paid in addition to his or her appropriate salary, whilst so in charge, the per shift allowance set out in Item 7 (for less than 100 beds) or Item 8 (for 100 or more beds) of Table 2 of Schedule B to this Agreement.
- (b) A registered nurse who is designated to be in charge of a shift in a section of a residential aged care facility shall be paid in addition to his or her appropriate salary, the per shift allowance set out in Item 9 of Table 2 of Schedule B to this Agreement.

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- (c) This sub-clause shall not apply to registered nurses holding classified positions of a higher grade than a registered nurse.

19.2. Vehicle/Travelling Allowance

- (a) An employee, other than a Community Care Employee, sent for duty to a place other than his or her regular place of duty shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- (b) Where an employee is called upon and agrees to use his or her private vehicle for official business, the employee shall be paid the per kilometre allowance set out in Item 5 of Table 2 of Schedule B to this Agreement excluding travel to and from the employee's home to the first place of work and return to home at the end of his or her duties.
- (c) Where an employee is required to use public transport for travel on official business such employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the employee's home to the first place of work and return to home at the cessation of his or her duties.
- (d) No payment shall be made under this sub-clause 19.2(b) and (c) unless the employer is satisfied that the employee has incurred expenditure for such travel.
- (e) Where community care employees are rostered to work with consecutive clients they shall 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 his/her duties; provided that this payment shall not be made if the employee is being paid at the hourly rate of pay for the time between consecutive clients.

19.3. Uniforms Allowance

- (a) In lieu of supplying a uniform where required to an employee, the employer shall pay the employee the weekly allowance set out in Item 10 of Table 2 of Schedule B to this Agreement.
- (b) In lieu of laundering at the expense of the employer, the sum per week set out in Item 11 of Table 2 of Schedule B to this Agreement shall be paid to the said employee. Provided that the payment of such laundry allowance shall not be made to any employee on absences exceeding one week.
- (c) An employee who works less than thirty-eight hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to thirty-eight ordinary hours.

19.4. Sleepovers Allowance

- (a) Employees, other than nurses, may, in addition to normal rostered shifts, be required to sleepover. A sleepover means sleeping in at night in order to be on call for emergencies.
- (b) The following conditions shall apply to each night of sleepover:
 - (i) The span for a sleepover shall be not less than 8 hours nor more than 10 hours on any one night.
 - (ii) Employees shall be provided with free board and lodging for each night on which they are required to sleep over.
 - (iii) Employees shall be provided with a separate room with a bed and use of staff facilities or client facilities where applicable.
 - (iv) In addition to the provision of free board and lodging for such nights, the employee shall be entitled to a sleepover allowance equivalent to 2.4 hours of ordinary pay of the employee's classification for each sleepover.

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- (v) No work other than that of an emergency nature shall be required to be performed during any sleepover. For the purposes of this clause an emergency is any unplanned occurrence or event requiring prompt action.
 - (vi) An employee directed to perform work other than that of an emergency nature during any sleepover shall be paid the appropriate hourly rate from the start of the sleepover to the end of the non-emergency work, or from the start of the non-emergency work to the end of the sleepover, whichever is the lesser, in addition to the sleepover allowance in sub-clause 19.4(b)(iv).
 - (vii) All time worked during any sleepover shall count as time worked and be paid for in accordance with the following provisions:
 - (A) All time worked by full-time employees during any sleepover shall be paid for at overtime rates.
 - (B) All time worked by permanent part-time employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend penalties; provided that, if the total number of hours worked on that day exceeds the number of hours worked by full-time employees, or eleven hours where there are no such full-time employees, then the excess hours worked on that day shall be paid for at overtime rates; and provided further that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight as the case may be, then the excess hours worked in that week or fortnight, as the case may be, shall be paid for at overtime rates.
 - (C) All time worked by casual employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend penalties; provided that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight as the case may be, then the excess hours worked in that week or fortnight, as the case may be, shall be paid for at overtime rates.
 - (D) And provided further that where the employee does not have eight consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of sub-clause (x) of this sub-clause will apply.
 - (viii) 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.
 - (ix) No employee shall be required to sleepover during any part of their rostered days off and/or allocated days off provided for in sub-clauses 13.2(e), 13.2(f) and 13.3.
 - (x) An employee (whether a full-time employee, permanent part-time employee or casual employee) who performs so much work during sleepover periods between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times shall, subject to this sub-clause, be released after completion of such work until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such eight consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) Nothing in this clause shall preclude the employer from rostering an employee to work shift work in lieu of undertaking sleepovers.

19.5. On Call Allowance

- (a) An employee who agrees to be on call, that is, the employee agrees to make themselves ready and available to return to work at short notice whilst off duty, shall be paid the allowance, for each period of 24 hours or part thereof, set out in Item 12 of Table 2 of Schedule B to this Agreement.
- (b) An employee who is directed to remain on call during a meal break shall be paid the meal break allowance set out in Item 13 of Table 2 of Schedule B to this Agreement, provided that no allowance shall 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 19.5(a).
- (c) Where an employee on call in accordance with sub-clause 19.5(a), leaves the residential aged care facility and is recalled to duty, she or he shall 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 shall be paid the per kilometre allowance set out in Item 5 of Table 2 of Schedule B to this Agreement.
- (d) This subclause shall not apply to a Service Manager, or Assistant Service Manager.

19.6. Continuing Education Allowance

- (a) A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.
- (b) The qualification must be accepted by the employer to be directly relevant to the competency and skills used by the employee in the duties of the position.
- (c) The allowance is not payable to Deputy Directors of Nursing or Directors of Nursing unless it can be demonstrated to the satisfaction of the employer that more than fifty per cent of the employee's time is spent doing clinical work.
- (d) The allowance is not payable to Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.
- (e) A registered nurse or enrolled nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- (f) The employee claiming entitlement to a continuing education allowance must provide evidence to the employer that they hold that qualification.
- (g) A registered nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 16 of Table 2 of Schedule B to this Agreement.
- (h) A registered nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 17 of Table 2 of Schedule B to this Agreement.
- (i) A registered nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 18 of Table 2 of Schedule B to this Agreement.
- (j) An enrolled nurse who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the employer to be directly relevant to the

competency and skills used by the enrolled nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 19 of Table 2 of Schedule B to this Agreement.

- (k) The allowances set out in sub-clauses 19.6 (g), (h), (i) and (j) are not included in the employee's ordinary rate of pay and will not constitute part of the all-purpose rate.
- (l) A registered nurse or enrolled nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.
- (m) The rates for these allowances shall be adjusted in accordance with increases in other wage-related allowances contained in this Agreement.

19.7. Higher Duties Allowance

- (a) Subject to sub-clauses (b), (c) and (d) of this clause, an employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification, shall be entitled to receive for the period of relief or the period during which he or she so acts the minimum payment for such higher classification.
- (b) The provisions of sub clause (a) of this clause shall not apply where the employee of the higher classification is off duty pursuant to sub-clause 13.2(m) - Arrangement of Hours, except insofar as a Director of Nursing accumulates days off for a continuous period of one week or more; nor when an employee in a higher grade is absent from duty by reason of his/her additional day off duty as a consequence of working a 38 hour week.
- (c) Further, the provisions of sub-clause (a) of this clause shall not apply where a Director of Nursing is absent from duty for a period of three working days or less for any reason other than pursuant to sub-clause 14.2(m) - Arrangement of Hours.
- (d) Subject to sub-clauses (b) and (c) above, the provisions of sub-clause (a) shall not apply where a day worker is being relieved and is absent from duty for a period of three consecutive working days or less which have been rostered in advance.

19.8. Live-In

Employees required to live in shall be provided with full board and lodging free of charge. Where, in these circumstances, employees are rostered off duty, other appropriate staff shall be available as required.

19.9. Special Duties Allowance

- (a) An Assistant in Nursing/ Care Service Worker working in a residential setting who has undertaken the relevant Blue Care training shall be paid an allowance subject to the conditions set out in this clause.
- (b) The hourly allowance will be paid for the entire shift where the majority of work on any particular shift entails the provision of physical assistance with medications under the supervision/delegation of a Registered Nurse.
- (c) Duties may include, at the direction/delegation of the registered nurse, the routine recording of blood glucose levels, blood pressure, pulse and simple wound dressings as per individual competency.
- (d) The rates for this allowance shall be adjusted in accordance with increases in other wage-related allowances contained in this Agreement and is set out in Item 20 of Table 2 of Schedule B to this Agreement.

PART 3 - LEAVE

20. ANNUAL LEAVE

20.1. The Standard

- (a) Employees are entitled to annual leave in accordance with the National Employment Standards.
- (b) Casual employees have no entitlement to annual leave.

20.2. Accrual of Annual Leave

- (a) Every full-time and part-time employee shall, at the end of each year of employment, be entitled to annual leave on full pay as follows:
 - (i) Not less than 5 weeks if the employee is a shift worker; or
 - (ii) Not less than 4 weeks in any other case.
- (b) An employee whose employment is terminated prior to the expiration of a full year of employment shall be entitled to a pro rata equivalent of annual leave as provided for above.

20.3. Payment of Annual Leave

- (a) If an employee takes annual leave during a period, the annual leave shall be paid at the employee's ordinary pay immediately before the period begins.
- (b) If the employment of an employee who has not taken an amount of accrued annual leave ends at a particular time, the employee's untaken accrued annual leave shall be paid at the employee's ordinary pay at that time.
- (c) Annual leave loading, if any, shall be paid in accordance with clause 20.6 of this Agreement.

20.4. Taking of Annual Leave

- (a) An employee is entitled to take an amount of annual leave during a particular period if:
 - (i) at least that amount of annual leave is credited to the employee; and
 - (ii) the employer has authorised the employee to take the annual leave during that period.
- (b) In the taking of leave, the employee shall make written application to the employer, giving timely notice of the desired period of such leave.
- (c) Annual leave shall be taken in an amount and at a time which is approved by the employer subject to the operational requirements of the workplace. The employer shall not unreasonably withhold or revoke such approval.
- (d) Extensive accumulated annual leave: An employee must take an amount of annual leave during a particular period if:
 - (i) the employee is directed to do so by the employer;
 - (ii) at the time that the direction is given, the employee has annual leave credited to him or her of more than $\frac{1}{13}$ of the number of ordinary hours worked by the employee for the employer during the period of 104 weeks ending at the time that the direction is given; and
 - (iii) the amount of annual leave that the employee is directed to take is less than, or equal to, $\frac{1}{4}$ of the amount of credited annual leave of the employee at the time that the direction is given.

20.5. Cashing out of Annual Leave

- (a) Employees may, with the agreement of the employer, elect to cash out their accrued annual leave entitlements, provided:
 - (i) the employee has at least 4 weeks or more leave accrued at the time of application (or the pro-rata equivalent for part-time employees);
 - (ii) a request to cash out annual leave must be submitted in writing;
 - (iii) a minimum of 1 week's leave is cashed out per election;
 - (iv) the maximum amount cashed out per employee in any one year is the amount which would result in a remaining balance of annual leave of not less than four weeks (or the pro-rata equivalent for part-time employees), which leave must be taken at an agreed time in accordance with clause 20.4 'Taking of Annual Leave';
 - (v) the employee shall receive payment in lieu of annual leave at a rate no less than the employee's ordinary rate of pay plus the relevant leave loading as applicable at the time the application is made;
 - (vi) the employer must not attempt to influence or pressure an employee to elect to cash out a period of annual leave.

20.6. Annual Leave Loading

- (a) Employees shall be entitled to annual leave loading of 17.5% on four weeks of the appropriate weekly rate of pay, or shift allowances and weekend penalties as set out in sub-clause (b) of this clause, whichever is the greater.
- (b) A shift worker shall be paid whilst on annual leave his or her ordinary pay plus shift allowances and weekend penalties relating to ordinary time the shift worker would have worked if he/she had not been on annual leave. Provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave, for days which have been added to annual leave in accordance with the provisions of clause 18 - Public Holidays.
- (c) No loading is payable where the annual leave is taken wholly or partly in advance, provided however, that if the employment of such an employee continues until their next anniversary date, the loading then becomes payable.
- (d) Where the employment of an employee is terminated for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of the annual leave accrued as at their last anniversary date, they shall be paid the leave loading for such leave on termination. No leave loading is payable on pro-rata leave on termination.
- (e) Where the employment of an employee is terminated for misconduct and at the time of the termination the employee has not been given and has not taken the whole of the annual leave accrued as at their last anniversary date, they shall not be paid the leave loading for such leave on termination.

20.7. Annual Leave and Service

A period of annual leave does not break an employee's continuity of service and annual leave counts as service for all purposes.

21. PERSONAL/CARER'S LEAVE

21.1. The Standard

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- (a) Employees are entitled to personal leave in accordance with the provisions of the National Employment Standard.
 - (b) Casual employees have no entitlement to paid personal/carer's leave, but do have an entitlement to unpaid carer's leave.

21.2. Accrual of Paid Personal/Carer's Leave

- (a) For each completed year of service with the employer, a full-time employee is entitled to 10 days of paid personal/carer's leave. A part-time employee will accrue paid personal/carer's leave on a pro-rata basis.
- (b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- (c) No payment will be made in lieu of accumulated personal/carer's leave.
- (d) Casual employees have no entitlement to paid personal/carer's leave.

21.3. Taking paid personal/carer's leave

An employee may take paid personal/carer's leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) 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 personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (c) Grandparent Leave - where an employee has completed 12 months of continuous service with Blue Care, they will be entitled to access one day of their accrued personal/carer's leave upon the birth of a grandchild. Such leave is for the purpose of spending time with the grandchild and is to be taken within one month of the birth.

21.4. Payment for paid personal/carer's leave

An employee, who takes a period of paid personal/carer's leave in accordance with this clause, shall receive payment at the employee's base rate of pay for the employee's ordinary hours of work in the period.

21.5. Unpaid carer's leave

- (a) An employee is entitled to 2 days of unpaid carer's leave when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) Unpaid carer's leave may only be taken after employee has exhausted other paid personal/carer's leave entitlements.
- (c) An employee may take unpaid carer's leave as:
 - (i) a single continuous period of up to 2 days; or

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- (ii) any separate periods to which the employee and employer agree.

21.6. Substantiation of Absence

- (a) If the employer requires an employee to provide documentary evidence in relation to a period of personal leave taken or to be taken by the employee, the employee must give the employer:
 - (i) If it is reasonably practicable to do so – a medical certificate from a registered health practitioner; or
 - (ii) If it is not reasonably practicable for the employee to give the employer a medical certificate – a statutory declaration made by the employee.

21.7. Notice to Employer

Every employee shall provide reasonable notice of any absence from work due to personal/carer's leave to the employer. "Reasonable notice" is defined as personal telephone contact to the employee's direct supervisor as early as is practicable under the circumstances.

21.8. Leave for matters arising from family violence

- (a) In this clause *family violence* means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- (b) The leave entitlements provided for in clause 21 Personal/Carer's Leave of this Agreement may be used by staff members experiencing family violence.
- (c) The employer will need to be satisfied, on reasonable grounds, that family violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a court, a doctor, a Family Violence Support Service or lawyer.
- (d) Personal information concerning family violence will be kept confidential by the employer.
- (e) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

21.9. Sick Leave Balance at 1 January 2009

- (a) This sub-clause shall only have application to employees covered by this Agreement as at the commencement of this Agreement.
- (b) For the purposes of this sub-clause:

"Pre 1 January 2009 bank" shall mean that amount of sick leave an employee had accrued at 1 January 2009 less any hours taken since;

"Frozen sick leave bank" shall mean the amount of sick leave an employee has accrued and not taken, during the period of 1 January 2009 to the commencement of this Agreement.
- (c) Upon termination of employment an employee shall, in addition to all other entitlements, be entitled to payment equivalent to the following:
 - (i) Where the employee is dismissed for misconduct:
 - Nil
 - (ii) Where the employment contract ceases for any other reason:
 - untaken sick leave accrued after 1 January 2009, to a maximum of 76 hours.

Provided that;

- where an employee has in excess of 76 hours in their frozen sick leave bank (as at the commencement of this Agreement), the employee is entitled to

payment for those hours in their frozen sick leave bank, less any hours taken.

- (d) No employee shall be entitled to payment for any portion of their pre 1 January 2009 bank upon termination of employment.
- (e) Where an employee is eligible to payment for sick leave such sick leave shall be deducted from available accruals in the following order:
 - (i) from any sick leave accrued after 1 January 2009; then
 - (ii) from the employee's Pre 1 January 2009 bank (if any).

21.10. Personal/Carer's Leave and Service

- (a) A period of paid personal/carer's leave does not break an employee's continuity of service and paid personal/carer's leave counts as service for all purposes.
- (b) A period of unpaid personal/carer's leave does not break an employee's continuity of service, however a period of unpaid personal/carer's leave does not count as service.

22. COMPASSIONATE LEAVE

22.1. Employees are entitled to compassionate leave in accordance with the provisions of the National Employment Standard.

Casual employees have no entitlement to paid compassionate leave. However casual employees are entitled to unpaid compassionate leave provided the casual employee would otherwise be entitled to such leave and complies with the provisions of this clause. The employer agrees not to fail to re-engage a casual employee because the employee accessed the entitlements provided for in this sub-clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.

22.2. Compassionate leave is paid leave taken by an employee:

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

22.3. An employee is entitled to a period of 2 days of compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

22.4. However, the employee is entitled to compassionate leave only if the employee gives the employer any evidence that the employer reasonably requires of the illness, injury or death.

22.5. An employee who is entitled to a period of compassionate leave is entitled to take the compassionate leave as:

- (a) a single, unbroken period of 2 days; or

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- (b) 2 separate periods of 1 day each; or
 - (c) any separate periods to which the employee and the employer agree.

22.6. If an employee takes compassionate leave during a period, the compassionate leave shall be paid at the employee's ordinary pay immediately before the period begins.

22.7. A period of compassionate leave does not break an employee's continuity of service and compassionate leave counts as service for all purposes.

23. PARENTAL LEAVE

23.1. Employees are entitled to parental leave in accordance with the provisions of the National Employment Standard.

Only eligible casual employees have an entitlement to paid and unpaid parental leave.

23.2. Paid Parental Leave

- (a) In addition to the provisions of National Employment Standards, eligible employees who have completed 12 months continuous service with Blue Care shall also be entitled to the following:
 - (i) Maternity leave - first 9 weeks as paid leave at the employee's base rate of pay
 - (ii) Paternity leave – 1 week paid leave at the employee's base rate of pay to be taken within 4 weeks of the birth
 - (iii) Adoption leave - 9 weeks at the time of placement as paid leave at the employee's base rate of pay
- (b) Where the eligible employee has three or more years continuous service and is the recognised primary care giver, in lieu of the leave prescribed in (a), will be entitled to a total of paid parental leave of 12 weeks as paid leave at the employee's base rate of pay.
- (c) The paid component of the leave taken forms part of and is not in addition to the unpaid leave entitlement
- (d) An employee taking paid leave may elect to double the available paid leave if that leave is taken on half-pay.

24. LONG SERVICE LEAVE

24.1 An employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the *Long Service Leave Act 1955 (NSW)* provided that should there be any inconsistency between that legislation and the provisions of this Agreement these provisions shall prevail.

24.2 Employees covered by this agreement shall be entitled to long service leave, on a pro rata basis after seven (7) years continuous service. The accrual of this entitlement is as follows:

- (a) Each employee shall be entitled to two months long service leave on ordinary pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months long service leave for each ten years' service. This additional leave may be taken on a pro-rata basis each five years after completing the initial 10 year period of service.
- (b) Where the services of an employee with at least five years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, he/she shall be entitled to be paid a proportionate amount on the basis of two months for ten years service.

24.3 For the purpose of sub-clause 24.2:

- (a) service shall mean continuous service with any one employer/organisation;
- (b) service shall not include:
 - (i) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded therefrom) in which case service shall include any period without pay not exceeding six months taken after 1 June, 1980;
 - (ii) any period of service as a part-time worker except as provided for in sub-clause 24.6.

24.4 The employer shall 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 shall be given and taken. Long service leave shall 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.

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 24.9, be paid at the rate applicable at the time of the agreement.

24.5 On the termination of employment of an employee, otherwise than by his or her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination.

Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service dies, the widow or the widower of such employee or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower or children such person who, in the opinion of the employer, was at the time of the death of such an employee, a dependent relative of such employee shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his or her services terminated as referred to in sub-clause 24.2(b) and such monetary value shall be determined according to the salary payable to the employee at the time of his or her death.

Where there is a guardian of any children entitled under this sub-clause the payment to which such children are entitled may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this sub-clause to receive the monetary value of leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

24.6 Full-time and permanent part-time employees shall be entitled to have previous part-time service as a part-time worker which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time and/or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours up until 30 April, 1985 and bears to thirty-eight hours on and from 1 May, 1985, provided the part-time service as a part-time worker merges without break with the subsequent full-time service or permanent part-time employment.

24.7 Where an employee has been granted a period of long service leave prior to the coming into force of this Agreement, the amount of such leave shall be debited against the amount of leave due under this Agreement.

24.8 Employees of the employer previously covered by long service leave provisions or arrangements contained in industrial instruments or State legislation 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 shall be in accordance with this Agreement.

e.g. an employee with 15 years continuous service under an industrial instrument or State legislation at the time of transfer may have an accrued entitlement of 3 months long service leave. From this time onwards employees would accrue their entitlements in accordance with this Agreement, at the rate of 2.5 months for each five years service as the continuity of service for long service leave purposes is not affected by the entering into of this Agreement. Thus, after 20 years continuous service the employee would be entitled to 5.5 months long service leave, made up of 3 months under the previous industrial instrument or State legislation and a further 2.5 months under this Agreement.

- 24.9 At the request in writing of the employee, and then by agreement of the Employer, Long Service Leave entitlements may be taken as double the quantum of leave at half pay or half the quantum of leave at double pay.

A part time employee may elect to take long service leave at pay that is equivalent to a full time employee's ordinary hours of work as prescribed in Clause 13 Hours of Work – Ordinary Hours of Work. This will reduce the part time employee's accrued long service leave entitlement by the number of hours of long service leave taken.

25. CULTURAL LEAVE

- 25.1 An employee who is legitimately required by cultural tradition to be absent from work for ceremonial purposes or other cultural observances will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer. Suitable notice along with supporting evidence of the requirement for such time off should be provided with the leave application.

26. REPATRIATION LEAVE

- 26.1 Employees who are ex-servicemen or ex-service women may be granted special leave in one or more periods up to a maximum of 6½ working days in any period of twelve months without deduction from annual or sick leave credits for the following purposes in connection with an accepted war-caused disability or in connection with an application to the Repatriation Department for a disability to be so accepted:

- (a) to attend a hospital or clinic or visit a medical officer in that regard;
- (b) to attend a hospital, clinic or medical officer or to report for periodical examination or attention;
- (c) to attend limb factories for the supply, renewal and repair of artificial replacements and surgical appliances.

- 26.2 Employees are to provide the employer with documentary evidence as to the attendance prior to the payment of special leave being granted.

27. LEAVE WITHOUT PAY

- 27.1 By agreement between the employer and a permanent employee, an employee may be granted a period of leave without pay.

- 27.2 The period of leave without pay will not break the continuity of service but will not count for the purpose of:

- (a) accruing annual leave, incremental progression, sick leave and public holidays;
- (b) accruing long service leave except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded therefrom) in which case service shall include any period without pay not exceeding six months taken after 1 June, 1980;
- (c) qualifying period for paid and unpaid parental leave; and

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- (d) the calculation of notice and severance pay in accordance with clause 30 - Termination of Employment and clause 31 - Redundancy.

28. PURCHASED LEAVE

- 28.1 An employee (permanent or fixed term contract with at least 12 months remaining in their contract) may apply to purchase up to 20 days (4 weeks) additional leave in a 12 month period. Purchased leave will be subject to operational requirements, agreement of the employer and the following conditions:
- (a) a written agreement is reached, specifying the days when the leave shall be taken;
 - (b) purchased leave may only be approved where at the time of applying to purchase leave, the employee has an annual leave balance of no more than 1 year's entitlement (i.e. 5 weeks or 6 in the case of continuous shift workers);
 - (c) purchased leave will be funded through a reduction in the employee's ordinary base rate of pay, equivalent to the cost of the period of purchased leave, annualised over a maximum 12 month period;
 - (d) purchased leave cannot be accrued;
 - (e) personal leave cannot be taken during a period of purchased leave;
 - (f) during a period of purchased leave, employees will be paid any all-purpose allowances which would have been payable but which were reduced as a consequence of purchasing leave;
 - (g) higher duties allowance will not be paid when a period of purchased leave is taken;
 - (h) purchased leave will count as service for all purposes;
 - (i) it is the responsibility of the employee to investigate options and the impact of the arrangements on their wages, allowances, taxation and superannuation.

29. WORKPLACE RELATIONS TRAINING LEAVE

- 29.1 Upon written application, an employee may be granted up to five working days' workplace relations training leave in each calendar year, to further their knowledge of workplace relations. The written application shall be endorsed by the organisation providing the training and shall provide to the employer at least one months' notice.
- (a) Such leave shall be non-cumulative and paid at ordinary pay of the hours the employee was rostered to work. For the purposes of these provisions ordinary pay shall mean at the ordinary hourly rate paid to the employee exclusive of any allowance for travelling time and fares, shift work or weekend penalties.
 - (b) The granting of such leave shall be subject to the following conditions:
 - (i) An employee must have at least twelve months' service with the employer prior to such leave being granted.
 - (ii) The maximum number of employees of one and the same employer attending a course or seminar at the same time shall be as follows:
 - i. Where the employer employs between 1 and 50 employees – 1;
 - ii. Where the employer employs between 50 and 100 – 2;
 - iii. Where the employer employs over 100 employees – 4;

Provided that no more than 1 employee from any one service shall attend at the same time.

- (c) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.
- (d) The scope, content and level of the course shall be such as to contribute to a better understanding of workplace relations within the employer's operations.
- (e) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (f) Leave granted to attend training will not incur additional payment if such training coincided with the employee's rostered or accrued day off or with any approved leave.

PART 4 - OTHER PROVISIONS

30. TERMINATION OF EMPLOYMENT

30.1 Termination by the employer

- (a) In order to terminate the employment of a full-time or part-time employee, the employer shall give the employee the following notice:

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

- (i) A Service Manager shall be entitled to 4 weeks notice.
 - (ii) A Care Service Employee Grade 5 shall be entitled to 4 weeks notice.
- (b) In addition to the notice in (a) above, employees over 45 years of age and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum amount payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case a casual employee or an employee engaged for a specific period or tasks.
- (f) The Employer may summarily dismiss any employee without notice for serious misconduct which justifies instant dismissal, and in such cases the wages shall be paid up to the time of dismissal only.

Examples of serious misconduct may include, but are not limited to the following:

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- Theft;
 - Fraud;
 - Assault;
 - Harassment, including sexual harassment;
 - Wilfully disregarding lawful and reasonable direction; or
 - Gross negligence.

(g) A casual employee will be entitled to one hour's notice.

(h) Where an employee is absent from work for a continuous period of 2 working days without the consent of the employer, and without notification to the employer, the employer shall be entitled to inform the employee by written correspondence that unless the employee provides a satisfactory explanation of her or his absence within 2 days of the receipt of such a request, the employee will be considered to have abandoned employment.

30.2 Notice of termination by employee

The notice of termination required to be given by an employee shall be:

(a) for a Service Manager – 4 weeks;

(b) for Care Service Employee Grade 5 – 4 weeks; and

(c) for all other employees, the same as that required of an employer, except that there shall be no additional notice based on the age of the employee concerned.

If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 12.7.

30.3 Statement of employment

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

30.4 Time off during notice period

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

30.5 Abandonment of Employment

Where an employee is absent from work for a continuous period of two working days without the consent of the employer, and without notification to the employer, the employer shall be entitled to inform the employee by written correspondence 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 abandoned employment.

31. REDUNDANCY

31.1 For the purposes of this clause, "continuous service" shall be interpreted in the same manner as "service of a worker" is interpreted in the *Long Service Leave Act 1955 (NSW)* as at the date this Agreement comes into operation. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an employee but are not to be taken into account in calculating length of service for the purposes of this clause.

31.2 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.

31.3 Unless the FWC subsequently orders otherwise pursuant to sub-clause 31.4, where the employment of an employee is to be terminated for the reason set out in sub-clause 31.2, the employer shall pay, in addition to other payments due to that employee, the following severance pay in respect of the following continuous periods of service:

(a) Where the employee is under 45 years of age, the employer shall pay the employee in accordance with the following scale:

Minimum Years of Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and over	16 weeks pay.

(b) Where the employee is 45 years of age or over, the employer shall pay the employee in accordance with the following scale:

Minimum Years of Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and over	20 weeks pay

(c) "Weeks pay" means the rate of pay for the employee concerned at the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:

- (i) shift allowances as prescribed in sub-clauses 17.1 and 17.2 - Shift and Weekend Work;
- (ii) weekend penalties as prescribed in sub-clause 17.3 - Shift and Weekend Work;
- (iii) broken shift allowances as prescribed in clause 13.4 - Broken Shifts;
- (iv) sleepover allowances as prescribed in clause 19.4 - Sleepovers; and
- (v) apprentices' TAFE examination allowances as prescribed in clause 12.5(d) - Other Entitlements.

31.4 Subject to an application by the employer and further order of the FWC the employer may pay a lesser amount (or no amount) of severance pay than that contained in sub-clause 31.3. The FWC shall have regard to such financial and other resources of the employer concerned as the FWC thinks relevant, and the probable effect paying the amount of severance pay in the sub-clause 31.3 will have on the employer. Provided that where an Assistant Service Manager has their position made redundant and they are offered an alternative position at a lower rate of pay which they do not accept, they shall be paid the full entitlement contained in sub-clause 31.3 and the employer may not make application to the FWC under this sub-clause.

32. LABOUR FLEXIBILITY AND MIXED FUNCTIONS

32.1 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

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- 32.2 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 shall be facilitated.
- 32.3 Any direction issued by the employer pursuant to sub-clauses 32.1 and/or 32.2 shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees, and the employer's duty of care to residents and/or clients.
- 32.4 Where an employer has decided there is no longer a requirement for an Assistant Service Manager to be appointed in a workplace, the employer shall ensure that the workload previously performed by that nurse manager is adequately allocated to other management staff, and that the workloads of all other nurses on the nursing care roster within that workplace will remain consistent with their substantive role, duties and classifications.

33. SALARY PACKAGING

The parties agree to salary packaging where agreed between the employer and the employee and the terms and conditions of such a package shall not be less favourable than the entitlement otherwise available under this Agreement.

34. SUPERANNUATION

- 34.1 In addition to all other entitlements, employees covered by this Agreement, irrespective of their age, shall be entitled to a minimum Superannuation contribution in accordance with the Superannuation Guarantee Act 1992.

Contributions will be made into one of the following funds at the election of the employee:

- NGS Superannuation Fund
- HESTA
- First State Super
- SunSuper
- A complying Superannuation fund of the employee's choice

Should an employee fail to nominate a fund, the employer will choose one of the above approved funds as the default fund into which contributions shall be paid under this Agreement

For the purpose of this clause, "ordinary time earnings" is as defined by the Australian Taxation Office.

Contributions will be made for all employees, irrespective of age. Such contributions will be made at least as frequently as once per month.

The employer and employee may agree to the employee salary packaging further superannuation contributions. In such cases the employer contribution shall be based on the amount the employee would have received had there been no salary sacrifice.

In addition to any other arrangement, the employee may elect to make further contributions.

35. ATTENDANCE AT MEETINGS

Any employee required to attend Work Health and Safety meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive ordinary pay per hour for the actual time spent in attendance at such meetings. In lieu of receiving payment, employees may, with the agreement of the employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent shall not be viewed as overtime for the purposes of this Agreement.

36. TRAINING

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

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- 36.2 Each employee shall provide to the employer details of their attendance at training and the employer shall keep a record of this attendance.
- 36.3 Upon termination of the employee's employment the employer shall provide to the employee a written statement of the hours of training attended by the employee.
- 36.4 Where practicable, such training shall be provided to employees during their normal rostered hours of work. Where this is not practicable:
- (a) Employees shall attend training outside their normal rostered working hours when required to do so by the employer;
 - (b) The employer shall provide employees with two (2) weeks notice of the requirement to attend training outside of their normal rostered working hours;
 - (c) Notwithstanding Clause 16 - Overtime, attendance at such training shall be paid ordinary pay for the period of training.
 - (d) The employer requiring an employee to attend training shall also pay to the employee ordinary pay for time travelling to and from a period of training referred to in sub-clause (c) that is in excess of the time normally taken for that employee to attend work.
 - (e) When receiving travelling time as set out in sub-clause (d), an employee using his or her own vehicle for attendance at such training shall be paid the per kilometre allowance set out in Item 5 of Table 2 of Schedule B to this Agreement.
 - (f) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time employees to have at least eight or ten hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in Clause 14 - Hours. Where practicable, similar arrangements should also be made available to all other employees.
 - (g) Any training undertaken by an employee that occurs at a workplace is not intended to replace or supplement staffing levels and the normal levels of service delivery at such a workplace.
 - (h) Notwithstanding sub-clause 13.2(k) - Hours, sub-clause 16.2 - 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 or ten hour break between shifts.

37. AMENITIES

- 37.1 The minimum standards as set out in all relevant work health and safety legislation shall be met in the provision of amenities to employees.
- 37.2 Such amenities may include:
- (a) change rooms and lockers;
 - (b) meal room;
 - (c) facilities for boiling water, warming and refrigerating food and for washing and storing dining utensils;
 - (d) rest room;
 - (e) washing and bathing facilities;
 - (f) sanitary conveniences; and
 - (g) safe and secure workplace.

37.3 Sub-clauses 37.1 and 37.2 shall not apply to community care employees.

37.4 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

38. INSPECTION OF LOCKERS

Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable, such inspection may be carried out in the absence of the employee by an officer of the employer and an employee representative where practicable, otherwise by any two officers appointed by the employer for that purpose.

39. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

39.1 Unless otherwise stated the term “party” or “parties” referred to in this clause means the employer and/or the employees, as the context requires. In relation to any matter that may be in dispute between the parties to this Agreement (“the matter”) except matters relating to the actual or threatened termination of employment of the employee, the parties:

- (a) will attempt to resolve the matter at the workplace level, including, but not limited to:
 - (i) the employee and his or her supervisor meeting and conferring on the matter; and
 - (ii) if the matter is not resolved at such a meeting, the parties arranging further discussions involving more senior levels of management (as appropriate);
- (b) acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to resolving the matter at the workplace level;

39.2 An employee who has a grievance or dispute as defined in clause 39 and where they are unable to satisfactorily resolve the problem should:

- (a) Discuss the problem with their immediate team leader/supervisor.
- (b) The team leader/supervisor will investigate and respond to the problem within three (3) working days.
- (c) If the problem cannot be satisfactorily resolved at this stage the matter will be referred by either party to the next level of management within three (3) working days. If there are some exceptional reasons why the problem cannot be discussed with the team leader/supervisor, the employee may proceed to have the problem dealt with under this sub-clause.
- (d) If the problem cannot be satisfactorily resolved at this level it will be referred by either party to Human Resources.
- (e) If the problem cannot be satisfactorily resolved at this level within three working days, it will be referred to the Human Resource Department of Blue Care Central Support Office and the employee’s nominated representative/union delegate where applicable.
- (f) If the matter cannot be resolved at 39.2 (e), the employer, employees and their chosen representatives, must as a matter of priority, discuss whether they can agree upon an independent conciliator, mediator or arbitrator to assist in the resolution of the matter.
- (g) In the event that the employer, employees and their chosen representatives are able to agree on an independent conciliator, mediator or arbitrator to assist in the resolution of the matter, they will notify such person or body. At this stage the independent body will be empowered to conciliate, mediate or as a last resort arbitrate a resolution to the matter.
- (h) In the event that the employer, employees and their chosen representatives, cannot, in a reasonably short time frame, agree upon an independent conciliator, mediator or arbitrator,

or such person is unable to settle the grievance or dispute, then either the employer, or the employees or their chosen representatives, may refer the matter to the Fair Work Commission (FWC).

- (i) The FWC is empowered to conciliate or, as a last resort, arbitrate a resolution to the dispute.
- (ii) Where a dispute is referred to an independent conciliator, mediator or arbitrator, or the FWC for conciliation and/or arbitration, the independent conciliator, mediator or arbitrator, or the FWC shall have the power to do all such things as are necessary for the resolution or determination of the matter in dispute. This includes the exercising of procedural powers in relation to directions, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

39.3 In this clause, reference to the FWC includes its successor body, should it be introduced during the operation of this agreement.

39.4 Whilst the dispute procedure is being implemented to resolve a dispute, the parties will continue to work in accordance with their contract of employment unless the employee has a reasonable concern about an imminent risk to their health and safety.

40. WORKLOAD MANAGEMENT

40.1 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 have.

40.2 To ensure that any excessive or unreasonable workloads are identified and resolved the following procedure applies:

- (a) In the first instance, a work area team representative should discuss the issue with the immediate supervisor.
- (b) The team representative and the supervisor should identify the reason for the problem and possible solutions.
- (c) The outcome of the discussions should be fed back to the team by the team representative and/or supervisor.
- (d) The outcome and solutions should be recorded on the Workloads Report Form.
- (e) If the measures implemented do not fix the problem the report should be forwarded to the Facility Manager for further action.
- (f) The Facility Manager should complete the Report and provide a copy to the Work Area Team Representative advising of the appropriate remedies to the problem.

40.3 Workloads reports from Work Area Team representatives must be a permanent agenda item at all staff meetings. 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 any workloads issues should be based on the following criteria including but not limited to:

- (a) Clinical assessment of residents' needs
- (b) The demand of the environment such as facility 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

40.4 If the issue is still unresolved, the employee/s may advance the matter through the grievance process commencing at clause 39.

41. FLEXIBILITY TERM

41.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) The agreement deals with 1 or more of the following matters:
 - (i) Arrangements about when work is performed;
 - (ii) Overtime rates;
 - (iii) Penalty rates;
 - (iv) Allowances;
 - (v) Leave loading; and
- (b) The arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) The arrangement is genuinely agreed to by the employer and employee.

41.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) Are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) Are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) Result in the employee being better off overall than the employee would be if no arrangement was made.

41.3 The employer must ensure that the individual flexibility arrangement:

- (a) Is in writing; and
- (b) Includes the name of the employer and employee; and
- (c) Is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) Includes details of:
 - (i) The terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) How the arrangement will vary the effect of the terms; and
 - (iii) How the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) States the day on which the arrangement commences.

41.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

41.5 The employer or employee may terminate the individual flexibility arrangement:

- (a) By giving no more than 28 days written notice to the other party to the arrangement; or
- (b) If the employer and employee agree in writing — at any time.

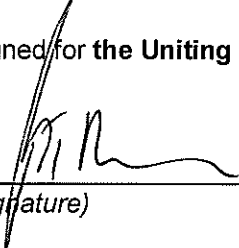
42. CONSULTATION

42.1 This term applies if:

-
- (a) The employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) The change is likely to have a significant effect on employees of the enterprise.
- 42.2 The employer must notify the relevant employees of the decision to introduce the major change.
- 42.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 42.4 If:
- (a) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) The employee or employees advise the employer of the identity of the representative;
- The employer must recognise the representative.
- 42.5 As soon as practicable after making its decision, the employer must:
- (a) Discuss with the relevant employees:
 - (i) The introduction of the change; and
 - (ii) The effect the change is likely to have on the employees; and
 - (iii) Measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) For the purposes of the discussion – provide, in writing, to the relevant employees:
 - (i) All relevant information about the change including the nature of the change proposed; and
 - (ii) Information about the expected effects of the change on the employees; and
 - (iii) Any other matters likely to affect the employees.
- 42.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 42.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 42.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses 42.2, 42.3 and 42.5 are taken not to apply.
- 42.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) The termination of the employment of employees; or
 - (b) Major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) The alteration of hours of work; or
 - (e) The need to retrain employees; or
 - (f) The need to relocate employees to another workplace; or
 - (g) The restructuring of jobs.
- 42.10 In this term, *relevant employees* means the employees who may be affected by the major change.
-

SIGNATORIES TO AGREEMENT

Signed for the **Uniting Church in Australia Property Trust (Q.) T/A Blue Care** (ABN 96 010 643 909):



(signature)

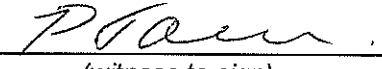
PETER McMAHAN.

(print name)

HR DIRECTOR

(position, title, office etc)

In the presence of:



(witness to sign)

Peita Town.

(print name)

Brett Holmes

Brett Howard Holmes
General Secretary
New South Wales Nurses and
Midwives' Association; and

Branch Secretary
Australian Nursing Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Coral Levett

Coral Vicky Levett
President
New South Wales Nurses and
Midwives' Association, and;

President
Australian Nursing Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 34 of the Rules of the New South Wales Nurses and Midwives' Association and Rule 40 of the Rules of the Australian Nursing Federation and as bargaining representative in accordance with the Fair Work Act 2009.

SCHEDULE A - EMPLOYMENT CLASSIFICATIONS

This Schedule contains the following employment classifications and definitions:

I. GENERAL EMPLOYMENT CLASSIFICATIONS

II. NURSES' EMPLOYMENT CLASSIFICATIONS

I. GENERAL EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

1. CARE SERVICE EMPLOYEES

1.1 Care Service Employee New Entrant means an employee with less than 500 hours work experience in this industry who performs basic duties under direct supervision. Such employees perform routine functions requiring understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions including compliance with documentation requirements as determined by the employer. Problems should be referred to a more senior staff member. Indicative tasks an employee at this level may perform are as follows:

Typical Duties - New Entrant - Care Stream: Carry out simple tasks under supervision to assist a higher grade Care Service Employee attending to the personal needs of residents.

Typical Duties - New Entrant - Support Stream: General assistance to higher grade employees in the full range of domestic duties.

Typical Duties - New Entrant - Maintenance Stream: General labouring assistance to higher grade employees in the full range of gardening and maintenance duties.

1.2 Care Service Employee Grade 1 means an employee who has 500 hours work experience in the industry or who has or can demonstrate relevant prior experience, acceptable to the employer, which enables the employee to work effectively at this level. A Junior Employee (less than 18 years) when classified at this grade may be paid as a new entrant. An employee who works under limited supervision individually or in a team environment or on sleep-over. Employees at this level work within established guidelines including compliance with documentation requirements as determined by the employer. In some situations detailed instructions may be necessary. Indicative tasks an employee at this level may perform are as follows:

Typical Duties - Grade 1 - Care Stream: Under limited supervision, provide assistance to residents in carrying out simple personal care tasks which shall include but not be limited to: supervise daily hygiene eg assisting with showers or baths, shaving, cutting nails; lay out clothes and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; assist with meals. Under direct supervision, provide assistance to a higher Grade Care Service Employee in attending to the personal care needs of a resident.

Typical Duties - Grade 1 - Support Stream: Performance under limited supervision of the full range of Domestic duties including but not limited to: general cleaning of accommodation, food service, and general areas; general waiting, table service and clearing duties; assistance in the preparation of food, including the cooking and/or preparation of light refreshments; all laundry duties.

Typical Duties - Grade 1 - Maintenance Stream: Performance under limited supervision of labouring duties associated with gardening and general maintenance activities, including but not limited to: sweeping; hosing; garbage collection and disposal; keeping the outside of buildings clean and tidy; mowing lawns and assisting the gardener in labouring.

All apprentices and trainees, except for school based trainees, shall be classified as a Care service Employee Grade 1.

1.3 Care Service Employee Grade 2 means an employee with relevant experience who works individually or in a team environment, and is responsible for the quality of their own work, subject to general

supervision, including compliance with documentation requirements as determined by the employer. Indicative tasks an employee at this level may perform are as follows:

Typical Duties - Grade 2 - Care Stream: Provide a wide range of personal care services to residents, under limited supervision, in accordance with Commonwealth and State Legislative requirements, and in accordance with the resident's Care Plan, including: assist and support residents with medication utilising medication compliance aids; simple wound dressing; Implementation of continence programs as identified in the Care Plan; attend to routine urinalysis, blood pressure, temperature and pulse checks; blood sugar level checks etc and assist and support diabetic residents in the management of their insulin and diet, recognising the signs of both Hyper and Hypo-Glycemia. recognise, report and respond appropriately to changes in the condition of residents, within the skills and competence of the employee and the policies and procedures of the organisation; assist in the development and implementation of resident care plans; assist in the development and implementation of programs of activities for residents, under the supervision of a Care Service Employee Grade 3 or above.

Typical Duties - Grade 2 - Support Stream: Assist a higher grade worker in the planning, cooking and preparation of the full range of meals. Drive a Sedan or Utility.

Typical Duties - Grade 2 - Maintenance Stream: Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge. Work with and undertake limited coordination of the work of other maintenance workers. Where no tradesperson is employed, an employee at this level may be called upon to perform tasks falling within the scope of trades skills, provided the time involved in performing such work, is paid at the rate of Care Service Employee Grade 3. Perform gardening duties. Provide advice on planning and plant maintenance. Attend to indoor plants, conduct recycling and re-potting schedules. Carry out physical inspections of property and premises and report.

1.4 Care Service Employee Grade 3 means an employee who holds either a Certificate Level III in Aged Care Work or other appropriate Qualifications/Experience acceptable to the employer and:

- (a) is designated by the employer as having the responsibility for leading and/or supervising the work of others; or
- (b) is required to work individually with minimal supervision and has been designated by the employer as having overall responsibility for a particular function within the residential aged care facility.

An employee who holds appropriate Trade Qualifications and is required to act on them. Where the work of such employee requires the holding of a licence, the licence allowance from the applicable State trades award shall be paid. Employees at this level may be required to plan, direct, and train staff and comply with documentation requirements as determined by the employer and assist in the development of budgets. Indicative tasks an employee at this level may perform are as follows:

Typical Duties – Grade 3 - Care Stream: Coordinate and direct the work of staff. Schedule work programs on a routine and regular basis. Develop and implement programs of activities for residents. Develop resident care plans.

Typical Duties - Grade 3 - Support Stream: Responsible for the planning, ordering and preparing of all meals. Responsible for the provision of domestic services. Schedule work programs on a routine and regular basis. Coordinate and direct the work of staff. Drive a Minibus or Larger Vehicle.

Typical Duties - Grade 3 - Maintenance Stream: Carry out maintenance, repairs, gardening and other tasks falling within the scope of trades skills. Undertake the more complicated repairs to equipment and appliances calling for trades skills. Coordinate and direct the work of staff performing gardening duties. Schedule work programs on a routine and regular basis.

1.5 Care Service Employee Grade 4 means:

- (a) **Level One:** An employee who holds a Certificate IV in Aged Care Work (CHC40102) or other appropriate qualifications/experience acceptable to the employer is required to act on them and:
 - is designated by the employer as having the responsibility for leading and/or supervising the work of others in excess of that required for a CSE 3; and

-
- is required to work individually with minimal supervision.

Employees at Grade 4 may be required to exercise any/all managerial functions in relation to the operation of the care service and comply with documentation requirements as determined by the employer. Indicative tasks an employee at this level may perform are as follows.

Typical Duties – Grade 4 - Level 1 - Care Stream: Overall responsibility for the provision of personal care to residents. Coordinate and direct the work of staff. Schedule work programs.

Typical Duties - Grade 4 - Level 1 - Support Stream: Coordinate and direct the work of staff involved with the preparation and delivery of food or Lifestyle Programs. Schedule work programs.

Typical Duties - Grade 4 - Level 1 - Maintenance Stream: Coordinate and direct the work of staff performing gardening duties. Schedule gardening work programs. Where required, let routine service contracts associated with gardening.

(b) **Level Two:** An employee who is required to deliver medication to residents in residential aged care facilities:

- previously defined as Nursing Homes (as at 31 December 2004) by the Nursing Homes Act 1988 (NSW); or
- in which more than 80% of places are “allocated high care places” as defined in the Aged Care Act 1997 (Cth).

An employee at this level must hold the following qualifications, which may be varied from time to time by the relevant National Vocational, Education and Training Body:

- a Certificate III in Aged Care Work (CHC30102); and
- a Certificate IV in Aged Care Work (CHC40102); and
- medication module – “Provide Physical Assistance with Medication” (CHCCS303A); or

Hold other appropriate qualifications acceptable to the employer.

Employees at this level may be required to perform the duties of a CSE 4 - Level 1.

1.6 Care Service Employee Grade 5

This grade shall only apply to employees having responsibility for supervision of the care service. An employee who may be required to have and use any additional qualifications than would be required for a grade 4 employee. Employees at this level may be required to exercise any/all managerial functions in relation to the operation of the care service and comply with documentation requirements as determined by the employer

1.7 Other

“Maintenance Supervisor (Tradesperson)” means an employee who has trade qualifications and has overall responsibility for maintenance at the place of employment and may be required to supervise other maintenance staff.

“Maintenance Supervisor (Otherwise)” means an employee who is required to perform maintenance duties as required and who may be required to supervise other maintenance staff and has overall responsibility for maintenance at the place of employment.

2. COMMUNITY CARE EMPLOYEES

2.1 Community Care Worker means an employee who performs the duties associated with the provisions of Community Care Services to Community Care Clients in the private residence, which

may include cleaning, child minding, gardening, handywork (within the employees skills and competencies), cooking, laundry, shopping, personal errands, escorting clients and associated driving, personal care services and general upkeeping services. A Community Care Worker would not normally live at the client's residence for periods in excess of 48 hours.

An employee employed as a community care employee may be offered additional hours (over and above their guaranteed minimum hours) in a residential aged care facility and would be paid the rate applicable to the classification worked.

An employee employed in a residential aged care facility may be offered additional hours (over and above their guaranteed minimum hours) in community care duties and this employee would be paid the rate applicable to that of a community care employee.

- (a) **Community Care Worker Grade 1** means a person without previous relevant experience in personal care delivery. This is a trainee level, which applies to new employees. The employer shall provide training. At the end of a period of six months or 250 hours employment, which ever is first completed, employees who have satisfactorily completed the requirements of grade 1 shall progress to grade 2.

Should an employee at this grade 1 level not satisfactorily complete the requirements of grade 1, he/she shall be notified in writing by the employer two weeks prior to the date on which he/she would have proceeded to grade 2.

An employee may seek the assistance of their representative during these discussions and if there is a disagreement between the parties as to the employee's future, the matter shall be resolved as per clause 37 - Grievance and Disputes Resolution procedure.

A grade 1 employee shall work under general supervision.

Notwithstanding the above, employees who choose only to carry out general housekeeping duties and are not prepared to multi skill shall be paid at this grade.

- (b) **Community Care Worker Grade 2** means a person who satisfies the requirements of grade 1 and has progressed to grade 2.

An employee at this level shall be competent in carrying out simple personal care, housekeeping and tasks relevant to assisting clients to maintain their independence in their own homes and may be required to perform the duties of Handyperson as defined.

Optional training shall be provided to employees at the request of the employees at this level to equip employees to apply for positions at grade 3.

Grade 2 employees may be required to perform 2 complex tasks required of a grade 3 employee from time to time, within their competence, and shall be paid at the rate for grade 3 whenever such duties are performed for periods in excess of 5 hours per week.

Where the employer requires the employee to perform any or all of the tasks set out below, relevant to a Grade 2 position, the employee must possess relevant skill and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be provided.

Indicative tasks an employee at this level may perform are as follows:

Grade 2 - Showering/Bathing: Excepting where client has severely limited/ uncontrollable body movements: assisting clients to shower/bath self or totally showering/bathing client; assisting with mobility or transferring to and from shower/bath; assisting or transferring client to commode chair; supervising children's bath; bathing a baby; total bed bath/sponge – exception level 3.

Grade 2 - Toileting: Helping people to the toilet; assisting people to use the toilet by loosening clothing; assisting client to change own incontinence and sanitary pads; assisting clients with bottles; assisting self-catheterisation by holding mirror or positioning legs except where there is severely limited/uncontrollable body movements; changing babies, nappies, toileting children.

Grade 2 - Menstrual Care: Assisting with menstrual care.

Grade 2 - Skin Care: Where dressings are involved.

Grade 2 - Grooming: All hair care; limited care of nails; shaving - where there are uncontrollable body movements use electric razors only, all other shaving – electric razors recommended; all dressing/undressing or assistance with dressing/undressing except where there is uncontrollable body movements.

Grade 2 - Oral Hygiene: Assisting clients with their own care of teeth or dentures; care of teeth and dentures for the client by using tooth brush/tooth paste/oral solution only.

Grade 2 - Oral Medication: Assisting client with or administering liquid medicines, pills, powders, nose and eye drops.

Grade 2 - Transferring/Mobility: Transferring client in and out of bed/chair/car and assisting with mobility - exceptions see level 3; assisting clients to turn or sit up - exceptions level 3.

Grade 2 - Fitting of Aids/Appliances: Such as splints and callipers.

Grade 2 - Therapy: Assisting with therapy in any of the following circumstances: low level of assistance is required; carer/therapist is not on site and client is able to take responsibility for the therapy or carer/therapist is on site; simple instructions required rather than specialised training knowledge.

Grade 2 - Assistance with Eating: Assisting where there are no eating difficulties

- (c) **Community Care Worker Grade 3** means a person who performs the duties of a grade 2 and is required to directly attend to a client's needs, as opposed to assisting the client to do for himself/herself because of the client's behaviour or the client's condition and/or household environment.

Where the employer requires the employee to perform any or all of the tasks set out below, relevant to a Grade 3 position, the employee must possess relevant skill and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be provided.

Grade 3 employees will be involved in on the job training of community care employees where required.

Indicative tasks an employee at this level may perform are as follows:

Grade 3 - Showering/Bathing: Showering/Bathing adults and children with severely limited/uncontrollable body movements; total bed bath/sponge where there are severely limited/uncontrollable body movements or serious comfort/health consideration.

Grade 3 - Toileting: Assisting in placement/removal/emptying/care/cleaning of sheaths and leg baths; assisting with indwelling catheterisation by changing collection bag and cleaning around the insertion site; changing or assisting with urinary diversion – colostomy and drainage bags; all bowel management; continual caring of someone with bowel incontinence including washing the person and changing bowel incontinence pads; assisting the client with the sterilising of glass catheters.

Grade 3 - Menstrual Care: Changing tampons and sanitary pads.

Grade 3 - Skin Care: Changing simple wound dressing; application of treatment creams to genital area.

Grade 3 - Nasal Care: Cleaning noses.

Grade 3 - Grooming: All dressing/undressing where there are severely limited / uncontrollable body movements.

Grade 3 - Medication: Suppositories; assist and support diabetic clients in the management of their insulin and diet and recognising the signs of both Hyper and Hypo-Glycaemia.

Grade 3 - Transferring/Mobility: Assisting clients to turn/sit where clients can offer limited/no assistance with weight bearing; using mechanical aids to lift and transfer clients; assisting clients with transfers/mobility where:

- (i) Clients can offer limited/no assistance with weight bearing.
- (ii) Careful handling is required because of the client's health/disability.
- (iii) Some lifting or physically awkward movement is involved for employees in transfer/mobility.

Grade 3 - Therapy: Assisting with therapy in any of the following circumstances:

- (i) High degree of assistance is involved.
- (ii) Employees have total responsibility because client is unable to take responsibility for the therapy and carer/therapist is not on site.
- (iii) Specialised training knowledge is required.

Grade 3 - Assisting with Eating: Assisting with eating where a risk of choking, vomiting or other eating difficulty is involved.

2.2 Live-In Community Care Worker means an employee who would normally live at the client's premises for a period in excess of 48 hours

- (a) **Live-in Community Care Worker - Grade 1** is an employee employed to perform general housekeeping duties only. General Housekeeping means preparing meals, cleaning, laundry, shopping and household duties of a like nature and handyperson work within the skill, competence and training of the employee and excludes personal care.

Live-in Community Care Worker - Grade 2 is an employee employed to perform housekeeping duties as defined in Grade 1 and the personal care duties of a Grade 2 as described in sub-clause 2.1 above.

Live-in Community Care Worker - Grade 3 is an employee employed to perform general housekeeping duties as defined in Grade 1 and the personal care duties of a Grade 2 and 3 as described in sub-clause 2.1 above.

- (b) Designated commencement and cessation of work insofar as place, date and time are concerned shall be calculated by the employer. Provided that time spent travelling shall be regarded as time worked.
- (c) In the event of work appropriate to a Live-in Community Care Worker not being available, a Live-in Community Care Worker can be required to undertake work performed by other Community Care Employees. Provided that where such work is directed and carried out it shall be paid at the rates and conditions for a live-in housekeeper.

3. CLERICAL & ADMINISTRATIVE EMPLOYEES

- (a) Grades: All employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.
- (b) An employee shall be graded in the grade where the principal function of his or her employment, as determined by the employer, is of a clerical nature and is described in subclauses (c) to (g) of this clause.
- (c) A **Clerical & Administrative Employee Grade 1** position is described as follows:
 - (i) The employee may work under direct supervision with regular checking of progress.
 - (ii) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
 - (iii) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

Indicative tasks an employee at this level may perform are as follows:

Grade 1 - Information Handling: Receive and distribute incoming mail; receive and dispatch outgoing mail; collate and dispatch documents for bulk mailing; file and retrieve documents

Grade 1 - Communication: Receive and relay oral and written messages; complete simple forms.

Grade 1 - Enterprise: Identify key functions and personnel; apply office procedures.

Grade 1 - Technology: Operate office equipment appropriate to the tasks to be completed; open computer file, retrieve and copy data; close files

Grade 1 - Organisational: Plan and organise a personal daily work routine.

Grade 1 - Team: Complete allocated tasks.

Grade 1 - Business Financial: Record petty cash transactions; prepare banking documents; prepare business source documents.

(d) A **Clerical & Administrative Employee Grade 2** position is described as follows:

- (i) The employee may work under routine supervision with intermittent checking.
- (ii) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (iii) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

Indicative tasks an employee at this level may perform are as follows:

Grade 2 - Information Handling: Update and modify existing organisational records; remove inactive files; copy data on to standard forms.

Grade 2 - Communication: Respond to incoming telephone calls; make telephone calls; draft simple correspondence.

Grade 2 - Enterprise: Provide information from own function area; re-direct inquiries and/or take appropriate follow-up action; greet visitors and attend to their needs.

Grade 2 - Technology: Operate equipment; identify and/or rectify minor faults in equipment; edit and save information; produce document from written text using standard format; shutdown equipment.

Grade 2 - Organisational: Organise own work schedule; know roles and functions of other employees.

Grade 2 - Team: Participate in identifying tasks for team; complete own tasks; assist others to complete tasks.

Grade 2 - Business Financial: Reconcile invoices for payment to creditors; prepare statements for debtors; enter payment summaries into journals; post journals to ledger.

(e) A **Clerical & Administrative Employee Grade 3** position is described as follows:

- (i) The employee may work under limited supervision with checking related to overall progress.
- (ii) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.

-
- (iii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

Indicative tasks an employee at this level may perform are as follows:

Grade 3 - Information Handling: Prepare new files; identify and process inactive files; record documentation movements.

Grade 3 - Communication: Respond to telephone, oral and written requests for information; draft routine correspondence; handle sensitive inquiries with tact and discretion.

Grade 3 - Enterprise: Clarify specific needs of client/other employees; provide information and advice; follow-up on client/employee needs; clarify the nature of a verbal message; identify options for resolution and act accordingly.

Grade 3 - Technology: Maintain equipment; train others in the use of office equipment; select appropriate media; establish document structure; produce documents.

Grade 3 - Organisational: Co-ordinate own work routine with others; make and record appointments on behalf of others; make travel and accommodation bookings in line with given itinerary.

Grade 3 - Team: Clarify tasks to achieve group goals; negotiate allocation of tasks; monitor own completion of allocated tasks.

Grade 3 - Business Financial: Reconcile accounts to balance; prepare bank reconciliations; document and lodge takings at bank; receive and document payment/takings; dispatch statements to debtors; follow up and record outstanding accounts; dispatch payments to creditors; maintain stock control records.

(f) A **Clerical & Administrative Employee Grade 4** position is described as follows:

- (i) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- (ii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- (iii) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

Indicative tasks an employee at this level may perform are as follows:

Grade 4 - Information Handling: Categorise files; ensure efficient distribution of files and records; maintain security of filing system; train others in the operation of the filing system; compile report; identify information source(s) inside and outside the organisation.

Grade 4 - Communication: Receive and process a request for information; identify information source(s); compose report/correspondence.

Grade 4 - Enterprise: Provide information on current service provision and resource allocation within area of responsibility; identify trends in client requirements.

Grade 4 - Technology: Maintain storage media; devise and maintain filing system; set printer for document requirements when various setups are available; design document format; assist and train network users; shutdown network equipment.

Grade 4 - Organisational: Manage diary on behalf of others; assist with appointment preparation and follow up for others; organise business itinerary; make meeting arrangements; record minutes of meeting; identify credit facilities; prepare content of documentation for meetings.

Grade 4 - Team: Plan work for the team; allocate tasks to members of the team; provide training for team members.

Grade 4 - Business Financial: Prepare financial reports; draft financial forecasts/budgets; undertake and document costing procedures.

(g) A **Clerical & Administrative Employee Grade 5** position is described as follows:

- (i) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- (ii) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- (iii) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

Indicative tasks an employee at this level may perform are as follows:

Grade 5 - Information Handling: Implement new/improved system; update incoming publications; circulate publications; identify information source(s) inside and outside the organisation.

Grade 5 - Communication: Obtain data from external sources; produce reports; identify need for documents and/or research.

Grade 5 - Enterprise: Assist with the development of options for future strategies; assist with planning to match future requirements with resource allocation.

Grade 5 - Technology: Establish and maintain a small network; identify document requirements; determine presentation and format of document and produce it.

Grade 5 - Organisational: Organise meetings; plan and organise conference.

Grade 5 - Team: Draft job vacancy advertisement; assist in the selection of staff; plan and allocate work for the team; monitor team performance; organise training for team.

Grade 5 - Business Financial: Administer PAYE salary records; process payment of wages and salaries; prepare payroll data.

(h) Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

II. NURSES' EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

Assistant in Nursing means a person, other than a registered nurse, trainee or enrolled nurse or Care Service Employee who is employed in nursing duties in a residential aged care facility and who has completed an appropriate course of training or has appropriate experience.

Assistant in Nursing - Team Leader means an employee who holds either a Certificate Level III in Aged Care Work or other appropriate Qualifications/Experience acceptable to the employer who is designated by the employer as having the responsibility for leading and/or supervising the work of other Assistants in Nursing. A designated employee shall be paid at the AIN Level 2 rate.

Assistant Director of Nursing means:

- (a) A person appointed as such in any sized facility and includes a person appointed as the nurse in charge during the evening or night in a facility where the adjusted daily average of occupied beds is not less than 150.
- (b) A person appointed as such to a position approved by the employer including persons appointed to be in charge of a ward or group of wards.

Clinical Nurse Consultant means a registered nurse appointed as such to the position, who has had at least five years' post registration experience and who has in addition approved post registration nursing qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by the employer.

Clinical Nurse Educator means a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by the employer, who is required to implement and evaluate educational programmes at the residential aged care facility. The Clinical Nurse Educator shall cater for the delivery of clinical nurse education at the residential aged care facility. The Clinical Nurse Educator may also be responsible for new employee orientation at the residential aged care facility. A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the residential aged care facility to provide the educational programmes detailed above. Nothing in this clause shall affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching etc.

Clinical Nurse Specialist means:

- (a) In residential aged care facilities where there are 250 or more beds:

A registered nurse with specific post registration qualifications and twelve months experience working in the clinical area of her or his specified post registration qualification; or a registered nurse with four years post registration experience in a specific clinical area and working in the clinical area of her or his specified post registration experience.

- (b) In residential aged care facilities where there are less than 250 beds:

A registered nurse with specific post registration qualifications and twelve months experience working in the clinical areas of her or his specified post registration qualification.

Deputy Director of Nursing means a registered nurse appointed to assist the Director of Nursing in the management of a Nursing Home and take a shared responsibility for the clinical care of residents when the employer deems that assistance is required.

Director of Nursing means a registered nurse who is appointed in accordance with the requirements of the Public Health Act 1991 as being responsible for care of the residents of the nursing home. The Director of Nursing must hold minimum necessary qualifications as required by Regulations to the NSW Public Health Act 1991.

Enrolled Nurse Level 1 means a person who has obtained proficiency and qualifications necessary to perform work as an Enrolled Nurse and has valid registration with the Board as an Enrolled Nurse, but who has notations on their registration.

Enrolled Nurse Level 2 means a person who has obtained proficiency and qualifications necessary to perform work as an Enrolled Nurse and has valid registration with the Board as an Enrolled Nurse, and does not have any notations on their registration. An employee at this level is required to administer medications in accordance with scope of practice.

Nurse includes Registered Nurses and Enrolled Nurses.

Nurse Educator means a registered nurse with a post registration certificate, who has relevant experience or other qualifications deemed appropriate by the employer, and who is appointed to a position of Nurse Educator. A Nurse Educator shall be responsible for the development, implementation and delivery of nursing education

programmes. Nurse education programmes shall mean courses conducted such as post registration certificates, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses.

- (a) A person appointed to a position of Nurse Educator who holds relevant tertiary qualifications in education or tertiary post graduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.
- (b) A person appointed as the sole nurse educator for a group of residential aged care facilities shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse Educators shall be on completion of 12 months satisfactory full-time equivalent service, provided that progression shall not be beyond the 3rd year rate unless the person possesses the qualifications detailed in paragraphs (a) and (b). Persons appointed to the 3rd year rate by virtue of those paragraphs shall progress to the 4th year rate after completion of 12 months satisfactory full time service.

Nurse Practitioner means a registered nurse appointed as such and who is authorised by the Board, to practice as a Nurse Practitioner.

Registered Nurse means a person registered by the Board as such.

SCHEDULE B - RATES OF PAY AND ALLOWANCES

Table 1 - Rates of Pay

Classification	Base Hourly Rate						
	Jul-12	Jul-13	Jan-14	Jul-14	Jan-15	Jul-15	Jan-16
Assistant Nurse Level 1 Y1	\$ 20.28	\$ 20.58	\$ 20.89	\$ 21.31	\$ 21.52	\$ 21.95	\$ 22.17
Assistant Nurse Level 1 Y2	\$ 20.89	\$ 21.20	\$ 21.52	\$ 21.95	\$ 22.17	\$ 22.61	\$ 22.84
Assistant Nurse Level 1 Y3	\$ 21.50	\$ 21.82	\$ 22.15	\$ 22.59	\$ 22.82	\$ 23.27	\$ 23.50
Assistant Nurse Level 1 Y4+	\$ 22.13	\$ 22.46	\$ 22.80	\$ 23.25	\$ 23.49	\$ 23.96	\$ 24.19
Assistant Nurse Level 2	\$ 23.50	\$ 23.86	\$ 24.22	\$ 24.70	\$ 24.95	\$ 25.45	\$ 25.70
Enrolled Nurse Y5+	\$ 26.31	\$ 26.70	\$ 27.10	\$ 27.65	\$ 27.92	\$ 28.48	\$ 28.77
Endorsed Enrolled Nurse Authorised Level A	\$ 25.79	\$ 26.18	\$ 26.57	\$ 27.10	\$ 27.37	\$ 27.92	\$ 28.20
Endorsed Enrolled Nurse Authorised Level B	\$ 26.31	\$ 26.70	\$ 27.10	\$ 27.65	\$ 27.92	\$ 28.48	\$ 28.77
Endorsed Enrolled Nurse Y1	\$ 26.83	\$ 27.23	\$ 27.64	\$ 28.19	\$ 28.47	\$ 29.04	\$ 29.33
Endorsed Enrolled Nurse Y2	\$ 27.38	\$ 27.79	\$ 28.20	\$ 28.77	\$ 29.05	\$ 29.64	\$ 29.93
Endorsed Enrolled Nurse Y3+	\$ 27.91	\$ 28.33	\$ 28.76	\$ 29.33	\$ 29.63	\$ 30.22	\$ 30.52
Registered Nurse Y1	\$ 30.18	\$ 30.63	\$ 31.09	\$ 31.71	\$ 32.03	\$ 32.67	\$ 33.00
Registered Nurse Y2	\$ 32.02	\$ 32.50	\$ 32.99	\$ 33.65	\$ 33.99	\$ 34.67	\$ 35.01
Registered Nurse Y3	\$ 33.97	\$ 34.48	\$ 35.00	\$ 35.70	\$ 36.05	\$ 36.77	\$ 37.14
Registered Nurse Y4	\$ 36.05	\$ 36.59	\$ 37.14	\$ 37.88	\$ 38.26	\$ 39.03	\$ 39.42
Registered Nurse Y5+	\$ 38.24	\$ 38.82	\$ 39.40	\$ 40.19	\$ 40.59	\$ 41.40	\$ 41.81
Clinical Nurse Specialist	\$ 39.80	\$ 40.39	\$ 41.00	\$ 41.82	\$ 42.24	\$ 43.08	\$ 43.51
Clinical Nurse Consultant	\$ 47.01	\$ 47.71	\$ 48.43	\$ 49.40	\$ 49.89	\$ 50.89	\$ 51.40
Clinical Nurse Educator	\$ 39.80	\$ 40.39	\$ 41.00	\$ 41.82	\$ 42.24	\$ 43.08	\$ 43.51
Nurse Educator Y1	\$ 42.40	\$ 43.04	\$ 43.69	\$ 44.56	\$ 45.00	\$ 45.91	\$ 46.36
Nurse Educator Y2	\$ 43.60	\$ 44.26	\$ 44.92	\$ 45.82	\$ 46.28	\$ 47.20	\$ 47.68
Nurse Educator Y3	\$ 44.68	\$ 45.35	\$ 46.03	\$ 46.95	\$ 47.42	\$ 48.37	\$ 48.85
Nurse Educator Y4	\$ 47.01	\$ 47.71	\$ 48.43	\$ 49.40	\$ 49.89	\$ 50.89	\$ 51.40
Nurse Practitioner Y1	\$ 52.35	\$ 53.14	\$ 53.93	\$ 55.01	\$ 55.56	\$ 56.67	\$ 57.24
Nurse Practitioner Y2	\$ 53.53	\$ 54.33	\$ 55.15	\$ 56.25	\$ 56.81	\$ 57.95	\$ 58.53
Nurse Practitioner Y3	\$ 55.07	\$ 55.90	\$ 56.74	\$ 57.87	\$ 58.45	\$ 59.62	\$ 60.22
Nurse Practitioner Y4+	\$ 56.58	\$ 57.43	\$ 58.29	\$ 59.46	\$ 60.05	\$ 61.26	\$ 61.87
Assistant DON <150 beds	\$ 43.60	\$ 44.26	\$ 44.92	\$ 45.82	\$ 46.28	\$ 47.20	\$ 47.68
Assistant DON 150-250 beds	\$ 47.01	\$ 47.71	\$ 48.43	\$ 49.40	\$ 49.89	\$ 50.89	\$ 51.40
Assistant DON >250 beds	\$ 48.15	\$ 48.87	\$ 49.60	\$ 50.60	\$ 51.10	\$ 52.12	\$ 52.64
Deputy DON <20 beds	\$ 44.51	\$ 45.17	\$ 45.85	\$ 46.77	\$ 47.23	\$ 48.18	\$ 48.66
Deputy DON 20-75 beds	\$ 45.64	\$ 46.33	\$ 47.02	\$ 47.96	\$ 48.44	\$ 49.41	\$ 49.91
Deputy DON 75-100 beds	\$ 46.69	\$ 47.39	\$ 48.10	\$ 49.06	\$ 49.55	\$ 50.54	\$ 51.05
Deputy DON 100-150 beds	\$ 47.68	\$ 48.40	\$ 49.12	\$ 50.11	\$ 50.61	\$ 51.62	\$ 52.14
DON <25 beds	\$ 49.74	\$ 50.49	\$ 51.25	\$ 52.27	\$ 52.79	\$ 53.85	\$ 54.39
DON 25-50 beds	\$ 52.67	\$ 53.46	\$ 54.26	\$ 55.35	\$ 55.90	\$ 57.02	\$ 57.59
DON 50-75 beds	\$ 53.81	\$ 54.62	\$ 55.44	\$ 56.54	\$ 57.11	\$ 58.25	\$ 58.83
DON 75-100 beds	\$ 54.93	\$ 55.75	\$ 56.59	\$ 57.72	\$ 58.30	\$ 59.46	\$ 60.06

DON 100-150 beds	\$ 56.51	\$ 57.36	\$ 58.22	\$ 59.38	\$ 59.98	\$ 61.18	\$ 61.79
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Classification	Jul-12	Jul-13	Jan-14	Jul-14	Jan-15	Jul-15	Jan-16
Care Service Employee New Entrant	\$ 17.38	\$ 17.64	\$ 17.90	\$ 18.26	\$ 18.44	\$ 18.81	\$ 19.00
Care Service Employee Grade 1	\$ 20.37	\$ 20.67	\$ 20.98	\$ 21.40	\$ 21.62	\$ 22.05	\$ 22.27
Care Service Employee Grade 2	\$ 21.67	\$ 22.00	\$ 22.33	\$ 22.77	\$ 23.00	\$ 23.46	\$ 23.70
Care Service Employee Grade 3	\$ 23.03	\$ 23.37	\$ 23.72	\$ 24.20	\$ 24.44	\$ 24.93	\$ 25.18
Care Service Employee Grade 4 Level 1	\$ 24.26	\$ 24.62	\$ 24.99	\$ 25.49	\$ 25.75	\$ 26.26	\$ 26.53
Care Service Employee Grade 4 Level 2 Y1	\$ 28.44	\$ 28.87	\$ 29.30	\$ 29.89	\$ 30.19	\$ 30.79	\$ 31.10
Care Service Employee Grade 4 Level 2 Y2	\$ 27.62	\$ 28.04	\$ 28.46	\$ 29.03	\$ 29.32	\$ 29.90	\$ 30.20
Care Service Employee Grade 4 Level 2 Y3+	\$ 28.20	\$ 28.63	\$ 29.06	\$ 29.64	\$ 29.93	\$ 30.53	\$ 30.84
Care Service Employee Grade 5 From	\$ 28.21	\$ 28.64	\$ 29.07	\$ 29.65	\$ 29.94	\$ 30.54	\$ 30.85
Care Service Employee Grade 5 To	\$ 42.00	\$ 42.63	\$ 43.27	\$ 44.14	\$ 44.58	\$ 45.47	\$ 45.92
Maintenance Supervisor	\$ 24.11	\$ 24.47	\$ 24.83	\$ 25.33	\$ 25.58	\$ 26.10	\$ 26.36
Maintenance Supervisor - in charge	\$ 24.61	\$ 24.98	\$ 25.36	\$ 25.86	\$ 26.12	\$ 26.64	\$ 26.91
Maintenance Supervisor - Tradesperson	\$ 26.16	\$ 26.56	\$ 26.96	\$ 27.49	\$ 27.77	\$ 28.33	\$ 28.61
Community Care Employee Grade 1	\$ 20.49	\$ 20.80	\$ 21.11	\$ 21.53	\$ 21.75	\$ 22.18	\$ 22.41
Community Care Employee Grade 2	\$ 21.52	\$ 21.84	\$ 22.17	\$ 22.61	\$ 22.84	\$ 23.29	\$ 23.53
Community Care Employee Grade 3	\$ 23.06	\$ 23.41	\$ 23.76	\$ 24.23	\$ 24.47	\$ 24.96	\$ 25.21
Live-in Community Care Worker Grade 1 per day	\$ 202.32	\$ 205.36	\$ 208.44	\$ 212.61	\$ 214.73	\$ 219.03	\$ 221.22
Live-in Community Care Worker Grade 2 per day	\$ 228.99	\$ 232.43	\$ 235.92	\$ 240.63	\$ 243.04	\$ 247.90	\$ 250.38
Live-in Community Care Worker Grade 3 per day	\$ 266.01	\$ 270.00	\$ 274.05	\$ 279.53	\$ 282.32	\$ 287.97	\$ 290.85
Administration Employee Grade 1	\$ 22.02	\$ 22.36	\$ 22.69	\$ 23.14	\$ 23.38	\$ 23.84	\$ 24.08
Administration Employee Grade 2	\$ 23.38	\$ 23.73	\$ 24.09	\$ 24.57	\$ 24.81	\$ 25.31	\$ 25.56
Administration Employee Grade 3	\$ 24.79	\$ 25.16	\$ 25.54	\$ 26.05	\$ 26.31	\$ 26.83	\$ 27.10
Administration Employee Grade 4	\$ 25.92	\$ 26.31	\$ 26.70	\$ 27.23	\$ 27.51	\$ 28.06	\$ 28.34
Administration Employee Grade 5	\$ 27.12	\$ 27.52	\$ 27.94	\$ 28.50	\$ 28.78	\$ 29.36	\$ 29.65

Table 2 - Allowances

Allowances									
Allowance Description	Clause No.	Frequency	10-Jul-12	Jul-13	Jan-14	Jul-14	Jan-15	Jul-15	Jan-16
Broken Shift	13.4(d)	per shift	\$9.37	\$9.51	\$9.65	\$9.84	\$9.94	\$10.14	\$10.24
Overtime -	15.4(a)	per meal	\$14.15	\$14.64	\$14.86	\$15.16	\$15.31	\$15.62	\$15.77

Breakfast									
Overtime - Luncheon	15.4(b)	per meal	\$18.30	\$18.94	\$19.22	\$19.61	\$19.80	\$20.20	\$20.40
Overtime - Evening Meal	15.4(c)	per meal	\$26.69	\$27.63	\$28.04	\$28.60	\$28.89	\$29.47	\$29.76
Vehicle Allowance	16.3(b) 19.5(c) 19.2(b) 36.4(e)	per km	ATO	ATO	ATO	ATO	ATO	ATO	ATO
Apprentice - TAFE Examination Allowance	12.5(d)	per week	\$2.15	\$2.23	\$2.26	\$2.31	\$2.33	\$2.38	\$2.40
In charge of residential aged care facility less than 100 beds	19.1(a)	per shift	\$24.31	\$25.16	\$25.54	\$26.05	\$26.31	\$26.84	\$27.11
In charge of residential aged care facility, 100 beds or more	19.1(a)	per shift	\$39.17	\$40.55	\$41.15	\$41.98	\$42.40	\$43.24	\$43.68
In charge of section	19.1(b)	per shift	\$24.31	\$25.16	\$25.54	\$26.05	\$26.31	\$26.84	\$27.11
Uniform	19.3(a)	per shift	\$3.06	\$3.16	\$3.21	\$3.27	\$3.31	\$3.37	\$3.41
Laundry	19.3(b)	per shift	\$1.20	\$1.24	\$1.26	\$1.29	\$1.30	\$1.33	\$1.34
On call	20.5(a)	per day	\$21.67	\$22.43	\$22.77	\$23.22	\$23.46	\$23.92	\$24.16
On call during meal break	19.5(b)	per period	\$11.73	\$12.14	\$12.32	\$12.57	\$12.69	\$12.94	\$13.07
Continuing education allowance: RN	19.7(g)	per week	\$20.42	\$21.14	\$21.45	\$21.88	\$22.10	\$22.54	\$22.77
Continuing education allowance: RN	19.7(h)	per week	\$34.01	\$35.20	\$35.73	\$36.44	\$36.81	\$37.54	\$37.92
Continuing education allowance: RN	19.7(i)	per week	\$40.81	\$42.24	\$42.87	\$43.73	\$44.17	\$45.05	\$45.50
Continuing education allowance: EN	19.7(j)	per week	\$13.60	\$14.08	\$14.29	\$14.57	\$14.72	\$15.01	\$15.16
Special Duties Allowance	19.11(j)	per hour	\$3.32	\$3.44	\$3.49	\$3.56	\$3.60	\$3.67	\$3.70

SCHEDULE C - TRAINEES

1. APPLICATION

- 1.1 The provisions set out in this schedule apply to persons:
- (a) who are undertaking a Traineeship, other than a school-based traineeship; and
 - (b) who are employed by the employer.
- 1.2 These provisions do not apply to the apprenticeship system or any training programme which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship. These provisions are intended to apply to Trainees undertaking any approved traineeship up to and including Certificate IV under the Australian Qualifications Framework.
- 1.3 At the conclusion of the Traineeship, these provisions cease to apply to the employment of the Trainee and the relevant other provisions of this Agreement shall apply to the former trainee.

2. DEFINITIONS

- 2.1 **Approved Training** means that training which is specified in the Training Plan which is part of the Training Agreement registered with the relevant State or Territory Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National Training Package or a Traineeship Scheme and leads to a qualification under the Australian Qualification Framework.
- 2.2 **Trainee** is an individual who is a signatory to a training agreement registered with the relevant State or Territory Training Authority and is involved in paid work and structured training which may be on or off the job. **Trainee** does not include an individual who already has the competencies to which the traineeship is directed.
- 2.3 **Traineeship** means a system of training which has been approved by the relevant State or Territory Training Authority, or which meets the requirements of a National Training Package developed by a National Industry Training Advisory Board and endorsed by the National Training Framework Committee, which leads to an Australian Qualifications Framework qualification specified by that National Training Package, and includes full time traineeships and part time traineeships including school-based traineeships.
- 2.4 **Training Agreement** means an agreement for a Traineeship made between an employer and a trainee which is registered with the relevant State or Territory Training Authority.
- 2.5 **Training Package** means the competency standards, assessment guidelines and Australian Qualifications Framework qualifications endorsed for an industry or enterprise by the National Training Framework Committee and placed on the National Training Information Service with the approval of Commonwealth, State and Territory Ministers responsible for vocational education and training.
- 2.6 **Training Plan** means a programme of training which forms part of a Training Agreement registered with the relevant State or Territory Training Authority.
- 2.7 **Traineeship Scheme** means an approved Traineeship applicable to a group or class of employees or to an industry or sector of an industry or an enterprise, which has been approved by the relevant State or Territory Training Authority.
- 2.8 References in these provisions to the **relevant State or Territory Training Authority** mean the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training agreements under the relevant State or Territory vocational education and training legislation.

2.9 **Relevant State or Territory legislation** means in New South Wales the Apprenticeship and Traineeship Act 2001 or any successor legislation.

3. TRAINING CONDITIONS

3.1 The Trainee shall attend an approved training course or training program prescribed in the Training Agreement or as notified to the trainee by the relevant State or Territory Training Authority in accredited and relevant Traineeship Schemes.

3.2 Employment as a trainee under these provisions shall not commence until the relevant Training Agreement, made in accordance with a Training Scheme, has been signed by the employer and the trainee and lodged for registration with the relevant State or Territory Training Authority, provided that if the Training Agreement is not in a standard format employment as a trainee shall not commence until the Training Agreement has been registered with the relevant State or Territory Training Authority. The employer shall ensure that the Trainee is permitted to attend the training course or program provided for in the Training Agreement and shall ensure that the Trainee receives the appropriate on the job training.

3.3 The employer shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.

3.4 The provisions of the relevant State and Territory legislation dealing with the monitoring by officers of the relevant State or Territory Training Authority and the use of training records or work books as part of this monitoring process shall apply to traineeships under these provisions.

4. EMPLOYMENT CONDITIONS

4.1 Full-Time Traineeships -

(a) A Trainee shall be engaged as a full-time employee for a maximum of one year's duration provided that a Trainee shall be subject to a satisfactory probation period of up to one month, which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the relevant State or Territory Training Authority, the employer and the Trainee may vary the duration of the Traineeship and the extent of approved training, provided that any agreement to vary is in accordance with the relevant Traineeship.

(b) Where the Trainee completes the qualification in the Training Agreement earlier than the time specified in the Training Agreement then the Traineeship may be concluded by mutual agreement.

(c) Unless the relevant State or Territory Training Authority otherwise directs, the maximum duration for a Traineeship shall be 36 months.

4.2 Part-Time Traineeships -

(a) A Trainee shall be engaged as an employee on a part time basis by working less than full time ordinary hours.

(b) For traineeships not covered by sub-clause 5.1(b), the formula displayed in sub-clause (c) for the calculation of wage rates shall apply.

(c) The wage rate shall be pro rata the full time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship, which may also be varied on the basis of the following formula.

$$\frac{\text{Full-time wage rate} \times \text{trainee hours} - \text{Average weekly training time}}{30.4}$$

Note: 30.4 in the above formula represents 38 ordinary full time hours less the average training time for full time trainees (ie 20%).

(d) **Full time wage rate** means the appropriate rate as set out in clause 5.

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- (e) **Trainee hours** shall be the hours worked per week including the time spent in approved vocational training. For the purpose of this definition, the time spent in approved vocational training may be taken as an average for that particular year of the Traineeship.
 - (f) **Average weekly training time** is based upon the length of the Traineeship specified in the Training Agreement as follows:

$$\frac{7.6 \times 12}{\text{Length of the Traineeship in months}}$$

Note 1: 7.6 in the above formula represents the average weekly training time for a full time Trainee whose ordinary hours are 38 per week.

Note 2: The parties note that the Training Agreement will require a Trainee to be employed for sufficient hours to complete all requirements of the Traineeship, including the on-the-job work experience and demonstration of competencies. The parties also note that this would normally result in the equivalent of a full day's on-the-job work per week.

- (g) A part-time Trainee shall receive, on a pro rata basis, all employment conditions applicable to a full time Trainee. All the provisions of this Agreement shall apply to part-time Trainees except as specified in this clause.
- (h) A part time Trainee may, by agreement, transfer from a part time to a full-time Traineeship position should one become available.
- (i) The minimum engagement periods specified in this Agreement shall also be applicable to part-time Trainees.
- (j) Minimum and maximum hours of work for part-time employees specified in this Agreement shall apply to part-time Trainees also.

4.3 An employer shall not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee, and to the relevant State or Territory Training Authority in accordance with the relevant State or Territory legislation.

An employer who chooses not to continue the employment of a Trainee upon the completion of the Traineeship shall notify, in writing, the relevant State or Territory Training Authority of their decision.

4.4 The Trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Training Agreement.

4.5 Where the employment of a Trainee by an employer is continued after the completion of the Traineeship period, such Traineeship period shall be counted as service for the purposes of this Agreement or any other legislative entitlements.

- 4.6 (a) The Training Agreement may restrict the circumstances under which the Trainee may work overtime and shift work in order to ensure that the training program is successfully completed.
- (b) No Trainee shall work overtime or shift work on their own unless consistent with the provisions of this Agreement.
- (c) No Trainee shall work shift work unless the parties to this Agreement agree that such shift work makes satisfactory provision for structured training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shift work Trainees.
- (d) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by this Agreement.

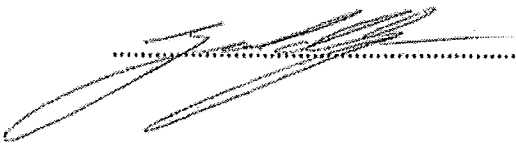
4.7 All other terms and conditions of this Agreement that are applicable to the Trainee but for the Training Agreement shall apply unless specifically varied by this Agreement.

4.8 A Trainee who fails to complete the Traineeship or who is not offered employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payments.

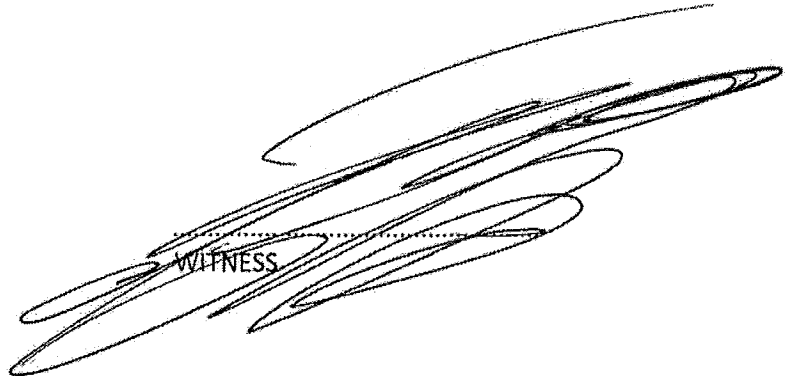
5. WAGES

5.1 The wage rate payable to trainees shall be the Care Service Employee Grade 1 rate provided in Schedule B.

Signed for and on behalf of the HSU New South Wales Branch, as a bargaining representative, by its duly authorised officer:



Gerard Hayes
Secretary
Health Services Union NSW Branch
Level2, 109 Pitt Street
SYDNEY NSW 2000



WITNESS

A.J. Coquillon JP
(108215 NSW)
Level 2, 109 Pitt Street
SYDNEY NSW 2000

Authority to sign Agreement on behalf of employees, pursuant to a delegation, is in accordance with Rule 40 of the Rules of the Health Services Union.