



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**HammondCare**  
(AG2016/3886)

## **HAMMONDCARE DEMENTIA SPECIFIC EMPLOYEES, RESIDENTIAL NURSES, CARE AND SUPPORT SERVICES ENTERPRISE AGREEMENT 2016**

Aged care industry

COMMISSIONER JOHNS

MELBOURNE, 1 SEPTEMBER 2016

*Application for approval of the HammondCare Dementia Specific Employees, Residential Nurses, Care and Support Services Enterprise Agreement 2016.*

[1] On 12 July 2016 HammondCare (**Applicant**) made an application for approval of the *HammondCare Dementia Specific Employees, Residential Nurses, Care and Support Services Enterprise Agreement 2016 (Agreement)*. The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single-enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[3] The Applicant has provided written undertakings. A copy of the undertakings is attached as Annexure A. The Commission is satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

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

[5] The Health Services Union of Australia, New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), the Commission notes that the Agreement covers this organisation.

[6] The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from 8 September 2016. The nominal expiry date of the Agreement is 30 June 2018.



COMMISSIONER

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Annexure A

30 August 2016

Fair Work Commission  
Attention: Commissioner Johns  
11 Exhibition Street,  
Melbourne VIC 3000



Dear Commissioner Johns,

In relation to matter number AG2016/3886 and email of 25 August 2016 from Bree Coram, Member Support Research Team, HammondCare makes the following comments and undertakings regarding the *HammondCare Dementia Specific Employees, Residential Nurses, Care and Support Services Enterprise Agreement 2016*.

**Signature Panel**

Revised Signature page attached.

**1. Span of hours**

We undertake to change the span of hours to address the Commissioner's concern as outlined in Clause 22.3 below:

Part-time Employees will only be entitled to the above additional allowances where their shifts commence prior to 6.00a.m or finishes after 6.00p.m.

**2. Overtime for Saturdays**

We undertake to add the words "For SDC and CSE Employees, double time on Saturdays" to Clause 23.2 B as follows:

B Overtime is to be paid as follows:

- a. Monday to Saturday (inclusive) – time and a half for the first two hours and double time thereafter; For SDC and CSE employees double time on Saturdays;
- b. Sunday – double time;
- c. Public holidays – double time and a half.

**3. Director of Nursing Classification**

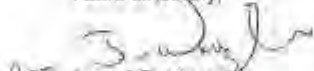
We undertake the Director of Nursing rate will be no less than Registered Nurse Level 5, Grade 6 of the Award.

**4. Casual Rate of pay for Nurses**

We undertake that no nursing classification for casual Employees, other than for a Registered Nurse, will be paid less than the Nurses Award in regards to overtime. This will be included in Clause 23.7. Registered Nurses are excluded on the basis that they are better off overall.

We have provided all the bargaining and union Representatives a copy of your email and the proposed response for their views prior to lodging this letter, which a copy has also been forwarded to them.

Yours sincerely,

  
per Jacqui Gulczynski

Head of People Services and Hammond College  
HammondCare

**HammondCare**

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HammondCare is an independent Christian charity ABN 66 009 026 219

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

# ***HAMMONDCARE***

## ***Dementia Specific Employees, Residential Nurses, Care and Support Services Enterprise Agreement 2016***

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## **PART 1 – APPLICATION AND OPERATION**

### **1. Title**

The Agreement will be known as the 'HammondCare Dementia Specific Employees, Residential Nurses, Care and Support Services Enterprise Agreement 2016'.

### **2. Parties Bound By This Agreement**

This Enterprise Agreement ('EA'/'Agreement') is made within the guidelines of the Fair Work Act 2009, between HammondCare ("HammondCare") ABN 48 000 026 219, the Residential Nurses, Care and Support Services Employees and Specialised Dementia Carer's employed in HammondCare's Residential Care Homes ("Employees"), the NSW Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation - NSW Branch, and the HSU New South Wales Branch ("the Unions").

This agreement shall apply to all Employees working in HammondCare's Residential Care Homes including dementia specific and non-dementia services, excluding HammondCare's residential services in Victoria.

### **3. Application and Duration**

The National Employment Standards (NES) and this Agreement contain the minimum conditions of employment for Employees covered by this Agreement.

For existing Employees, this Agreement will take effect seven days after approval by Fair Work Commission (FWC), and for new Employees it will take effect from the day of commencement of employment. The Agreement will have a nominal expiry date of 30 June 2018.

It is intended that this Agreement will meet and/or exceed all relevant Industrial instrumentation relating to pay and conditions.

After the expiry date, the Enterprise Agreement will continue to be in force until it is replaced by a new Agreement, terminated by agreement between the parties, or is terminated on application by one of the parties, to FWC. Should this agreement be terminated, the parties will return to the provisions of the applicable modern award.

Negotiations for the next agreement will commence three months before the Agreement is due to expire.

### **4. Access to the Agreement & the National Employment Standards**

HammondCare will ensure that copies of this Agreement and the NES are available to all Employees to whom they apply either on a noticeboard which is conveniently located in the workplace/office and through electronic means, whichever makes them more accessible.

## **5. Definitions**

- 5.1** “Act” means the Fair Work Act 2009 (Cth) (as amended).
- 5.2** “Base rate of pay” is the rate of pay payable to the employee for their ordinary hours of work, but not including any of the following:
- a. Incentive-based payments and bonuses;
  - b. loadings;
  - c. monetary allowances;
  - d. overtime or penalty rates;
  - e. any other separately identifiable amounts.
- 5.3** “Board” means the Nurses and Midwives’ Board of Australia and shall also be taken to mean a reference to the Australian Health Practitioner Regulation Authority (AHPRA).
- 5.4** “Day Worker” is an Employee who works their ordinary hours between 6am and 7pm Monday to Friday.
- 5.5** Experience in relation to an enrolled nurse or assistant in nursing means experience both before and/or after the commencement of this agreement whether within New South Wales or elsewhere and in the case of an enrolled nurse or assistant in nursing who was formerly a student nurse includes experience as such student nurse.
- 5.6** “Residential Care Home” means a dementia-specific and non-dementia specific home.
- 5.7** “FWC” means Fair Work Commission.
- 5.8** “NES” means the National Employment Standards as amended from time to time.
- 5.9** “Nurse” includes Specialised Dementia Advisors (SDAs), Registered Nurses, Enrolled Nurses, Enrolled Nurses without medication qualification and Assistant in Nursing.
- 5.10** “Registered Nurse” means a person registered by the Board as such.
- 5.11** “SDCs” means Specialised Dementia Carers
- 5.12** “Service” means service before or after the commencement of this agreement in NSW or elsewhere as a Registered Nurse.
- 5.13** “Shift Worker” is not a Day Worker as defined above.
- 5.14** “Unions” means the Health Services Union, NSW Branch and/or the NSW Nurses and Midwives Association and the Australian Nurses and Midwifery Federation - NSW Branch.

## **6. Anti-Discrimination, and Non-Harassment**

HammondCare recognises the rights of all its Employees, and potential Employees, to work in an environment that is free from discrimination, bullying and/or harassment, and fully supports the State and/or Federal legislation in this area.

The parties agree to interpret and apply the provisions of this Agreement in a manner which is not in breach of any Anti-Discrimination Act or similar legislation.



## **7. Agreement Flexibility**

- 7.1** Notwithstanding any other provision of this agreement, HammondCare and an individual Employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of HammondCare and the individual Employee. The terms HammondCare and the individual Employee may agree to vary the application of are those concerning:
- a. arrangements for when work is performed;
  - b. overtime rates;
  - c. penalty rates;
  - d. allowances; and
  - e. leave loading.
- 7.2** HammondCare 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.
- 7.3** HammondCare and the individual Employee must have genuinely made the agreement without coercion or duress.
- 7.4** The agreement between HammondCare and the individual Employee must:
- c. be confined to a variation in the application of one or more of the terms listed in sub-clause 7.1; and
  - d. result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been agreed to.
- 7.5** The agreement between HammondCare and the individual Employee must also:
- a. be in writing, name the parties to the agreement and be signed by HammondCare and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
  - b. state each term of this agreement that HammondCare and the individual Employee have agreed to vary;
  - c. detail how the application of each term has been varied by agreement between HammondCare and the individual Employee;
  - d. detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
  - e. state the date the agreement commences to operate.

- 7.6** HammondCare must give the individual Employee a copy of the agreement, within 14 days of the agreement being entered into, and keep the agreement as a time and wages record.
- 7.7** Except as provided in sub-clause 7.4a the agreement must not require the approval or consent of a person other than HammondCare and the individual Employee.
- 7.8** HammondCare must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited HammondCare must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 7.9** The agreement may be terminated:
- a. by HammondCare or the individual Employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - b. at any time, by written agreement between HammondCare and the individual Employee.
- 7.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between HammondCare and an individual Employee contained in any other term of this Agreement.

### 8. Consultation regarding major workplace change

#### 8.1 HammondCare to notify

Where HammondCare has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, HammondCare must notify the Employees who may be affected by the proposed changes and their representatives, if any.

Significant effects include termination of employment; major changes in the composition, operation or size of HammondCare's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

#### 8.2 HammondCare to discuss change

HammondCare must discuss with the Employees affected and their representatives, if any, before the introduction of the changes referred to in sub-clause 8.1 the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.

The discussions must commence as early as practicable after a definite decision has been made by HammondCare to make the changes referred to in sub-clause 8.1.

For the purposes of such discussion, HammondCare must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that HammondCare is not required to disclose confidential information the disclosure of which would be contrary to HammondCare's interests.

#### 8.3 Consultation about changes to rosters or hours of work

Where HammondCare proposes to change an Employee's regular roster or ordinary hours of work, HammondCare will consult with the Employee(s) affected and their representatives, if any, about the proposed change.

HammondCare will:

- a. provide to the Employee(s) affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);

- b. invite the Employee(s) affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- c. give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and/or their representatives.
- d. The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- e. These provisions are to be read in conjunction with other agreement provisions concerning the scheduling of work and notice requirements.

## **9. Dispute Settling Procedures**

- 9.1** In the event of a dispute about any matter, or any matter under this agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Employee(s) concerned and their manager. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Employee(s) concerned and more senior levels of management as appropriate.
- 9.2** If a dispute is unable to be resolved at the workplace, and all appropriate steps under sub-clause 9.1 have been taken, a party to the dispute may refer the dispute to the FWC.
- 9.3** Where the matter in dispute remains unresolved, FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute but not limited to mediation, conciliation, and finally arbitration.
- 9.4** The Employee or HammondCare may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause at any stage
- 9.5** While the dispute resolution procedure is being conducted, work must continue in accordance with this agreement and the Act. Subject to applicable workplace health and safety legislation, an Employee must not unreasonably fail to comply with a direction by HammondCare to perform work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.

## **10. Confidentiality**

- 10.1** Except as required by law, the Employee will not disclose to anyone during or after employment by HammondCare, any confidential information relating to HammondCare and its residents without the previous consent in writing by HammondCare. The Employee may not use any confidential information in any way that may cause or be seen to cause injury or loss to HammondCare. HammondCare's confidential information will include, but not be limited to any information HammondCare asks an Employee to keep confidential including

HammondCare's debtor list, profit and loss documents, resident lists, resident cards, client medical information, job orders, Employee availability lists, telephone contact lists, Employee forms of any kind, and any consultation diaries. The intent of this clause is not to exclude an employee's right to seek independent advice where disclosing information for the purpose of seeking this advice is required.

- 10.2** Upon the termination of the Employee's employment with HammondCare, or at any time at the request of HammondCare, the Employee will immediately give to HammondCare all documents which were prepared by or on behalf of HammondCare and which are in the Employee's care, possession, or control, and all other property belonging to HammondCare. Documents will include, but not be limited to resident lists, resident cards, resident medical information, job orders, employee availability lists, telephone contact lists, employee forms of any kind, any consultation diaries, and includes information in electronic form. Property will include, but is not limited to mobile phones, keys, tools, clock cards and protective clothing.

### 11. Types of Employees

An authorised company officer will have complete discretion in the offering of any of the following types of employment to any prospective Employee. At the time of employment HammondCare will inform, in writing, each Employee whether they are employed on a full-time, part-time or casual basis. HammondCare may direct an Employee to carry out such duties that are within the limits of the Employee's skill, competence and training, consistent with the respective classification.

**11.1 Full-time Employee** means any Employee engaged to work an average of 38 hours per week. At HammondCare, the rostering patterns and pay periods means that these hours of work are worked on the basis of 76 hours per fortnight.

**11.2 Part-time Employee** means an Employee who is engaged to work a standard or set number of hours of less than an average of 38 hours per week. At HammondCare, the rostering patterns and pay periods means that these hours of work are worked on the basis of 76 hours per fortnight. The exact number of hours worked, up to a maximum of 76 hours per fortnight, will be used for the purposes of calculating accrual of all leave. Part-time Employees are entitled to the benefits under this Agreement on a pro rata basis.

Before commencing part-time employment, HammondCare and the Employee will agree in writing the minimum number of hours to be worked and the rostering arrangements which will apply to those hours. Additional hours above this minimum may be worked where mutually agreed between HammondCare and the Employee.

#### **For Part-time Specialised Dementia Carer's (SDCs) and Care Service Employees (CSEs) Only**

In the event where all other available options are exhausted, HammondCare may direct a Part-time CSE and/or SDC to work beyond their rostered hours on any one day. Only in this circumstance are these additional hours to be paid in accordance with **Sub-clause 23.2B**.

#### **Annual Review of Part-time Hours**

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 HammondCare, to reflect the hours regularly worked.

The hours worked in the following circumstances will not be incorporated in the adjustment:

- a. 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, Parental Leave, Workers Compensation; and
- b. if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident.

Any adjusted contracted hours resulting from a review, should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

**11.3 Casual Employee** means an Employee who is engaged and remunerated as such and works irregular hours on an as needed basis.

#### **Casual Conversion**

A casual Employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to either full-time or part-time position provided their employment is to continue beyond the conversion process prescribed by this clause:

- a. on a full-time basis where the Employee has worked 38 hours per week or an average of 38 hours per week (excluding overtime) throughout the period of casual employment; or
- b. on a part-time basis where the Employee has worked a regular number of hours each week or fortnight (depending upon the roster) throughout the period of casual employment. Such part-time engagement would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between HammondCare and the Employee.

HammondCare may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request. If there is any dispute about the arrangements to apply to an Employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through **Clause 9 Dispute Settling Procedure**.

Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

**11.4 Fixed term or task** contracts of employment may be offered in circumstances where the need for a genuine fixed term arrangement applies to meet the requirements of HammondCare, which may include but not be limited to parental leave, limited term funding arrangements, long term relief, or forthcoming service reductions. Fixed term and/or task Employees are entitled to the benefits under this Agreement on a pro rata basis. The provision of **Clause 36 Redundancy** will not apply to such Employees.

## 12. Minimum Employment Period

Unless waived or reduced by HammondCare in writing, a probationary period of a maximum of six months will apply to all full-time and part time Employees. In the event of a casual Employee being provided with an offer of employment as a full-time or part-time Employee, and where such casual Employee has not completed six months of service with HammondCare, that Employee, unless waived or reduced by HammondCare in writing, will be required to undergo a probationary period equivalent to the difference between six months and the amount of time the casual has worked for HammondCare. For example, if a casual Employee has been employed for four months with HammondCare that Employee would be required to undergo a further two month probationary period after being provided with a full-time or part-time role.

During the probationary period, either party may terminate the employment relationship by providing one week's notice, to be either worked or at the discretion of HammondCare paid in lieu. Notice will not be required from HammondCare in the case of misconduct which results in summary dismissal.

## 13. Hours Of Work

### 13.1 Ordinary Hours of work

The ordinary hours of work, exclusive of meal times, will not exceed 76 hours per fortnight. This clause should be read in conjunction with **Sub-clause 22.3 Shift Allowances** and **Sub-clause 23.1 Working on Saturdays & Sundays**.

### 13.2 Arrangement of Hours

Hours of work will be offered in the following way, other than for a casual Employee:

76 hours per fortnight for a full-time Employee, or the pro rata equivalent for a part-time Employee, arranged so that each Employee will not work their ordinary hours on more than ten days in the fortnight.

For full-time Employees who have their ordinary hours arranged to include accrual towards an ADO in accordance with **Clause 15 Allocated Day Off**, the hours of work prescribed will be arranged as 152 hours in a 28 calendar-day cycle so that each Employee will not work his/her ordinary hours on more than 19 days in each 28 calendar-day cycle (for a regular shift length of eight hours) or more than 23 days in each 35 calendar-day cycle (for a regular shift length of ten hours).

Each shift shall consist of no more than ten hours. Shifts in excess of ten hours will not occur on more than seven consecutive days in any eight day period. There will be a minimum break of eight hours between ordinary rostered shifts on consecutive days.



### **13.3 Minimum Engagement**

Full-time Employees shall receive a minimum payment of four hours for each start. Part-time and casual Employees shall receive a minimum payment of two hours for each start.

### **13.4 Broken Shifts**

A “broken shift” means a single shift worked by mutual agreement by an Employee that includes one or more breaks excluding those provided for as tea breaks and/or meal breaks. The time between the commencement and termination of a broken shift shall not exceed 12 hours.

There will be a minimum break of 10 hours between broken shifts rostered on consecutive days, unless there is agreement in writing between the Employee and HammondCare, or where the shifts are associated with a Sleepover.

Where broken shifts are worked, Employees shall receive an allowance of the amount set out in **Annexure 1**.

All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double ordinary pay. All hours worked on a public holiday are paid at 250%.

Payment for a broken shift will be at the base rate of pay plus applicable allowances/loadings and penalties, with shift allowances being determined by the commencement time of the broken shift.

## **14. Roster of Hours**

**14.1** A roster showing the ordinary hours of work for each Employee, other than the Director of Nursing, will be displayed in a location accessible to Employees, at least two weeks prior to the commencement date of the first working period in that roster

**14.2** The roster may be altered where an Employee is absent for illness or emergency, to enable continuity of HammondCare's service.

**14.3** Where such an alteration involves a full-time Employee working on a rostered day off, that Employee may elect to be paid at overtime rates or have time off in lieu which will be taken on a day mutually agreed between the Employee and HammondCare. The time off in lieu will be taken in accordance with **Clause 23.3 Time Off in Lieu of Payment for Overtime**.

**14.4** Where a full-time Employee has ordinary hours of work organised to include an allocated day off duty in accordance with **Clause 15 Allocated Day Off**, that allocated day off duty is to be shown on the roster of hours of work for that Employee.

**15. Allocated Day Off (ADO) (this clause applies to full-time Employees only)**

- 15.1** An “Allocated Day Off” or “ADO” means a paid day off for full-time employees where their ordinary hours of work are arranged in accordance with clause **13.2 Arrangement of Hours** as 152 hours in a 28 calendar-day cycle so that each Employee will not work his/her ordinary hours on more than 19 days in the 28 calendar-day cycle for a regular shift length of eight hours; or more than 23 days in each cycle of 35 days for a regular working shift length of ten hours.
- 15.2** An allocated day off will not be rostered to be taken on a Public Holiday.
- 15.3** A full-time Employee’s ADO will be determined by mutual agreement.
- 15.4** With mutual agreement, up to five ADO’s may be accumulated and taken in conjunction with the Employee’s annual leave, or at another time as agreed between the Employee and HammondCare.
- 15.5** No time towards an ADO will accumulate during:
- Periods of Workers’ Compensation.
  - Unpaid and paid Parental Leave.
  - Long Service Leave.
  - Any period of unpaid leave or paid Annual Leave.
- 15.6** An Employee returning to duty from leave pursuant to this clause, will be given the next allocated day off in sequence in accordance with the Employee’s roster.
- 15.7** Credit towards an ADO will continue to accumulate whilst an Employee is on paid Personal/Carer’s Leave and where a public holiday falls on a normal rostered day for that Employee. Where an allocated day off duty falls during a period of Personal/Carer’s Leave, the Employee’s available Personal/Carer’s Leave will not be debited for that day.
- 15.8** A full-time Employee entitled to ADOs under this clause may elect to be paid an amount equivalent to the value of any accrued ADOs in lieu of taking those days off duty on pay. Such election is to be made in writing by the Employee, specifying the number of ADOs the Employee wishes to be paid, sent to payroll, providing at least two weeks’ notice of the request to be paid to the value of any accrued ADOs. In the instance where an Employee’s ADO balance exceeds five days, and the taking of the full ADO balance has not been scheduled to occur with the Employee’s next period of Annual Leave, HammondCare may cash out the balance in excess of five days to the Employee and confirm in writing.
- 15.9** An Employee should take the ADO entitlement within 12 months of accruing the entitlement. Where the Employee has not taken entitlement and a period of 12 months has passed since accrual, HammondCare may automatically cash out the entitlement.

## **16. Meal Breaks and Tea Breaks**

### **16.1 Meal Breaks**

HammondCare may stagger Meal Breaks to meet operational requirements. Employees will not be required to work more than 6 hours continuously without a Meal Break.

For shifts in excess of 6 hours and up to and including 10 hours, an Unpaid Meal Break will be provided for a period of 30 to 60 minutes duration. For shifts in excess of 10 hours, an Unpaid Meal Break will be provided for a period of 60 minutes duration. Unpaid Meal Breaks do not count as time worked.

In recognition of the fact that SDCs may from time to time be required to remain with residents during their Meal Break, one full meal will be made available by HammondCare at no cost to that Employee. Under no circumstances will a monetary allowance be paid in lieu of a meal.

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 be supplied with a meal.

<b>Shift Length</b>	<b>Entitlement</b>
Less than 6 hours	No meal break
6 hours or more	1 x 30 to 60 minute meal break

### **16.2 Requirement to work and/or be on call during Meal Breaks**

First and foremost Employees are entitled to an Unpaid Meal Break; however, in the event that an Employee is required by HammondCare to be on call and/or is required by HammondCare to work during a Meal Break, the Employee will be paid for that Meal Break at their base rate of pay plus applicable loadings/shift penalties. By agreement between HammondCare and an Employee for operational reasons, HammondCare may designate an Employee as being regularly required to be on call during their Meal Break and in this case, the Employee will be paid for their Meal Break for every day or shift worked.

### **16.3 Tea Breaks**

Employees are entitled to two ten-minute paid Tea Breaks per shift of 7.6 hours or more. Where less than 7.6 hours are worked, Employees will be allowed one 10 minute tea break for each four hour period worked.

Subject to agreement between the Employee and HammondCare, the two 10 minute breaks may be taken as one break of 20 minutes or one ten minute break with the Employee able to proceed off duty ten minutes prior to scheduled completion time. Tea Breaks will count as time worked.

<b>Shift Length</b>	<b>Entitlement</b>
Less than 4 hours	No breaks
4 hours but less than 7.6 hours	1 x 10 min tea break
7.6 hours or more	2 x 10 min tea break; or 1 x 20 min tea break if agreed to by the Employer; or 1 x 10 min tea break and Employee to proceed off duty 10 minutes prior to scheduled completion time.

## 17. Sleepover

**17.1** Employees, other than Nurses, may, in addition to normal rostered shifts, be required to sleepover. Nurses may undertake sleepovers by agreement. A sleepover means sleeping in a residential care home at night in order to be on call for emergencies.

**17.2** The following conditions shall apply to each night of sleepover:

- a. The span for a sleepover shall be not less than 8 hours or more than 10 hours on any one night.
- b. Employees shall be provided with free board and lodging for each night on which they are required to sleepover.
- c. Employees shall be provided with a separate room with a bed and use of staff or client facilities where applicable.
- d. In addition to the provision of free board and lodging for such nights, the employee shall be entitled to a Sleepover Allowance of the amount set out in **Annexure 1** for each night on which they sleepover.
- e. 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.
- f. 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 17.2(d).
- g. All time worked during any sleepover shall count as time worked and be paid for in accordance with the following provisions:
  - i. All time worked by full-time Employees during any sleepover shall be paid for at overtime rates.
  - ii. All time worked by part-time Employees during any sleepover shall be paid for at the base rate of 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 ten 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.
- iii. All time worked by casual Employees during any sleepover shall be paid for at the base rate of 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.
  - iv. And provided further that where the Employee does not have eight consecutive hours off duty between ordinary rostered duty on successive days, then sub-clause 17.2(j) will apply.
  - h. 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.
  - i. No employee shall be required to sleepover during any part of their rostered days off and/or allocated days off provided for in **Sub-clause 13.3 Arrangement of Hours** and **Clause 15 Allocated Day Off**.
  - j. An 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 HammondCare, 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.

**17.3** Nothing in this clause shall preclude HammondCare from rostering an employee to work shift work in lieu of undertaking sleepovers.

## **18. Attendance at Meetings and Training**

An Employee may be required to attend meetings in the capacity of an Employee representative, or meetings for work-related purposes, training or registration. If such meetings/training are held outside an employee's rostered ordinary hours of work, that Employee will be entitled to receive base rate of pay per hour for the actual time spent in attendance at such meetings. In lieu of

receiving payment, Employees may, with the agreement of HammondCare, 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 except where such attendance results in an Employee working more than 76 hours in that fortnightly pay period.

An Employee will be reimbursed all reasonable travel expenses incurred as part of attending training which is held elsewhere than the Employee's regular work location.

Notwithstanding the above, where an Employee is invited, and chooses to attend, the workplace to participate in local events, such as the local reward and recognition ceremony, voice survey results and other non-compulsory events, Employees will be paid for their time spent in these events at their base rate of pay.

## **19. Higher Duties**

An employee may be required to perform the duties of a higher grade from time to time, within their competence, and shall be paid the rate of pay for the higher classification whenever such duties are carried out.

## **20. Payment of Wages**

**20.1** Employees will receive the base rates of pay set out in **Annexure 1**.

**20.2** Wages will be paid on the Thursday of each fortnight by direct bank deposit into an account nominated by the Employee. If HammondCare decide to change the day wages are paid into an Employees account, a minimum of four weeks' notice will be provided.

**20.3** An Employee's base rate of pay refers to the hourly rate of pay before the addition of any penalties, loadings or allowances. Annexure 1 to this Agreement refers to base rate of pay for Employees.

**20.4** Where HammondCare has overpaid an Employee, an authorised representative of the company will notify the Employee, in writing, of such overpayment and how such overpayment is made up. Once so informed, the Employee and HammondCare will meet in order to negotiate a reasonable repayment schedule and confirm this in writing with the Employee. HammondCare may take appropriate action as available at law so as to recover those monies.

**20.5** In the event that an Employee is underpaid, HammondCare once notified and informed of the circumstances surrounding the error will make every attempt to rectify the underpayment as soon as practicable. By written agreement with the Employee, payment

to correct the error may be made in the following week's adjustment pay run or the next fortnightly pay. Otherwise payment will be made as soon as possible, and within close of business the following working day.

## **21. Superannuation**

- 21.1** HammondCare will make all obligatory superannuation contributions as required by, and in a manner which is specified in Commonwealth superannuation guarantee and superannuation choice legislation.
- 21.2** Superannuation contributions made by HammondCare form part of an Employee's total remuneration package and are calculated on the basis of the Employee's ordinary time earnings as defined by the ATO.
- 21.3** Superannuation will be paid into a fund chosen by an employee, or in the absence of a choice being made to the Health Employees Superannuation Trust Australia (HESTA) which offers a MySuper compliant product.

### **Salary Sacrifice to a Superannuation Fund**

- 21.4** Full-time and Part-time Employees can make voluntary pre-tax contributions or payments via a written agreement between HammondCare and the employee to make salary sacrifice contributions to a complying super fund. HammondCare will make payments in accordance with that agreement.
- 21.5** An Employee can apply to have their pay reduced by an amount nominated by them as a salary sacrifice contribution for their benefit.
- 21.6** The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice to a super fund arrangement was not in place.
- 21.7** HammondCare recognises the need for Employees to consider independent financial and taxation advice and recommend that Employees consider such advice prior to entering into salary sacrifice to a super fund arrangements.
- 21.8** In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, HammondCare will advise the Employee concerned. The salary sacrifice to a super fund arrangement will be terminated or amended to comply with such laws.
- 21.9** Unless otherwise agreed by HammondCare, an Employee may revoke or vary their salary sacrifice to a super fund payment by giving four weeks' written notice, provided the terms of any other agreement relating to the salary sacrifice to a super fund benefit are met.

## **22. Allowances**

### **22.1 Travel on Official Business**

Employees required to use public transport for travel on official business are to be reimbursed actual incurred expenses only if HammondCare is satisfied that the Employee has incurred expenditure for such travel and following production of a receipt for such travel.

**22.2** Where an Employee is required to use his or her motor vehicle on official business they shall be paid at the vehicle allowance rate as set out in **Annexure 1**.

### **22.3 Shift Allowances**

#### **Full-time Employees**

Full-time Employees will be paid the following percentages in addition to their ordinary hourly rate of pay for shifts rostered as follows:

10% for a shift commencing at or after 10:00a.m and before 1:00p.m.

12.5% for a shift commencing at or after 1:00p.m. and before 4:00p.m.

15% for a shift commencing at or after 4:00p.m. and before 4:00a.m.

10% for a shift commencing at or after 4:00a.m. and before 6.00a.m.

#### **Part-time Employees**

Part-time Employees will only be entitled to the above additional allowances where their shifts commence prior to or at 6.00a.m. or finishes at or after 7.00p.m.

### **22.4 Laundry Allowance** *(will be removed effective from 5 December 2016)*

Uniforms will not be required to be worn by Employees engaged under the terms of this Agreement. However, where Employees' duties require them to work in a hazardous situation they will be supplied with appropriate protective clothing.

HammondCare will pay a laundry allowance as specified in **Annexure 1**. Part-time employees will receive a pro-rata allowance based on the proportion of the average number of hours they work each week.

### **22.5 Uniforms**

In most cases, uniforms will not be required to be worn by Employees engaged under the terms of this Agreement. However, where Employees' duties require them to work in a hazardous situation they will be supplied with appropriate protective clothing.

### **22.6 Meal Expenses on Approved Resident Outings**

HammondCare will reimburse pre-approved meal expenses that are incurred during social outings with residents that form part of a HammondCare outing. Documentary evidence of the expense will be required, i.e. receipt or tax invoice prior to reimbursement.



## **22.7 In-Charge Allowance**

A Registered Nurse who is designated to be in charge during the whole shift on a day, evening or night in a residential care home shall be paid the per shift allowance set out in **Annexure 1**.

A Registered Nurse who is designated to be in charge of a shift in a section of a residential care home shall be paid the allowance set out in **Annexure 1**.

This clause shall not apply to Registered Nurses holding classified positions of a higher grade than a Registered Nurse.

## **22.8 On-call on rostered day off**

An Employee who is required by HammondCare to be on call on a rostered day off shall be paid the amount specified in **Annexure 1** for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours. This subclause shall not apply to a Director of Nursing, Deputy Director of Nursing or Assistant Director of Nursing.

## **22.9 Off-site on-Call arrangements**

Where an Employee is required to remain on-call, any such time on-call shall not be counted as time worked (except insofar as an Employee may take up actual duty in response to a call).

The on-call arrangements apply as follows:

- On-call Monday – Friday: allowance paid as specified in **Annexure 1**;
- On-call on a Saturday: allowance paid as specified in **Annexure 1**;
- On-call on a Sunday: allowance paid as specified in **Annexure 1**.

For each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours. For the purpose of this clause the whole of the on-call period is calculated according to the day on which the major portion of the on-call period falls.

When an Employee is required to return to the residential care home as part of their on-call arrangement, the provisions of **Clause 23.5 Recall** apply.

## **22.10 Continuing Education Allowance (*Applies to Nurse Classifications in this Agreement*)**

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.

The qualification must be accepted by HammondCare to be directly relevant to the competency and skills used by the Employee in the duties of the position.

The allowance is not payable to Deputy Directors of Nursing or Directors of Nursing unless it can be demonstrated to the satisfaction of HammondCare that more than fifty per cent of the Employee's time is spent doing clinical work.

The allowance is not payable to Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.

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.

The Employee claiming entitlement to a continuing education allowance must provide evidence to HammondCare that they hold that qualification.

A Registered Nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by HammondCare 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 **Annexure 1: Item 10** of this Agreement.

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 HammondCare 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 **Annexure 1: Item 11** to this Agreement.

A Registered Nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by HammondCare 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 **Annexure 1: Item 12** to this Agreement.

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 HammondCare 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 **Annexure 1: Item 13** to this Agreement.

The allowances set out in this clause are not included in the Employee's base rate of pay and will not constitute part of any termination or redundancy payment.

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.

The rates for these allowances shall be adjusted in accordance with increases in other wage-related allowances contained in this Agreement.

## **23. Penalties, Loadings, Recall and Make Up Time**

### **23.1 Working on Saturdays and Sundays**

Employees required to work ordinary hours on a Saturday or Sunday will be paid time and one half for work between midnight on Friday and midnight on Saturday and time and three quarters for work between midnight on Saturday and midnight on Sunday. These rates will be in substitution for shift allowances and loadings otherwise payable under **Sub-clauses 22.3 Shift Allowances and 23.7 Casual Employees**.

<b>Day</b>	<b>Penalty</b>
Midnight Friday-Midnight Saturday	150%
Midnight Saturday-Midnight Sunday	175%

### **23.2 Overtime**

Employees shall work reasonable overtime when required by HammondCare. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable. What is unreasonable, or otherwise, will be determined having regard to:

- any risk to Employee health and safety;
- the Employee's personal circumstances including any family and carer responsibilities;
- the needs of the service;
- the notice (if any) given by HammondCare of the overtime by the Employee of his or her intention to refuse it; and
- any other relevant matter.

A Overtime is paid in the following circumstances:

- a. Where a full time employee works in excess of their ordinary hours; and
- b. Where a full-time and part time employee:
  - i. works in excess of 10 hours per shift; and/or
  - ii. works in excess of 76 hours per fortnight, where employed by the fortnight; and/or
  - iii. works in excess of 152 hours per four weekly period, where employed on a four weekly basis; and/or
  - iv. works on a rostered day off.
- c. Where a casual employee:
  - i. works in excess of 10 hours per shift; and/or

- ii. works in excess of 76 hours per fortnight.
- d. Where the required break and/or rest period between shifts has not occurred as specified in **Clause 13 Hours of Work**.

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.

- B Overtime is to be paid as follows:
- a. Monday to Saturday (inclusive) – time and a half for the first two hours and double time thereafter;
  - b. Sunday – double time;
  - c. Public holidays – double time and a half.

Overtime rates under this clause will be in substitution for and not cumulative upon the shift allowances prescribed in **Sub-clause 22.3 Shift Allowances** and the casual loading specified in **Sub-clause 23.7 Casual Employees**.

A Director of Nursing can work up to 86 hours per fortnight before the provisions of overtime apply.

### **23.3 Time Off in Lieu of Payment for Overtime**

An Employee may elect, with the consent of HammondCare, to take time off in lieu of payment for overtime at a time or times agreed with HammondCare within 12 months of the said election.

Time off in lieu of overtime is to be taken on the basis of hour for hour at overtime rates, (for example, if the applicable overtime payment was time and one half the Employee must take one hour and a half off work) to be recorded by HammondCare.

If, having elected to take time off in lieu, the leave is not taken for any reason, payment for time worked at overtime rates will be made at the expiry of the 12 month period or on termination of employment.

Where no election is made, the Employee will be paid overtime rates in accordance with this Agreement.

An Employee cannot be compelled to take time off instead of overtime.

#### **23.4 Rest Period after Overtime**

Employees working overtime without at least ten hours off duty between each shift will be released until they have had ten consecutive hours off duty without loss of ordinary hours pay during their absence. If, on instruction of HammondCare, an Employee has not had ten hours off duty, that Employee will be paid at double time for all hours worked up until the time a ten hour break commences.

#### **23.5 Recall**

Full-time Employees who are recalled to work overtime after leaving the place of work will be paid a minimum of four hours at the applicable overtime rate each time so recalled.

Part-time and casual Employees who are recalled to work after leaving the place of work will be paid a minimum of three hours at the applicable rate each time so recalled.

Where an Employee is recalled to duty, she or he shall be reimbursed all reasonable fares and expenses actually incurred, provided that where an Employee uses their own motor vehicle in those circumstances the allowance payable shall be calculated utilising the rate per kilometre in **Annexure 1**.

#### **23.6 Make-up Time**

An Employee may elect, with the consent of HammondCare, to work “make-up time”, under which the Employee takes time off ordinary hours payable at the base rate of pay, and works those hours at a later time, during the spread of ordinary hours provided in this agreement, receiving only the base rate of pay for those hours worked at a later time.

An Employee on shift work may elect, with the consent of HammondCare, to work “make-up time” under which the Employee takes time off ordinary hours payable at the shift work rate, and works those hours at a later time receiving only the shift work rate that would have been applicable to the hours taken off.

#### **23.7 Casual Employees**

A Casual Employee will be paid a base rate of pay as set out in Annexure 1 appropriate to the Employee’s classification plus a casual loading of 25%.

Overtime rates are only payable on the base rate of pay and do not include the casual loading and other penalty rates.

### **24. Remuneration Packaging**

Subject to the other provisions of this Agreement, an Employee's total remuneration may be made up of any of the following:

- a. the ordinary hourly rate of pay;

- b. other cash or non-cash benefits or entitlements that may become available from time to time; and
- c. superannuation contributions by HammondCare at the prescribed rate.

Where agreed between HammondCare and an Employee, HammondCare may introduce remuneration packaging. The overall remuneration package shall not be less favourable than the entitlements otherwise available under this Agreement on a global or overall basis and shall be subject to the following provisions:

- a. HammondCare shall ensure that the structure of any package complies with taxation and other relevant laws;
- b. HammondCare shall confirm in writing to the Employee the classification level and the current salary payable as applicable to the Employee under this Agreement;
- c. HammondCare shall advise the Employee in writing of his or her right to choose payment of that salary referred to in sub-clause 24(b) above instead of a remuneration package;
- d. HammondCare shall advise the Employee, in writing, that all Agreement conditions, other than the salary and those conditions as agreed in sub-clause 24(e) below shall continue to apply;
- e. where packaging arrangements apply, HammondCare and the Employee may by mutual agreement delete the application of certain Agreement clauses, excepting Clauses: 9 Consultation, 10 Dispute Settling Procedures, 25 Annual Leave, 27 Long Service Leave, 28 Personal/Carer's Leave, 29 Parental Leave and 30 Public Holidays;
- f. when determining the remuneration package, the non-salary fringe benefit shall be in accordance with relevant Australian Taxation Office legislation;
- g. a copy of the agreed remuneration packaging arrangement shall be made available to the Employee;
- h. the Employee shall be entitled to inspect details of the payments made under the terms of this agreed remuneration packaging arrangement;
- i. the configuration of the remuneration package shall remain in force for the period agreed between the Employee and HammondCare;
- j. where, at the end of the agreed period, the full amount allocated to a specific benefit has not been utilised, by agreement between HammondCare and the Employee, an unused amount may be carried forward to the next period, or paid as salary which will be subject to usual taxation requirements;
- k. remuneration packaging will only be offered on the strict understanding and agreement that in the event existing taxation law is changed regarding Fringe Benefit Tax or personal tax arrangements, and that change may impact on this agreement, all salary packaging arrangements may, at the discretion of HammondCare, be terminated. Upon termination in these circumstances the Employee's rate of pay will revert to the rate of pay that applied immediately prior to a salary packaging agreed

remuneration packaging arrangement made pursuant to this clause, or the appropriate Agreement rate of pay whichever is greater;

- l. where changes are proposed to salary packaging arrangements other than to flow on wage increases, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then HammondCare and/or the Employee must give three months notice of the proposed change;
- m. in the event that an Employee ceases to be employed by HammondCare this agreement will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates in accordance with sub-clause 24(b) above. Any outstanding benefit shall be paid on or before the date of termination; and
- n. any pay increases granted to Employees under this Agreement shall also apply to Employees subject to remuneration packaging arrangements within this clause.

### **25. Annual Leave and Leave Loading**

#### **NES Entitlement to Annual Leave**

In accordance with the NES, for each year of service full-time, part-time, fixed-term or fixed task Employees are entitled to:

- a. 4 weeks of paid Annual Leave; or
- b. 5 weeks of paid Annual Leave for a shift worker.

For the purpose of this clause, a shift worker is defined as an Employee who:

- i. works their ordinary hours outside Monday – Friday 6am-7pm; and/or
- ii. works for more than four hours on ten or more weekends.

For the purpose of this clause, a weekend means work in ordinary time on a Saturday and/or Sunday in any one calendar week.

#### **25.1 Accrual of Annual Leave Entitlement**

Employees shall accrue Annual Leave progressively during a year of service according to the Employee's ordinary hours of work, up to a maximum of 38 hours per week. In the case of a part-time Employee, accrual shall occur on a pro-rata basis. Annual Leave will be credited to Employees fortnightly.

#### **25.2 Notice to take Annual Leave**

Employees will give a minimum of four weeks notice when making an application for Annual Leave. Managers have discretion to waive or lessen the four weeks notice in the case of extreme situations / emergencies only.

#### **25.3 Notice of Leave Request Approval or Decline**

HammondCare will advise Employees of the outcome of their leave request, or advise of a reasonable timeframe in which HammondCare will respond to the request, within two weeks of receiving the Annual Leave application form from the Employee.

#### **25.4 Taking of Annual Leave**

Generally Annual Leave will be taken within six months of the Employee becoming entitled to Annual Leave of more than four weeks, however with mutual agreement the taking of leave may be delayed for an additional six months.

The Employee and HammondCare will attempt to reach agreement on the dates for taking the leave, having regard to HammondCare's operational requirements. In the absence of agreement, HammondCare will give at least four weeks' notice to the Employee of the dates during which the Employee will be required to take Annual Leave. To avoid accumulation of excessive Annual Leave entitlements, HammondCare may direct an Employee to take any Annual Leave in excess of four weeks.



Paid Annual Leave may be taken for a period agreed between an Employee and HammondCare and requests for such leave will not be refused unreasonably. However HammondCare may refuse requests for Annual Leave that consist of more than a total of four single days of any one day of the week or in the case of shift workers, five single days of any one day.

**25.5 Employee taken not to be on paid Annual Leave on public holidays**

If the period during which an Employee takes paid Annual Leave includes a day or part-day that is a public holiday the Employee is taken not to be on paid Annual Leave on that public holiday.

**25.6 Payment for Annual Leave**

Employees will be given the option of being paid their Annual Leave either before commencing Annual Leave or in accordance with the normal pay cycle during leave.

**25.7 Pay Rates for Annual Leave**

Subject to **sub-clause 26.10 Annual Leave Loading**, the pay rate for Annual Leave will be made at an Employee's base rate as applicable at the time the Employee takes the Annual Leave.

**25.8 Cashing out of Annual Leave**

In accordance with the relevant sections of the Fair Work Act, instead of taking Annual Leave to which the Employee is entitled, an Employee may request HammondCare to cash out a proportion of their Annual Leave entitlement provided that a total accrued entitlement to paid Annual Leave of not less than four weeks remains after the cashing out occurs.

Such payment in lieu of leave will be paid at the Employee's base rate of pay applicable at the time that the election is made. Each cashing out of a particular amount of paid Annual Leave must be by a separate agreement in writing between HammondCare and the Employee and the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

Annual Leave loading that would have been paid, had the Employee taken the Annual Leave, is also payable when an Employee cashes out a proportion of their Annual Leave entitlement.

**25.9 Payment of Annual Leave on Termination of Employment**

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 base rate of pay and applicable leave loading at that time.

**Annual Leave Loading** Annual Leave Loading is only payable on four weeks of Annual Leave per year. If an Employee is entitled to Annual Leave, the greater of either leave loading at the rate of 17.5% on four weeks pay calculated on the appropriate base rate of pay, or usual shift allowances and weekend penalties, which would have been paid to the Employee, had the Employee worked during the period of Annual Leave, will be paid. Provided that shift allowances and weekend penalties will not be payable for public holidays which occur during a period of Annual Leave or for days which have been added to Annual Leave in accordance with **Clause 31 Public Holidays**.

## **26. Purchased Additional Annual Leave (PAAL)**

HammondCare may offer Full-time and Part-time Employees the opportunity to “purchase” up to an additional two weeks of leave each year, in one week blocks, in exchange for a proportional reduction in their salary over 12 months and within each financial year. Such leave is treated as leave without pay.

An Employee wishing to purchase additional leave must enter into a written agreement with HammondCare which shall include:

- a. the dates which the Employee wishes to use their annual leave and PAAL for the coming year (all leave will need to be pre-planned);
- b. agreement that the Employee's salary will be reduced by 1.92% for each week of leave for the period of the agreement; and
- c. authority for HammondCare to withhold an amount of money, from any monies owing to HammondCare for PAAL taken but not accrued by the final pay within the nominated PAAL year or at termination.

Annual leave entitlements shall be exhausted before the Employee's PAAL can be accessed.

All PAAL must be used within each nominated year for the PAAL agreement. If any PAAL is not used by the final pay for the nominated PAAL year, or the Employee wishes to cease the arrangement, the foregone salary (if any) will be re-credited and paid to the Employee.

Superannuation entitlements will be calculated on the pre-reduction salary and leave loading shall not apply to PAAL.

## **27. Leave Without Pay**

An application can be made for Leave Without Pay after an employee has exhausted their paid leave entitlements. Approval for such leave will be provided at the sole discretion of HammondCare. Leave Without Pay applications must be accompanied by a valid reason. A minimum of four weeks notice is required when placing an application for Leave Without Pay, however managers have discretion to waive or lessen the four weeks notice in the

case of extreme situations / emergencies only. Leave and other entitlements do not accrue whilst an Employee is on Leave Without Pay. Any request for Leave Without Pay for greater than one week will require the Operations Manager or nominee to approve such a request.

The period of Leave Without Pay will not break the continuity of service.

## **28. Long Service Leave**

- 28.1** Employees covered by this Agreement will be entitled to Long Service Leave in accordance with the provisions of this Agreement and the Long Service Leave Act 1955 (NSW).
- 28.2** Accrued Long Service Leave will be paid to the employee on termination of employment in accordance with the relevant state Long Service Leave Legislation.
- 28.3** For Long Service Leave payments upon death please refer to the Long Service Leave Act 1955 (NSW).
- 28.4** At least four weeks' notice will be given by either party when proposed Long Service Leave is to be given and taken. Leave is to be taken as soon as practicable or at an agreed date.
- 28.5** Long-Service Leave payments will be made in accordance with the Long Service Leave Act 1955 (NSW).

### **Additional Provisions for Specialised Dementia Carer's (SDCs) and Care Service Employees (CSEs) Only**

#### **Long Service Leave Accrual**

A SDC and CSE after ten years' continuous service shall be entitled to two months' Long Service Leave on full pay, and thereafter on the basis of five months for each ten years' service and may be taken on a pro-rata basis each five years after completing the initial ten year period of service.

### **Additional Provisions for Nurses Only**

#### **Long Service Leave Accrual**

Nurse employees after ten years' continuous service shall be entitled to two months' Long Service Leave on full pay, after 15 years' continuous service an additional one month's Long Service Leave on full pay; and for each five years' continuous service thereafter to an additional one and one-half months' Long Service Leave on full pay.

#### **Additional Payment upon termination**

Where the employment of an Employee with at least five years' service is terminated other than for serious and willful misconduct, the Employee shall be entitled to Long Service Leave as follows:

- a. For the first five years service – one month.
- b. For the next ten years service - a proportionate amount calculated on the basis of one month for each additional five years. For the purpose of calculation, each completed whole month of continuous service gives an entitlement equal to 0.0722 weeks pay.
- c. For all subsequent service – a proportionate amount calculated on the basis of 1.5 months for each additional five years. For the purpose of calculation, each completed whole year of continuous service gives an entitlement equal to 1.2996 weeks pay.

**29. Personal/Carer's Leave (*this clause applies to all Employees other than Casual Employees*)**

**29.1 NES Entitlement to Personal/Carer's Leave**

In accordance with the NES, for each year of service a full-time Employee is entitled to ten days of paid Personal/Carer's Leave. Part-time, fixed term or fixed task Employees will receive a pro rata entitlement based on their ordinary hours of work

**29.2 Accrual of Personal/Carer's Leave**

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. Personal/Carer's Leave will be credited to Employees fortnightly.

Paid Personal/Carer's Leave is cumulative, is not paid out on termination of employment and is not cashed out.

**29.3 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. personal illness, or personal injury, affecting the member; or
  - ii. an unexpected emergency affecting the member.

In this clause, the following are members of an Employee's immediate family:-

1. a Spouse (including a same or opposite sex spouse, former spouse, a de facto spouse or a former de facto spouse), child (including an adopted child, a step child and ex-nuptial child or an adult child), parent, grandparent, grandchild or sibling of the Employee,

2. Child of and a parent, grandparent, grandchild or sibling of a spouse of the Employee.

"De facto spouse" of an Employee means a person of the opposite or same sex to the Employee who lives with the Employee on a genuine domestic basis.

#### **29.4 Grandparent Leave**

Full-time and part-time Employees may access one day from their paid Personal/Carer's Leave entitlement within one month of their grandchild's birth. Employees may be asked to provide proof of the child's birth.

#### **29.5 Employee taken not to be on paid Personal/Carer's Leave on Public Holiday**

If the period during which an Employee takes paid Personal/Carer's Leave includes a day or part-day that is a Public Holiday the Employee is taken not to be on paid Personal/Carer's Leave on that Public Holiday.

#### **29.6 Payment for paid Personal/Carer's Leave**

If an Employee takes a period of paid Personal/Carer's Leave, HammondCare must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

An Employee who is working in two different grades shall be paid the relevant pay for the classification they would have been working on the day of their Personal/Carer's Leave.

HammondCare shall not change the rostered hours of work of an Employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of the Employee's Personal/Carer's Leave merely by reason of the fact that the Employee is on Personal/Carer's Leave.

#### **29.7 Personal/Carer's Leave while on Workers Compensation**

An Employee shall not be entitled to Personal/Carer's Leave on base rates of pay for any period in respect of which such Employee is entitled to Workers' Compensation payments at that ordinary rate; provided however, that where an Employee is not in receipt of such ordinary rate, HammondCare shall pay to an Employee who has Personal/Carer's Leave entitlements under this clause, the difference between the amount received as Workers' Compensation and full pay. This paragraph shall not apply where an Employee unreasonably refuses to undergo a rehabilitation program.

The Employee's Personal/Carer's Leave entitlement under this clause shall, for each week during which such difference in amount is paid pursuant to the paragraph above, be reduced by the number of hours which that difference represents, calculated using the

Employee's base rate. Following exhaustion of available accrued Personal/Carer's Leave, only weekly compensation payments shall be payable.

**Unpaid carer's leave (*this clause applies to all Employees including Casual Employees*)**

**29.8 Entitlement to unpaid carer's leave**

An Employee is entitled to two days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:

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

**29.9 Taking unpaid carer's leave**

An Employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in sub-clause 29.3.

An Employee may take unpaid carer's leave for a particular permissible occasion as:

- a. a single continuous period of up to two days; or
- b. any separate periods to which the Employee and HammondCare agree.

An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid Personal/Carer's Leave.

**Compassionate Leave (*this clause applies to all Employees including Casual Employees*)**

**29.10 Entitlement to compassionate leave**

An Employee is entitled to two days of compassionate leave for each occasion (a permissible 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 their life; sustains a personal injury that poses a serious threat to his or her life; or
- b. dies.

HammondCare will consider making other leave entitlements available to Employees if more than the two days compassionate leave is required by the Employee.

**29.11 Taking compassionate leave**

An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- a. to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in sub-clause 29.3; or
- b. after the death of the member of the Employee's immediate family or household referred to in sub-clause 29.3.

An Employee may take compassionate leave for a particular permissible occasion as:

- a. a single continuous two day period; or
- b. two separate periods of one day each; or
- c. any separate periods to which the Employee and HammondCare agree.

If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

**29.12 Payment for compassionate leave (other than for casual Employees)**

If an Employee, other than a casual Employee, takes a period of compassionate leave, HammondCare must pay the Employee at the Employee’s base rate of pay for the Employee’s ordinary hours of work in the period.

For casual Employees, compassionate leave is unpaid leave.

**29.13 Notification and Documentation Requirements**

<p><b>Notice - as soon as reasonably practicable</b></p>	<p>The Employee must inform HammondCare as soon as reasonably practicable, where possible no less than two hours before the commencement of their rostered shift, that he or she is (or will be) absent from his or her employment due to a personal illness or injury. The Employee will inform HammondCare of the expected duration of the absence and the general nature of the illness, particularly if it may have transmission implications for residents, clients or staff.</p> <p>HammondCare requires an Employee to notify their Manager or appropriate delegate by telephone where practicable (not by text message/SMS or email).</p>
<p><b>Supporting documentation - as soon as reasonably practicable</b></p>	<p>For any absence (paid or unpaid):</p> <ul style="list-style-type: none"> <li>▪ Of more than two consecutive days and / or shifts;</li> <li>▪ Taken either side of an allocated day off (ADO) or public holiday;</li> <li>▪ Taken on a public holiday that the Employee was rostered to work;</li> <li>▪ Taken immediately before or after a period of Annual Leave;</li> <li>▪ Where an Employee agrees to work an additional shift and fails to work their shift;</li> </ul> <p>the Employee must provide one of the following documents supporting the Employee’s reason for seeking absence from work:</p> <ul style="list-style-type: none"> <li>▪ if it is reasonably practicable to do so - a medical certificate from a registered health practitioner which states, in the practitioner’s opinion, the Employee was, is or will be unfit for work because of a personal illness or injury; or</li> <li>▪ if it is not reasonably practicable for the Employee to give HammondCare a medical certificate - a statutory declaration made by the Employee which says that the Employee was, is or will be unfit for work during the period because of a personal illness or injury.</li> </ul>

	<p>For carer's leave applications the medical certificate or statutory declaration must state:</p> <ul style="list-style-type: none"> <li>▪ the name of the person requiring care and that person's relationship with the Employee; and</li> <li>▪ the reasons for taking such leave and the estimated length of absence; and</li> <li>▪ that the person has (or will have) an illness or injury during the period or that the person is or was affected by an unexpected emergency and that the illness is such as to require care by another person, in accordance with the requirements of the Fair Work Act.</li> </ul> <p>Please note HammondCare may require an Employee to provide a medical certificate or statutory declaration for continued patterns of absence, with a reasonable description of the illness, including a single day absence where deemed necessary. Where possible, on the day of return to work, the Employee is also required to complete and submit a (personal/carer's) leave form request for approval by their Manager.</p>
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### 30. Parental Leave

Eligibility and entitlements to parental leave consist of both unpaid and paid parental leave provisions in accordance with the Fair Work Act 2009 and this clause. The entitlement to paid parental leave in this clause is additional to any entitlement an Employee may have to paid parental leave under the Paid Parental Leave Act 2010 (Cth), but inclusive in the unpaid parental leave entitlements specified in the Fair Work Act 2009.

Parental leave can be:

- a. Maternity Leave, in connection with a pregnancy or the birth of a child;
- b. Partner Leave, for an Employee whose partner is having a child;
- c. Adoption Leave, for parents who have adopted a child under 16 years of age.

#### 30.1 Paid Parental Leave

Inclusive in the 12 months of unpaid parental Leave covered by the Fair Work Act 2009, full-time and part-time employees may claim paid parental leave at base rate of pay, from the date the parental leave commences in the following circumstances:

- a. Following 12 months continuous service; and
- b. For subsequent requests for paid parental leave, there is a qualifying period of 12 months service at the approved working arrangements you have returned to work under, to be eligible to receive another paid parental leave amount.

Paid parental leave includes:

- Fourteen weeks paid parental leave for the primary carer of the child paid as either 14 weeks full pay or 28 weeks of half base rate of pay,
- Three weeks paid adoption leave for the primary carer of the adopted child, and
- One week paid partner leave.

Paid partner leave will be payable to:



- a. the father; or
- b. partner of the birth mother; or
- c. partner of the primary carer of an adopted child.

Partner includes same-sex and de facto partner but does not include former de facto partners.

For the purposes of the calculation of “base rate of pay” for paid parental leave purposes, an employee will be paid the higher of:

- i. The average of the ordinary hours actually worked by the employee in the 12 month period ending at the commencement of parental leave; or
- ii. The ordinary hours worked by the employee at the time of the commencement of parental leave.

### 30.2 Notification Requirements

Parental Leave	Partner Leave	Adoption Leave
<p>Written notice of not less than ten weeks prior to the commencement of the leave. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.</p> <p>At least four weeks before the intended start date specified in the notice given above, the Employee must:</p> <ul style="list-style-type: none"> <li>(a) confirm the intended start and end dates of the leave; or</li> <li>(b) advise HammondCare of any changes to the intended start and end dates of the leave.</li> </ul>	<p>Written notice of not less than ten weeks prior to the commencement of the leave. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.</p> <p>At least four weeks before the intended start date specified in the notice given above, the Employee must:</p> <ul style="list-style-type: none"> <li>(a) confirm the intended start and end dates of the leave; or</li> <li>(b) advise HammondCare of any changes to the intended start and end dates of the leave.</li> </ul>	<p>Written notice of not less than ten weeks prior to the commencement of the leave. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.</p> <p>Where the above notice is not possible and due to the fact that an Employee may be given little notice of the date of taking custody of a child, Employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify HammondCare as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.</p> <p>An Employee is required to provide to HammondCare:</p> <ul style="list-style-type: none"> <li>(a) proof of the day of placement, or the expected day of placement, of the child; and</li> <li>(b) that the child is, or will be, under 16 as at the day of</li> </ul>

		placement, or the expected day of placement, of the child.
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## 31. Public Holidays

**31.1** Full-time and part-time Employees will be entitled to public holidays in accordance with the NES. The public holidays are:

- New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day and Boxing Day; and
- Any other day declared by or under the law of NSW to be observed generally within NSW as a public holiday by people who work in NSW other than a Union picnic day or any other day excluded by regulations under the Fair Work Act.

**31.2** Employees will also be entitled to an extra public holiday each year to occur on the gazetted August Bank Holiday.

**31.3** Where an Employee is requested and agrees to work on a public holiday, the Employee will be paid in lieu of all other shift allowances, weekend penalties, casual loadings and part-time loadings as follows:

### **Full-time and Part-time Employees**

Double time and a half for all time worked is to be paid, or if the Employee elects, time and a half plus an additional day may be added to the Employee's next period of Annual Leave.

### **Casual Employees**

Double time and a half for all time worked will be paid.

For the purpose of this clause an "additional day" for a full-time Employee is equal to 7.6 hours and for part-time Employees an "additional day" is the equivalent amount of hours normally worked on that particular day.

The election referred to above is to be made in writing by the Employee at the commencement of employment, and at either June or December each year thereafter.

## 32. Jury Service

Full-time and Part-time Employees required to attend for jury service during ordinary working hours will be reimbursed by HammondCare an amount equal to the difference between the amount paid in respect of the Employee's attendance for jury service and the amount of ordinary hourly wage that the Employee would have received in respect of the ordinary time that the Employee would have worked had the Employee not been on jury duty.

If the Employee is required for jury service they must notify HammondCare as soon as possible of the date upon which the Employee is required to attend. The Employee should also give

HammondCare proof of attendance, the duration of that attendance and the amount received in respect of the jury service.

**33. Emergency Community Service Leave**

All employees are entitled, acting reasonably, to be absent from work on an unpaid basis for the purpose of performing emergency community services. Participation in such emergency activities must be on a voluntary basis with a recognised emergency management body such as the State Emergency Service (SES), Rural Fire Service (RFS) or the RSPCA (in respect of animal rescue).

If the Employee wishes to be absent from work to attend an emergency activity they must notify HammondCare as soon as possible and provide appropriate documentation of the activity.

**34. Ceremonial leave**

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

## PART 5 – TERMINATION AND MISCELLANEOUS PROVISIONS

### 35. Termination

#### 35.1 NES Notice of Termination of Employment

Except in the case of **Sub-clause 35.11 Summary Dismissal**, in order to terminate the employment of a full-time or part-time Employee, HammondCare will give to the Employee at least the following notice:

<u>Period of continuous service</u>	<u>Period of notice</u>
1 year or less	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

If the Employee is over 45 years and has two years or more continuous service HammondCare will provide the Employee with an additional one week's notice.

Where HammondCare has terminated the services of an Employee, payment in lieu of notice may be made by HammondCare as an alternative to working the notice period. Employment may also be terminated by the giving of part of the period of notice specified and part payment in lieu thereof. Decisions as to whether payment in lieu of notice will be made or working out of notice required (or any combination of the two) will be made by HammondCare.

A period of notice need not be given by HammondCare in the case of summary dismissal pursuant to sub-clause 35.10 or in the case of casual Employees, or Employees engaged for a specified period of time or for a specific task or tasks.

Where HammondCare has given notice to an Employee, the Employee will continue in employment until the date of the expiration of such notice (unless HammondCare elects to pay the Employee in lieu of notice).

#### 35.2 Notice of termination by Employee

The notice of termination required to be given by the Employee to HammondCare will be the same as that required of HammondCare, save and except that there will be no additional notice required based on the age of the Employee concerned.

With written agreement, if the Employee fails to give or work out the appropriate notice, HammondCare will have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period or balance of the period of notice.

Where the Employee gives notice of the termination of employment and the Employee and HammondCare mutually agree to the employment ending before the end of the notice period, wages will be paid only up to the time of the agreed termination of employment.

Final monies will also be withheld, with written agreement, equivalent to the value of all unreturned HammondCare property, unless alternative arrangements are agreed to in writing.

**35.3** For Employees receiving remuneration packages, HammondCare will provide four weeks' notice of termination and will require the same notice upon resignation. If the Employee is over 45 years and has five years or more continuous service HammondCare will provide the Employee with an additional one week's notice.

**35.4** HammondCare shall provide to the Employee a statement of service specifying the period of the Employee's employment and the classification of the Employee.

**35.5 Personal/Carer's Leave during notice period**

Where HammondCare has given the Employee notice of termination of employment or the Employee has resigned, the Employee will not be entitled to paid Personal/Carer's Leave during the period of notice without the provision of a medical certificate.

**35.6 Annual Leave during notice period**

In accordance with the NES, HammondCare will not unreasonably refuse requests for annual leave during a notice period; however, reasons for the request must be submitted in writing by the Employee and will be considered by HammondCare. The decision to approve or deny the request will be made as soon as reasonably practicable.

**35.7 Abandonment of Employment**

If an Employee is absent from work for three consecutive working days, without the consent of, or notification to HammondCare, the Employee will be deemed to have abandoned employment. HammondCare in its sole discretion will be entitled to consider the Employee's contract terminated, and to provide written notification thereof; unless there are extenuating circumstances which have prevented the Employee from contacting and notifying HammondCare of the reason for the Employee's absence. In such an event, the Employee will only be entitled to payment for work done up until the date when the Employee ceased attending work.

**35.8 Summary dismissal**

HammondCare will have the right to dismiss an Employee without notice for serious misconduct that justifies instant dismissal. In such cases the wages owing to the Employee will be paid up to the time of dismissal only.

## 36. Redundancy

### 36.1 NES Redundancy Pay

An Employee's entitlement to redundancy will be as per the NES except for the provisions below.

### 36.2 Redundancy Pay

In addition to the period of notice prescribed for ordinary termination in **Clause 35.1 NES Notice of Termination of Employment**, the Employee will be entitled to the following amount of redundancy pay in respect of a continuous period of service.

Years of service	Under 45 years of age	45 years of age and over
Less than 1 year	0	0
1 year and less than 2 years	4 weeks pay	5 weeks pay
2 years and less than 3 years	7 weeks pay	8.75 weeks pay
3 years and less than 4 years	10 weeks pay	12.5 weeks pay
4 years and less than 5 years	12 weeks pay	15 weeks pay
5 years and less than 6 years	14 weeks pay	17.5 weeks pay
6 years and over	16 weeks pay	20 weeks pay

"Week's pay" means the base rate of pay for the Employee concerned at the date of termination, and shall include, over-agreement payments, shift penalties and the in-charge allowance (if applicable).

### 36.3 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy by mutual agreement, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and HammondCare may, at HammondCare's option, make payment instead of an amount equal to the difference between the former base rate of pay and the base rate of pay for the number of weeks of notice still owing.

### 36.4 Time off during notice period

Where HammondCare has given the Employee notice of termination of employment, the Employee will be allowed up to the equivalent of one working day's time off without loss of pay while the Employee is working out notice for the purpose of seeking other employment. The time off will be taken at times that are convenient to the Employee after consultation with HammondCare.

## 37. Stand-Down Provisions

HammondCare has a commitment towards all Employees and seeks to maintain employment. Notwithstanding this, and only in extreme circumstances that are beyond the control of HammondCare, it may be possible that an Employee is stood down without pay where in the opinion of HammondCare the Employee may not usefully be employed as a result of any:

- a. Events outside of the control of HammondCare;
- b. Other circumstances referred to in the appropriate Federal Legislation.

### **38. Workload Management**

**38.1** The parties to this agreement acknowledge that Employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on Employee/s and the quality of resident/client care.

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

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

**38.3** Where required, workload management may be an agenda item at 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 workload 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 residential care home layout;
- c. Statutory obligation, (including, but not limited to, workplace health and safety legislation);
- d. The requirements of nurse regulatory legislation;
- e. Reasonable workloads;
- f. Accreditation standards; and
- g. Budgetary considerations.

**38.4** If the issue is still unresolved, the Employee/s may advance the matter through **Clause 9 Dispute Settling Procedures**.

### **39. Labour Flexibility and Mixed Functions**

**39.1** HammondCare may direct an Employee to carry out such reasonable duties as are within the limits of the Employee's skill, competence and training.

**39.2** HammondCare 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.

**39.3** Any direction issued by HammondCare pursuant to this clause shall be consistent with HammondCare's responsibility to provide a safe and healthy working environment for Employees, and HammondCare's duty of care to residents and/or clients.

**39.4** Where HammondCare has decided there is no longer a requirement for a Deputy Director of Nursing or an Assistant Director of Nursing to be appointed in a workplace, HammondCare 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.



### 40. Classifications

- a. The parties to this Agreement acknowledge that for each classification of Employee listed below, site specific role descriptions reflecting the Employee's indicative tasks may be developed and therefore the below descriptions for each classification must be read in conjunction with the role description for each classification.
- b. Any disputes in relation to classification or reclassification must be handled as set out in **Clause 9 Dispute Settling Procedures**.
- c. Employees will be provided with a letter of offer and a role description detailing the classification at the start of employment or upon appointment to a different classification.

#### **Specialised Dementia Carers**

Specialised Dementia Carer (SDC) means a person who provides personalised care to residents with dementia, in accordance with HammondCare's philosophy of care and values, as directed, in the areas of personal care, domestic support and life engagement.

The parties agree that all Specialised Dementia Carers are to work together as a team to enable each resident to have the opportunity to succeed at the activities of daily living which promote dignity, self-respect and maintain the resident's quality of life and abilities. Specialised Dementia Carers model appropriate behaviour and encourage a calm, supportive and secure atmosphere.

Specialised Dementia Carers will receive the rates of pay set out in Annexure 1 to this Agreement. An Employee's base rate of pay refers to the Employee's ordinary hourly rate of pay before any penalties or allowances.

Any adjustments to the level of pay by the relevant authority will be absorbed into the rates of this Agreement, except where an increase in pay levels exceeds any specific classification rate in this Agreement.

**Specialised Dementia Carer New Entrant** is an individual who has limited or no experience within the provision of aged care / dementia care services. As a new entrant there will be a prime focus on the development of foundational skills and knowledge.

An SDC New Entrant means an Employee with less than 500 hours' work experience in the aged or dementia care 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 HammondCare. Problems are referred to a more senior staff member. The type of responsibility that an Employee at this level may have in the areas of personal care, domestic support and life engagement include:

- Carrying out simple tasks under supervision to assist a higher grade Specialised Dementia Carer Employee attend to the personal care needs of residents.
- General assistance to higher-grade Employees in the full range of domestic support duties.

These duties are carried out in a manner that assists residents to engage in the activities of daily living consistent with their abilities and choice.

General assistance to higher grade Employees in assisting residents to undertake a full range of life engagement activities which may include gardening and light maintenance items.

**Specialised Dementia Carer Grade 1** will work with the support and guidance from higher grade SDCs and is expected to develop their skills and experience with an increasing degree of autonomy throughout all stages.

An SDC Grade 1 means an Employee who has 500 hours work experience or has or can demonstrate relevant prior experience that enables the Employee to work effectively at this level under general supervision of higher grade Employees and as part of a team. The types of responsibility that an Employee at this level may have in the areas of personal care, domestic support and life engagement, in addition to those of a new entrant, include:

- Under general supervision, providing assistance to residents in carrying out simple personal care tasks.
- Performance under general supervision of the full range of domestic support duties. These duties are carried out in a manner that assists residents to engage in the activities of daily living consistent with their abilities and choice.
- Performance under general supervision of the full range of life engagement activities which may include gardening and light maintenance items.

**Specialised Dementia Carer Grade 2** will have the competency to undertake independent activities. An SDC Grade 2 will make independent contributions towards the delivery of care of residents.

An SDC Grade 2 means an Employee with relevant experience who works individually or in a team environment, and is responsible for the quality of his/her own work, subject to limited supervision. The types of responsibility that an Employee at this level may have in the areas of personal care, domestic support and life engagement, in addition to those of an SDC Grade 1 Employee, include:

- Under either the direct or indirect supervision of a registered nurse, carrying out a range of clinical care activities in accordance with Commonwealth and State legislative requirements, that support the personal care needs of residents.
- Under limited supervision, participating in case management, developing and maintaining Care Plans (in conjunction with other team members and allied health professionals) that are customised to meet the individual needs and abilities of each resident.
- Assisting in the mentoring and modelling of the philosophy of care for Specialised Dementia Carer New Entrants and Specialised Dementia Carer Grade 1 Employees.
- Under limited supervision, providing assistance to residents in all personal care tasks.
- Under limited supervision, providing the full range of domestic support duties. These duties are carried out in manner that assists residents to engage in the activities of daily living consistent with their abilities and choice.
- Under limited supervision, provide the full range of life engagement activities which may include gardening and light maintenance items.

**Specialised Dementia Carer Grade 3** is an experienced SDC and will be expected to provide a degree of leadership in activities. This responsibility requires an SDC Grade 3 to coach and mentor other SDCs in the cottages and to continue to provide care and support to residents. They may be required to perform additional responsibilities as requested by the Manager.

An SDC Grade 3 will demonstrate advanced skills in applying, modelling and teaching the HammondCare philosophy of care. The SDC Grade 3 will assist in educating staff in the philosophy of care and particularly demonstrate the philosophy through activities of daily life, personal care activities and activities that promote independence. The SDC Grade 3 demonstrates a high level of skill in clinical assessment of residents and management of behaviours of concern.

An SDC Grade 3 means an Employee who:

- is designated by HammondCare as having the responsibility for leading and/or supervising the work of others; or

- is required to work individually with minimal supervision and has been designated by HammondCare as having overall responsibility for a particular function within the residential care home; or
- is required to hold and apply accredited higher level care skills under limited supervision to assess and manage the more complex needs of residents with special care needs associated with dementia, such as those residents in the Special Care Unit;
- in addition to the above-mentioned requirements holds either a Certificate Level III in Aged Care or Care Support Services or other appropriate Qualifications/Experience acceptable to HammondCare.

Employees at this level may be required to work with the Manager, or as delegated by them, to plan, direct, and train staff and comply with documentation requirements as determined by HammondCare and assist in the development of budgets. The types of responsibility that an Employee at this level may have in the areas of personal care, domestic support and life engagement, in addition to those of an SDC Grade 2 Employee, include:

- Coordinating and directing the work of other staff.
- Scheduling work programs on a routine and regular basis.
- Developing and implementing programs of activities for residents.
- Working with the Manager in developing and co-ordinating the case management processes, including developing and implementing Care Plans with other team members and allied health professionals.
- Working with the Manager to plan, order and prepare the processes and supplies required to support the full range of domestic, care and life engagement activities carried out in the residential care home.
- Carrying out a range of administrative duties to support the operation of the residential care home.
- Driving a minibus or larger vehicle.

**Senior Specialised Dementia Carer (SSDC)** will be a role defined and appointed at the sole discretion of HammondCare. The rate of pay for this position will be determined by HammondCare and will be above the rates prescribed by this Agreement. In calculating the rate of pay, HammondCare will take into consideration the position holder's skills and experience.

In addition to those responsibilities and competencies of the SDC Grades set out above, the SSDC will be appointed as an exemplary carer and staff mentor.

**Appointment to an SDC Grade, Stage and Progression through stages**

An SDC will be classified into one of the following grades and stages. Progression between each stage will be based on the completion of 1000 hours of service and satisfactory performance. For the purpose of assessing 1000 hours of service, “service” will include: actual hours worked, completing the full responsibilities and scope of duties for the relevant grade, not including any period of paid and unpaid leave (personal carer’s leave, annual leave, parental leave, or long service leave).

<b>GRADE</b>	<b>SDC GRADES &amp; STAGES</b>			
	<b>SDC New Entrant</b>			
	1.1	1.2		
	2.1	2.2	2.3	2.4
	3			
	<b>Senior Specialised Dementia Carer (SSDC)</b>			

**Process for reviewing performance for progression through a Stage and Grade**

Progression through each grade and stage is not automatic. Once an Employee has completed 1000 hours at their current stage, either the Assistant Manager or Manager (or appropriate delegate) must complete the “*Checklist for Managers – Assessment for movement within SDC Grade 1 / 2*” with the Employee.

The checklist has been established to assist Managers to evaluate performance. If the performance review for progression through a grade and/or stage coincides with the Annual Development Meeting (ADM), the Manager has discretion to complete the ADM only which can then be used to determine whether an Employee can progress through a grade and/or stage.

Where an Employee has demonstrated they are performing to the expectations required of their grade, and continue to grow and develop in their role, they will proceed to the next stage and/or grade.

The aims of the review will include an assessment of the Employee’s performance and progression to the next grade or stage, which will only occur when the Employee is able to demonstrate they have continued to develop their skills and experience and are satisfactorily meeting the expectations within each grade, as set out in the job description.

The criteria for determining movements between stages can be located on the intranet titled “*Checklist for Managers - Assessment for movement within SDC Grade 1 / Grade 2 (from stages 1 – 4)*”. The criteria have been developed drawing from the requirements detailed in the relevant SDC role description.

## **Deferring a decision to progress**

HammondCare reserves the discretion to defer progression through a stage and/or grade if any of the following apply:

- the Employee is subject to any disciplinary matters;
- the Employee is subject to a formal investigation regarding their work performance;
- after reviewing the Employee's performance against the agreed criteria, it is determined that the Employee is not performing to the standard expected of their current grade and stage.

Where the Manager wishes to defer progression through a grade and/or stage they must come to this decision in consultation with People Services. If a decision is made to defer progression for an Employee, the Employee's Manager must provide a written reason to the Employee outlining the reasons why progression has not been successful and outline areas of support to overcome or address performance or conduct issues. Where grade and/or stage progression has been deferred the staff member is entitled to have the decision reviewed after three months.

## **Care and Support Services Employees**

### **New Entrant**

A New Entrant is 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 HammondCare. Problems should be referred to a more senior staff member. Indicative tasks an employee at this level may perform are as follows.

### **Typical Duties:**

<b>CARE STREAM</b>	<b>SUPPORT STREAM</b>	<b>MAINTENANCE STREAM</b>
Carry out simple tasks under supervision to assist a higher grade Care Service Employee attending to the personal needs of residents.	General assistance to higher grade Employees in the full range of Domestic duties.	General labouring assistance to higher grade Employees in the full range of gardening and maintenance duties.

### **GRADE 1**

A Grade 1 Employee has 500 hours work experience in the industry or has/or can demonstrate relevant prior experience, acceptable to HammondCare, which enables the Employee to work effectively at this level. A Grade 1 Employee 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 HammondCare. In some situations detailed instructions may be necessary. Indicative tasks an Employee at this level may perform are as follows.

## Typical Duties

CARE STREAM	SUPPORT STREAM	MAINTENANCE STREAM
Under limited supervision, provide assistance to residents in carrying out simple personal care tasks which shall include but not be limited to:	Performance under limited supervision of the full range of domestic duties including but not limited to:	Performance under limited supervision of labouring duties associated with gardening and general maintenance activities, including but not limited to:
Supervise daily hygiene e.g. 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.	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.	Sweeping; Hosing; Garbage collection and disposal; Keeping the outside of buildings clean and tidy; Mowing lawns and assisting the gardener in labouring.

## GRADE 2

A Grade 2 Employee has relevant experience, 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 HammondCare. Indicative tasks an employee at this level may perform are as follows.

## Typical Duties

CARE STREAM	SUPPORT STREAM	MAINTENANCE 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 a higher grade employee in the planning, cooking and preparation of the full range of meals.	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 Employees. 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.

Assist and support residents with medication utilising medication compliance aids; Simple wound dressing; Implementation of continence programs as identified in the Care Plan;	Drive a Sedan or Utility.	Perform gardening duties. Provide advice on planning and plant maintenance. Attend to indoor plants, conduct recycling and re-potting schedules.
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-Glycaemia. 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 HammondCare.		Carry out physical inspections of property and premises and report.
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, or a Diversional Therapist.		

### **GRADE 2.1**

Progression to a CSE Grade 2.1 is not automatic. Once an Employee has completed 1000 hours as a CSE Grade 2 and the primary focus of their role is on care worker duties (not domestic), either the Assistant Manager or Manager (or appropriate delegate) must complete the “*Checklist for Managers – Assessment to move to a CSE Grade 2.1*” with the Employee.

The checklist has been established to assist Managers to evaluate performance. If the performance review to move to a CSE Grade 2.1 coincides with the Annual Development Meeting (ADM), the Manager has discretion to complete the ADM only which can then be used to determine whether an Employee can progress to a CSE Grade 2.1.

The aims of the review will include an assessment of the Employee’s performance and progression to the CSE Grade 2.1 classification, which will only occur when the Employee is able



to demonstrate they have continued to develop their skills and experience and are satisfactorily meeting the expectations of the CSE Grade 2 classification, as set out in the role description.

The criteria for determining movements between stages can be located on the intranet titled “*Checklist for Managers - Assessment to move to a CSE Grade 2.1*”. The criteria has been developed drawing from the requirements detailed in the relevant CSE role description.

### **Deferring a decision to progress**

HammondCare reserves the discretion to defer progression to a CSE Grade 2.1 if any of the following apply:

- the Employee is subject to any disciplinary matters;
- the Employee is subject to a formal investigation regarding their work performance;
- after reviewing the Employee’s performance against the agreed criteria, it is determined that the Employee is not performing to the standard expected of the CSE Grade 2 classification.

Where the Manager wishes to defer progression to a CSE Grade 2.1 they must come to this decision in consultation with People Services. If a decision is made to defer progression for an Employee, the Employee’s Manager must provide a written reason to the Employee outlining the reasons why progression has not been successful and outline areas of support to overcome or address performance or conduct issues. Where progression to a CSE Grade 2.1 has been deferred the staff member is entitled to have the decision reviewed after three months.

### **GRADE 3**

A Grade 3 Employee holds either a Certificate Level III in Care Support Services or other appropriate Qualification/Experience acceptable to HammondCare and:

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

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 HammondCare and assist in the development of budgets. Indicative tasks an Employee at this level may perform are as follows.

## Typical Duties

<b>CARE STREAM</b>	<b>SUPPORT STREAM</b>	<b>MAINTENANCE STREAM</b>
Coordinate and direct the work of staff.	Responsible for the planning, ordering and preparing of all meals.	Carry out maintenance, repairs, gardening and other tasks falling within the scope of trades' skills.
Schedule work programs on a routine and regular basis.	Responsible for the provision of domestic services.	Undertake the more complicated repairs to equipment and appliances calling for trades skills.
Develop and implement programs of activities for residents.	Schedule work programs on a routine and regular basis.	Coordinate and direct the work of staff performing gardening duties.
Develop resident care plans.	Coordinate and direct the work of staff. Drive a minibus or larger vehicle.	Schedule work programs on a routine and regular basis.

## **Nurses' Employment Classifications**

### **Recognition of Service and Experience**

From the time of commencement of employment an Employee has three months in which to provide documentary evidence to HammondCare 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.

Until such time as the Employee furnishes any such documentation HammondCare shall pay the Employee at the level for which proof has been provided.

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, HammondCare shall pay the Employee at the appropriate rate from the date of commencement. If documentary evidence of previous relevant service or experience is provided three months or longer after the commencement of employment, the Employee will be paid at the relevant rate but only from the date of providing the additional documentation.

An Employee who is entitled to progress to the next year of service or experience because of hours worked with another employer, the Employee must provide proof to HammondCare 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.

For the purpose of yearly progression based on service and experience an Employee must complete 1976 hours of work.

**Assistant in Nursing**

Is an Employee other than a Registered Nurse, Trainee or Enrolled Nurse who is employed in nursing duties in a residential care home.

**Assistant Director of Nursing** means

- a. A person appointed as such in any sized residential care home and includes a person appointed as the nurse in charge during the evening or night in a residential care home where the adjusted daily average of occupied beds is not less than 150.
- b. A person appointed as such to a position approved by HammondCare 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 HammondCare.

**Clinical Nurse Educator** means a Registered Nurse with relevant post registration certificate qualifications or experience deemed appropriate by HammondCare, who is required to implement and evaluate educational programmes at the residential care home. The Clinical Nurse Educator shall cater for the delivery of clinical nurse education at the residential care home. The Clinical Nurse Educator may also be responsible for new Employee orientation at the residential care home. A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the residential care home 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 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 residential care home and take a shared responsibility for the clinical care of residents when HammondCare 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 2010 as being responsible for care of the residents of the residential care home. The Director of Nursing must hold minimum necessary qualifications as required by Regulations to the NSW Public Health Act 2010.

**Enrolled Nurse** means a person registered by the Board as an Enrolled Nurse.

- Where an Employee was previously classified as an EN without medication qualification - Thereafter the Employee will be paid as an EN - Authorised level (b).
- Where an Employee was not previously classified as an EN medication qualification- Thereafter the Employee shall be paid at level (a)
- An Employee classified at level (a) who is not required to deliver medication shall be entitled to progress to level (b) after one year's service.
- Once an EN has worked 1,000 hours in a role where they are required to deliver medication, the Employee will be classified and paid at the EN Yr 1 rate and thereafter be entitled to progress to the second and third years of that salary scale.
- An EN may be required to lead and/or supervise the work of others.

**Enrolled Nurse without medication qualification** means a person registered by the Board as an Enrolled Nurse with the notation "does not hold a Board approved qualification in medicines administration".

**Nurse Educator** means a Registered Nurse with a post registration certificate, who has relevant experience or other qualifications deemed appropriate by HammondCare, 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 within a residential care home or group of residential aged care facilities. 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.

**Nurse Practitioner** means a Registered Nurse appointed as such and who is authorised by the Board, pursuant to Section 19A of the Nurses Amendment (Nurse Practitioners) Act 1998, to practice as a Nurse Practitioner.

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

**Senior Nurse Educator** means a Registered Nurse with a post registration certificate or appropriate qualifications, who has, or is working towards, recognised tertiary qualifications in education or equivalent and has demonstrated experience and skills in the field of education, and who is appointed to a position of Senior Nurse Educator. A Senior Nurse Educator shall be responsible for one or more Nurse Educators in the planning, co-ordination, delivery and evaluation of educational programmes such as post registration certificate courses, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses either in a residential care home or in a group of residential aged care facilities.

**Specialised Dementia Advisor (SDA)** is a Registered Nurse who supports the Specialised Dementia Carers (SDC's) in HammondCare's dementia specific services by providing care that is aligned with HammondCare's philosophy of care. This position is a clinical support role.

**ANNEXURE 1 – BASE RATES OF PAY FOR EMPLOYEES**

<b>Classification</b>	<b>7 December 2015</b>	<b>First full pay period once the agreement is voted “Yes” by Employees</b>	<b>5 December 2016</b>	<b>4 December 2017</b>
<b>SDC New Entrant</b>	\$18.75	\$18.94	\$19.50	\$20.09
<b>SDC Grade 1.1</b>	\$19.81	\$20.01	\$20.61	\$21.22
<b>SDC Grade 1.2</b>	\$19.90	\$20.10	\$20.70	\$21.32
<b>SDC Grade 2.1</b>	\$20.91	\$21.12	\$21.75	\$22.41
<b>SDC Grade 2.2</b>	\$21.01	\$21.22	\$21.86	\$22.51
<b>SDC Grade 2.3</b>	\$21.11	\$21.33	\$21.96	\$22.62
<b>SDC Grade 2.4</b>	\$21.22	\$21.43	\$22.07	\$22.73
<b>SDC Grade 3</b>	\$22.30	\$22.52	\$23.20	\$23.89
<b>Care Service Employee New Entrant</b>	\$18.76	\$18.85	\$19.42	\$20.00
<b>Care Service Employee Grade 1</b>	\$19.98	\$20.08	\$20.68	\$21.30
<b>Care Service Employee Grade 2</b>	\$20.78	\$20.88	\$21.51	\$22.15
<b>Care Service Employee Grade 2.1</b>	\$20.96	\$21.07	\$21.70	\$22.35
<b>Care Service Employee Grade 3</b>	\$21.42	\$21.53	\$22.17	\$22.84
<b>Assistant in Nursing</b>	\$20.96	\$21.07	\$21.70	\$22.35
<b>Enrolled Nurse Without Medication Qualification</b>				
<b>1<sup>st</sup> Year</b>	\$23.87	\$23.99	\$24.71	\$25.45
<b>2<sup>nd</sup> Year</b>	\$24.34	\$24.46	\$25.19	\$25.95
<b>3<sup>rd</sup> Year</b>	\$24.66	\$24.79	\$25.53	\$26.30
<b>4<sup>th</sup> Year</b>	\$25.17	\$25.30	\$26.06	\$26.84
<b>Thereafter</b>	\$25.63	\$25.76	\$26.53	\$27.33
<b>Enrolled Nurse</b>				
<b>1<sup>st</sup> Year</b>	\$24.91	\$25.03	\$25.78	\$26.56
<b>2<sup>nd</sup> Year</b>	\$25.40	\$25.52	\$26.29	\$27.08
<b>3<sup>rd</sup> Year</b>	\$26.07	\$26.20	\$26.99	\$27.80
<b>4<sup>th</sup> Year</b>	\$26.69	\$26.83	\$27.63	\$28.46
<b>Thereafter</b>	\$27.32	\$27.45	\$28.28	\$29.12
<b>Registered Nurse / SDA</b>				
<b>1<sup>st</sup> Year</b>	\$31.44	\$31.91	\$32.87	\$33.85

<b>2<sup>nd</sup> Year</b>	\$31.44	\$31.91	\$32.87	\$33.85
<b>3<sup>rd</sup> Year</b>	\$31.44	\$31.91	\$32.87	\$33.85
<b>4<sup>th</sup> Year</b>	\$31.44	\$31.91	\$32.87	\$33.85
<b>5<sup>th</sup> Year</b>	\$32.91	\$33.40	\$34.40	\$35.43
<b>6<sup>th</sup> Year</b>	\$34.38	\$34.90	\$35.95	\$37.03
<b>7<sup>th</sup> Year</b>	\$36.08	\$36.62	\$37.72	\$38.85
<b>8<sup>th</sup> Year</b>	\$37.49	\$38.05	\$39.19	\$40.36
The following rates of pay are the minimum for each position described. HammondCare will determine and provide rates that will be above the rates prescribed by this Agreement for these positions. In calculating the rate of pay, HammondCare will take into consideration the position holder's skills, experience and requirements of the position.				
<b>Clinical Nurse Consultant</b>	\$44.86	\$45.08	\$46.44	\$47.83
<b>Clinical Nurse Specialist</b>	\$38.23	\$38.42	\$39.57	\$40.76
<b>Clinical Nurse Educator</b>	\$38.23	\$38.42	\$39.57	\$40.76
<b>Nurse Educator</b>	\$40.63	\$40.83	\$42.05	\$43.32
<b>Senior Nurse Educator</b>	\$45.91	\$46.14	\$47.52	\$48.95
<b>Nurse Practitioner</b>	\$35.15	\$35.32	\$36.38	\$37.48
<b>Assistant Director of Nursing</b>	\$41.73	\$41.94	\$43.19	\$44.49
<b>Deputy Director of Nursing</b>	\$42.54	\$42.76	\$44.04	\$45.36
<b>Director of Nursing</b>	\$47.38	\$47.62	\$49.04	\$50.52

#### OTHER RATES AND ALLOWANCES FOR EMPLOYEES

Item No	Clause No	Brief Description		Amount (First full pay period once the agreement is voted "Yes" by Employees)	Potential 1 July 2017 rate
1	14.2	Broken Shift Allowance	Per break in shift	\$8.22	To be increased by the aged care subsidy increase for FY18 if any
2	18.2	Sleepover Allowance	Per sleepover	\$45.00	To be increased by the aged care subsidy increase for FY18 if any
3	21.2	Vehicle Allowance	Per KM	\$0.78*	To be increased by the same percentage changes made to the Modern Award equivalent allowances during the life of this agreement
4	21.5	In-Charge (Residential Care Home)	Per shift	\$34.66	To be increased by the aged care subsidy increase for FY18 if any
5	21.5	In-Charge (Section)	Per shift	\$21.51	To be increased by the aged care subsidy increase for FY18 if any

6	21.6	On-call on rostered day off	Per day (24 Hour period)	\$38.36	To be increased by the aged care subsidy increase for FY18 if any
7	21.7	On-call Allowance (Mon – Fri)	Per day (24 Hour Period)	\$19.58*	To be increased by the same percentage changes made to the Modern Award equivalent allowances during the life of this agreement
8	21.7	On-call Allowance (Saturday)	Per day (24 Hour Period)	\$29.50*	To be increased by the same percentage changes made to the Modern Award equivalent allowances during the life of this agreement
9	21.7	On-call Allowance (Sunday)	Per day (24 Hour Period)	\$34.42*	To be increased by the same percentage changes made to the Modern Award equivalent allowances during the life of this agreement
10	21.9	Continuing education allowance: RN	Per week (pro rata)	\$18.06	To be increased by the aged care subsidy increase for FY18 if any
11	21.9	Continuing education allowance: RN	Per week (pro rata)	\$30.10	To be increased by the aged care subsidy increase for FY18 if any
12	21.9	Continuing education allowance: RN	Per week (pro rata)	\$36.11	To be increased by the aged care subsidy increase for FY18 if any
13	21.9	Continuing education allowance: EN	Per week (pro rata)	\$12.32	To be increased by the aged care subsidy increase for FY18 if any

\* These allowances change in accordance with the relevant Modern Award (Nurses Modern Award 2010, or, Aged Care Award 2010)

Item No	Clause No	Laundry Allowance – to be removed effective from 5 December 2016		Amount
X	22.4	Laundry Allowance (CSEs & Nursing Classifications)	Per week (pro rata)	\$6.56
X	22.4	Laundry Allowance (SDCs)	Per week (pro rata)	\$6.61

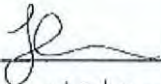
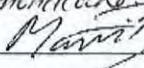




Schedule – 1 Signatures to agreement

EMPLOYER HammondCare

And

EMPLOYEES

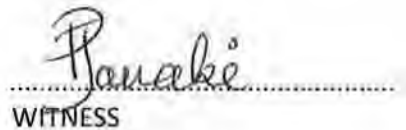
FOR THE EMPLOYER	
SIGNED :	
DATE:	11/7/2016
NAME IN FULL (PRINTED):	JACEK GULEZYNSKI
POSITION:	HEAD OF PEOPLE SERVICES & HAMMOND CARE
Address:	HammondCare: 117 Kent St, Sydney NSW 2000
WITNESSED BY:	
WITNESS NAME:	Matthew Binskin
WITNESS ADDRESS:	408/72-74 Gordon Crescent Lane Cove North NSW 2066

FOR THE EMPLOYEE	
SIGNED :	
DATE:	11 <sup>th</sup> July 2016
NAME IN FULL (PRINTED):	Rhonda Markers
POSITION:	Senior Specialised Dementia Carer
Address:	19 Kiambo St, Miranda NSW 2228 (HammondCare)
WITNESSED BY:	
WITNESS NAME:	Samantha Arnold
WITNESS ADDRESS:	Judd Ave, Hammondville NSW 2170

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  
Level 2, 109 Pitt Street  
SYDNEY NSW 2000



WITNESS

Janaki Puvanarajah CPA  
(9577598)  
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.*

*Brett Holmes*

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

Branch Secretary  
Australian Nursing & Midwifery 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 & Midwifery 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 & Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.*

30 August 2016

Fair Work Commission  
Attention: Commissioner Johns  
11 Exhibition Street,  
Melbourne VIC 3000



**HammondCare**

An independent Christian charity

Dear Commissioner Johns,

In relation to matter number AG2016/3886 and email of 25 August 2016 from Bree Coram, Member Support Research Team, HammondCare makes the following comments and undertakings regarding the *HammondCare Dementia Specific Employees, Residential Nurses, Care and Support Services Enterprise Agreement 2016*.

### **Signature Panel**

Revised Signature page attached.

#### **1. Span of hours**

We undertake to change the span of hours to address the Commissioner's concern as outlined in Clause 22.3 below:

Part-time Employees will only be entitled to the above additional allowances where their shifts commence prior to 6.00a.m or finishes after 6.00p.m.

#### **2. Overtime for Saturdays**

We undertake to add the words "For SDC and CSE Employees, double time on Saturdays" to Clause 23.2 B as follows;

B Overtime is to be paid as follows:

- a. Monday to Saturday (inclusive) – time and a half for the first two hours and double time thereafter; For SDC and CSE employees double time on Saturdays:
- b. Sunday – double time;
- c. Public holidays – double time and a half.

#### **3. Director of Nursing Classification**

We undertake the Director of Nursing rate will be no less than Registered Nurse Level 5, Grade 6 of the Award.

#### **4. Casual Rate of pay for Nurses**

We undertake that no nursing classification for casual Employees, other than for a Registered Nurse, will be paid less than the Nurses Award in regards to overtime. This will be included in Clause 23.7. Registered Nurses are excluded on the basis that they are better off overall.

We have provided all the bargaining and union Representatives a copy of your email and the proposed response for their views prior to lodging this letter, which a copy has also been forwarded to them.

Yours sincerely,

Jacqui Gulczynski  
Head of People Services and Hammond College  
HammondCare

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