



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Churches of Christ Community Care T/A Living Care
(AG2015/2871)

LIVING CARE ENTERPRISE AGREEMENT 2014

Aged care industry

DEPUTY PRESIDENT BOOTH

SYDNEY, 10 JUNE 2015

Application for approval of the Living Care Enterprise Agreement 2014.

[1] An application has been made for approval of an enterprise agreement known as the *Living Care Enterprise Agreement 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Churches of Christ Community Care in NSW T/A Living Care. The agreement is a single-enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 17 June 2015. The nominal expiry date of the Agreement is 30 October 2017.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<Price code J, AE414269 PR568188>



Enterprise Agreement 2014

Table of Contents

A.	GENERAL	4
A1.	INTRODUCTION.....	4
A2.	TITLE.....	4
A3.	PARTIES TO THIS AGREEMENT.....	4
A4.	DATE AND DURATION.....	4
A5.	COMPLETE AGREEMENT.....	4
A6.	AGREEMENT FLEXIBILITY.....	5
A7.	NATIONAL EMPLOYMENT STANDARDS.....	6
A8.	NO EXTRA CLAIMS.....	6
A9.	RELATIONSHIP TO POLICIES AND PROCEDURES.....	7
A10.	AVAILABILITY OF AGREEMENT.....	7
A11.	WORKLOAD MANAGEMENT.....	7
A12.	INTRODUCTION TO CHANGE.....	8
A13.	GRIEVANCE AND DISPUTE RESOLUTION.....	9
A14.	UNION REPRESENTATION RIGHTS.....	9
B.	DEFINITIONS	11
B1.	DEFINITIONS.....	11
C.	EMPLOYMENT RELATIONSHIP	11
C1.	ENGAGEMENT.....	11
C2.	EMPLOYMENT SCREENING.....	11
C3.	MINIMUM EMPLOYMENT PERIOD.....	12
C4.	EMPLOYMENT CATEGORIES.....	12
C5.	ANNUAL REVIEW OF HOURS FOR PART-TIME AND CASUAL EMPLOYEES.....	13
C6.	LABOUR FLEXIBILITY AND MIXED FUNCTIONS.....	14
D.	FLEXIBLE WORK ARRANGEMENTS	15
D1.	INTRODUCTION.....	15
D2.	REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS.....	15
D3.	FLEXIBLE WORK PATTERNS.....	16
D3.	FLEXIBLE WORK PRACTICES.....	16
E.	EMPLOYMENT CLASSIFICATIONS	17
E1.	RECOGNITION OF SERVICE AND EXPERIENCE.....	17
E2.	CLASSIFICATION DESCRIPTORS.....	17
F.	HOURS OF WORK	35
F1.	ORDINARY HOURS OF WORK.....	35
F2.	ARRANGEMENT OF HOURS.....	35
F3.	MINIMUM HOURS.....	35
F4.	MINIMUM BREAKS BETWEEN SHIFTS.....	36
F5.	BREAKS.....	36
F6.	ALLOCATED DAYS OFF.....	37
F7.	BROKEN SHIFTS.....	38
F8.	REASONABLE ADDITIONAL HOURS.....	38
F9.	OVERTIME.....	39
F10.	TIME IN LIEU OF OVERTIME.....	40
F11.	SHIFT AND WEEKEND WORK.....	41
F12.	PUBLIC HOLIDAYS.....	41
F13.	ATTENDANCE AT MEETINGS.....	43
F14.	ROSTERS.....	43
F15.	CONSUMER CANCELLATION.....	43
G.	ALLOWANCES	45
G1.	IN-CHARGE ALLOWANCE.....	45
G2.	VEHICLE/TRAVELLING ALLOWANCE.....	45

G3.	UNIFORMS AND LAUNDRY ALLOWANCE.....	46
G4.	ON CALL ALLOWANCE	46
G5.	CONTINUING EDUCATION ALLOWANCE	47
G6.	HIGHER DUTIES ALLOWANCE	47
H.	REMUNERATION AND BENEFITS	49
H1.	REMUNERATION	49
H2.	SALARY INCREASES	49
H3.	SALARY PACKAGING.....	50
H4.	PAYMENT OF WAGES.....	50
H5.	SUPERANNUATION.....	51
I.	LEAVE	52
I1.	ANNUAL LEAVE	52
I2.	PAID PERSONAL LEAVE (SICK AND CARER'S LEAVE).....	54
I3.	UNPAID PERSONAL LEAVE	55
I4.	COMPASSIONATE (BEREAVEMENT) LEAVE	55
I5.	COMMUNITY SERVICE LEAVE.....	56
I6.	PARENTAL LEAVE.....	57
I7.	LONG SERVICE LEAVE.....	58
I8.	LEAVE WITHOUT PAY.....	59
I9.	NATURAL DISASTER LEAVE.....	60
I10.	CEREMONIAL LEAVE.....	60
J.	STAFFING AND DEVELOPMENT	61
J1.	TRAINING	61
J2.	PROFESSIONAL CAREER BREAK.....	61
J3.	PROFESSIONAL DEVELOPMENT AND STUDY LEAVE	61
K.	TERMINATION OF EMPLOYMENT.....	63
K1.	RESIGNATION.....	63
K2.	TERMINATION ON NOTICE	63
K3.	ABANDONMENT OF EMPLOYMENT	63
K4.	REDUNDANCY	64
	SCHEDULE 1 – PAY RATES.....	68
	SCHEDULE 2 – ALLOWANCES	71
	SCHEDULE 3 – SUPPORTED WAGE SYSTEM.....	72
	SCHEDULE 4 – NATIONAL TRAINING WAGE NON-NURSING STAFF	75
	APPENDIX 4A – ALLOCATION OF TRAINEESHIPS TO WAGE LEVELS.....	82
	SCHEDULE 5 – SCHOOL-BASED APPRENTICES.....	86

Living Care Enterprise Agreement 2014

A. GENERAL

A1. INTRODUCTION

This Agreement reaffirms the parties' commitment to the mission, vision and values of Living Care in the workplace. The objective of this Agreement is to create sustainable and vibrant ministries of Fresh Hope in the workplace.

This Agreement is made under Section 172 of the Fair Work Act 2009.

- a. Living Care will take the necessary steps to seek approval of this Agreement under Section 186 of the Act.
- b. Living Care will formally advise the Unions when the Agreement is made in order for the Unions to apply under Section 183 of the Fair Work Act 2009 to be covered by the Agreement.

A2. TITLE

This Agreement is called the "Living Care Enterprise Agreement 2014" and throughout is referred to as "this Agreement"

A3. PARTIES TO THIS AGREEMENT

The parties to this Agreement are:

- a. Churches of Christ in NSW trading as "Living Care" (Employer);
- b. New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation NSW Branch;
- c. HSU New South Wales Branch; and
- d. those employees of Living Care performing work within the scope of this Agreement.

A4. DATE AND DURATION

This agreement shall become operational seven (7) days after it is approved by Fair Work Commission and will have a nominal expiry date of 30 October 2017. The parties agree that negotiations regarding the renegotiation of this agreement will commence six (6) months prior to the nominal expiry date.

A5. COMPLETE AGREEMENT

- a. Other than individual agreements reached in accordance with clause A6 - Agreement Flexibility, this Agreement is intended to cover all matters pertaining to the employment relationship for Living Care employees employed under the terms of this Agreement. In this regard, it represents a complete statement of the mutual rights and obligations between Living Care and its employees to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.

- b. The parties are committed to ensure that the implementation and ongoing application of this Agreement shall not disadvantage employees.
- c. Notwithstanding clause A5 (a), the National Employment Standards (NES) will prevail over the content of this Agreement, to the extent of any inconsistency or omission.

A6. AGREEMENT FLEXIBILITY

- a. Living Care and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - 1. The arrangement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances, including the inclusion in ordinary pay;
 - (v) leaving loading, including the inclusion in ordinary pay; and
 - 2. It is anticipated that any agreement would result from the employee requiring the change to accommodate personal circumstances. Any such change will not financially disadvantage other employees;
 - 3. the arrangement meets the genuine needs of Living Care and the employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
 - 4. the arrangement is genuinely agreed to by Living Care and the employee without coercion or duress
- b. Living Care must ensure that the terms of the individual flexibility arrangement:
 - 1. are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 2. are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - 3. result in the employee being better off overall than the employee would be if no arrangement was made.
- c. Living Care managers seeking to enter into an agreement with an individual employee must provide a written proposal to the employee. Where the employee's understanding of written English is limited Living Care will take measures, including translation into an appropriate language, to ensure the employee understands the proposal
- d. Living Care must ensure that the individual flexibility arrangement:
 - 1. is in writing; and
 - 2. includes the name of Living Care and the employee; and
 - 3. is signed by Living Care and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 4. includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and

- (ii) how the arrangement will vary the effect of the terms; and
- (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

5. states the day on which the arrangement commences.

- e. Living Care must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- f. Except as provided in Clause d 3 above, the agreement must not require the approval or consent of a person other than Living Care and the individual employee.
- g. Living Care or employee may terminate the individual flexibility arrangement:
 - 1. by giving no more than 28 days written notice to the other party to the arrangement; or
 - 2. at any time, if Living Care and employee agree in writing.

A7. NATIONAL EMPLOYMENT STANDARDS

- a. It is the intention of this Agreement that the National Employment Standards (NES), as it may be varied from time to time, shall apply to the employees who are the subject of this Agreement. Any provisions of the NES that are also referred to or set out in this Agreement are for the convenience only of the parties.
- b. Where the NES provides, or is varied to provide, a condition or entitlement more favourable (to the employee) in a particular respect than that set out in this Agreement, the condition or entitlement set out in this Agreement shall be overridden to the extent that it is less favourable than the NES.

A8. NO EXTRA CLAIMS

- a. The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.
- b. Without limiting the generality of the foregoing statement, there shall be no industrial action for the purpose of supporting or advancing claims against Living Care until the nominal expiry date has passed and the requirements of the Act have been satisfied.
- c. Where any disagreement arises, the parties shall follow the Grievance and Dispute Resolution Procedure contained in this Agreement. The parties acknowledge that the terms of this Agreement represent the totality of all matters in the employment relationship and that no industrial action shall be taken in support of any matter(s) whatsoever which is (are) covered or not covered by this Agreement until its nominal expiry date has passed and the requirements of the Act have been satisfied.

A9. RELATIONSHIP TO POLICIES AND PROCEDURES

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

A10. AVAILABILITY OF AGREEMENT

- a. Living Care will ensure that copies of this Agreement and the NES are available to all employees via the Living Care Enterprise Agreement Communications Folders and the Living Care "FreSHare" intranet site.

A11. WORKLOAD MANAGEMENT

- a. Balanced Workload

The parties to this Agreement acknowledge that management and employees have a responsibility to maintain a balanced workload and recognise the adverse effects that unjust, unreasonable and excessive workloads have.

- b. Workload and Change

The parties further agree and acknowledge that employees and management should ensure that as changes or new processes are adopted, every reasonable endeavour is made to achieve a balanced workload for all employees.

The parties will actively strive to improve all communication processes between management and employees in relation to workloads with the specific objective of ensuring that workload issues raised by employees are investigated, understood and resolved.

If a group or individual on a floor or unit identifies workload issues relating to staff shortages, increased resident demands or for any other reason, they should in the first instance, discuss the issue with the coordinator or supervisor of that work unit and where appropriate, explore solutions.

Where an individual has identified a workload issue, then they should identify any tasks they are safely not able to complete during the course of the shift and advise the coordinator or supervisor of these tasks.

The unit co-ordinator or supervisor shall notify the management within 24 hours of the following:

- i. whether there is agreement between the individual and the coordinator or supervisor that the problems exist, and
- ii. any suggestions that could be taken to rectify the situation.

If the work unit does not receive a response from the management within 48 hours (unless agreed otherwise) or the response does not satisfy the concerns of the work unit employees, the employees shall notify the management of their concerns and may notify the respective union representatives. A meeting shall be convened between the parties concerned to discuss the issue.

A12. INTRODUCTION TO CHANGE

- a. Where Living Care is proposing major workplace changes that are likely to have a significant effect on employees, Living Care will notify affected employees and the relevant union in writing as early as practicable for discussions to commence explaining the proposed change and its possible effect on their employment. For the purpose of this agreement major workplace changes include:
 - major changes in the composition, operation or size of Living Care's workforce or the skills required to perform specific tasks or roles; or
 - the elimination or diminution of job opportunities, promotion opportunities or job tenure; or
 - the need for retraining or transfer of employees to other work or locations; or
 - the restructuring of jobs; or
 - changes to the legal or operational structure of Living Care or business.
- b. Living Care will meet with the affected employees and, where they choose, their union to discuss the introduction of the changes, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees. Living Care will give prompt consideration to matters raised by the employees and/or their representatives.
- c. Living Care will act in good faith in relation to the consultation process provided in this clause. Living Care will meet with employees and their union representatives (as appropriate) to disclose relevant information, genuinely consider proposals, act in a timely manner, respond with reasons and refrain from capricious or unfair conduct that undermines consultation.
- d. Consultation Regarding Changes to Regular Rosters or Ordinary Hours of Work
 1. Where Living Care proposes to change an employee's regular roster or ordinary hours of work, Living Care must:
 - i. provide information about the change to the employee or employees affected; and
 - ii. invite the employee or employees affected to give their view about the impact of the change, including any impact in relation to their family or caring responsibilities; and
 - iii. consider any views given by employees about the impact of the change.
 2. Living Care or the employee may appoint a representative for the purposes of this clause.
 - i. the identity of the representative must be advised to the other party.
 3. The obligations under sub-clause d1 shall be read in conjunction with the other agreement provisions concerning the scheduling of work and notice requirement, including but not limited to Clause F1 to F8- Hours and Clause F14- Rosters.

4. This clause is to be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.
5. The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

A13. GRIEVANCE AND DISPUTE RESOLUTION

- a. In the event of a dispute during the life of this Agreement, in the first instance the parties will attempt to resolve the matter at the workplace by discussion between the employee or employees concerned and the relevant supervisor or management representatives and if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- b. Reasonable time limits must be allowed for discussion at each level of authority.
- c. At any stage of the process the employee(s) may elect to be represented by the appropriate union or a union workplace representative.

If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to Fair Work Commission for resolution. The parties agree that Fair Work Commission shall have the power to do all such things as are necessary for the just resolution of the dispute including: mediation, conciliation and arbitration.

A14. UNION REPRESENTATION RIGHTS

- a. A recognised workplace representative will be released from the performance of normal duty for reasonable periods to:
 - represent employee members in bargaining;
 - represent the interests of employee members to Living Care and to industrial tribunals or courts;
 - undertake necessary preparation for bargaining or other meetings in which they will represent employee members' interests. This includes consulting with the employee members that they represent;
 - meet the management of Living Care to represent employee member interests;
 - address new employees about the benefits of union membership at the time they enter employment; and
 - distribute official union publications at a time convenient to their manager.

While undertaking the activities listed in the preceding clause on a normal rostered day on duty, the recognised workplace representative will be regarded as being on duty and will not be required to apply for leave. They will be paid "ordinary time earnings" i.e. the classification rate, superannuation and shift loading which would otherwise be paid. The recognised workplace representative will not be entitled to overtime at the end of the roster cycle as a consequence of undertaking these activities.

- b. Recognised workplace representatives will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where available) for the purpose of carrying out work as a recognised workplace representative including consulting with workplace colleagues and their union.

- c. Living Care will allow the recognised workplace representatives to access annual leave or a reasonable amount of leave without pay to attend accredited union training or to participate in the operation of the union except where workplace arrangements cannot be adjusted to permit the absence of the workplace representative.

B. DEFINITIONS

B1. DEFINITIONS

For the purposes of this Agreement:

Act means the *Fair Work Act 2009* (as amended and applies from time to time) and includes the Regulations.

Day worker means an Employee who works their ordinary hours from Monday to Friday inclusive and who commences work on such days from 6:00am and at or before 10:30am, otherwise than as part of a shift system.

Employee means an employee employed by Living Care and covered by this Agreement.

Immediate family means the following members of an employee's immediate family:

- a. a spouse (including a former, de facto or former de facto spouse), parent (including foster parent, legal guardian), grandparent, grandchild or sibling of the employee;
- b. a child (including a stepchild, or adopted, foster, ex-nuptial or adult child) of the employee.

Ordinary pay includes base pay and over award payments for ordinary hours of work; and leading hand allowance. It does not include shift or weekend penalties.

Shift worker means an Employee who is:

- a. regularly rostered to work their ordinary hours outside Monday to Friday, 6am to 7pm; and/or
- b. works for more than four ordinary hours on 10 or more weekends.

C. EMPLOYMENT RELATIONSHIP

C1. ENGAGEMENT

- a. Living Care will at the time of appointment confirm to each new employee the terms of their engagement.

C2. EMPLOYMENT SCREENING

- a. The employee will participate in all relevant employment screening required to be undertaken by Living Care in accordance with Living Care's practices and at law, including but not limited to National Criminal History Record Checks.
- b. The employee will disclose to Living Care all things that could impair Living Care's position of trust and integrity including any criminal convictions or charges that could be relevant to the employee's employment.

- c. The employee will disclose to Living Care management any notifiable disease or condition that could impact on the employee's position whilst providing care services to consumers.
- d. The employee will provide or pay for the National Criminal History Record Check relevant at employment screening. Living Care agrees to pay for existing employees the ongoing costs associated with maintaining regular National Criminal History Record Checks.

C3. MINIMUM EMPLOYMENT PERIOD

- a. Employees (other than casual employees) will be on a period of probation for the first six (6) months of engagement for the purpose of determining the employee's suitability for ongoing employment. This period will be known as the Probation Period.
- b. At any time during the Probation Period, Living Care or the employee can terminate the employee's employment by providing written notice in accordance with clause K – Termination of Employment.
- c. Employees will not be protected by the unfair dismissal provisions of the Act, where they are terminated within the Probation Period.

C4. EMPLOYMENT CATEGORIES

- a. A **Full-Time Employee** is employed to work either a full-time week of 38 hours or an average of 76 hours per fortnight.
- b. A **Part-Time Employee** is employed to work a regular number of hours of less than 76 hours per fortnight.

Part-Time Employees will accrue entitlements provided for in this Agreement on a pro-rata basis in the same proportion as their ordinary hours of work bear to full-time hours.

- c. A **Fixed Term Employee** is employed for a fixed term to undertake a task or project on either a full-time or part-time basis for a period of one month or more. A fixed term employee is entitled to the same terms and conditions as full time or part time employees including salary packaging (refer to clause H3).

Living Care may employ Fixed-Term Employees where such employment is necessary to meet the genuine operational requirements of Living Care, including:

- the temporary replacement of employees on leave (including parental leave);
- limited term funding arrangements;
- long-term relief;
- forthcoming service reductions;
- the temporary provision of specialist skills that are required within the organisation; or
- to fill short term vacancies during the recruitment and selection process resulting from the cessation of employment of a permanent employee.

Where the Fixed Term position becomes a permanent position and becomes available within the organisation the Fixed Term employee may be offered the position upon application.

- d. A **Casual Employee** is employed on an hourly basis as and when required and:
- is hired by the hour;
 - will be paid for actual time worked;
 - is not entitled to payment for public holidays not worked, nor payment for paid leave of any type (other than long service leave), nor leave loading and severance payments;
 - is not covered by clause F14 - Rosters;
 - will be entitled to unpaid parental leave if they are a “regular casual employee”; and
 - can be terminated by notice to the end of the current shift worked.
- e. A **Trainee** will be employed in accordance with the provisions set out in Schedule 4.
- f. A **Supported Employee** is employed under the Supported Wage System as set out in Schedule 3.

C5. ANNUAL REVIEW OF HOURS FOR PART-TIME AND CASUAL EMPLOYEES

- a. The adjustment outlined in either b. or c. below can occur if Living Care accepts that the adjustment is appropriate based upon:
- the operational requirements of Living Care;
 - the pattern of hours;
 - whether the increase in hours is as the direct result of other employees being absent on leave;
 - whether the increase in hours is due to a temporary increase in hours, for example because of the specific needs of a consumer or service.
- b. A Part-Time Employee may request Living Care to review their hours of work once each year. Where the employee is regularly working more than their specified contract hours at the request of Living Care they may request an adjustment of the contract hours.
- The need to review the minimum hours can be initiated by the employee in writing, based on the employee’s period of employment and the requirements of the employee and Living Care to have the contracted hours reviewed.
- c. A casual employee who has worked on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
- on a full-time basis where the employee has worked on a full-time basis throughout the period of casual employment; or
 - on a part-time basis where the employee has worked on a part-time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between Living Care and the employee.
- d. Living Care may consent to or refuse the request in b. or c. above, but must not unreasonably withhold agreement.

C6. LABOUR FLEXIBILITY AND MIXED FUNCTIONS

- a. An Employee may be directed to carry out duties that are within the limits of the employee's skill, competence and training, and use the tools and equipment required, provided the employee has the relevant skills and competence and has been properly trained.
- b. Where Living Care has decided there is no longer a requirement for a Deputy Residential Manager to be appointed in a workplace, Living Care will ensure that the workload previously performed by that nurse manager is adequately allocated to their 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.

D. FLEXIBLE WORK ARRANGEMENTS

D1. INTRODUCTION

- a. Living Care is committed to being a responsive, flexible organisation providing excellent care to its residents, patients, and consumers. Support will be given to employees in balancing their work and life commitments as far as practicable, taking into consideration the employee's personal situation and the operational needs of Living Care. It is recognised that balancing these needs will create a more effective, productive and harmonious workplace.
- b. Work Life Balance initiatives include:
- Part-time work;
 - Career breaks;
 - Job-share;
 - Paid parental and adoption leave;
 - Flexible return to work options; and
 - Transition to retirement for mature-aged employees.

D2. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 4 of the Act).

- a. In the following are the circumstances:
- the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - the employee is a carer (within the meaning of the Carer Recognition Act 2010);
 - the employee has a disability;
 - the employee is 55 or older;
 - the employee is experiencing violence from a member of the employee's family;
 - the employee provides 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 the member is experiencing violence from the member's family.
- b. The employee is not entitled to make the request unless:
- for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with Living Care immediately before making the request; or
 - for a casual employee—the employee:
 - (i) is a long term casual employee of Living Care immediately before making the request; and

(ii) has a reasonable expectation of continuing employment by Living Care on a regular and systematic basis.

- c. The request must:
- be in writing; and
 - set out details of the change sought and of the reasons for the change.
- d. Living Care must give the employee a written response to the request within 21 days, stating whether Living Care grants or refuses the request.

D3. FLEXIBLE WORK PATTERNS

- a. At the written request of an employee, Living Care may agree to temporarily change the pattern of working hours of the employee on the following terms:
- Living Care cannot be compelled to agree to such request;
 - The arrangement must not change or affect any other employee's number or pattern of working hours unless by mutual agreement between the employees concerned; and
 - For operational reasons, Living Care may require the employee to revert to the original work pattern.

D4. FLEXIBLE WORK PRACTICES

- a. To support the need for flexibility for employees in their working arrangements, employees may be engaged for duties in two or more different locations or service units of Living Care. The arrangement may be at the request of the employee and would be subject to the following conditions:
- the arrangement must be in writing and agreed to by the employee and Living Care, either in the initial engagement letter or a letter to amend conditions of employment;
 - the employee must advise Living Care if their hours of work under both engagements exceed 76 hours per fortnight in total; and
 - the arrangement must take into account clauses relating to Minimum Breaks Between Shifts (clause F4), Maximum Ordinary Hours of Work (clause F1) and Breaks (clause F5).

E. EMPLOYMENT CLASSIFICATIONS

E1. RECOGNITION OF SERVICE AND EXPERIENCE

- a. Living Care will recognise service and experience that is of a similar nature with another Living Care to the employee's current employment with Living Care for the purposes of classifying employees in Employment Classifications where there are progression criteria.
- b. Living Care will recognise the prior service and experience, and/or the concurrent service of an employee with other employers, upon production of documentary evidence satisfactory to Living Care.

The employee's new classification will apply from the date the evidence is received by Living Care.

The employee's classification will be back-dated for prior service if the evidence is received by Living Care within three months of the employee's initial engagement.

- c. A Registered Nurse or Enrolled Nurse who has been registered or enrolled outside of New South Wales will be paid as a Registered Nurse or Enrolled Nurse as from the date the employee notifies Living Care in writing that the employee is eligible for registration or enrolment as a Registered Nurse or Enrolled Nurse. An employee seeking recognition of training outside New South Wales must make application for registration within seven days after being notified that the employee is eligible for registration.
- d. For the purpose of yearly progression based on service and experience an employee must complete 1976 hours of work less any Annual Leave taken during the year.

E2. CLASSIFICATIONS DESCRIPTORS

1. GENERAL EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

Residential Care Service Employee		
Care Service Employee	Grade 1	Care Stream Support Stream Maintenance Stream
Care Service Employee (Other)	Grade 2	Care Stream (Without Certificate III and/or Equivalent Experience) Support Stream Maintenance Stream
Care Service Employee (Care)	Grade 2	Care Stream (With Certificate III or Equivalent Experience)
Care Service Employee	Grade 3	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 4, Level 1	Care Stream Support Stream Maintenance Stream

Care Service Employee	Grade 4, Level 2	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 5	

Other designations		
Catering Officer		
Diversional Therapist	Level 1	
Diversional Therapist	Level 2	
Property Supervisor	Tradesperson	
Property Supervisor	Otherwise	
Facility Manager		

Home Care Service Employee		
Home Care Manager or Home Services Program Manager		
Home Care Coordinator	Grade 1	
Home Care Coordinator	Grade 2	
Home Care Employee	Grade 1	
Home Care Employee	Grade 2	
Home Care Employee	Grade 3	

Clerical & Administration	
Clerical & Administration Employee	Grade 1
Clerical & Administration Employee	Grade 2
Clerical & Administration Employee	Grade 3
Clerical & Administration Employee	Grade 4
Clerical & Administration Employee	Grade 5

Nursing
Assistant in Nursing
Assistant in Nursing Team Leader
Clinical Nurse Consultant
Clinical Nurse Educator
Clinical Nurse Specialist
Assistant to Director of Nursing
Deputy Director of Nursing
Director of Nursing
Enrolled Nurse
Enrolled Nurse (without medication qualification)
Nurse Educator
Nurse Practitioner
Nursing Unit Manager
Registered Nurse
Senior Nurse Educator
Trainee Enrolled Nurse

The Employment Classifications are not intended to, and do not constitute the full position descriptions for each position. Position requirements, and not individual qualifications, will be the primary determination of an employee's appropriate Employment Classification.

CARE SERVICE EMPLOYEES

Care Service Employee Grade 1 means an employee who has 500 hours' work experience in the industry or who has or can demonstrate relevant prior experience, acceptable to Living Care, which enables the employee to work effectively at this level. An employee who works under limited supervision individually or in a team environment. Employees at this level work within established guidelines including compliance with documentation requirements as determined by Living Care. 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: supervising daily hygiene e.g. assisting with showers or baths, shaving, cutting nails; laying out clothes and assisting in dressing; making beds and tidying rooms; storing clothes and cleaning wardrobes; assisting with meals. Under direct supervision, providing assistance to a higher grade Care Service Employee in attending to the personal care needs of a resident.	Performance under limited supervision of the full range of Domestic duties including but not limited to: general cleaning of accommodation, food service areas 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.	Performance under limited supervision of labouring duties associated with gardening and general maintenance activities, including but not limited to: sweeping; hosing; garbage collection and disposal; keeping the outside of buildings clean and tidy; mowing lawns and assisting the gardener in labouring.

Care Service Employee Grade 2 (Other) means an Employee with relevant experience acceptable to Living Care who works individually or in a team environment and either performs non-personal care work or where they perform personal care work has not yet achieved a Certificate Level III in Aged Care Work or other appropriate Qualifications/Experience acceptable to Living Care, or the prerequisite equivalent 3 years full time hours in personal care functions, and is responsible for the quality of their own work, subject to general supervision, including compliance with documentation requirements as determined by Living Care.

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

Typical Duties

Care Stream	Support Stream	Maintenance Stream
<p>Provide a wide range of personal care services to residents, under limited supervision, in accordance with Commonwealth and State Legislative requirements, and in accordance with the resident's Care Plan, including: assist and support residents with medication utilising medication compliance aids; simple wound dressing; Implementation of continence programs as identified in the Care Plan; attend to routine urinalysis, blood pressure, temperature and pulse checks; blood sugar level checks, etc. and assist and support diabetic residents in the management of their insulin and diet, recognising the signs of both Hyper and Hypo-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 the organisation; assist in the development and implementation of resident care plans; assist in the development and implementation of programs of activities for residents, under the supervision of a Care Service Employee Grade 3 or above, or a Diversional Therapist.</p>	<p>Assist a higher grade worker in the planning, cooking and preparation of the full range of meals. Drive a Sedan or Utility.</p>	<p>Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge. Work with and undertake limited coordination of the work of other maintenance workers. Where no tradesperson is employed, an employee at this level may be called upon to perform tasks falling within the scope of trade skills, provided the time involved in performing such work, is paid at the rate of Care Service Employee Grade 3. Perform gardening duties. Provide advice on planning and plant maintenance. Attend to indoor plants, conduct recycling and re-potting schedules. Carry out physical inspections of property and premises and report.</p>

Care Service Employee Grade 2 (Care) means an employee who holds either a Certificate Level III in Aged Care Work or other appropriate Qualifications/Experience acceptable to Living Care and who works individually or in a team environment, and is responsible for the quality of their own work, subject to general supervision, including compliance with documentation requirements as determined by Living Care.

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

Typical Duties

Care Stream
<p>Provide a wide range of personal care services to residents, under limited supervision, in accordance with Commonwealth and State Legislative requirements, and in accordance with the resident's Care Plan, including: assist and support residents with medication utilising medication compliance aids; simple wound dressing; Implementation of continence programs as identified in the Care Plan; attend to routine urinalysis, blood pressure, temperature and pulse checks; blood sugar level checks, etc. and assist and support diabetic residents in the management of their insulin and diet, recognising the signs of both Hyper and Hypo-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 the organisation; assist in the development and implementation of resident care plans; assist in the development and implementation of programs of activities for residents, under the supervision of a Care Service Employee Grade 3 or above, or a Diversional Therapist.</p>

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

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

Employees at this level may be required to plan, direct, and train staff and comply with documentation requirements as determined by Living Care and assist in the development of budgets.

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

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Coordinate and direct the work of staff. Schedule work programs on a routine and regular basis. Develop and implement programs of activities for residents. Develop resident care plans. Provide assistance to physiotherapists and other health professionals as required	Responsible for the planning, ordering and preparing of all meals. Responsible for the provision of domestic services. Schedule work programs on a routine and regular basis. Coordinate and direct the work of staff. Drive a Minibus or Larger Vehicle.	Carry out maintenance, repairs, gardening and other tasks falling within the scope of trade skills. Undertake the more complicated repairs to equipment and appliances calling for trade skills. Coordinate and direct the work of staff performing gardening duties. Schedule work programs on a routine and regular basis.

Care Service Employee Grade 4 means:

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

Employees at Grade 4 may be required to exercise any/all managerial functions in relation to the operation of the care service and comply with documentation requirements as determined by Living Care.

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

Typical Duties – Grade 4 - Level 1

Care Stream	Support Stream	Maintenance Stream
Overall responsibility for the provision of personal care to residents. Coordinate and direct the work of staff. Schedule work programs and provide substantial and regular higher level assistance to physiotherapists	Coordinate and direct the work of staff involved with the preparation and delivery of food. Schedule work programs.	Coordinate and direct the work of staff performing gardening duties. Schedule gardening work programs. Where required, supervise contractors associated with gardening.

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

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

- a Certificate III in Aged Care Work (CHC30208); and
- a Certificate IV in Aged Care Work (CHC40108); and
- medication module – “Assist Clients with Medication” (CHCCS305B); or
- Hold other appropriate qualifications acceptable to Living Care.

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

Care Service Employee Grade 5

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

1. OTHER DESIGNATIONS

“Home Care Manager” or “Home Services Program Manager” means an employee who is required to manage a community aged care program and be responsible to the planning and management of others, working with other professional staff to manage the day to day home care of residents living in their own home where the employees visits them to provide care and assistance as required.

“Diversional Therapist” means an employee who provides, facilitates and co-ordinates group and individual leisure and recreational activities. This individual must be a graduate from an approved university course which includes: the Associate Diploma and Diploma of Applied Science (Diversional Therapy) at the University of Sydney; Bachelor of Applied Sciences (Leisure and Health) at the University of Sydney; Bachelor of Applied Science (Diversional Therapy) at the University of Western Sydney, Macarthur; the Diploma or Bachelor of Health Sciences (Leisure and Health) at Charles Sturt University; the Associate Diploma course in Diversional Therapy conducted by the Cumberland College of Health Sciences; or who has such other qualifications deemed to be equivalent.

Level 1 - Positions at this level are regarded as entry level for new graduates who meet the requirement to practise as a Diversional Therapist (where appropriate in accordance with the professional association's rules and be eligible for membership of the professional association) or such qualification as deemed acceptable by Living Care. Progression within this level will be based upon years of experience as defined in sub clause E.1 (d).

Level 2 – Positions at this level work independently and be required to exercise independent judgment on a range of resident/consumer lifestyle matters within their scope of practice including the supervision of Recreation Activity Officers. At this level the employee may be actively involved in quality improvement activities or research, contribute to the evaluation and analysis of guidelines, policies and procedures in resident/consumer lifestyle matters calling on guidance from more senior members of the profession when performing novel, complex, or critical tasks. Employees at this level must have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services plus contribute to the supervision of trainee Diversional Therapists. Progression in this level will be based upon years of experience as defined in sub clause E.1 (d).

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

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

“Facility Manager” means an employee who is required to manage an aged care facility and be responsible for the planning and management of others, working with other professional staff to manage the clinical care of residents where Living Care deems that assistance is required.

3. HOME CARE EMPLOYEES

Home Care Employee means an employee who performs the duties associated with the provisions of Home Care Services to Home Care Consumers in their private residence, which may include cleaning, child minding, gardening, handy work (within the employee's skills and competencies), cooking, laundry, shopping, personal errands, escorting consumers and associated driving, personal care services and general up keeping services. A Home Care Worker would not normally live at the consumer's residence for periods in excess of 48 hours.

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

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

- (a) **Home Care Employee Grade 1** means an employee without previous relevant experience in personal care delivery. This is a trainee level, which applies to new employees. Living Care shall provide training. At the end of a period of six months or 250 hours employment, whichever is first completed, employees who have satisfactorily completed the requirements of Grade 1 shall progress to Grade 2.

Should an employee at this Grade 1 level not satisfactorily complete the requirements of Grade 1, they will be notified in writing by Living Care two weeks prior to the date on which they would have proceeded to Grade 2.

An employee may seek the assistance of their representative during these discussions and if there is a disagreement between the parties as to the employee's future, the matter shall be resolved as per clause A13 - Grievance and Disputes Resolution procedure.

A Grade 1 employee shall work under general supervision.

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

- (b) **Home Care Employee Grade 2** means an employee who satisfies the requirements of Grade 1 and has progressed to Grade 2.

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

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

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

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

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

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

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

Grade 2 - Menstrual Care: Assisting with menstrual care.

Grade 2 - Skin Care: Where dressings are involved.

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

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

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

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

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

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

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

- (c) **Home Care Employee Grade 3** means an employee who performs the duties of a Grade 2 and is required to directly attend to a consumer's needs, as opposed to assisting the consumer to do for himself/herself because of the consumer's behaviour or the consumer's condition and/or home environment.

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

Grade 3 Employees will be involved in on the job training of Home Care employees where required.

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

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

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

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

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

Grade 3 - Nasal Care: Cleaning noses.

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

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

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

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

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

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

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

3.5 HOME CARE COORDINATOR

Home Care Coordinator – Grade 1

A position in this level has the following indicative characteristics:

- (a) **Accountability and extent of authority:** Exercise discretion within standard practices and processes, and undertake and implement quality control measures. Provide direction, leadership, administration and rostering of care employees, as required.

(b) Judgment and decision-making: Determine appropriate methods and processes and resource requirements from a range of available alternatives.

(c) Specialist knowledge and skills:

(i) Plan, direct and train staff and have an understanding of the relevant technology, procedures and processes used in the workplace

(ii) Indicative skills required include: manipulation of data; create computer based records ; access and extract information from external sources; roster staff and direct work programs; oversee the work and training of employees; provide guidance and counselling; assist in the development of budgets; order required consumables and stock items; develop consumer care plans and oversee the provision of domestic services.

(d) Interpersonal skills: Ability to gain co-operation and assistance from members of the public and other employees and write relevant reports as required.

(e) Qualifications and experience: An employee in this level will have satisfactorily completed the requirements of a Home Care Employee Grade 3 or equivalent as well as have relevant experience.

Home Care Coordinator – Grade 2

A position in this level has the following indicative characteristics:

(a) Accountability and extent of authority

(i) Co-ordinate resources and/or give support to senior employees or be engaged in duties of a specialist nature.

(ii) Where resource co-ordination is the primary responsibility, ensure actions are aligned to plans, objectives and/or budgets; and undertake appropriate consultation and reporting to ensure adherence to plans.

(iii) Accountable for the quality, effectiveness, cost and timeliness for the responsible programs, projects or work plans and for the safety and security of managed assets.

(iv) Ensure team members directed are trained in safe working practices and operation of equipment and are made aware of work health and safety policies and procedures.

(b) Judgment and decision-making: Determine appropriate methods and processes and resource requirements from a range of available alternatives. Address complex or technical problems with using creative solutions when required. Gather guidance and counsel to make appropriate choices.

(c) Specialist knowledge and skills: Plan, direct and train staff and have an understanding of the relevant technology, procedures and processes used in the workplace as well as function of the position within its organisational context. This includes relevant policies, regulations and precedents. Provide direction, leadership and structured or on-the-job training to employees.

(d) Management skills:

(i) Time management, set priorities, and plan and organise own work and that of supervised employees to achieve objectives

(ii) Understanding of and ability to implement relevant HR policies and practices

(e) Interpersonal skills: Ability to gain co-operation and assistance from consumers, members of the public and other employees to effectively undertake role activities and supervise other employees. Write reports and prepare external correspondence in field of expertise.

(f) Qualifications and experience: Relevant degree or diploma course and relevant work skills and experience commensurate with the requirements of work in this level.

4. CLERICAL & ADMINISTRATION EMPLOYEES

(a) Grades: All employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.

(b) An employee shall be graded in the grade where the principal function of his or her employment, as determined by Living Care, is of a clerical nature and is described in subclauses (c) to (g) of this clause.

(c) A **Clerical & Administrative Employee Grade 1** position is described as follows:

(i) The employee may work under direct supervision with regular checking of progress.

(ii) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.

(iii) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

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

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

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

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

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

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

Grade 1 - Team: Complete allocated tasks.

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

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

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

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

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

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

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

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

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

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

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

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

- (i) The employee may work under limited supervision with checking related to overall progress.
- (ii) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (iii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

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

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

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

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

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

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

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

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

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

(i) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.

(ii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.

(iii) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. NURSES' EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

Assistant in Nursing means an employee, other than one registered or enrolled pursuant to the Australian Health Practitioner Registration Agency (APRHA) whose substantial employment involves (i) giving assistance and care to a person who is unable to maintain their bodily needs without frequent assistance; (ii) carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of a disability is unable to carry out those

tasks for themselves; and / or (iii) assisting a Registered Nurse or an Enrolled Nurse. Assistant in Nursing at Churches of Christ in NSW (Living Care) must have or be working towards the qualification of Certificate III in Aged Care work.

Assistant in Nursing - Experienced means an employee without Certificate III in Aged Care Work qualification but recognised to have equivalent relevant experience to that of an employee with a Certificate III qualification.

Assistant in Nursing - Team Leader means an employee by appointment who holds either a Certificate Level IV in Aged Care Work or other appropriate Qualifications/Experience acceptable to Living Care and holds medication endorsement who is designated by Living Care as having the responsibility for leading and/or supervising the work of other Assistants in Nursing and may assist in the administering of medication under the direction of the Registered Nurse.

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 Living Care.

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

Clinical Nurse Specialist means:

- (a) In residential aged care facilities where there are 250 or more beds:
A Registered Nurse with specific post registration qualifications and twelve months' experience working in the clinical area of her or his specified post registration qualification; or a registered nurse with four years post registration experience in a specific clinical area and working in the clinical area of her or his specified post registration experience.
- (b) In residential aged care facilities where there are less than 250 beds:
A Registered Nurse with specific post registration qualifications and twelve months' experience working in the clinical areas of her or his specified post registration qualification.

Deputy Director of Nursing means a Registered Nurse appointed to assist the Director of Nursing in the management of a Nursing Home and take a shared responsibility for the clinical care of residents when Living Care deems that position is required.

Director of Nursing means a Registered Nurse who is appointed in accordance with the requirements of the Public Health Act 1991 as being responsible for care of the residents of the facility or nursing home and is responsible for the total number of beds of each facility or nursing home under their care. The Director of Nursing must hold minimum necessary qualifications as required by Regulations to the Public Health Act 1991.

Enrolled Nurse (EN) means a nurse enrolled with the Board who is authorised to administer medications. Upon being authorised to administer medications by the Board, an employee shall be classified as an EN.

- Where an employee was previously classified as an EN (without medication qualification) - Thereafter the employee will be paid as an Enrolled Nurse (EN) level (b).
- Where an employee was not previously classified as an EN (without 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 Year 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 nurse enrolled with the Board who has the following notation on their licence: "Does not hold Board-approved qualifications in medicines administration" attached to their enrolment.

Nurse includes Registered Nurses, Enrolled Nurses, Enrolled Nurses (without medication qualification) and Assistants in Nursing.

Nurse Educator means a Registered Nurse with a post registration certificate, who has relevant experience or other qualifications deemed appropriate by Living Care, 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 aged care facility 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.

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

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

Nurse Practitioner means a Registered Nurse appointed as such and who is authorised by the Board, pursuant to Section 19A of the Nurses Act 1991, to practice as a Nurse Practitioner.

Nursing Unit Manager means a Registered Nurse appointed to assist the Director of Nursing in the management of a Nursing Home and responsibilities include:

Level 1-

(i) Co-ordination of Resident Services- liaison with all health care disciplines for the provision of service to meet patient needs; the orchestration of services to meet patient needs after discharge; monitoring catering and transport services.

(ii) Unit Management- implementation of Living Care policy; dissemination of information to all personnel; ensuring environmental safety; monitoring the use and maintenance of equipment; monitoring the supply and use of stock and supplies; monitoring cleaning services.

(iii) Nursing Staff Management- direction, co-ordination and supervision of nursing activities; training, appraisal and counselling of nursing employees; rostering and/or allocating of nursing employees; development and/or implementation of new nursing practice according to patient need.

Level 2-

Responsibilities in relation to resident services, unit management and employee management are in excess of those of a Nursing Unit Manager Level 1.

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 aged care facility or in a group of residential aged care facilities. Incremental progression shall be on completion of 12 months' satisfactory full-time equivalent service.

F. HOURS OF WORK

F1. ORDINARY HOURS OF WORK

- a. The ordinary hours of work for Day Workers must not be worked over more than:
 - 76 hours per fortnight on more than 10 days; or
 - 152 hours per four weeks on more than 28 calendar days;
 - and are to be worked Monday to Friday commencing from 6:00am and after at or before 10:30am.
- b. The ordinary hours of work for Shift Workers in each roster cycle must not exceed:
 - 76 hours per fortnight; or
 - 152 hours per four weeks.
- c. The ordinary hours of work for each shift will consist of no more than 10 hours.

F2. ARRANGEMENT OF HOURS

- a. Employees are entitled to be free from duty on four full days in each fortnight or two full days in each week and these are referred to as Rostered Days Off. The two full days per week will be consecutive, unless otherwise agreed.
- b. Employees must not work more than seven consecutive days.
- c. At the request of an employee, Living Care and the employee may agree to alter the arrangement of hours.

F3. MINIMUM HOURS

The following minimum hours will apply to an employee, except with respect to: Clause F13 Attendance at Meetings; and Clause J1 Training.

- a. Full-Time Employees will receive a minimum payment of four hours at the employee's basic periodic rate of pay for each start in respect of ordinary hours of work.
- b. Residential Care
 - i) Part-Time will receive a minimum payment of three hours at the employee's basic periodic rate of pay for each start in respect of ordinary hours of work, with the exception that where a part time employee works a shift attached to a sleepover the minimum start will be 2 hours.
 - ii) Casual employees will receive a minimum payment of two hours for each start.
- c. Home Care
 - i) Part time employees and casual employees will receive a minimum payment of two hours for each start.
- d. Living Care will ensure there is provision for handover between Registered Nurses at the commencement of each shift to inform of any changes to a resident's health status.

F4. MINIMUM BREAKS BETWEEN SHIFTS

- a. Unless otherwise agreed, employees must receive a minimum break of eight hours between shifts, or ten hours between broken shifts, rostered on successive days.
- b. Where an employee has not been provided with the appropriate break between shifts and the employee's next rostered shift is due to commence:
 - without loss of pay the employee will be released either before the end of the current shift or the start of their following shift so they have the appropriate break; or if the employee agrees to work without the appropriate break, the employee will be paid until they are released from duty at overtime rates as set out in clause F9. Once released from duty the employee will be entitled to be absent from work until they have had their appropriate break without loss of pay for the working time occurring during such an absence.

F5. BREAKS

- a. Employees are entitled to a paid rest break and unpaid meal break each working day as follows:

Hours Worked	Paid Rest Break	Unpaid Meal Break
Work less than 6 hours	One 10 minute rest break	No meal break
Work 6 hours or more but less than 7.6 hours	Remains at one 10 minute rest break	One meal break between 30 and 60 minutes.
Work 7.6 hours or more but less than 10 hours	Two 10 minute rest breaks or one 20 minute rest break, if agreed by Living Care.	Remains at one meal break of 30 to 60 minutes.
Work 10 hours or more	Two 10 minute rest breaks or one 20 minute rest break, if agreed by Living Care.	Two meal breaks each of 30 minutes or one 60 min if agreed by Living Care

- b. Rest breaks will count as working time.
- c. Meal breaks will not count as time worked.
- d. Employees must not be required to work more than six (6) hours continuously before taking the meal break. The time of taking the meal break may be varied by mutual agreement between Living Care and employee.
- e. Living Care will provide the employee with either a meal or a meal allowance (as set out in items 2, 3 or 4 of Schedule 2) if the employee is required to work overtime for more than two hours and such overtime goes beyond:
 - i. 7:00am on a Night Shift (Item 2);
 - ii. 1:00pm on an Early morning shift, Morning shift or Day shift (Item 3); or
 - iii. 6:00pm on an Afternoon Shift (Item 4).

- f. Where Living Care requires a Home Care employee to have a meal with a consumer or consumers as part of the normal work routine or consumer program, they will be paid for the duration of the meal period at the ordinary rate of pay, and sub-clause F5.c. above does not apply. This paid meal period is to be counted as time worked.

F6. ALLOCATED DAYS OFF

- a. Living Care may provide the opportunity for Full-Time Employees to access Allocated Days Off (ADOs) by accruing:
- i 0.4 of an hour for every eight hours worked per day; or
 - ii 0.5 of an hour for every ten hours worked per day.
- b. The employee will be entitled up to twelve (12) ADOs each year.
- c. Living Care will grant one ADO at a time requested by the employee and having regard to the operational needs of Living Care.
- d. Where possible and by mutual agreement:
- the ADO will be consecutive with the days not rostered for duty (but will not be rostered on public holidays);
 - the ADO must be taken as one whole day and not a part thereof, preferably one ADO per month;
 - no more than five (5) ADOs may be accumulated and may be taken in conjunction with the employee's annual leave or at another agreed time.
- e. Living Care values its employees' work-life balance and encourages employees to use ADOs for the purposes of rest and recreational pursuits, Living Care may direct the employee to take one ADO when five ADOs are accrued.
- f. ADOs are accrued, at the normal rate, for the following:
- personal/carer's leave;
 - public holidays;
 - compassionate leave;
 - study leave;
 - time in lieu.
- g. The following types of leave or absence do not accrue ADOs:
- ADO
 - annual leave (the base four (4) weeks);
 - long service leave;
 - paid and unpaid parental leave;
 - leave without pay;
 - workers compensation.
- h. By agreement with Living Care an employee may cash out any accumulated ADO's at ordinary pay.

F7. BROKEN SHIFTS

- a. A “broken shift” means a single shift worked by an employee that includes one or more breaks in excess of that provided for meal breaks.
- b. The time between the commencement and termination of the broken shift must not exceed 12 hours.
- c. For broken shifts worked, employees will be paid the allowance set out in Schedule 2 (item 1) Shift and Weekend Allowances (determined by the commencement time) in accordance with clause F11.
- d. If the time between the commencement and termination of the broken shift is more than 12 hours, the employee will be paid double time for the hours worked after the first 12 hours.
- e. Employees working in residential care may by mutual agreement, agree to work broken shifts at any time.
- f. Living Care may require an employee, other than a Nurse to work broken shifts in the following circumstances:
 - where an employee is a Home Care Employee;
 - in an emergency – including staff absence; or
 - during a continuous period of up to 4 weeks.

A Nurse may agree to work broken shifts in an emergency situation or for a period of four weeks or less.

- g. Where an employee has served a period of broken shifts other than in an emergency, the employee will not be required to work broken shifts until the employee has been off for a period equivalent to the previous period.

F8. REASONABLE ADDITIONAL HOURS

- a. All hours worked over an average of 38 ordinary hours per week, will be deemed to be additional hours. All hours worked by part-time employees beyond their guaranteed minimum number of hours will be treated as additional hours for the purpose of this subclause.
- b. An employee may not be required to work additional hours in circumstances where the working of additional hours would result in the employee working hours which are unreasonable having regards to (refer to Section 62 of the Act):
 1. any risk to employee health and safety from working the additional hours;
 2. the employee's personal circumstances, including family responsibilities;
 3. the needs of the workplace or enterprise in which the employee is employed;
 4. whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

5. any notice given by Living Care of any request or requirement to work the additional hours;
6. any notice given by the employee of his or her intention to refuse to work the additional hours;
7. the usual patterns of work in the industry, or the part of an industry, in which the employee works;
8. the nature of the employee's role, and the employee's level of responsibility; and
9. any other relevant matter.

F9. OVERTIME

- a. All overtime (including time in lieu of overtime) must be agreed to by Living Care prior to such overtime being worked.
- b. Overtime is paid in the following circumstances:
 1. Where a full time employee works in excess of their ordinary hours;
 2. Where a part time employee:
 - (i) works in excess of 10 hours per shift;
 - (ii) works in excess of 76 hours per fortnight, where employed by the fortnight;
 - (iii) works in excess of 152 hours per four weekly period, where employed on a four weekly basis;
 - (iv) works on an allocated day off.
 3. Where a casual employee:
 - (i) works in excess of 10 hours per shift; and/or
 - (ii) works in excess of 76 hours per fortnight.
 4. Where an employee is deprived of part of their break between shifts as required by clause F4.
- c. Overtime shall be paid at the base rate of pay in accordance with the following:
 1. Monday to Saturday - Overtime shall be paid time and one half up to two (2) hours each day and thereafter double time;
 2. Sunday - Overtime shall be paid at double time;
 3. Public Holidays - Overtime shall be paid double time and one-half;
 4. Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in clause F11 - Shift and Weekend Work and the casual loading in clause H1(c).

5. Overtime penalties do not apply to Directors of Nursing; Deputy Directors of Nursing; Assistant Directors of Nursing and Hostel Supervisors (CSE 5).
- d. Where the next shift is due to commence before the employee has had their break, one of the following will apply:
1. The employee will be released prior to, or after the completion of their shift to permit them to have their break without loss of pay for the working time occurring during such absence.
 2. If at the request of Living Care an employee works without their break, they shall be paid until they are released from duty at overtime rates. Once released from duty such employees shall be entitled to be absent from work until they have had their break without loss of pay for working time occurring during such an absence.
- e. If an employee agrees to work without an appropriate break as set out in clause F4, they will be paid overtime rates as set out above.
- f. Employees who are recalled to work overtime after leaving their place of work must be paid:
- a minimum of four hours at the applicable overtime rate (and employees will not be required to work the full four hours if work is completed earlier, except in unforeseen circumstances); and
 - the lesser of the actual travel expenses incurred to return to work or the allowance set out in Item 5 of Schedule 2 where the employee elects to use the employee's own vehicle.
- This does not apply to employees working broken shifts.
- g. For the purposes of assessing overtime:
- each day stands alone; and
 - where overtime worked is continuous and extends beyond midnight, all overtime hours will be considered as one day.
- h. Overtime will not apply in circumstances as specified in clause J1(b) (5).

F10. TIME IN LIEU OF OVERTIME

- a. Time off in lieu of overtime (Time in Lieu) must be agreed to between Living Care and the employee and pre-approved by Living Care before being worked.
- b. Instead of receiving payment for authorised overtime, employees may be compensated by way of Time in Lieu on the following basis:
- Employees cannot be compelled to take Time in Lieu and Living Care cannot be compelled to agree to provide the employee with Time in Lieu.
 - Time in Lieu is taken on the basis of one hour for each hour of overtime worked.
 - Payment for Time in Lieu is to be paid at the basic periodic rate of pay plus applicable shift and weekend allowances in accordance with clause F11 as if the time was worked when taking such Time in Lieu.
 - Living Care will maintain records of all Time in Lieu owing and taken by employees.

- Where no election is made, the employee shall be paid overtime rates in accordance with this Agreement.
- Time in Lieu must be taken within four months of it being accrued at a mutually agreed time. Where it is not possible to take Time in Lieu within the four month period, it is to be paid out at the appropriate overtime rate based on the rates applying at the time payment is made.

F11. SHIFT AND WEEKEND WORK

- a. Full Time Employees, (and Part Time where their rostered shifts commence prior to 6.00am or finish after 7.00pm) are entitled to the following shift allowances calculated on their basic periodic rate of pay for shifts rostered:

Shift	Commencement Time	Allowance Payment
Early morning shift	From 4.00am and before 6.00am	10%
Day shift	From 6.00am and before 10.30am	No allowance
Morning shift	From 10.30am and before 1.00pm	10%
Afternoon shift	From 1.00pm and before 4.00pm	12.5%
Night Shift	From 4.00pm and before 4.00am	15%

- b. Casual Employees are entitled to casual loading in clause H1 and the allowances above, where applicable.
- c. Employees are entitled to the following weekend shift penalty allowances calculated on their ordinary pay for ordinary hours worked on a weekend:

Day	Allowance Payment
Saturday (midnight Friday to midnight Saturday)	50%
Sunday (midnight Saturday to midnight Sunday)	75%

Weekend shift penalty allowances are paid instead of shift allowances and casual loadings, where applicable.

- d. Where an employee works hours which would entitle that employee to payment for more than one of the allowances payable in accordance with the overtime, public holidays, shift and penalty provisions of this Agreement, only the highest of any such allowance will be payable.
- e. Employees in receipt of a shift loading for working beyond 6.00pm prior to the introduction of this Agreement will continue to receive the loading where their shift finishes at or before 7.00pm for a maximum period of 12 months from the date this Agreement comes into operation or a shorter period if transferred to an alternative shift.

F12. PUBLIC HOLIDAYS

- a. An Employee is entitled to a day off on a public holiday, subject to subclauses (b) and (c) below.

- b. Living Care may request an employee to work on a particular public holiday.
- c. The employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so. In determining whether an employee has reasonable grounds for refusing a request to work on a public holiday regard must be had to the matters set out in Section 114 of the Act. This Agreement expressly contemplates that Living Care will require work on public holidays, or particular public holidays, and the parties acknowledge that the nature of the work performed by the employee, the type of employment (for example, whether full-time, part-time, casual or shift work) and the nature of Living Care's workplace or enterprise (including its operational requirements) will require work on public holidays, or particular public holidays.
- d. Public holidays shall be allowed to employees without loss of ordinary pay.
- e. For the purposes of this agreement, the following shall be deemed to be public holidays:
 - (i) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day;
 - (ii) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday; and
 - (iii) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed within a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause (e), then the substituted day or part-day is the public holiday.

f. Additional Public Holiday

Where, in accordance with clause (e) (iii) above, less than a full day is proclaimed and observed as a public holiday, within the calendar year and within the area in which the facility is situated, a full day will be observed as a public holiday between Christmas and New Year, within the days Monday to Friday inclusive and not coinciding with a date that is already a declared public holiday for that calendar year.

Living Care and employees may agree to substitute another day for a public holiday.

- g. An employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other shift penalties (except broken shift allowances), weekend penalties, casual loading, as follows:
 - (i) **Full-time Employees:** Time and one half for all ordinary time worked in addition to the weekly rate. Alternatively, if the employee elects, half-time extra for all time worked in addition to the weekly rate and have one ordinary working day added to be taken in conjunction with the period of annual leave.
 - (ii) **Part-time Employees:** Double and a half for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary pay. Alternatively, if

the employee elects, half-time extra for all time worked in addition to the weekly rate and have the equivalent number of hours worked added to be taken in conjunction with the period of annual leave.

- (iii) **Casual Employees:** Double time and one-half the basic periodic rates of pay for casuals for all time worked. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in subclause H1 (c).

The election referred to in subclause (g) (i) and (ii) above is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during that period of employment.

F13. ATTENDANCE AT MEETINGS

Wherever possible, Living Care will hold meetings within the employee's ordinary hours. Any employee required by Living Care to attend meetings outside the employee's ordinary hours shall be entitled to receive their base rate of pay for the actual time spent in attendance at such meetings. Employees may take time in lieu of receiving payment, with the agreement of Living Care. Such time spent over and above their contracted hours shall not be viewed as overtime for the purposes of this Agreement except as provided for in clause F9.

F14. ROSTERS

- a. At least two weeks prior to the start of the roster period, the ordinary hours of work for Shift Workers must be:
- displayed on a roster in a place accessible to employees; or
 - communicated to the employee in writing (including by electronic means)
- b. Living Care is not obliged to display or communicate any roster of ordinary hours of work for Casual Employees or relieving staff.
- c. Living Care may alter and communicate changes in the roster at any time if there is a genuine need, such as unplanned employee absences or emergencies.

Where the alteration requires a Full-Time Employee to work on a day which would have been the employee's day off, or a Part Time Employee to work on a day which would have been the employee's Rostered Day Off, the employee may elect to:

- be paid at overtime rates; or
- take time in lieu at a time agreed between the employee and Living Care.

F15. CONSUMER CANCELLATION

- a. Where a home care consumer cancels for reasons other than those outlined in subclause (b), permanent employees shall be entitled to receive payment for their guaranteed minimum number of hours in that pay period. Living Care may direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up by performing other activities, which may include working with other home care consumers or otherwise in a residential aged care facility.
- b. Where the cancellation has occurred within 24 hours the employee shall be paid the cancelled time or undertake alternative suitable duties as directed.

- c. Where Living Care is unable to meet the guaranteed minimum number of hours of a permanent employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:
- (i) work shall be re-allocated from casual employees to the permanent employee; or
 - (ii) hours shall be reallocated from another employee who is working hours additional to their guaranteed minimum number of hours; or
 - (iii) where the employee agrees, the employee may have access to annual or long service leave; or
 - (iv) the employee may be stood down by Living Care in accordance with s. 524 of the Act.
- d. Notwithstanding the provisions in subclauses (c) (i) to (c) (iv) above inclusive, if after six weeks - or earlier if by mutual agreement – Living Care is unable to provide the guaranteed minimum number of hours, Living Care may initiate redundancy proceedings in accordance with clause K4 - Redundancy.
- e. Nothing in this clause shall prohibit the employee and Living Care reaching agreement as to a period of authorised unpaid leave.

G. ALLOWANCES

G1. IN-CHARGE ALLOWANCE

- a. A Registered Nurse who is designated to be in charge of the facility, unit or section during a shift will be paid the allowance set out in Items 7, 8 or 9 of Schedule 2 where applicable.
- b. An employee who receives the In-Charge Allowance is not eligible for the Higher Duties Allowance.
- c. Registered Nurses holding classified positions of a higher Grade than a Registered Nurse are excluded from this clause.

G2. VEHICLE/TRAVELLING ALLOWANCE

- a. Subject to Living Care being satisfied that the employee has incurred the expenses:
 - Where an employee is called upon and agrees to use the employee's private vehicle for work-related travel, the employee will be paid the allowance set out in Item 6 of Schedule 2. This allowance will be revised each year in line with movements to the vehicle allowance in clause 15.7 (a) of the Aged Care Award 2010; or
 - Where an employee is required to use public transport for work-related travel, the employee is to be reimbursed the actual expenses reasonably incurred for such travel.

The payment will exclude travel from the employee's home to the first place of work and the employee's return to home at the end of duties.

- b. An employee sent for duty to a place other than the employee's regular place of duty must be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- c. Where Home Care Employees are rostered to work with consecutive consumers they shall be paid for the time taken to travel between locations at the rate of 3% of the ordinary pay per hour per kilometre travelled, excluding travel from the employee's home to the first place of work and return to home at the cessation of their duties; provided that this payment shall not be made if the employee is being paid at the hourly rate of pay for the time between consecutive consumers.
- d. Where the distance from the employee's home to the first place of work and/or return to home at cessation of duties is greater than the distance from the employee's home to the home care service office, the extra distance is able to reimbursed.
- e. Reimbursement for travel to a consumer(s) appointment(s) is measured in distance (kilometres) only.

G3. UNIFORMS AND LAUNDRY ALLOWANCE

- a. Subject to (c) below, sufficient suitable and serviceable uniforms or other items of clothing or equipment will be supplied free of cost, to each employee required to wear them. An employee to whom a new uniform or part of a uniform has been supplied by Living Care, who fails to return the corresponding article last supplied, will not be entitled to have such article replaced without payment for it at a reasonable price, in the absence

of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.

- b. Upon termination, an employee will return any uniform or equipment or part thereof supplied by Living Care, which is still in use by the employee, immediately prior to leaving.
- c. In lieu of supplying a uniform or uniform item where required to an employee, Living Care will pay the employee the weekly allowance set out in Items 10 - 14 of Schedule 2 to this Agreement according to the applicable item number as and when required.
- d. If, in any service, the uniforms of an employee are not laundered at the expense of the service, the sum per week set out in Item 15 of Schedule 2 to this Agreement will be paid to the said employee. Provided that the payment of such laundry allowance will not be made to any employee on absences exceeding one week.
- e. An employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.
- f. Each employee whose duties require them to work out of doors will be supplied with over boots and sufficient raincoats will be made available for use as necessary.
- g. Each employee whose duties require them to work in a hazardous situation with or near machinery will be supplied with appropriate protective clothing and equipment.

G4. ON CALL ALLOWANCE

- a. An employee is on call if the employee agrees to make themselves ready and available to return to work at short notice while off duty.
- b. An employee on call must be paid the following allowance/s where applicable:

Allowance	Brief Description	Description	Schedule 2
On Call	24 hours or part thereof	An employee on call must be paid the allowance in item 16 of schedule 2 for each period of 24 hours or part thereof.	Item 16
On Call During Meal Break	On call during meal break	An employee who is directed to remain on call during a meal break will be paid the meal break allowance in item 17 of Schedule 2.	Item 17
Recalled to Duty After Shift	Reimbursement of travel expenses	Where an employee on call leaves the workplace and is recalled to duty, the employee shall be reimbursed reasonable travel expenses incurred or	N/A
	Vehicle allowance	the allowance in Item 5 of Schedule 2 where the employee elects to use the employee's own vehicle.	Item 5

- c. This clause does not apply to the Employment Classifications of Facility Manager, Home Care Manager, Director of Nursing and Deputy Director of Nursing.

G5. CONTINUING EDUCATION ALLOWANCE

a. An employee who has completed a higher education qualification that is additional to the qualification relevant for registration or enrolment, will be paid, the allowance in Items 18 - 21 of Schedule 2 subject to the following:

- Allowances will be payable as follows:

Classification	Qualification	Allowance
Registered Nurse	Post-graduate certificate (not a hospital certificate)	Item 18
Registered Nurse	Post-graduate diploma or degree (not nursing undergraduate)	Item 19
Registered Nurse	Master's degree or doctorate	Item 20
Enrolled Nurse (without medication qualification) or Enrolled Nurse	Certificate IV qualification (unless this upgrades the qualification leading to enrolment)	Item 21

- Indicative fields of post graduate training include but are not limited to aged care, continence, gerontology, dementia care, community psychiatric, mental health/psychiatric nurse practice, psycho-geriatric nursing/mental health for older persons, palliative care, wound management, infection control, advanced nursing practice and rehabilitation.
- Living Care will accept that the qualification is directly relevant to the competency and skills used by the employee in the duties of their position.
- An employee is only entitled to one allowance, being the allowance of the highest monetary value.
- An employee must provide evidence to Living Care that they hold that qualification.
- The allowance is not included in the employee's basic periodic rate of pay.
- Part-Time and Casual Employees are entitled to the allowance on a pro-rata basis.

b. This clause applies to Enrolled Nurses and Registered Nurses, but does not apply to:

- Clinical Nurse Specialists;
- Clinical Nurse Consultants;
- Clinical Nurse Educators; or
- Director of Nursing or Facility Manager unless it can be demonstrated to the satisfaction of Living Care that more than 50% of the employee's time is spent doing clinical work.

G6. HIGHER DUTIES ALLOWANCE

a. Subject to subclauses (b), (c) and (d) of this clause, an employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification, shall be entitled to receive for the period of relief or the period during which he or she so acts the minimum payment for such higher classification.

b. The provisions of subclause (a) of this clause shall not apply where the employee of the higher classification is off duty pursuant to subclause F2 - Arrangement of Hours, except insofar as a Director of Nursing or Facility Manager accumulates days off for a continuous period of one week or more; nor when an employee in a higher grade is

absent from duty by reason of their additional day off duty as a consequence of working a 38 hour week.

- c. Further, the provisions of subclause (a) of this clause shall not apply where a Director of Nursing is absent from duty for a period of three working days or less for any reason other than pursuant to subclause F2 - Arrangement of Hours.
- d. Subject to subclauses (b) and (c) above, the provisions of subclause (a) shall not apply where a day worker is being relieved and is absent from duty for a period of three consecutive working days or less which have been rostered in advance.

H. REMUNERATION AND BENEFITS

H1. REMUNERATION

- a. An employee's remuneration will be paid fortnightly.
- b. Full-Time and Part-Time Employees are entitled to be paid ordinary pay in Schedule 1 for the appropriate Employment Classification for all ordinary hours worked.
- c. Casual Employees are entitled to be paid ordinary pay in Schedule 1 for the appropriate Employment Classification for all ordinary hours worked. In addition, a casual loading of 25% will apply.
- d. Where it is expressly stated in this Agreement that overtime, weekend payments and public holiday payments are to be made to casual employees, such payments shall be taken to be inclusive of and not in addition to the casual loading referred to in this subclause.
- e. For weekend and public holiday work, casual employees are entitled to the penalty rates prescribed in clause F11 - Shift and Weekend Work and clause F12 - Public Holidays. Such payments are taken to be inclusive of and not in addition to the casual loading referred to in subclause H1(c).
- f. A casual employee will be paid shift allowances calculated on the ordinary pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- g. A casual employee is entitled to overtime in accordance with clause F9 - Overtime and taken to be inclusive of and not in addition to the casual loading referred to in subclause H1(c).
- h. Casual employees have the benefit of all of the other entitlements set out in this Agreement, which are applicable to casual employees, on a pro rata basis in the same proportion as their ordinary hours of work bear to full-time hours.
- i. A casual employee's entitlement to long service leave is governed by the provisions of the Long Service Leave Act 1955 (NSW).
- j. Clauses that do not apply to casual employees include: clause F14 - Rosters; clause I1 - Annual Leave.

H2. SALARY INCREASES

- a. Living Care is committed to providing salary increases that reward employees for their efforts and that are aligned to industry standards.
- b. Salary increases for the life of the Agreement are defined in Schedule 1.
- c. For those employees who are employed as an Assistant in Nursing (AIN) as at the date of this agreement, and who are paid above the AIN Thereafter rate, such employees will continue to be paid the AIN Grandparent rates as specified in Schedule 1.

There will be no further pay increases for such employees for the life of this agreement beyond those set out in Schedule 1 effective from the first full pay period on or after 1

November 2014 until the AIN Thereafter (with Certificate III) rates in Schedule 1 exceed the AIN Grandparent rates.

- d. Notwithstanding the provisions set out in clause A8 – No Extra Claims, nothing in this Agreement prevents the Living Care Board from increasing the Wage Rates outlined in Schedule 1 if it should become apparent during the life of the Agreement that the rates place Living Care in an uncompetitive position with respect to the attraction and retention of employees. The parties agree that increases of this nature to wage rates will be solely at the discretion of the Living Care Board.

H3. SALARY PACKAGING

- a. Living Care has made salary packaging arrangements available for those employees who wish to take advantage of the benefits.
- b. Employees are able to package and structure their remuneration in accordance with Living Care's salary packaging policy.
- c. If existing taxation law is changed and that change impacts salary packaging arrangements, Living Care may decide to discontinue the arrangements.
- d. Living Care will give at least one month written notice of any change or cancellation to the salary packaging arrangements.

H4. PAYMENT OF WAGES

- a. Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution as nominated by the employee. Wages shall be deposited by Living Care in sufficient time to ensure that wages are available for withdrawal by employees by the close of business on pay day. Where the wages are not available to the employee by such time due to circumstances beyond Living Care's control, Living Care will not be held accountable for such delay.
- b. Where the services of an employee are terminated with due notice, all moneys owing shall be paid upon cessation of employment, but in the case of termination without due notice, within five working days.

- c. Where Living Care has overpaid an employee, Living Care will notify the employee in writing of such overpayment and how such overpayment is made up, and may recover such amounts, with the agreement of the employee as to the amount of the overpayment and method of such recovery. This subclause authorises the use of deductions from wages for the purpose of such recovery. All such deduction from wages must be authorised in writing by the employee.

H5. SUPERANNUATION

- a. Living Care will make Superannuation Contributions to an approved complying superannuation fund nominated by the employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.
- b. An 'approved fund' means:
- the Health Employees' Superannuation Trust Australia (H.E.S.T.A.);
 - the First State Super;
 - any agreed complying superannuation fund; nominated by the employee;
 - any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme.

An employee will nominate one approved fund to which all statutory superannuation contributions shall be paid.

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

- c. Living Care supports those employees who wish to make voluntary contributions to superannuation. Employees may contribute an agreed portion or an agreed amount of their pre-tax salary to their nominated superannuation fund.

I. LEAVE

11. ANNUAL LEAVE

a. Employees are entitled to annual leave as outlined below.

b. Casual employees have no entitlement to annual leave.

c. Accrual of Annual Leave

1. All employees, other than shift workers, are entitled to four (4) weeks paid annual leave.

2. Shift workers are entitled to one (1) additional week of Annual Leave.

3. A shift worker is defined as:

(i) an employee who is regularly rostered to work their ordinary hours outside Monday to Friday, 6am to 7pm; and/or

(ii) an employee who works for more than four ordinary hours on 10 or more weekends.

4. Transitional Arrangements:

(i) Employees with accrued counter leave up to and including the day prior to the operational date of this Agreement will have such leave banked.

(ii) Banked counter leave referred to in subclause (i) above may be cashed out by agreement at the base rate of pay, subject to a separate agreement in writing between Living Care and the employee for cashing out the full balance of accrued entitlement.

(iii) Employees who meet the definition of a shift worker on or after the operational date of this Agreement will be entitled to the accrual of the pro-rata amount equivalent to one (1) week annual leave per annum from the operational date of this Agreement up to their employment anniversary date. From the next anniversary date the employee will be entitled to a total of five (5) weeks paid annual leave in accordance with subclauses (c) (1) and (c) (2) of this clause.

(iv) Employees who do not or no longer meet the definition of shift worker at the operational date of this Agreement will cease to accrue further counter leave from the operational date of this Agreement and will not be entitled to additional annual leave referred to in subclause (c) (2) of this clause.

5. The entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year

d. Payment of Annual Leave

1. If an employee takes annual leave during a period, the annual leave shall be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period.

2. An employee going on leave may elect to be paid:

- (i) prior to commencing such leave; or
 - (ii) through their normal pay cycle. Once the leave has commenced the election cannot be changed unless Living Care agrees.
4. If the employment of an employee who has not taken an amount of accrued annual leave ends at a particular time, the employee's untaken accrued annual leave shall be paid at the employee's ordinary pay at that time.
5. Annual leave loading, if any, shall be paid in accordance with clause (i) below.

e. Taking of Annual Leave

1. An employee is entitled to take an amount of annual leave during a particular period if:
 - (i) at least that amount of annual leave is credited to the employee; and
 - (ii) Living Care has authorised the employee to take the annual leave during that period.
2. In the taking of leave, the employee shall make written application to Living Care, giving timely notice of the desired period of such leave.
3. Annual leave shall be taken in an amount and at a time which is approved by Living Care subject to the operational requirements of the workplace. Living Care shall not unreasonably withhold or revoke such approval.

f. Extensive accumulated annual leave:

1. An employee must take an amount of annual leave during a particular period if:
 - (i) reasonably directed to do so by Living Care;
 - (ii) at the time the direction is given, the employee has more than 8 weeks annual leave credited to them; and
 - (iii) the amount of annual leave left to the employee's credit is at least 2 weeks.

g. "Purchased" Extra Leave (PEL)

1. Permanent employees may request the opportunity to "purchase" up to an additional two weeks of leave each year. Purchased leave enables an employee to access additional leave in a given year in exchange for a proportional reduction in their salary over 12 months and is treated as leave without pay.
2. An employee wishing to purchase leave must elect in writing, at the beginning of each financial year (i.e.: at 1 July each year), if they wish to purchase extra leave and, if so, whether the leave purchased will be one or two weeks. Under such an agreement the employee's salary will be reduced at the rate of 1.92% for each week of leave purchased.
3. Annual leave entitlements will always be exhausted before the employee's purchased leave will be accessed.
4. All purchased leave must be accessed over the 12 month period (i.e. by 30 June each year). If any leave purchased is not used at the end of a 12 month period, or the employee wishes to cease the arrangement, the foregone salary (if any) will be re-credited and paid to the employee.
5. Superannuation entitlements will be calculated on the pre-reduction salary.

6. Leave loading does not apply to purchased leave.
7. Any overpayment of purchased leave may be deducted from the employee's wages for the purpose of recovery in accordance with clause H4 (c).

h. Cashing out of Annual Leave

1. Annual Leave credited to an employee may be cashed out by agreement, subject to the following conditions: (refer to Section 93 of the Act).
 - (i) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between Living Care and the employee; and
 - (iii) 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 foregone.

i. Annual Leave Loading

1. In addition to their Annual Leave payment, an employee will be paid the higher of:
 - (i) an annual leave loading of 17.5% of their Annual Leave; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
2. Annual Leave loading is not payable for days which have been added to an employee's leave entitlement due to the substitution payment for Public Holidays under the previous or this Agreement.
3. Shift allowances and weekend penalties are not payable for public holidays which occur during a period of annual leave.

j. Annual Leave and Service

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

k. Payment of Annual Leave on Termination

1. If, when the employment of an employee ends, the employee has a period of untaken paid annual leave and annual leave loading, Living Care will pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

12. PAID PERSONAL LEAVE (SICK AND CARER'S LEAVE)

- a. Full-time employees and permanent part time employees are entitled to ten (10) days paid personal leave.
- b. Casual employees have no entitlement to paid personal leave.
- c. Accrual of personal leave is progressive during a year of service and according to the employee's ordinary hours of work, and accumulates from year to year.

- d. Personal leave is either:
 - 1. sick leave taken by an employee who is not fit for work because of a personal illness or injury; or
 - 2. carer's leave taken by an employee to provide care or support to a member of the employee's immediate family or household (as stated by the NES) who requires care or support because of an illness or injury of the member or an unexpected emergency affecting the member.
- e. If the period which an employee takes paid personal/carer's leave includes a day or part day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.
- f. If the employee takes paid personal leave, Living Care will pay the employee at the employee's ordinary pay for the ordinary hours of work in the period.

13. UNPAID PERSONAL LEAVE

- a. Once an employee's entitlement to paid personal leave has been exhausted, employees are entitled to up to two days unpaid carer's leave per occasion.
- b. Unpaid Carer's leave can be taken by an employee to provide care or support to a member of the employee's immediate family or household (as stated by the NES) who requires care or support because of an illness or injury of the member or an unexpected emergency affecting the member.
- c. An employee may seek special consideration or agreement between Living Care and the employee for separate periods providing they have met all conditions in clauses (a) and (b) above.

14. COMPASSIONATE (BEREAVEMENT) LEAVE

- a. Employees are entitled to up to two (2) days paid compassionate leave per occasion:
 - 1. for the purposes of spending time with a person who is a member of the employee's immediate family or household (as stated by the NES) and has a personal illness, or injury, that poses a serious threat to his or her life; or
 - 2. after the death of a member of the employee's immediate family or household (as stated by the NES).
- b. If any additional compassionate leave is required, then employees may utilise any other form of leave as appropriate or apply for leave without pay.
- c. If the employee is paid compassionate leave, Living Care will pay the employee at the employee's ordinary pay for the ordinary hours of work in the period.
- d. An employee may seek special consideration or agreement between Living Care and the employee for separate periods providing they have met all conditions in clauses (a) and (b) above.
- e. Casual employees have no entitlement to paid compassionate leave, however casual employees are entitled to unpaid compassionate leave provided the casual employee would otherwise be entitled to such leave and complies with the provisions of this clause. Living Care agrees not to fail to re-engage a casual employee because the employee

accessed the entitlements provided for in this subclause. The rights of Living Care to engage or not to engage employee are otherwise not affected.

15. COMMUNITY SERVICE LEAVE

a. Employees are entitled to community service Leave in accordance with the provisions of the NES.

b. Eligible community service activities:

1. entitle an employee, acting reasonably, to be absent from employment for periods including:

- (i) time when the employee engages in the activity;
- (ii) reasonable travelling time associated with the activity;
- (iii) reasonable rest time immediately following the activity.

2. include:

- (i) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
- (ii) a voluntary emergency management activity; or
- (iii) an activity prescribed in regulations made for the purpose of subsection (4) of the Act.

c. Jury Service

1. There is no limit on the amount of unpaid jury service leave an employee can take in a 12 month period of employment.

2. Employees, other than casuals, are entitled to be paid:

- (i) for the first ten (10) days when absent from work in one or more periods to attend jury service re a particular jury service summons.
- (ii) the difference between what the employee received as jury service pay and the base rate of pay for the employee's ordinary hours of work in the period or periods.

3. Where the duration of jury service re a particular jury service summons exceeds ten (10) days, Living Care agrees to assist the employee as far as is reasonably practical to maintain their regular income. The assistance may include: flexibility of rosters; access to Annual Leave and/or Long Service Leave.

4. Living Care may require the employee to provide evidence that would satisfy a reasonable person:

- (i) that the employee took all necessary steps to obtain any amount of jury service pay to which they were entitled; and
- (ii) of the total amount of jury service pay, paid or payable to the employee.

5. No payment is required where evidence is required by Living Care and not provided by the employee.

d. Voluntary Emergency Management Activity (VEMA)

1. An employee engages in a VEMA if:
 - (i) they voluntarily participate;
 - (ii) the activity involves dealing with an emergency or natural disaster;
 - (iii) they are a member of, or have a member like association with a Recognised Emergency Management Body (REMB); and
 - (iv) the REMB requests their participation.

I6. PARENTAL LEAVE

- a. Employees are entitled to parental leave in accordance with the provisions of the NES.
- b. In addition to the provisions of the NES, employees are also entitled to paid parental leave as follows:
 1. Full-time and part-time employees may claim paid parental leave at ordinary pay, from the date the parental leave commences in the following circumstances:
 - (i) first claim: where eligible for unpaid parental leave; and
 - (ii) second and subsequent claims: where an employee having returned to work from a period of parental leave has completed 3 months of continuous service prior to each claim.
 2. For the purposes of the calculation of “ordinary 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 twelve (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.
 3. Paid parental leave includes:
 - (i) nine (9) weeks paid parental leave for the primary carer;
 - (ii) nine (9) weeks paid adoption leave for the initial primary carer of the adopted child; and
 - (iii) one (1) week paid partner leave.
 4. Paid partner leave will be payable to:
 - (i) partner of the primary carer; or
 - (ii) partner of the initial primary carer of an adopted child.
 5. Partner includes same-sex and de facto partner but does not include former de facto partners.
 6. Employees can commence paid parental leave six (6) weeks prior to the expected date of birth providing they have completed their twelve (12) months service.

7. Employees need to provide written notice at least four (4) weeks prior to commencing any parental leave and must provide a medical certificate or other acceptable document confirming the pregnancy at least ten (10) weeks prior to the due date.
8. Transfer to safe job or “no safe job leave” will be applied in accordance with the provisions of the Act.

Any period of “paid no safe job leave” taken by the employee pursuant to the “Transfer to a Safe Job” provisions of the Act shall be deducted from the employee’s entitlement to paid parental leave.

17. LONG SERVICE LEAVE

- a. An employee’s entitlement to long service leave will be in accordance with the provisions of this Agreement and the Long Service Leave Act 1955 (NSW) provided that should there be any inconsistency between that legislation and the provisions of this Agreement these provisions will prevail.
- b. Each employee will be entitled to two (2) months long service leave on ordinary pay after ten (10) years’ service, which may be taken on a pro-rata basis after seven (7) years’ service. After ten (10) years’ service, additional long service leave shall accrue on the basis of five (5) months long service leave for each ten (10) years’ service. This additional leave may be taken on a pro-rata basis each five (5) years after completing the initial ten 10 year period of service.
- c. Where the services of an employee with at least five (5) years’ service are terminated by Living Care for any reason other than the employee’s serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, they will be entitled to be paid a proportionate amount on the basis of two (2) months for ten (10) years’ service.
- d. For the purpose of subclause (b):
 1. service shall mean continuous service with any one Living Care/organisation;
 2. service shall not include any period of leave without pay except in the case of employees who have completed at least ten (10) years’ service (any period of absence without pay being excluded therefrom) in which case service shall include any period without pay not exceeding six (6) months taken after 1 June, 1980;
- e. Living Care will give to each employee at least one month’s notice of the date from which it is proposed that the employee’s long service leave should be given and taken. Long service leave will be taken as soon as practicable having regard to the needs of the workplace, or where Living Care and the employee agree, such leave may be postponed to an agreed date.
- f. Where Living Care and the employee agree in writing that the taking of a period of leave be postponed at the request of an employee to an agreed future date, the period of leave at the time of the agreement being made will, when taken or paid out in accordance with subclause (i), be paid at the rate applicable at the time of the agreement.
- g. On the termination of employment of an employee, otherwise than by their death, Living Care will pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination.

- h. Where an employee who has acquired a right to long service leave, or after having had five (5) years' service and less than ten (10) years' service dies, the widow or the widower of such employee or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower or children such person who, in the opinion of Living Care, was at the time of the death of such an employee, a dependent relative of such employee shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had their services terminated as referred to in subclause (b) and such monetary value shall be determined according to the salary payable to the employee at the time of his or her death.
- i. Where there is a guardian of any children entitled under this subclause the payment to which such children are entitled may be made to such guardian for their maintenance, education and advancement.
- j. Where there is no person entitled under this subclause to receive the monetary value of leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.
- k. Where an employee has been granted a period of long service leave prior to the coming into force of this Agreement, the amount of such leave shall be debited against the amount of leave due under this Agreement.
- l. Employees of Living Care previously covered by long service leave provisions or arrangements contained in industrial instruments or State legislation will have their long service leave accrual entitlement carried over but the accrual and access to long service leave entitlements from the date of transfer shall be in accordance with this Agreement.

e.g. an employee with 15 years continuous service under an industrial instrument or State legislation at the time of transfer may have an accrued entitlement of three (3) months long service leave. From this time onwards employees would accrue their entitlements in accordance with this Agreement, at the rate of 2.5 months for each five (5) years' service as the continuity of service for long service leave purposes is not affected by the entering into of this Agreement. Thus, after 20 years continuous service the employee would be entitled to 5.5 months long service leave, made up of 3 months under the previous industrial instrument or State legislation and a further 2.5 months under this Agreement.

18. LEAVE WITHOUT PAY

- a. By agreement between Living Care and a permanent employee, an employee may be granted a period of leave without pay.
- b. The period of leave without pay will not break the continuity of service but will not count for the purpose of:
 - 1. accruing annual leave, incremental progression, sick leave and public holidays;
 - 2. accruing long service leave except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded therefrom) in which case service shall include any period without pay not exceeding six (6) months taken after 1 June, 1980;
 - 3. qualifying period for paid and unpaid parental leave; and
 - 4. the calculation of notice and severance pay in accordance with clause K - Termination of Employment and clause K4 - Redundancy.

19. NATURAL DISASTER LEAVE

- a. Where a permanent employee is unable to attend work because of a natural disaster i.e. bushfire or flood they will be entitled to be paid ordinary pay for the shift they would otherwise have worked on that day. This entitlement will apply once per calendar year and is not cumulative from year to year.
- b. Living Care may require the employee to provide evidence to support their claim.

110. CEREMONIAL LEAVE

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

J. STAFFING AND DEVELOPMENT

J1. TRAINING

- a. Employees will be given ongoing training as necessary, relevant to their roles and responsibilities. Delivery of training may be via a variety of means including but not limited to face to face, on the job and e-learning. The organisation will facilitate access to the appropriate resources to undertake the training provided and the skills necessary to utilise those resources.
- b. Where practicable, training must be provided to employees during their normal rostered hours of work. Where it is not:
 1. Employees will attend training outside their normal rostered working hours when required to do so by Living Care;
 2. Living Care must provide employees with two weeks' notice of the requirement to attend training outside of their normal rostered working hours;
 3. Where an employee attends training they will be paid their ordinary pay and the Vehicle/Travelling Allowance (Item 5 of Schedule 2) for the travel time that is in excess of the time normally taken for the employee to attend work;
 4. Training must be arranged so that Full-Time Employees receive a minimum break as set out in clause F5. Where practicable, similar arrangements should also be made available to all other employees.
 5. Notwithstanding Clause F3 Minimum Hours, Clause F9-Overtime will not apply where attendance at such training is outside the normal rostered working time of other than full-time employees and where it interrupts the applicable eight or ten hour break between shifts.

J2. PROFESSIONAL CAREER BREAK

- a. Employees shall be eligible to a career break which is:
 1. mutually agreed to by both Living Care and employee ;
 2. to provide a career enhancement opportunity; and
 3. subject to position review and availability.

This is on the basis of one year off at 80% of the salary applicable at the time of the break following four years during which the employee was paid 80% of the applicable rate for their position. Superannuation and other entitlements shall be calculated at 80% of the ordinary rate.

J3. PROFESSIONAL DEVELOPMENT AND STUDY LEAVE

- a. Living Care is committed to providing and supporting training and educational opportunities to ensure that employees are able to meet Living Care's best practice objectives.
- b. Further staff development can be achieved through a formal course of study at a recognised institution, or developmental activities such as management or executive programs, conferences and seminars.

- c. Consistent with the above, employees are entitled to paid study leave for courses related to work, approved by Living Care. Such leave is not applicable to Casual Employees, will not accrue year to year and will be pro-rated for Part-Time Employees.
- d. Approval by the manager for study leave must be granted prior to the employee registering for formal courses of study, conferences or seminars.

K. TERMINATION OF EMPLOYMENT

K1. RESIGNATION

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

Employee	Notice
Director of Nursing, Facility Managers, Community Care Managers and Care Service Employee – Grade 5	Four weeks
Casual Employee	To the end of the current shift
All other Employees	One week

K2. TERMINATION ON NOTICE

- a. Living Care may terminate the employee's employment by giving the following written notice, or payment in lieu, of such notice:

Employee's period of continuous service	Notice
Not more than 3 years	At least two weeks
More than 3 years but not more than 5 years	At least three weeks
More than 5 years	At least four weeks

Director of Nursing, Facility Managers, Community Care Managers and Care Service Employee Grade 5 are entitled to four weeks' notice.

- b. If the employee is over 45 year of age and has completed at least two years of continuous service with Living Care, the employee is entitled to an additional one (1) weeks' notice.
- c. Living Care may terminate the employment of a Casual Employee by giving notice to the end of the current shift worked.

K3. ABANDONMENT OF EMPLOYMENT

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

K4. REDUNDANCY

- a. Redundancy occurs where Living Care has made a definite decision that they no longer have a business/operational requirement for the position and this is not due to the ordinary and customary turnover of labour.
- b. Upon termination of the employee's employment due to redundancy, Living Care will pay the employee the following severance payment:

Where the employee is under 45 years of age:

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

Where the employee is 45 years of age or over:

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

- c. The employee is not entitled to notice (clause K2) or severance pay where:
 1. the employee's position is redundant and the employee is offered employment in another position comparable in status and remuneration to their position; or
 2. part or all of Living Care's business is transmitted by way of sale, assignment or succession and the employee is offered employment with the purchaser, assignee or successor of the business (or part) on terms that overall are no less favourable than provided for in this Agreement.

- d. For the purposes of this clause "continuous service" means an employee's service with Living Care during the whole of the period, including a period of authorised paid leave. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an employee but are not to be taken into account.
- e. For the purposes of this clause "weeks' pay" for employees other than casuals means the greater of:
 - 1. the employee's ordinary pay (excluding overtime), plus the following allowances (where applicable) broken shift allowance, shift and weekend work allowances, and district allowances; or
 - 2. the employee's average actual weekly earnings over the preceding twelve months from the date of termination.
- f. Weeks' pay for casuals means the employee's average actual weekly earnings over the preceding twelve months from the date of termination.

EXECUTED by the parties

EXECUTED by **LIVING CARE** by being signed by those persons who are authorised to sign on its behalf:)
)
)

.....
 Witness Name of Authorised Officer

.....
 Name of Witness Position of Authorised Officer

.....
 Address of Witness Address of Authorised Officer

DATED / / 2015

(See signed page attached)

EXECUTED by a **MEMBER OF THE LIVING CARE ENTERPRISE BARGAINING COMMITTEE** on behalf of those employees who not members of the above industrial:

)
)
)

.....
Witness

.....
Name of the Living Care Enterprise Bargaining Committee Member

.....
Name of Witness

.....
Position of the Living Care Enterprise Bargaining Committee Member

.....
Address of Witness

.....
Address of the Living Care Enterprise Bargaining Committee Member

DATED

/ / 2015

(See signed page attached)

EXECUTED by **THE NEW SOUTH WALES NURSES AND MIDWIVES ASSOCIATION**, by being signed by those persons who are authorised to sign on its behalf:

)
)
)

.....
Witness

.....
Name of Authorised Officer

.....
Name of Witness

.....
Position of Authorised Officer

.....
Address of Witness

.....
Address of Authorised Officer

DATED

/ / 2015

(See signed page attached)

EXECUTED by **THE NEW SOUTH WALES NURSES' AND MIDWIVES ASSOCIATION, and THE AUSTRALIAN NURSING AND MIDWIFERY FEDERATION – NSW BRANCH** by being signed by those persons who are authorised to sign on its behalf:

)
)
)

.....
Witness

.....
Name of Authorised Officer

.....
Name of Witness

.....
Position of Authorised Officer

.....
Address of Witness

.....
Address of Authorised Officer

DATED

/ / 2015

(see signed page attached)

)
)
)

EXECUTED by **THE HEALTH SERVICES UNION NSW BRANCH** by being signed by those persons who are authorised to sign on its behalf:

.....
Witness

.....
Name of Authorised Officer

.....
Name of Witness

.....
Position of Authorised Officer

.....
Address of Witness

.....
Address of Authorised Officer

DATED

/ / 2015

(see signed page attached)

SCHEDULE 1 – PAY RATES

Classification Stream	Current rate	First full pay period on or after 1 Nov 2014	First full pay period on or after 1 Nov 2015	First full pay period on or after 1 Nov 2016
Assistant in Nursing (without Certificate III qualification)				
1 st year	18.59	19.15	19.72	20.31
2 nd year	19.37	19.95	20.55	21.17
Thereafter	20.15	20.75	21.38	22.02
Assistant in Nursing (with Certificate III qualification)				
1st year	19.46	20.04	20.65	21.26
2nd year	19.76	20.35	20.96	21.59
Thereafter (with Cert III or Experienced without Cert III)	20.40	21.01	21.64	22.29
Team Leader	21.23	21.87	22.52	23.20
Assistant in Nursing (Grandparent)				
AIN Grandparent 1	20.40	21.01	21.64	22.29
AIN Grandparent 2	21.06	21.06	21.64	22.29
AIN Grandparent 3	21.50	21.50	21.64	22.29
Enrolled Nurse (without medication qualification)				
1st year	22.36	23.03	23.72	24.43
2nd year	22.83	23.51	24.22	24.95
3rd year	23.32	24.02	24.74	25.48
4th year	23.81	24.52	25.26	26.02
Thereafter	24.32	25.05	25.80	26.58
Enrolled Nurse				
Level a	24.05	24.77	25.51	26.28
Level b – 1 st year	24.54	25.28	26.03	26.82
Level b – 2 nd year	25.08	25.83	26.61	27.41
Level b – 3 rd year	26.28	27.07	27.88	28.72
Registered Nurse				
1st year	28.08	28.92	29.79	30.68
2nd year	29.79	30.68	31.60	32.55
3rd year	31.60	32.55	33.52	34.53
4th year	33.54	34.55	35.58	36.65
Thereafter	35.58	36.65	37.75	38.88
Clinical Nurse Specialist				
	37.03	38.14	39.29	40.46
Clinical Nurse Educator				
	37.03	38.14	39.29	40.46
Nurse Educator				
1st year	39.45	40.63	41.85	43.11
2nd year	40.56	41.78	43.03	44.32
3rd year	41.57	42.82	44.10	45.42
4th year	43.74	45.05	46.40	47.80
Senior Nurse Educator				
1st year	44.79	46.13	47.52	48.94
2nd year	45.71	47.08	48.49	49.95
3rd year	47.24	48.66	50.12	51.62

Classification Stream	Current rate	First full pay period on or after 1 Nov 2014	First full pay period on or after 1 Nov 2015	First full pay period on or after 1 Nov 2016
Clinical Nurse Consultant				
	43.74	45.05	46.40	47.80
Nursing Unit Manager (personal to current occupants as at 1.03.99)				
Level 1 - 1st year	39.45	40.63	41.85	43.11
Level 1 - 2nd year	40.56	41.78	43.03	44.32
Level 2	41.57	42.82	44.10	45.42
Level 3	42.66	43.94	45.26	46.62
Deputy Director of Nursing				
< 20 beds	41.39	42.63	43.91	45.23
20 – 75 beds	42.46	43.73	45.05	46.40
75 – 100 beds	43.44	44.74	46.09	47.47
100 – 150 beds	44.36	45.69	47.06	48.47
150 – 200 beds	45.71	47.08	48.49	49.95
Director of Nursing				
< 25 beds	46.28	47.67	49.10	50.57
25 – 50 beds	49.01	50.48	51.99	53.55
50 – 75 beds	50.06	51.56	53.11	54.70
75 – 100 beds	51.10	52.63	54.21	55.84
100 – 150 beds	52.57	54.15	55.77	57.44
150 – 200 beds	54.33	55.96	57.64	59.37
Facility Manager				
20 beds, less than 75 beds	34.99	36.04	37.12	38.23
75 beds, less than 100 beds	36.27	37.36	38.48	39.63
100 beds, less than 150 beds	37.80	38.93	40.10	41.31
Home Care Manager or Home Services Program Manager				
10 packages, less than 60 packages	33.74	34.75	35.79	36.87
60 packages less than 120 packages	35.37	36.43	37.52	38.65
120 packages, less than 180 packages	37.31	38.43	39.58	40.77
Care Service Employee				
Grade 1	18.85	19.42	20.00	20.60
Grade 2 'Other' – Year 1	19.37	19.95	20.55	21.17
– Thereafter	20.15	20.75	21.38	22.02
Grade 2 'Care'				
– Year 1 (with Cert III)	19.46	20.04	20.65	21.26
– Year 2 (with Cert III)	19.76	20.35	20.96	21.59
– Thereafter (with Cert III or Experienced without Cert III)	20.40	21.01	21.64	22.29
Grade 3	21.23	21.87	22.52	23.20
Grade 4 - Level 1	22.36	23.03	23.72	24.43
- Level 2	24.97	25.72	26.49	27.29
Grade 5 - From	25.97	26.75	27.55	28.38
- To	38.69	39.85	41.05	42.28
Home Care Employees				
Grade 1	19.05	19.62	20.21	20.82
Grade 2	19.98	20.58	21.20	21.83

Classification Stream	Current rate	First full pay period on or after 1 Nov 2014	First full pay period on or after 1 Nov 2015	First full pay period on or after 1 Nov 2016
Grade 3	21.37	22.01	22.67	23.35
Home Care Coordinator				
Grade 1	N/A	23.15	23.84	24.56
Grade 2	N/A	25.68	26.45	27.24
Diversional Therapist				
1st year	20.47	21.08	21.72	22.37
2nd year	21.49	22.13	22.80	23.48
3rd year	22.51	23.19	23.88	24.60
4th year	23.56	24.27	24.99	25.74
Thereafter	24.55	25.29	26.05	26.83
Property Services				
Property Services Site Supervisor (Tradesperson)	24.75	25.49	26.26	27.04
Property Services Site Supervisor (Otherwise)	22.69	23.37	24.07	24.79
Property Services Site Supervisor (Otherwise) – in charge of staff	24.11	24.83	25.58	26.35
Clerical & Administrative Employees				
Grade 1	20.45	21.06	21.70	22.35
Grade 2	21.65	22.30	22.97	23.66
Grade 3	22.96	23.65	24.36	25.09
Grade 4	23.96	24.68	25.42	26.18
Grade 5	25.06	25.81	26.59	27.38

NOTE: THESE ARE PERMANENT EMPLOYEES RATES OF PAY ONLY AND ARE NOT INCLUSIVE OF ANY CASUAL LOADINGS THAT APPLY TO CASUAL EMPLOYEES

SCHEDULE 2 – ALLOWANCES

Item No.	Clause	Description	Per	First full pay period on or after 1 Nov 2014 (\$)
1	F 7 c	Broken Shift	Shift	8.80
2	F 5 c	Overtime Breakfast	Meal	13.29
3	F 5 c	Overtime Luncheon	Meal	17.19
4	F 5 c	Overtime Evening Meal	Meal	25.08
5	F 9 f G 4 d J 1 b 3	Vehicle Allowance	Km	0.36
6	G 2 a	Vehicle Allowance- official business	Km	0.78*
7	G 1 a	In charge of residential aged care facility less than 100 beds	Shift	22.85
8	G 1 a	In charge of residential aged care facility, 100 beds or more	Shift	36.8
9	G 1 a	In charge of Section	Shift	22.85
10	G 3 a	Uniform Allowance	Week	6.8
11	G 3 a	Shoes	Week	2.11
12	G 3 a	Cardigan or jacket	Week	2.03
13	G 3 a	Stockings	Week	3.38
14	G 3 a	Socks	Week	0.67
15	G 3 c	Laundry	Week	5.65
16	G 4 b	On call	Day	20.36
17	G 4 c	On call during meal break	Shift	11.01
18	G 6 a	Continuing Education Allowance: RN Postgraduate Certificate (not a hospital certificate)	Week	19.18
19	G 6 a	Continuing Education Allowance: RN Postgraduate Diploma or Degree (not nursing undergraduate)	Week	31.95
20	G 6 a	Continuing Education Allowance: RN Master's Degree or Doctorate	Week	38.33
21	G 6 a	Continuing Education Allowance: EN Certificate IV qualification (unless upgrades the qualification leading to enrolment)	Week	12.77

*NB- The rate per km for the first full pay period on or after 1 Nov 2015 and 1 Nov 2016 will move in line with the Aged Care Award.

SCHEDULE 3– SUPPORTED WAGE SYSTEM

3.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

3.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged

supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

3.3 Eligibility criteria

3.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

3.3.2 This schedule does not apply to any existing employee who has a claim against Living Care which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

3.4 Supported wage rates

3.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (Clause C5) %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

3.4.2 Provided that the minimum amount payable must be not less than \$75 per week.

3.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

3.5 Assessment of capacity

3.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted Living Care and employee and, if the employee so desires, a union which the employee is eligible to join.

3.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by Living Care as a time and wages record in accordance with the Act.

3.6 Lodgement of SWS wage assessment agreement

3.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by Living Care with Fair Work Australia.

3.6.2 All SWS wage assessment agreements (SWSA) must be agreed and signed by the employee and Living Care parties to the assessment. Where a union, party to this agreement, is not a party to the SWSA, the assessment will be referred by Fair Work Australia to the union by certified mail and the SWSA will take effect unless an objection is notified to Fair Work Australia within 10 working days.

3.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

3.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

3.9 Workplace adjustment

Where Living Care wishes to employ a person under the provisions of this schedule they must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

3.10 Trial period

3.10.1 In order for an adequate assessment of the employee's capacity to be made, an Living Care may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

3.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

3.10.3 The minimum amount payable to the employee during the trial period must be no less than \$75 per week.

3.10.4 Work trials should include induction or training as appropriate to the job being trialled.

3.10.5 Where Living Care and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 3.5.

SCHEDULE 4 – NATIONAL TRAINING WAGE NON-NURSING STAFF

4.1 Title

This National Training Wage Schedule applies only to trainees who, but for the operation of this agreement, would be covered by the Aged Care Award 2010 and/or the Social, Community, Home Care and Disability Services Industry Award 2010.

4.2 Definitions

In this schedule:

adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

approved training means the training specified in the training contract

Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;
New South Wales: *Apprenticeship and Traineeship Act 2001*;
Northern Territory: *Northern Territory Employment and Training Act 1991*;
Queensland: *Vocational Education, Training and Employment Act 2000*;
South Australia: *Training and Skills Development Act 2008*;
Tasmania: *Vocational Education and Training Act 1994*;
Victoria: *Education and Training Reform Act 2006*; or
Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

training contract means an agreement for a traineeship made between Living Care and an employee which is registered with the relevant State or Territory training authority

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

4.3 Coverage

- 4.3.1 Subject to clauses 4.3.2 to 4.3.6 of this schedule, this schedule applies in respect of an employee covered by this Agreement who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix 4A to this schedule or by clause 4.5.4 of this schedule.
- 4.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix 4A to this schedule.
- 4.3.3 This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- 4.3.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- 4.3.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this Agreement dealing with traineeships, the other terms and conditions of this Agreement prevail.
- 4.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

4.4 Types of Traineeship

The following types of traineeship are available under this schedule:

- 4.4.1 a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- 4.4.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

4.5 Minimum Wages

The rates contained in schedule 4 will move in accordance with the changes to the Trainee rates in the Aged Care Award 2010 as they vary from time to time.

4.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause 4.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training

package and AQF certificate levels are allocated to Wage Level A by Appendix 4A are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	279.50	307.90	366.80
Plus 1 year out of school	307.90	366.80	426.80
Plus 2 years out of school	366.80	426.80	496.70
Plus 3 years out of school	426.80	496.70	568.70
Plus 4 years out of school	496.70	568.70	
Plus 5 or more years out of school	568.70		

(b) Wage Level B

Subject to clause 4.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix 4A are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	279.50	307.90	356.90
Plus 1 year out of school	307.90	356.90	410.50
Plus 2 years out of school	356.90	410.50	481.40
Plus 3 years out of school	410.50	481.40	549.10
Plus 4 years out of school	481.40	549.10	
Plus 5 or more years out of school	549.10		

(c) Wage Level C

Subject to clause 4.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix 4A are:

	Highest year of schooling completed		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
School leaver	279.50	307.90	356.90
Plus 1 year out of school	307.90	356.90	401.70
Plus 2 years out of school	356.90	401.70	448.70
Plus 3 years out of school	401.70	448.70	500.00
Plus 4 years out of school	448.70	500.00	
Plus 5 or more years out of school	500.00		

(d) AQF Certificate Level IV traineeships

- (i) (Subject to clause 4.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause 4.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week \$	per week \$
Wage Level A	590.60	613.50
Wage Level B	569.80	591.70
Wage Level C	518.50	538.20

4.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses 4.5.2 (f) and 4.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix 4A are:

	Highest year of schooling completed		
	Year 10 \$ per hour	Year 11 \$ per hour	Year 12 \$ per hour
School leaver	9.19	10.14	12.07
Plus 1 year out of school	10.14	12.07	14.05
Plus 2 years out of school	12.07	14.05	16.34
Plus 3 years out of school	14.05	16.34	18.70
Plus 4 years out of school	16.34	18.70	
Plus 5 or more years out of school	18.70		

(b) Wage Level B

Subject to clauses 4.5.2 (f) and 4.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix 4A are:

	Highest year of schooling completed		
	Year 10 \$ per hour	Year 11 \$ per hour	Year 12 \$ per hour
School leaver	9.19	10.14	11.75
Plus 1 year out of school	10.14	11.75	13.50
Plus 2 years out of school	11.75	13.50	15.84
Plus 3 years out of school	13.50	15.84	18.07
Plus 4 years out of school	15.84	18.07	
Plus 5 or more years out of school	18.07		

(c) Wage Level C

Subject to clauses 4.5.2 (f) and 4.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix 4A are:

	Highest year of schooling completed		
	Year 10 \$ per hour	Year 11 \$ per hour	Year 12 \$ per hour
School leaver	9.19	10.14	11.75
Plus 1 year out of school	10.14	11.75	13.21
Plus 2 years out of school	11.75	13.21	14.76
Plus 3 years out of school	13.21	14.76	16.45
Plus 4 years out of school	14.76	16.45	
Plus 5 or more years out of school	16.45		

(d) School-based traineeships

Subject to clauses 4.5.2 (f) and 4.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix 4A are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower per hour \$	Year 12 per hour \$
9.19	10.14

(e) AQF Certificate Level IV traineeships

- (i) Subject to clauses 4.5.2 (f) and 4.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

- (ii) Subject to clauses 4.5.2 (f) and 4.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	19.43	20.18
Wage Level B	18.73	19.46
Wage Level C	17.06	17.71

(f) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses 4.5.2(a)-(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses 4.5.2(a)-(e) of this schedule applies to each ordinary hour worked by the trainee.
- (i) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses 4.5.2 (a)-(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

4.5.3 Other minimum wage provisions

- (a) An employee who was employed by Living Care immediately prior to becoming a trainee with Living Care must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

4.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix 4A is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

4.6 Employment conditions

- 4.6.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this Agreement apply.
- 4.6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- 4.6.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for Living Care for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause 4.5.2(f)(ii) and not by this clause.

- 4.6.4 Subject to clause 4.3.5 of this schedule, all other terms and conditions of this Agreement apply to a trainee unless specifically varied by this schedule.

APPENDIX 4A - ALLOCATION OF TRAINEESHIPS TO WAGE LEVELS

The wage levels applying to training packages and their AQF certificate levels are:

4A.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I
	II
	III
Beauty	III
Business Services	I
	II
	III
Chemical, Hydrocarbons and Refining	I
	II
	III
Civil Construction	III
Coal Training Package	II
	III
Community Services	II
	III
Construction, Plumbing and Services Integrated Framework	I
	II
	III
Correctional Services	II
	III
Drilling	II
	III
Electricity Supply Industry—Generation Sector	II
	III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I
	II
	III (in Western Australia only)
Financial Services	I
	II
	III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I
	II
	III
Laboratory Operations	II
	III
Local Government (other than Operational Works Cert I and II)	I
	II
	III
Manufactured Mineral Products Manufacturing	III
	I
	II
	III
Maritime	I

Training package	AQF certificate level
	II
	III
Metal and Engineering (Technical)	II
	III
Metalliferous Mining	II
	III
Museum, Library and Library/Information Services	II
	III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II
	III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II
	III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I
	II
	III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

4A.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I
	II
	III
Asset Maintenance	I
	II
	III
Australian Meat Industry	I
	II
	III
Automotive Industry Manufacturing	II
	III
Automotive Industry Retail, Service and Repair	I
	II
	III
Beauty	II
Caravan Industry	II
	III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I
	II
	III
Extractive Industries	II
	III
Fitness Industry	III
Floristry	II
Food Processing Industry	I

Training package	AQF certificate level
	II
Forest and Forest Products Industry	I
	II
	III
Furnishing	I
	II
	III
Gas Industry	I
	II
Health	II
	III
Local Government (Operational Works)	I
	II
Manufactured Mineral Products	I
	II
Metal and Engineering (Production)	II
	III
Outdoor Recreation Industry	I
	II
	III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II
	III
Property Services	I
	II
	III
Public Safety	I
	II
Pulp and Paper Manufacturing Industries	I
	II
Retail Services	I
	II
Screen and Media	I
	II
	III
Sport Industry	II
	III
Sugar Milling	I
	II
	III
Textiles, Clothing and Footwear	I
	II
Transport and Logistics	I
	II
Visual Arts, Craft and Design	I
	II
	III
Water Industry	I
	II

4A.3 Wage Level C

Training package	AQF certificate level
Agri-Food	I
Amenity Horticulture	I
	II
	III
Conservation and Land Management	I
	II
	III
Funeral Services	I
	II
	III
Music	I
	II
	III
Racing Industry	I
	II
	III
Rural Production	I
	II
	III
Seafood Industry	I
	II
	III

SCHEDULE 5 – SCHOOL-BASED APPRENTICES

- 5.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- 5.2** A school-based apprenticeship may be undertaken in the trades covered by this agreement under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- 5.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- 5.4** For the purposes of clause 5.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- 5.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- 5.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- 5.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- 5.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression, if provided for in this agreement.
- 5.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression, if provided for in this agreement. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- 5.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- 5.11** School-based apprentices are entitled pro rata to all of the other conditions in this agreement.

EXECUTED by a MEMBER OF THE LIVING CARE ENTERPRISE BARGAINING COMMITTEE on behalf of those employees who not members of the above industrial:

Kristine McAuliffe
Witness

Kristine McAuliffe
Name of Witness

2 Nadi Pl St Clair 2759
Address of Witness

DATED 11-03-2015.

EXECUTED by THE NEW SOUTH WALES NURSES' ASSOCIATION, and BRANCH SECRETARY AUSTRALIAN NURSING FEDERATION - NSW BRANCH by being signed by those persons who are authorised to sign on its behalf:

.....
Witness

.....
Name of Witness

.....
Address of Witness

DATED

)
)
) Sue Hanna

Sue Hanna
Name of the Living Care Enterprise Bargaining Committee Member

Business Support Officer
Position of the Living Care Enterprise Bargaining Committee Member

12 Michelle Drive, Constitution Hill
Address of the Living Care Enterprise Bargaining Committee Member 2145

11 / 03 / 2015

)
)
)

.....
Name of Authorised Officer

.....
Position of Authorised Officer

.....
Address of Authorised Officer

/ / 2015

Brett Holmes

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

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Coral Levett

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

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

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

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.