



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Regis Aged Care Pty Ltd T/A Regis Aged Care
(AG2016/3176)

REGIS AGED CARE NSW ENTERPRISE AGREEMENT 2016

Aged care industry

COMMISSIONER JOHNS

SYDNEY, 3 JUNE 2016

Application for approval of the Regis Aged Care NSW Enterprise Agreement 2016.

[1] On 12 May 2016, Regis Aged Care Pty Ltd T/A Regis Aged Care (**Applicant**) made an application for approval of the *Regis Aged Care NSW Enterprise Agreement 2016* (**Agreement**). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single-enterprise agreement.

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

[3] The Commission is satisfied that each of the requirements of ss 186, 187 and 188 of the Act, as are relevant to this application for approval, has been met.

[4] The Australian Nursing and Midwifery Federation and the Health Services Union of Australia, 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), the Commission notes that the Agreement covers these organisations.

[5] The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from 10 June 2016. The nominal expiry date of the Agreement is 30 September 2018.



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**Fair Work Act 2009 (Cth)
Enterprise Agreement**

**New South Wales Nurses and Midwives' Association
Australian Nursing and Midwifery Federation – NSW Branch**

and

HSU New South Wales Branch

and

Regis Aged Care Pty Limited

Regis Aged Care NSW Enterprise Agreement 2016

1	TITLE	
1.1	This Agreement will be known as the Regis Aged Care NSW Enterprise Agreement 2016 (“the Agreement”).	

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3 DEFINITIONS

For the purposes of the Agreement:

Aged Care Employee means an Employee who falls within the classifications contained in Appendix 2 to this Agreement.

Act means the *Fair Work Act 2009* (Cth) as amended from time to time.

Agreement means this enterprise agreement, the Regis Aged Care NSW Enterprise Agreement 2016.

Board means Australian Health Practitioners Regulation Agency.

Day Worker means an Employee who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 am and before 10.00 am otherwise than as part of the shift system.

Defacto partner means a person, who although not legally married to an Employee, lives with the Employee in a relationship as a couple on a genuine basis (including same sex relationships).

Employee(s) means employees employed by the Employer in New South Wales in positions which fall within the scope of the classifications set out in Appendices 2 and 3 to this Agreement.

Employer means Regis Aged Care Pty Limited ACN 125 223 645.

Funds for the purpose of this Agreement shall mean:

- (a) Health Employees Superannuation Trust of Australia ('**HESTA**') established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
- (b) Prime Super;

and **Fund** shall mean either one of them.

FWC means the Fair Work Commission (or its successor) as established under the Act.

Immediate Family means:

- (c) an Employee's spouse (including former spouse, defacto and former defacto);
- (d) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or spouse of the Employee.

Minimum wage means the applicable minimum ordinary weekly wage set out in Table 1 or Table 2 in Appendix 1 to this Agreement (which is calculated by multiplying the ordinary rate of pay by 38 hours).

Mutual Agreement means an agreement entered into freely and without duress between the Employer and an Employee.

National Employment Standards (NES) means the legislated minimum standards set out in the Act.

Nurse includes Registered Nurses, Enrolled Nurses and Assistants in Nursing.

Nursing Care Employee means an Employee who falls within the classifications contained in Appendix 3 to this Agreement.

NSW LSL Act means the *Long Service Leave Act 1955* (NSW), as amended from time to time.

Ordinary rate of pay means the applicable hourly rate of pay set out in Appendix 1 for the classification in which the Employee works but excludes overtime, penalty rates, shift allowances, allowances provided by the Employer, bonuses or any other ancillary payments of a like nature.

Ordinary Time Earnings has the same meaning as defined in section 6(1) of the *Superannuation Guarantee (Administration) Act 1993* (Cth).

Permanent Employees are Employees employed on a full time or part time basis.

Service for the purpose of clause 9, Rates of Pay, Classification Structure, Past Experience, Progression and Regrading of this Agreement, means service of an Employee before or after the commencement of this Agreement in New South Wales or elsewhere as a Registered Nurse, plus any actual periods on and from 1 January 1971, during which a Registered Nurse undertook a prescribed geriatric, infants', midwifery, mothercraft or psychiatric training course, or attended a post-graduate course recognised by the Board whether in New South Wales or elsewhere; provided that in the case of service elsewhere than in New South Wales where the period of the prescribed course of training is less than the period of the prescribed course of training in New South Wales, the nurses shall serve a period after graduation equal to the difference between the period of the prescribed course elsewhere than in New South Wales and the period of the prescribed course in New South Wales before becoming entitled to be paid as a Registered Nurse, General Nurse, Geriatric Nurse, Infants' Nurse, Midwifery Nurse, Mothercraft Nurse or Psychiatric Nurse as the case may be.

Shift Worker means an Employee who is not a Day Worker as defined in this Agreement.

Superannuation Law means any requirement under the *Superannuation Industry (Supervision) Act 1993* (Cth), *Superannuation Industry (Supervision) Regulations 1994* (Cth), *Superannuation Guarantee (Administration) Act 1992* (Cth), *Superannuation Guarantee (Administration) Regulations 1993* (Cth), *Superannuation Guarantee Charge Act 1992* (Cth), and any other present or future legislation, regulations or ordinances which govern the imposition of the superannuation guarantee charge.

Union/s means the unions set out in clause 6 - Parties to this Agreement.

3.2 In this Agreement:

- (a) a reference to a gender will include the other gender;
- (b) the singular shall include the plural and the plural shall include the singular;
- (c) “including” and similar words or expressions are not words of limitation; and
- (d) headings are for convenience only and do not form part of the Agreement.

4 HOW THIS AGREEMENT RELATES TO AWARDS AND OTHER AGREEMENTS

4.1 This Agreement represents a consolidation of the wages and conditions of employment that apply to all Employees covered by the scope of this Agreement.

4.2 This Agreement constitutes the entirety of the terms of the agreement that exists between the parties and replaces any industrial instrument that may have previously applied to the Employees.

4.3 It is intended that this Agreement sets out all of the terms and conditions of employment of the Employees and they will not pursue any extra claims during the term of this Agreement.

5 LENGTH OF THE AGREEMENT

5.1 This Agreement will commence operating from 7 days after it is approved by the FWC and shall have a nominal expiry date of 30 September 2018. After the nominal expiry date, the Agreement will continue to operate until it is replaced by a new agreement or terminated in accordance with the Act.

5.2 The parties will use their best endeavours to commence negotiations for a replacement agreement no later than three (3) months before the nominal expiry date of this Agreement.

6 PARTIES TO THIS AGREEMENT

6.1 The parties covered by this Agreement are:

- (a) the Employer;
- (b) the Employees;
- (c) the New South Wales Nurses and Midwives’ Association (ABN: 63398164405)
- (d) the Australian Nursing and Midwifery Federation New South Wales Branch (ABN: 85726054782); and
- (e) the HSU New South Wales Branch (ABN: 93728534595).

6.2 The Unions have acted as bargaining representatives for the Employees and will be covered by this Agreement if written notice is provided to FWC in accordance with section 183 of the Act.

- 6.3 The Agreement does not apply to or cover employees employed by the Employer:
- (a) in the positions of State Manager, Regional Manager, Facility Manager, and Clinical Manager or like positions; and
 - (b) any other State or National office employee employed by the Employer in NSW.

7 CONSULTATION BETWEEN PARTIES

7.1 Consultation regarding major workplace change

- 7.1.1 Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on the Employees, the Employer must notify the Employees who may be affected by the proposed changes and their representatives, if any.
- 7.1.2 **Significant effects** include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required in the workforce; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the significant alteration of hours of work; the need for significant retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for a major change or alteration of any of these matters, that major change or alteration is deemed not to have a significant effect.
- 7.1.3 The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 7.1.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- 7.1.4 The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 7.1.1.
- 7.1.5 For the purposes of such discussion, the Employer must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees, provided that the Employer is not required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.
- 7.1.6 An Employee may appoint a representative for the purposes of consultation under this clause 7.1.

7.2 Consultation regarding roster change

- 7.2.1 Where the Employer proposes a change to an Employee's regular roster or ordinary hours of work, the Employer will:
- (a) notify the relevant Employee of the proposed change;
 - (b) discuss the introduction of the change with the relevant Employee;

- (c) provide information to the relevant Employee about the proposed change (for example, information about the nature of the change to the relevant Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- (d) invite the relevant Employee to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (e) consider any views given by the relevant Employee about the impact of the change

7.2.2 For the purposes of this clause 7.2, "relevant Employee" means any Employee who may be affected by a change referred to in clause 7.2.

7.2.3 The requirements under clause 7.2 do not apply where an Employee has irregular, sporadic or unpredictable working hours.

7.2.4 An Employee may appoint a representative for the purposes of consultation under this clause 7.2.

8 COMPLIANCE WITH THE NATIONAL EMPLOYMENT STANDARDS

8.1 The terms of this Agreement are subject to compliance with the National Employment Standards. Should any term of this Agreement be less favourable to the Employees than the National Employment Standards, the National Employment Standards will prevail over the term of this Agreement to the extent that the term is less favourable.

9 RATES OF PAY, CLASSIFICATION STRUCTURE, PAST EXPERIENCE, PROGRESSION AND REGRADING

9.1 The ordinary rates of pay and classifications for Employees covered by this Agreement are set out in Tables 1 and 2 of Appendix 1 and Appendices 2 and 3 of this Agreement.

Recognition of Service and Experience

9.2 From the time of commencement of employment an Employee has three months in which to provide documentary evidence to the Employer detailing any other relevant service or experience not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration.

9.3 Until such time as the Employee furnishes any such documentation contemplated in subclause 9.2, the Employer shall pay the Employee at the classification level for which proof has been provided.

9.4 If within three months of commencing employment an Employee does provide documentary evidence of other previous relevant service or experience not disclosed at the time of commencement, the Employer shall pay the Employee at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.

9.5 If an Employee provides documentary evidence of other previous relevant service or experience not disclosed at the time of commencement after the said three month

period, the Employee shall be paid a rate appropriate for the previous relevant service or experience then proved, but only from the date of providing that evidence to the Employer.

- 9.6 An Employee who is working in the same classification for more than one organisation shall notify the Employer within one month of the end of each quarter of their hours worked with those other employers in the last quarter.
- 9.7 An Employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide proof of that entitlement within three months of that entitlement arising. If that proof is so provided, the Employee shall be paid at the higher rate as and from the date they were entitled to progress to the next year of service or experience. If the proof is provided outside that three-month period, the Employee shall be paid at the higher rate only from the date that proof is provided.
- 9.8 A Registered or Enrolled Nurse who has trained outside New South Wales shall be paid as a Registered Nurse or Enrolled Nurse as from the date she or he notifies the Employer in writing that she or he is eligible for registration or enrolment as a Registered Nurse or Enrolled Nurse; provided that she or he makes application for registration within seven days after being so notified that she or he is eligible for registration.
- 9.9 For the purpose of yearly progression based on service and experience an Employee must complete 1976 hours of work.

Re-grading (Aged Care Employee Classifications only)

- 9.10 Where the nature of the work undertaken by an Employee changes, such that the majority of the work regularly performed by the Employee is work of a type normally associated with a higher classification and has been performed by the Employee for a period of at least 12 months, the Employee may apply to have their position re-graded to the higher classification.
- 9.11 An application for re-grading by an Employee must be made to the Facility Manager in writing.
- 9.12 The Employer will respond to the request in writing within a reasonable timeframe, and where possible no less than one month after receiving the written request, indicating whether the application is approved or denied.
- 9.13 Changes in work by themselves may not lead to a change in an Employee's substantive classification and simply performing more work at the same classification or different work at the same classification would not qualify for re-grading.
- 9.14 Factors with a bearing on the Employer's decision to re-grade a position may include (but will not be limited to) whether the changes:
- (a) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification; and/or
 - (b) are permanent or temporary.

10 WAGE INCREASES

- 10.1 The current ordinary rates of pay set out in Tables 1 and 2 of Appendix 1 (and the corresponding minimum weekly wages), are the rates of pay applicable to the Employees as at the date of approval of this Agreement by the FWC (**Approval Date**).
- 10.2 The ordinary rates of pay (and corresponding weekly rates) specified as effective 1 October 2015 in Tables 1 and 2 of Appendix 1 will operate on and from the first full pay period following the Approval Date.
- 10.3 From the first full pay period after the Approval Date, each Employee will be back-paid the difference between the ordinary rate of pay referred to in clause 10.2 and the Employee's ordinary rate of pay immediately prior to the Approval Date for the period from the first full pay period on or after 1 October 2015 to the Approval Date.
- 10.4 The Employees will be entitled to wage increases during the life of this Agreement in accordance with Tables 1 and 2 of Appendix 1 (as applicable to the Employee).
- 10.5 Any wage increases in addition to those set out in this Agreement shall be at the discretion of the Employer, unless the ordinary rates of pay fall below the minimum rate of pay in the *Aged Care Award 2010* or the *Nurses Award 2010* (as applicable).

Minimum ordinary rates of pay and minimum weekly wages

- 10.6 The parties acknowledge that during the previous enterprise agreement negotiations, agreement was reached in relation to minimum rates of pay that:
- (a) the minimum weekly wages (and corresponding ordinary rates of pay) which were set out in Table 1 of Appendix 1 of the previous enterprise agreement were at least 1.92% higher than applicable minimum transitional rates of pay under the modern awards which covered the Employees' employment; and
 - (b) the minimum weekly wages for the Nursing Classifications which were set out in Table 1 of Appendix 1 of the previous enterprise agreement were inclusive of a 1.92% buyout of:
 - (i) one week's annual leave for Employees classified as Nurses; and
 - (ii) a double time and a half payment for work on public holidays for all Aged Care Employees.

11 EMPLOYMENT STATUS

Full Time Employee

- 11.1 A full time Employee is an Employee engaged to work an average of 76 ordinary hours per fortnight.
- 11.2 All full-time Employees, at the time of employment, shall be issued with a written statement clearly indicating their type of employment.
- 11.3 In addition to their ordinary hours of work, an Employee may be required to work reasonable additional hours in accordance with the overtime provisions of this Agreement.

Part Time Employee

- 11.4 A part-time Employee is one who is engaged as such and who is permanently appointed to work for a specified number of hours, which are less than those prescribed for a full-time Employee.
- 11.5 All part-time Employees, at the time of engagement shall be issued with a written statement indicating the minimum number of ordinary hours per fortnight that the Employee is required to work.
- 11.6 A part time Employee will receive the same terms and conditions paid on a pro rata basis to that of a full time Employee.
- 11.7 At the request of a part-time Employee, the ordinary hours worked by the part-time Employee may be reviewed annually. Where the part-time Employee is regularly working more than their minimum contracted ordinary hours (as set out in clause 11.5) then the Employee's ordinary contracted hours may be adjusted by the Employer, to reflect the hours regularly worked by the Employee.
- 11.8 Additional hours worked by a part time Employee in the following circumstances will not be incorporated into any adjustment of the part time Employee's ordinary hours in accordance with clause 11.7:
- (a) an increase in hours of work as a direct result of the Employee working additional hours to cover the absence of another Employee who is absent on leave, such as for example, annual leave, long service leave, parental leave, or workers compensation; and/or
 - (b) a temporary increase in hours due to extraordinary circumstances, for example, to meet the specific needs of a resident or client over a particular period.
- 11.9 Any adjustment to a part time Employee's contracted hours resulting from a review undertaken in accordance with subclauses 11.7 and 11.8 should, however, be reflective of and is subject to the roster cycles and shift configurations utilised at the workplace.
- 11.10 In the six months following the commencement of this Agreement the Employer will write to Employees identified as working more than their guaranteed minimum number of hours, as determined in this clause, and invite the Employees to make an application for an increase in their contracted hours.
- 11.11 Occasionally a part-time Employee may agree to work additional ordinary hours over and above their ordinary rostered shift length up to a maximum of 10 hours on any one day. Provided those additional hours are within the ordinary 76 hours per fortnight these approved additional shifts shall be paid at the Employee's ordinary rate of pay. Any request to work additional ordinary hours will be subject to the following:
- (a) The Employer shall take into account occupational health and safety considerations, the rest and recreational needs of Employees and the operational requirements of the facility in the approval of such a request.
 - (b) Clause 16 (Overtime) will not apply to these occasionally worked additional ordinary hours worked under this sub-clause which are less than 10 hours in any one day.

Casual Employees

- 11.12 A casual Employee is one who is engaged as such on an hourly basis otherwise than as a full-time Employee or a part-time Employee and who has no guarantee of ongoing or continued work.
- 11.13 A casual Employee will be paid a casual loading of 25.0% from the commencement of this Agreement in addition to their applicable ordinary rate of pay.
- 11.14 Where a casual Employee is employed on a shift that attracts penalties, weekend or other loadings as set out in this Agreement, these loadings and penalties will be calculated on the ordinary rate of pay (exclusive of casual loading). Penalty rates and shift allowances shall be calculated separately on the ordinary rate of pay and then added together. One rate shall not be compounded by the other. Once the loaded rate is calculated, the casual loading (calculated on the ordinary rate of pay) will be applied.
- 11.15 Casual Employees are not entitled to annual leave, paid personal leave, paid compassionate leave and Redundancy Pay. However, casual Employees engaged on a regular and systematic basis will be entitled to be paid at overtime rates in accordance with clause 16 where at the direction of the Employer the Employee works more than 10 hours on any one day or in excess of 76 hours per fortnight.
- 11.16 Casual Employees will be entitled to long service leave in accordance with the NSW LSL Act.
- 11.17 Casual Employees will have superannuation contributions made on their behalf in accordance with the Superannuation Law. As at the date of this Agreement, casual Employees will have superannuation contributed on their behalf where they are paid over \$450 per month and meet any other applicable statutory requirements.

Casual Conversion

- 11.18 A casual Employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
- (a) on a full-time contract where the Employee has worked on a full-time basis throughout the period of casual employment; or
 - (b) on a part-time contract where the Employee has worked on a part-time basis throughout the period of casual employment.
- 11.19 Such contract would be on the basis of the same number of hours as previously worked by the Employee during their period of casual employment, unless other arrangements are agreed between the Employer and the Employee.
- 11.20 The Employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
- 11.21 Casual conversion will not apply where a casual Employee has covered absences of permanent staff that are expected to return to work.
- 11.22 In the six months following the commencement of this Agreement the Employer will write to each casual Employee identified as being rostered on a regular and

systematic basis, as determined in this clause, inviting the Employee to make an application for permanent employment.

Fixed Term Employees

- 11.23 A fixed term Employee is one who is employed both for a specific special purpose and specific period not exceeding six months, or in the case of a parental leave replacement Employee, the duration of the period of parental leave taken by the Employee being replaced.
- 11.24 In addition to all rates and allowances to which a fixed term Employee is entitled under this Agreement, an allowance equal to 10% of the ordinary rate of pay prescribed for the Employee's classification shall be payable for the first 13 weeks of the Employee's employment.
- 11.25 If the Employee is employed as a fixed term Employee pursuant to this clause and then re-engaged within 8 weeks of the end of the fixed term the Employee shall be deemed to have originally been employed under subclauses 11.1 or 11.4 herein.

12 HOURS OF WORK

- 12.1 Ordinary hours shall be arranged by the Employer to meet the operational requirements of the business. However, ordinary hours shall not exceed an average of 76 in a fortnight.

Breaks Between Shifts

- 12.2 The normal break between ordinary rostered shifts for all Employees shall be 10 hours. However by mutual agreement a minimum break of 8 hours between ordinary rostered shifts, other than broken shifts, on successive days can apply.

Days Off in a Roster Cycle

- 12.3 An Employee shall be entitled to not less than four full days in each fortnight free from duty or two full days in each week free from duty and such rostered days off shall where practical include from midnight to midnight and should provide one of the following combinations:

- (a) two periods comprising two (2) days each,
- (b) three (3) consecutive days and one (1) stand alone day,
- (c) one period of 4 consecutive days,

provided that any one of these combinations may be amended to two (2) single days each week by mutual agreement.

Minimum Hours per Shift

- 12.4 The minimum number of ordinary hours per shift will be three (3) except where the Employee is required to attend compulsory paid training required for accreditation purposes in which case the minimum number of hours will be one (1) per occasion, paid at the Employee's ordinary rate of pay.

Maximum Hours per Shift

- 12.5 The maximum number of ordinary hours for rostered shifts will be as follows:
- (a) morning and afternoons up to a maximum of 9 hours; and
 - (b) night shifts a maximum of 10 hours.
- 12.6 The maximum ordinary shift length is 10 hours. Any hours worked by an Employee beyond 10 hours in any one shift shall be paid at overtime rates of pay.

Broken Shifts

- 12.7 Broken shifts can only be worked by mutual agreement between the Employer and Employee. An Employee can withdraw agreement to work broken shifts with seven days' notice. Refer to allowance outlined in Appendix 1 Table 3 Item 17, and Appendix 1 Table 4 Item 1.
- 12.8 Ordinary hours of work on any one shift will be continuous. Notwithstanding this, broken shifts may only be worked over a maximum spread of 12 hours.
- 12.9 While broken shifts may be worked over a maximum spread of 12 hours, the total hours worked by the Employee shall not to be more than 8 hours over 2 duty periods.

Additional accrued days off (ADOs)

- 12.10 Any hours accrued as ADOs prior to the commencement of this Agreement will remain in an Employee's leave balance until taken at a time mutually agreed between the Employee and the Employer.
- 12.11 A system of ADOs may operate for full time Employees by agreement between the Employer and Employee(s) concerned as follows:
- (a) Full time Employees working in accordance with the ADO system will be required to work an average of 152 ordinary hours in a 4 week cycle with time off accruing toward one additional day off per 4 week cycle.
 - (b) Employees receiving ADOs will be paid on a fortnightly basis a wage calculated by multiplying the ordinary rate of pay by 76.
 - (c) Accrued time off shall otherwise be taken at a time or times agreed between the Employer and the Employee.
- 12.12 A system of accrued time off does not apply to part-time or casual Employees.
- 12.13 The Employer may review the ADO system at any time and where it is found to be adversely affecting the operations of the business the Employer will consult with the affected Employee and after such consultation, advise the Employee of the cessation of the ADO system with 4 weeks' notice in writing. At the cessation of the ADO system, the Employee will be paid all ADOs accrued at that time. ADOs shall be paid at ordinary rate of pay.

Cashing in and payment of ADOs on termination of employment

- 12.14 An Employee may at any time, by written agreement with the Employer, be paid for any or all of the ADOs standing to the Employee's credit in lieu of taking the time off.

12.15 An Employee shall be paid at their ordinary rate of pay for any untaken ADOs on termination of their employment.

12.16 Payment under this subclause shall be on an 'hour for hour' basis.

13 ROSTERS

13.1 Rostering is subject to the service delivery needs of each of the Employer's facilities. The Employer will attempt to post a fortnightly roster within 14 days and not less than 10 days prior to the commencement of each roster period.

13.2 In cases of emergency, changes may be made to the roster within 48 hours prior to the rostered shifts. In such cases the Employer will contact the affected Employee immediately after the necessity arises prior to making the roster change. Employees shall not be financially disadvantaged if the Employer is unable to make contact with the Employee and roster changes must be implemented.

13.3 A roster may be altered at any time so as to enable the service of the organisation to be carried on where another Employee is absent from duty on account of illness or in an emergency. Where such alteration involves an Employee being requested to work on a day which would have been the Employee's rostered day off, such Employee may elect to be paid at overtime rates or have a day off in lieu which shall be arranged at a time mutually convenient to the Employer and Employee.

13.4 Sub-clause 13.3 shall not apply where the only change to the roster of a part-time Employee is the mutually agreed addition of extra hours to be worked such that the part-time Employee still has two rostered days off in that week or four rostered days off in that fortnight, as the case may be.

13.5 Where an Employee requests and the Employer agrees, changes may be made to the roster at any time, including but not limited to, working additional hours or shifts. Any additional hours requested by the Employee will be paid at their ordinary rate of pay, subject to the provisions of the overtime clause.

13.6 The Employer must provide 2 weeks' notice to all part time Employees of any reduction in working hours. Provided that, the number of hours provided by the Employer shall not fall below the minimum hours specified in the statement required under subclause 11.5.

Additional Shifts

13.7 The Employer has the right to manage staff rosters and additional hours. Where appropriate the Employer will consider its permanent workforce in relation to additional hours however has the right to offer additional hours to casual Employees where the Employer deems it appropriate.

13.8 If there is an issue arising individually or collectively regarding the roster the Employee/s are encouraged to raise the issue at the workplace level.

14 MEAL BREAKS AND REST PAUSES

Meal Breaks

14.1 Where an Employee is rostered to work a shift of greater than 5 hours, the Employee will be entitled to an unpaid meal break of between 30 and 60 minutes duration.

- 14.2 The meal break may be taken at a time mutually agreed between the Employee and Employer.
- 14.3 Where an Employee is required to remain on premises and be available during their meal break, the meal break shall be paid at ordinary time and be counted as time worked. Such paid meal breaks must be authorised by the shift supervisor.
- 14.4 Notwithstanding the provisions of sub-clause 14.1 an Employee required to work in excess of 10 hours shall be entitled to a 60-minute meal break. Such time shall be taken as either two thirty-minute meal breaks or one 60-minute meal break, subject to agreement between the Employer and Employee.
- 14.5 An Employee who is required to work overtime for more than two hours shall, at the option of the Employer, be supplied with a meal or shall be paid, as the case may be:
- (a) the amount for breakfast set out in Item 8 of Table 3 or Item 2 of Table 4 of Appendix 1 to this Agreement (as applicable to the classification in which the Employee is employed);
 - (b) the amount for lunch set out in Item 9 of Table 3 or Item 3 of Table 4 of Appendix 1 to this Agreement (as applicable to the classification in which the Employee is employed);
 - (c) the amount for the evening meal set out in Item 10 of Table 3 and Item 4 of Table 4 of Appendix 1 to this Agreement (as applicable to the classification in which the Employee is employed).

Rest Pauses

- 14.6 Employees will be entitled to a rest pause of 10 minutes duration within each period of 4 ordinary hours of work at a time to be agreed between the Employer and the Employee.
- 14.7 Where an Employee works a shift of greater than 8 hours, by mutual agreement the Employer and the Employee may decide to combine two rest pauses into one 20 minute rest pause.
- 14.8 Rest pauses will be counted as time worked.

15 HIGHER GRADE DUTIES

- 15.1 Where an Employee is required to perform higher duties above their appointed classification for a period of greater than two hours, the Employee will be paid at the higher classification for all completed hours worked at the higher classification on that shift. Higher grade duties must be authorised by the relevant authorised management representative.

16 OVERTIME

- 16.1 Overtime will occur where an Employee is requested by the Employer to work:
- (a) in excess 76 hours per fortnight; or

- (b) in excess of the ordinary full-time rostered shift length for the shift that the Employee is rostered to work (a maximum of 9 hours for morning and afternoon shifts and a maximum of 10 hours on night duty).
- 16.2 Overtime will only be paid at overtime rates of pay set out in this clause if, before starting overtime, the overtime has been approved by management of the Employer or an authorised management representative of the Employer.
- 16.3 All overtime paid in accordance with this clause is calculated according to an Employee's ordinary rate of pay.
- 16.4 Overtime worked in the situations outlined in clause 16.1 will be paid as follows:
 - (a) Monday to Saturday will be paid at the rate of one and a half times the ordinary rate of pay for the first two hours and two times the ordinary rate of pay thereafter.
 - (b) All overtime worked on Sundays will be at the rate of two times the ordinary rate of pay.
 - (c) All overtime worked on public holidays will be at the rate of two and a half times the ordinary rate of pay.
- 16.5 For the avoidance of doubt, any additional hours worked by a part-time Employee and by mutual agreement in accordance with clause 11.11 of this Agreement will not attract overtime in accordance with this clause 16 and will be paid at the Employee's ordinary rate of pay.
- 16.6 With the exception of Employees working broken shifts, Employees who are recalled to work overtime after leaving the Employer's place of work shall be paid a minimum of four hours at the applicable overtime rate for the period of time so recalled. Provided that, except in unforeseen circumstances, an Employee shall not be required to work the full four hours if the tasks they were recalled to perform are completed within a shorter period.
- 16.7 An Employee recalled to work overtime pursuant to sub-clause 16.6 shall be reimbursed reasonable travel expenses incurred in respect of the recall to work. Provided that where an Employee elects to use their own vehicle the Employee shall be paid the per kilometre allowance set out in Item 7 of Table 3 and Item 8 of Table 4 of Appendix 1 to this Agreement.
- 16.8 For the purposes of assessing overtime, each day shall stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- 16.9 Subject to clause 11.11, all time worked by permanent part time Employees in excess of the hours prescribed in clause 12.6 of this Agreement shall be paid for at overtime rates.
- 16.10 Where an Employee works without receiving a break in accordance with subclause 12.3, the Employee will be paid at overtime rates until they have received a break as required by subclause 12.3.

17 SHIFT PENALTIES

- 17.1 Where an Employee's ordinary shift commences at or after 12 noon and before 6 am, the Employee will be paid a penalty of 15% to be calculated according to the Employee's ordinary rate of pay.
- 17.2 If an Employee is engaged as a casual Employee this penalty will be paid in addition to the applicable casual loading, calculated in accordance with clause 11.14.

18 WEEKEND PENALTIES

Saturday Shift Penalty

- 18.1 All ordinary hours worked between midnight Friday and midnight Saturday will be paid at the rate of one and a half times the ordinary rate of pay.

Sunday Shift Penalty

- 18.2 All ordinary hours worked between midnight Saturday and midnight Sunday will be paid at the rate of one and three quarter times the ordinary rate of pay.

19 CALCULATION OF PENALTIES

- 19.1 Where an Employee works hours which would entitle the Employee to payment of more than one of the penalties payable in accordance with:

- (a) Clause 16 - Overtime;
- (b) Clause 17 - Shift Penalties,
- (c) Clause 18 - Weekend Penalties, and
- (d) Clause 27 - Public Holidays,

only the highest of any such penalty shall be payable, except in the case of casual Employees who shall be paid in accordance with clause 11.14. For casual Employees, penalty payments and shift allowances shall be calculated separately on the ordinary rate of pay and then added together. One rate shall not be compounded by the other.

20 UNIFORMS

- 20.1 The Employer will provide Employees with adequate number of Employer uniforms and it is compulsory for all Employees to wear the Employer's uniform when performing their duties.

21 LAUNDRY ALLOWANCES

- 21.1 From the commencement of the Agreement, all Employees will be entitled to a laundry allowance of \$0.355 per shift or part thereof on duty or \$1.54 per week, whichever is the lesser amount. This allowance is not payable while an Employee is taking a period of annual or long service leave. (Refer Item 11 of Table 3 and Item 13 of Table 4 of Appendix 1 to this Agreement).

22 OTHER ALLOWANCES

In Charge Allowance

- 22.1 A Registered nurse employed under this Agreement and who, at the commencement of this Agreement, was in receipt of the In Charge allowance for being in charge during the day, evening or night will continue to be paid the allowance for all shifts worked in charge of the facility as set out in Item 1 (for less than 100 beds) or Item 2 (for 100 or more beds) of Table 3 of Appendix 1 to this Agreement and the per shift allowance set out in Item 3 of Table 3 of Appendix 1 to this Agreement for the duration of their employment.
- 22.2 A Registered Nurse who is designated to be in charge of a shift in a section of a residential aged care facility operated by the Employer shall be paid in addition to the Employee's ordinary rate of pay or minimum wage (as the case may be), the per shift allowance set out in Item 3 of Table 3 of Appendix 1 to this Agreement.
- 22.3 This clause shall not apply to a Registered Nurse employed by Regis after the commencement of this agreement.

Work of a dirty or offensive nature (Aged Care Employees)

- 22.4 Employees engaged in work of an unusually dirty or offensive nature having regard to the duty normally performed by the Employees in that classification will be entitled to the allowances set out in Item 14 of Table 4 of Appendix 1 to this Agreement.

Nauseous Linen Allowance (Aged Care Employees)

- 22.5 In addition to their ordinary rate of pay, Employees shall be paid the allowance per hour or part thereof as set out in Item 7 of Table 4 of Appendix 1, for all time engaged in handling linen of a nauseous nature which is not contained in sealed linen bags.

Travel Time

- 22.6 An Employee sent to work to a place other than the Employee's regular place of work shall be paid for all excess travelling time at the Employee's ordinary rate of pay and reimbursed excess travelling expenses.

Vehicle/Travelling Allowance

- 22.7 Where an Employee is requested by the Employer and agrees to use the Employee's private vehicle in the performance of their duties, the Employee shall be paid the per kilometre allowance set out in Item 7 of Table 3 or Item 8 of Table 4 of Appendix 1 to this Agreement, excluding travel to and from the Employee's home to the first place of work and return to home at the end of the Employee's duties.
- 22.8 Where an Employee is required to use public transport for travel on official business such Employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the Employee's home to the first place of work and return to home at the cessation of their duties.
- 22.9 No payment shall be made under sub clauses 22.7 and 22.8 unless the Employer is satisfied that the Employee has incurred expenditure for such travel.

On Call Allowance

- 22.10 Except in circumstances outlined in subclause 22.11, an Employee who agrees to be on call, that is, the Employee agrees to make themselves ready and available to return to work at short notice whilst off duty, shall be paid the allowance, for each period of 24 hours or part thereof spent on call, set out in Item 4 of Table 3 and Item 6 of Table 4 of Appendix 1 to this Agreement.
- 22.11 An Employee who agrees to be on call, that is, the Employee agrees to make themselves ready and available to return to work at short notice whilst on rostered days off, shall be paid the allowance, for each period of 24 hours or part thereof, set out in Item 5 of Table 3 of Appendix 1 to this Agreement.
- 22.12 An Employee who is directed to remain on call during a meal break shall be paid the meal break allowance set out in Item 6 of Table 3 of Appendix 1 to this Agreement, provided that no allowance shall be paid if, during a period of 24 hours, including such period of on call, the Employee is entitled to receive the allowance prescribed in sub-clauses 22.10 or 22.11.
- 22.13 Where an Employee on call in accordance with sub-clauses 22.10 or 22.11, leaves the residential aged care facility and is recalled to duty, she or he shall be reimbursed all reasonable fares and expenses actually incurred. Where in these circumstances the Employee elects to use their own vehicle, the Employee shall be paid the per kilometre allowance set out in Item 7 of Table 3 or Item 8 of Table 4 of Appendix 1 to this Agreement.

Broken Shift Allowance

- 22.14 Where an Employee is required to work a broken shift as set out in clause 12.7, they will be entitled to broken shift allowances as follows:
- (a) Nursing Care Employees: Item 17 of Table 3 of Appendix 1 to this Agreement.
 - (b) Aged Care Employees: Item 1 of Table 4 of Appendix 1 to this Agreement.

Leading Hand Allowances

- 22.15 A Leading Hand is an Employee who is placed in charge of not less than two other Employees of a substantially similar classification, but does not include any Employee whose classification denotes supervisory responsibility.
- 22.16 An Employee appointed to the position of Leading Hand by the Employer will be entitled to the applicable allowances set out in Items 9 to 12 of Table 4 of Appendix 1 to this Agreement, based on the number of Employees they are in charge of.

Continuing Education Allowance

- 22.17 A Registered Nurse or Enrolled Nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.
- 22.18 The qualification must be accepted by the Employer to be directly relevant to the competency and skills used by the Employee in the duties of the position.

- 22.19 The allowance is not payable to Clinical Managers or Facility Manager unless it can be demonstrated to the satisfaction of the Employer that more than fifty per cent of the Employee's time is spent doing clinical work.
- 22.20 The allowance is not payable to Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.
- 22.21 A Registered Nurse or Enrolled Nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- 22.22 The Employee claiming entitlement to a continuing education allowance must provide evidence to the Employer that they hold that qualification.
- 22.23 A Registered Nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the Employer to be directly relevant to the competency and skills used by the Registered Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 13 of Table 3 of Appendix 1 to this Agreement.
- 22.24 A Registered Nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the Employer to be directly relevant to the competency and skills used by the Registered Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 14 of Table 3 of Appendix 1 to this Agreement.
- 22.25 A Registered Nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by the Employer to be directly relevant to the competency and skills used by the Registered Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 15 of Table 3 of Appendix 1 to this Agreement.
- 22.26 An Enrolled Nurse who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the Employer to be directly relevant to the competency and skills used by the Enrolled Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 16 of Table 3 of Appendix 1 to this Agreement.
- 22.27 For the avoidance of doubt, the allowances set out in this subclause are not included in the Employee's ordinary rate of pay.
- 22.28 A Registered Nurse or Enrolled Nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.
- 22.29 The rates for the allowances provided by this subclause shall be adjusted in accordance with increases in other wage-related allowances contained in this Agreement.

Medication Administration Allowance

- 22.30 From the date of approval of this Agreement, Assistants In Nursing specifically designated to be working on a medication administration shift on the Facility roster shall be paid an additional allowance of \$1.00 per hour for all hours worked on this shift. This would normally be restricted to one or two Assistants in Nursing in each

Facility on each shift, as operationally required. Where Assistants in Nursing are required to both administer medications as well as provide normal activities of daily living to their allocated residents they will be paid an additional allowance of \$1.00 per hour for a minimum of four hours for each shift worked in which they administer medications.

- 22.31 All Employees able to assume the responsibility of this role must have and must maintain their annual medication competency at all times in accordance with the terms of the Employer's policy.

23 ANNUAL LEAVE

- 23.1 The following annual leave provisions shall apply to all permanent Employees on or after the commencement of this Agreement.

Accrual

- 23.2 The following entitlements to annual leave apply:

- (a) Full-time Employees are entitled to four (4) weeks annual leave for each year of service (152 hours per year). Part-time Employees accrue annual leave as a pro-rata amount of the full time entitlement to four (4) weeks annual leave for each year of service, based on the actual hours worked by the Employee for each year of service with the Employer.
- (b) All full time Employees who are employed as shiftworkers are entitled to an additional week of annual leave to the entitlement set out in clause 23.2(a). For the purposes of this clause, a **'shiftworker'** is defined as an Employee who is regularly rostered over seven days of the week and regularly works on 10 weekends over a 12 month period.
- (c) An Employee's entitlement to paid annual leave accrues progressively during a year of service according to an Employee's ordinary hours of work and accumulates from year to year.

Taking of Annual Leave

- 23.3 An Employee is entitled to take an amount of annual leave during a particular period if:
- (a) at least that amount of annual leave is credited to the Employee; and
 - (b) the Employer has authorised the Employee to take the annual leave during that period.
- 23.4 The taking of annual leave is subject to the operational requirements of the workplace and shall be taken at a time to suit the operations of the aged care facility in which an Employee works.
- 23.5 In exercising its discretion to approve or refuse a request to take a period of annual leave, the administration of the Employer shall give consideration to the preferences and circumstances of the Employee. The Employer shall not unreasonably withhold or revoke approval of annual leave.

23.6 Unless otherwise agreed between the Employer and an Employee, an Employee must apply for a period of annual leave in writing at least 4 weeks' prior to the date on which they intend to take the period of annual leave.

Direction to take annual leave

23.7 An Employee may be directed to take annual leave upon 4 weeks' notice where:

- (a) the Employer shuts down the part of the business in which the Employee works (for example, the reception or administration office over the Christmas/New Year period). The maximum period of annual leave that the Employer can direct an Employee to take during such a shutdown is 2 weeks;
- (b) an Employee has more than 6 weeks' annual leave accrued, in which case the Employer may direct the Employee to take an amount of annual leave to reduce the Employee's accrued annual leave balance to 6 weeks.

23.8 By agreement of the Employer annual leave may be taken in advance of it having accrued. In such a case the advance payment for leave granted in advance shall be offset against any future accrual or against any monies otherwise payable to the Employee on termination of employment.

Rate of pay and leave loading

23.9 Employees will be paid at their ordinary rate of pay during a period of annual leave and in addition, either:

- (a) annual leave loading of:
 - (i) 17.5% of the Employee's ordinary rate of pay for 4 weeks annual leave for those Employees entitled to 4 weeks annual leave per year of service; or
 - (ii) 14% of the Employee's ordinary rate of pay for 5 weeks annual leave for those Employees entitled to 5 weeks' annual leave per year of service; or
- (b) the shift and weekend penalties the Employee would have received had they not been on annual leave;

whichever is the greater.

23.10 No annual leave loading is payable in accordance with clause 23.9 where the annual leave is taken wholly or partly in advance, provided however, that if the employment of such an Employee continues until their next anniversary date, the loading then becomes payable.

23.11 For the purposes of subclause 23.9(b), if it is not possible to calculate the shift and weekend penalties which the Employee would have received, a calculation shall be made based upon the payments made to the Employee in the twelve weeks prior to taking the leave.

23.12 For the avoidance of doubt, where the employment of an Employee is terminated, annual leave loading is payable on termination.

Cashing out of Annual Leave

- 23.13 An Employee may “cash out” an amount of annual leave credited to the Employee (in lieu of taking the amount of annual leave) subject to the following:
- (a) paid annual leave must not be cashed out if the cashing out would result in the Employee’s remaining accrued entitlement to annual leave being less than 4 weeks; and
 - (b) each cashing out of a particular amount of annual leave must be by a separate agreement in writing between the Employer and the Employee; and
 - (c) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

Annual Leave and Service

- 23.14 A period of annual leave does not break an Employee’s continuity of service and annual leave counts as service for all purposes.

24 LONG SERVICE LEAVE

Amount of leave

- 24.1 An Employee’s entitlement to long service leave shall be in accordance with the provisions of this Agreement and the NSW LSL Act provided that should there be any inconsistency between that legislation and the provisions of this Agreement, the provisions of this Agreement shall prevail to the extent the Agreement entitles Employees to long service leave in excess of the Employees’ entitlement to long service leave under the NSW LSL Act.
- 24.2 From approval of this Agreement the amount of long service leave to which an Employee shall be entitled to will be as follows:
- (a) Employees will be entitled to 13 weeks of paid long service leave after 10 years of continuous service with the Employer.
 - (b) In respect of each completed 5 years’ continuous service with the Employer since the Employee last became entitled to long service leave, an Employee will be entitled to 6.5 weeks paid long service leave.
 - (c) On the termination of an Employee’s employment, or the Employee’s death, in respect of the number of years of service with the Employer completed since the Employee last became entitled to an amount of long service leave, a proportionate amount of long service leave calculated on the basis of 13 weeks for 10 years’ service.
 - (d) Where an Employee dies and any long service leave to which the Employee was entitled has not been taken, or accrued upon termination of the services of the Employee by reason of the Employee’s death and has not been taken, the Employer shall, upon request by the Employee’s personal representative, pay to the Employee Estate in full the ordinary pay that would have been payable to the Employee in respect of long service leave less any amount already paid to the Employee in respect of that leave.

- (e) For the sake of clarity original commencement date of employment applies for the purpose of calculating an Employee's long service leave entitlements.

Entitlement on termination

- 24.3 An Employee will be paid a proportionate amount of long service leave upon termination of employment in accordance with the provisions of the NSW LSL Act, save that the proportionate amount of long service leave will be calculated on the basis of 13 weeks long service leave for 10 years of continuous service.

All other conditions relating to Long Service Leave

- 24.4 For all other conditions relating to long service leave Employees should refer to the NSW LSL Act.

25 PERSONAL LEAVE

General

- 25.1 The following provisions are subject to, the full terms the personal leave provisions set out in the Act.
- 25.2 An Employee may take personal leave if the leave is taken:
 - (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
 - (b) to provide care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member

Notification of personal leave

- 25.3 An Employee must give the Employer notice of their intention to take personal leave as soon as practicable. Ideally and to the extent reasonably practicable, this notice should be at least two hours before the commencement of the Employee's shift.

Paid/Unpaid Personal Leave

- 25.4 The provisions of this clause apply to full-time and part-time Employees only (unless stated otherwise) with the exception of subclause 25.8, which applies to casual Employees.
- 25.5 Full time Employees are entitled to 10 days paid personal leave for each year of continuous service with the Employer. Part time Employees accrue paid personal leave as a pro rata amount of the full time entitlement, calculated according to their ordinary hours of work. An Employee's entitlement to paid personal leave accrues progressively during a year of service with the Employer.
- 25.6 The balance of paid personal leave entitlements which have not been taken in any year shall be cumulative from year to year.

- 25.7 Where a Permanent Employee has exhausted all accrued paid personal leave entitlements, the Employee is entitled to 2 days unpaid carer's leave for each permissible occasion the Employee would otherwise have been entitled to paid carer's leave. For each permissible occasion, the Employee shall take the unpaid carer's leave as either:
- (a) a single, unbroken, period of up to 2 days; or
 - (b) any separate periods to which the Employer and Employee agree.
- 25.8 Casual Employees will be entitled to two days unpaid carer's leave per permissible occasion. This carer's leave may be taken in a period of 2 days or such other separate periods agreed between the Employer and Employee.
- 25.9 In the event an Employee takes personal leave, whether paid or unpaid, they are required to provide the following evidence in support of their absence:
- (a) Where an Employee takes up to three single absences per year, they are not required to provide any documentary evidence.
 - (b) Where an Employee takes between three and six single absences per year the Employee is required to provide the Employer with a statutory declaration or medical certificate for each absence.
 - (c) Where an Employee takes in excess of six single absences per year the Employee must provide the Employer with a medical certificate.
 - (d) Where an Employee is absent for two or more consecutive days they are required to provide the Employer with a medical certificate.
- 25.10 When taking leave to care for members of their Immediate Family or household who require care due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
- 25.11 An Employee who is eligible for personal leave and who produces a satisfactory medical certificate to the effect that the Employee has been incapacitated for a period while on annual leave or long service leave, the Employer may recredit such Employee with an equivalent period of annual leave or long service leave, provided that the Employer is satisfied on the circumstances and the nature of the incapacity.

26 COMPASSIONATE LEAVE

- 26.1 Permanent Employees are entitled to up to 2 days paid compassionate leave and casual Employees are entitled to up to 2 days unpaid compassionate leave (whether taken together or separately) for each occasion when a member of the Employee's Immediate Family or a member of the Employee's household:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.

- 26.2 In circumstances where the Employee is involved in extensive and overnight travel and/or is responsible for funeral arrangements, they may be allowed up to 3 days paid compassionate leave at their Manager's direction.
- 26.3 An Employee will only be granted compassionate leave if the Employee provides the Employer with reasonable evidence, such as a medical certificate stating that the condition is life threatening or there is a death.
- 26.4 An Employee may make application for additional unpaid compassionate leave. The decision to grant additional unpaid compassionate leave is at management's discretion. Additional unpaid compassionate leave will not be unreasonably refused.

27 FAMILY VIOLENCE AND WORK

- 27.1 The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.
- 27.2 The Employer where appropriate, may when requested, facilitate flexible working arrangements subject to operational requirements.
- 27.3 Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Family Violence Support Service or a Lawyer.
- 27.4 An Employee experiencing family violence may have access to paid personal leave or annual leave for medical appointments, legal proceedings and other activities related to family. The entitlement is subject to approval by the relevant Manager.

28 PUBLIC HOLIDAYS

Entitlement to public holidays

- 28.1 All work performed by any Employee on the following declared public holidays:
- (a) New Year's Day (1 January);
 - (b) Australia Day (26 January);
 - (c) Labour Day (however so titled);
 - (d) Good Friday;
 - (e) Easter Saturday;
 - (f) Easter Sunday;
 - (g) Easter Monday;
 - (h) Anzac Day (25 April);
 - (i) Queen's Birthday (however so titled);
 - (j) Christmas Day (25 December);

- (k) Boxing Day (26 December);
- (l) Any other day declared by or under a law of New South Wales to be observed generally within the State, the region of New South Wales in which the Employer operates the Facility in which an Employee works, as a public holiday by people who work in that State or region;

will be paid in accordance with clause 28.7.

- 28.2 Employees required to work on a public holiday which is not the declared public holiday, will be paid at the Employee's ordinary rate of pay for the day on which the public holiday falls.

Example

Anzac Day falls on a Sunday, but Monday is the declared public holiday. An Employee who works on Anzac Day on the Sunday will be paid at the applicable Sunday rate of pay. An Employee who works on the gazetted Anzac Day holiday on Monday will be paid at double their ordinary rate of pay.

- 28.3 Should a public holiday occur on a Permanent Employee's period of annual leave, and the Employee would have been required to work on that day but for being on a period of annual leave, the Employee is to have another day added to their annual leave. The Employee is to be paid at their ordinary rate of pay for the public holiday not worked.

Additional public holidays

- 28.4 In addition to the declared public holidays specified in sub-clause 28.1 Employees shall be entitled to an extra public holiday each year. This additional public holiday shall occur on one of the following days as determined by the Employer:

- (a) On the day on which the August Bank Holiday is observed; or
- (b) On a day between Christmas and New Year within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year; or
- (c) On a gazetted and proclaimed local public holiday. In areas where only one half-day is proclaimed and observed, the whole day will be regarded as a public holiday for the purposes of this Agreement. In these circumstances if a further one half day local public holiday occurs in that calendar year, it will not be observed for the purposes of this clause.

- 28.5 The Employer shall nominate before July 1 of each calendar year, the date on which this extra public holiday under clause 28.4 is to be observed. Once such an election is made, such date then becomes the date on which the extra public holiday is to be observed for all Employees in that establishment covered by this Agreement, provided however that if no such election is duly made, the extra public holiday will be observed on the August Bank Holiday.

- 28.6 Employees shall also be entitled to any other day duly proclaimed and observed as a public holiday within the area in which the residential aged care facility is situated, beyond those days already observed in accordance with sub-clauses 28.1, 28.2 and 28.4.

Payment for public holidays

- 28.7 An Employee who is required to and does work on any public holiday prescribed in clause 28.1 or 28.4 shall be paid in lieu of all other shift allowances (except broken shift allowances), weekend penalties and casual loading as follows:
- (a) **Full-time Employees:** Will be paid double time for all time worked on the public holiday.
 - (b) **Part-time Employees:** Double time 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 the Employee's ordinary rate of pay.
 - (c) **Casual Employees:** Double time calculated on the ordinary rate 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 clause 11.13.
- 28.8 Full-time Shift Workers rostered off duty on a public holiday shall be paid one day's pay in addition to the weekly rate, or if the Employee so elects have one day added to be taken in conjunction with their period of annual leave.
- 28.9 The election referred to in sub-clause 28.8 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.

Public holidays occurring on rostered days off

- 28.10 All full-time Employees will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday to Friday Employees.
- 28.11 All part-time Employees will be paid on the same basis as full-time Employees for all public holidays on which the Employee would have otherwise worked on a proportionate basis calculated on the ordinary hours.

Accrued days off on public holidays

- 28.12 Where an Employee's accrued day off falls on a public holiday, another day, determined by the Employer, will be taken instead within the same four or five week work cycle, where practical.

29 PARENTAL LEAVE

- 29.1 Employees eligible for unpaid parental leave in accordance with Act, and who during their period of unpaid parental leave have primary responsibility for the care of their child, shall be entitled to six weeks paid leave at their ordinary rate of pay (excluding shift penalties) on the occasion of each birth or adoption event. This entitlement is in addition to any other entitlement provided by the Commonwealth Government.
- 29.2 Employees are entitled to parental leave in accordance with the Act and the terms of the Regis Parental Leave Policy. However, the terms of the Regis Parental Leave Policy do not form part of this Agreement.

- 29.3 An Employee may request a copy of the relevant parental leave provisions and the Regis Parental Leave Policy at any time from their Facility/Clinical Manager.
- 29.4 The Employer shall advise Employees entitled to parental leave of their entitlement to parental leave and the notification requirements under the Act for the taking of such leave.

Right to request

- 29.5 An Employee entitled to parental leave pursuant to the provisions of clause 29 may request that the Employer allow the Employee to:
- (a) extend the simultaneous unpaid parental leave period under the Act up to a maximum of eight weeks;
 - (b) extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
 - (c) return from a period of parental leave on a part-time basis;

to assist the Employee in reconciling work and parental responsibilities.

- 29.6 The Employer shall consider any request made under clause 29.5 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may refuse the request on reasonable grounds related to the effect of the workplace or the Employer's business, or such other relevant factors set out in the applicable legislation. Such grounds might include but will not be limited to, cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

Employee's request and the Employer's decision to be in writing

- 29.7 The Employee's request and the Employer's decision made under clauses 29.5 and 29.6 must be recorded in writing.

Request to return to work part-time

- 29.8 Where an Employee wishes to make a request under subclause 29.5(c) such a request must be made as soon as possible but no less than 7 weeks prior to the date upon which the Employee is due to return to work from parental leave.

Request to return to work part-time

- 29.9 Nothing in this clause is intended to limit the entitlements of an Employee under the National Employment Standards.

30 PROFESSIONAL DEVELOPMENT LEAVE

- 30.1 Full time Employees will be entitled to take up to 5 days paid professional development leave and the equivalent pro rata entitlement is available for part time Employees for the purposes of continuing their education in the aged care field. This entitlement is subject to approval by the relevant manager based on work requirements and is a non-cumulative entitlement.

30.2 Upon termination of the Employee's employment the Employer shall provide to the Employee a written statement of the hours of training attended by the Employee.

31 EDUCATION AND TRAINING

31.1 All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position and the Employer's policy on mandatory training. The Employer will facilitate access to the appropriate resources to undertake the training provided and the skills necessary to utilise those resources.

31.2 Every Employee must attend in-service training and/or undertake all e-learning modules required to meet the Employer's annual statutory responsibilities including but not limited to: fire and emergency training, customer service, manual handling training, food handling, infection control etc., provided by the Employer.

31.3 Upon termination of an Employee's employment the Employer upon request shall provide to the Employee a written statement of the hours of training attended by the Employee.

31.4 The Employer commits, where requested, to enable Employees to undertake e-learning modules in work time. However, if an Employee elects to complete the modules at home, they will be paid for an hour of time at their ordinary rate of pay for the successful completion of each module.

31.5 Where an Employee is required to attend compulsory training other than during the course of a rostered shift, the minimum payment shall be the length of the training or one (1) hour, whichever is greater.

31.6 Attendance at any training course other than those referred to in clause 31.2 above may be supported by the Employer in accordance with specific policy initiatives. In particular, the parties acknowledge that it is highly desirable for Employees to attend training provided by the Employer.

31.7 Where practical, the Employer shall provide Employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours. Should an Employee not participate in such training and after being given four (4) weeks formal notice that they must attend, the Employee can be immediately be removed from their existing roster pattern to a suitable roster pattern to enable them to attend mandatory training in terms of clause 31.2. For example, moving an Employee from Night Duty to Morning Shifts, until such time as the required training or upskilling is completed satisfactory.

31.8 Where an Employer has implemented or is participating in a no lift training program every Employee must attend the training required.

32 SUPERANNUATION

32.1 The Employer shall make superannuation contributions to a nominated Fund for the benefit of each Employee at the greater of:

- (a) 10% of Ordinary Time Earnings; and
- (b) such amount as is required so as to avoid the Employer being required to pay the superannuation guarantee charge under the Superannuation Law with respect to that Employee.

- 32.2 The Employer shall participate in accordance with the trust deeds of the Funds.
- 32.3 Upon commencement of employment, the Employer shall provide each Employee with membership forms for the Funds and shall forward the completed membership forms to the selected Fund within 28 days.
- 32.4 In the event that that an Employee has not completed a membership form within 28 days of commencing employment, the Employer shall forward contributions and Employee details to HESTA (**Default Fund**). The Default Fund offers a MySuper product.
- 32.5 The Employer may make contributions to the Fund over and above any contributions required by subclause 32.1 in accordance with a valid written salary sacrifice agreement between the Employer and the relevant Employee in the form determined by the Employer from time to time and in accordance with any relevant policy that may be established by the Employer from time to time.
- 32.6 Where an Employer makes contributions to the Fund on behalf of the relevant Employee in accordance with subclause 32.5, any contributions required by subclause 32.1 shall be based on the relevant Employee's Ordinary Time Earnings as determined immediately before entering into a salary sacrifice agreement under subclause 32.5.
- 32.7 The name of the relevant Fund and the amount of contributions paid in accordance with subclause 32.1 shall be included in pay slips provided by the Employer to each Employee.

33 TERMINATION WITH NOTICE

- 33.1 The Employer may terminate an Employee's employment, or an Employee may resign from their employment by giving notice.
- 33.2 The amount of notice required to be given by the Employer and a Permanent Employee is based upon the Employee's period of continuous service in accordance with the following table, except in the case of Registered and Enrolled Nurses where 4 weeks' notice, or the applicable statutory minimum, whichever is the greater, must be given.

Period of continuous service with Employer

Period of notice

Not more than 1 year	2 weeks
More than 1 year but not more than 3 years	3 weeks
More than 3 years	4 weeks

- 33.3 For purposes of termination by the Employer, the period of notice set out in clause 33.2 period of notice is increased by one week if the Employee is over 45 years old and has completed at least 2 years continuous service with the Employer.
- 33.4 The notice period for Casual Employee is to the end of the current shift worked.
- 33.5 If an Employee fails to give the requisite period of notice the Employer shall have the right to withhold moneys due to the Employee up to a maximum amount equal to what

the Employee would have earned at their ordinary rate of pay for the period of notice not given by the Employee. This is subject to the Employer holding written approval to do so.

- 33.6 Where an Employee has given notice the Employee is not entitled to take annual leave during the notice period unless agreed to by the Employer.
- 33.7 The Employer may, instead of giving notice, pay to the Employee wages in lieu of the requisite notice period.
- 33.8 Prior to reaching any decision to terminate the employment of a Permanent Employee on grounds other than would justify summary dismissal, the Employer will:
- (a) inform the Employee that the termination of their employment is being considered;
 - (b) advise the Employee of the proposed reasons for termination of the Employee's employment; and
 - (c) provide the Employee with an opportunity to show cause as to why their employment should not be terminated.
- 33.9 Where the Employer proposes to terminate the employment of a Permanent Employee in accordance with clause 33.8, an Employee shall be given a reasonable time to respond, and shall be provided with details of any relevant material. Where a meeting is held with the Employee, the Employee is entitled to have a witness present. The witness may be, for example, a co-worker, a workplace union delegate, an officer of the union, a family member, or any other person.
- 33.10 If an Employee's employment is terminated and if requested by the Employee, the Employer will give the Employee a statement signed by the Employer stating the period of employment and when the employment was terminated.

Abandonment of Employment

- 33.11 Where an Employee is absent from work for a continuous period of five working days without notification to the Employer and the Employer has made reasonable attempts to contact the Employee, the Employer shall be entitled to inform the Employee by written correspondence that unless the Employee provides a satisfactory explanation for her or his absence within five days of the Employer issuing a request for the Employee to make contact, the Employee will be considered to have abandoned their employment.

34 TERMINATION WITHOUT NOTICE

- 34.1 The Employer may terminate an Employee's employment without giving notice if the Employee's conduct amounts to serious misconduct or the Employee engages in any other conduct which justifies summary dismissal at law.

35 REDUNDANCY

Definitions

- 35.1 **Redundancy** occurs where the Employer has made a definite decision that the Employer no longer wishes the job an Employee has been doing to be done by

anyone and that decision leads to the termination of the employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

35.2 **Redundancy Pay** means the applicable amount set out in clause calculated according to an Employee's period of service with the Employer.

35.3 **Weeks' pay** means the ordinary rate of pay for the Employee concerned for working their ordinary hours per week as at the date of Redundancy.

Transfer to lower paid duties

35.4 Where an Employee is transferred to lower paid duties by reason of Redundancy the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

Amount of Redundancy Pay

35.5 The amount of the Redundancy Pay payable to an Employee in the event of Redundancy is calculated according to the Employee's period of continuous service with the Employer.

35.6 Where the Employee is under 45 years of age, the Employer shall pay the Employee in accordance with the following scale:

Minimum Years of Service	Redundancy 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

35.7 Where the Employee is 45 years of age or over, the Employer shall pay the Employee in accordance with the following scale:

Minimum Years of Service	Retrenchment 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

Employee leaving during notice period

- 35.8 An Employee given notice of termination in circumstances of Redundancy may terminate their employment during the period of notice set out in clause 33 – Termination with Notice. In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under this clause 35 had they remained employed with the Employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

Alternative employment

- 35.9 Where a position is identified as Redundant and the Employer offers the Employee a suitable alternative position the Employee is not entitled to any Redundancy Pay. A suitable alternative position is defined as a position similar to the Employee's previous role, that the Employee has the skills to undertake and that is within reasonable proximity to their existing workplace.

Employees exempted

- 35.10 This clause does not apply:
- (a) where an Employee's employment is terminated for any reason other than Redundancy;
 - (b) to an Employee serving their probationary period;
 - (c) to Employees engaged for a specific period of time or for a specified task or tasks; or
 - (d) to casual Employees.

Transfer of business

- 35.11 An Employee is not entitled to Redundancy Pay in relation to the termination of their employment by the Employer where:
- (a) the Employee is offered and accepts employment with a new employer (**new employer**) which recognises the period of service which the Employee had with the Employer to be service of the Employee with the new employer, and there is a transfer of employment in relation to the Employee for the purpose of the Act; or
 - (b) the Employee rejects an offer of employment with the new employer that:
 - (i) is on terms and conditions substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the Employer; and

- (ii) recognises the period of service which the Employee had with the Employer to be service of the Employee with the new employer; and

had the Employee accepted the offer of employment, there would have been a transfer of employment in relation to the Employee for the purposes of the Act.

Ceremonial leave

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

36 COMMUNITY SERVICE LEAVE

- 36.1 Employees will be entitled to unpaid community service leave in accordance with the Act.

Special Disaster Leave

- 36.2 All Permanent Employees are entitled to one day per calendar year Special Disaster Leave when as a result of a Natural Disaster being declared in the specific area they live, they are unable to attend work as a direct result of their place of residence being under eminent threat of major damage, the lives of their Immediate Family or household are threatened or they unable to get to their place of work due to the formal closure of a road(s) and no alternative travel route being available.
- 36.3 This Special Disaster Leave is non-cumulative and is approved at the sole discretion of the Facility Manager.

Union Training Leave

- 36.4 Employees who are hold positions as union delegates will be entitled to 2 days paid training leave per annum (non-cumulative) to attend training provided by their union on the basis that the training is directly related to their development in the aged care field. This training may also include dispute resolution training.
- 36.5 Union training leave is part of and not in addition to Professional Development Leave, detailed in clause 30.
- 36.6 Employees will be paid for any training that they attend at their ordinary rate of pay.
- 36.7 Only one Employee per facility may be granted paid time to attend the union training at any one time.
- 36.8 In the event that the training occurs on an Employee's rostered day off, the Employer is not liable for any additional wages for that day.
- 36.9 Employees must apply for training under this clause by formal application to the Employer at least one month prior to the scheduled training and the Employer shall respond with its decision within one fortnight from receipt of the application.

37 RIGHT OF ENTRY

37.1 The parties recognise that this Agreement is based on co-operative industrial relations practices and the importance for the Union officials to have access to Employees to discuss relevant issues. At all times the Union will comply with relevant provisions of the Act relating to right of entry.

38 JURY SERVICE

- 38.1 An Employee, other than a casual Employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the Employee would have been paid if the Employee was not absent on jury service.
- 38.2 Alternatively, by agreement, fees (other than meal allowance) received by the Employee to attend jury service will be paid to the Employer and the Employer will continue to pay the Employee their ordinary pay for the time the Employee was absent on jury service.
- 38.3 Employees shall notify their Employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their Employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- 38.4 If the Employee is not required to serve on a jury for a day or part of a day after attending for jury service and the Employee would ordinarily be working for all or part of the remaining day, the Employee must, if practicable, present for work at the earliest reasonable opportunity.
- 38.5 For the purposes of this clause, '**Ordinary pay**' means the ordinary rate of pay that an Employee would normally expect to receive for working ordinary hours on an ordinary day of the week. For the avoidance of doubt, '**Ordinary pay**' excludes overtime, penalty rates of all types – including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

39 WORKLOAD MANAGEMENT

- 39.1 The parties to this agreement acknowledge that Employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on Employee/s and the quality of resident care.
- 39.2 To ensure that Employee concerns involving excessive workloads are effectively dealt with by management the following procedures should be applied:
- (a) In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (b) If a solution still cannot be identified and implemented, the matter should be referred in writing to the Facility Manager for further discussion. The Facility Manager will respond within 3 business days.

- (c) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion. The senior manager will respond within a further 4 business days.
- (d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected Employees.

39.3 Workload management should be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads will be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should take into consideration the following factors (but not limited to):

- (a) clinical assessment of residents' needs;
- (b) the demand of the environment such as facility layout;
- (c) statutory obligation, (including, but not limited to, workplace health and safety legislation);
- (d) the requirements of nurse regulatory legislation;
- (e) reasonable workloads;
- (f) accreditation standards;
- (g) budgetary considerations; and
- (h) occupancy levels and hospital leave

39.4 If the issue is still unresolved, the Employee/s may advance the matter through clause 40-Dispute Resolution Procedure with the exception of referring the matter to the FWC for arbitration, which may only occur by mutual agreement of the Employer and the relevant parties to this Agreement.

40 DISPUTE RESOLUTION PROCEDURE

40.1 In relation to any matter that may be in dispute between the parties to this Agreement or a dispute in relation to the National Employment Standards, except matters relating to the actual or threatened termination of employment of an Employee (**the matter**), the parties agree to adopt the process outlined in this clause.

40.2 In the first instance, the parties will attempt to resolve the matter at the workplace level, including, but not limited to:

- (a) the Employee and the Employee's supervisor meeting and conferring on the matter in a timely manner; and
- (b) if the matter is not resolved at such a meeting, the parties arranging further discussions involving some senior levels of management (as appropriate).

40.3 In the event that the preceding steps fail to resolve the dispute, any party to this Agreement may refer the dispute to FWC for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary, FWC may exercise the procedural powers in relation to

hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

- 40.4 All parties shall give due consideration to matters raised or any suggestions or recommendations made by FWC with view of prompt settlement of the dispute.
- 40.5 Any dispute referred to the FWC under this clause should be dealt with by a member agreed by the parties at the time or, where no agreement can be reached, a member nominated by either the head of the relevant panel or the President.
- 40.6 Any order or decision of FWC (subject to the parties' right of appeal under the Act), will be final and binding on all parties to the dispute.
- 40.7 The parties acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to resolving the matter under this dispute resolution procedure.
- 40.8 The parties agree that if either party refers the matter to alternative dispute resolution, both parties will participate in the alternative dispute resolution process in good faith.
- 40.9 The parties agree that during the time when the parties are attempting to resolve the matter:
- (a) the Employee/s will continue to work in accordance with their contract of employment unless the Employee or Employees have a reasonable concern about an imminent risk to their health or safety; and
 - (b) subject to relevant provisions of any applicable occupational health and safety law, even if an Employee has a reasonable concern about an imminent risk to their health or safety, the Employee must not unreasonably fail to comply with a direction by the Employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the Employee to performs; and
 - (c) the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

41 INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 41.1 The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- (a) the arrangement deals with one or more of the following:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and

- (b) the arrangement meets the genuine needs of the Employer and Employee; and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

41.2 The Employer will ensure that the terms of any individual flexibility arrangement entered into under this clause:

- (a) are about matters that would be permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no individual flexibility arrangement was made.

41.3 The Employer will ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the Employer and Employee;
- (c) is signed by the Employer and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
- (d) includes details of:
 - (i) the terms of this Agreement that will be varied;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (iv) the day on which the arrangement commences.

41.4 The Employer will give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

41.5 A copy of the individual flexibility arrangement will also be kept as part of the Employer's records.

41.6 The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving 28 days written notice to the other party to the arrangement; or
- (b) by written agreement at any time.

42 HEALTH AND SAFETY

42.1 The Employer and Employees acknowledge their responsibilities under the *Work Health and Safety Act 2011* and *Work Health and Safety Regulations 2012* (**WHS Legislation**)

42.2 Where there is a Work Health and Safety Representative (**WHS Representative**) they must be elected by the Employees.

- 42.3 The elected WHS Representative and will carry out the tasks associated with the role of WHS Representative set out within the WHS Legislation.
- 42.4 It is the responsibility of each Employee to ensure at all times they conduct themselves in a manner that does not create a risk to the health, safety and welfare of others, including other employees of the Employer, residents and any other person at the workplace.
- 42.5 It is the Employer's and Employees' responsibility that the highest standard of care is afforded to residents. Employees suspected to be under the influence of drugs or alcohol should not be permitted on the premises and should be immediately removed from the facility. Where an Employee is suspected of being under the influence of drugs or alcohol while on site or during work hours, the Employer has the right to request an Employee submit to a blood/alcohol test.

43 AMENITIES

- 43.1 The minimum standards as set out in relevant legislation shall be met in the provision of amenities to Employees.
- 43.2 Such amenities may include:
- (a) Employee designated toilets and access to showers;
 - (b) lockers;
 - (c) facilities for boiling water, warming and refrigerating food and for washing and storing dining;
 - (d) utensils; and
 - (e) sanitary conveniences.

44 CHANGES TO THE AGREEMENT

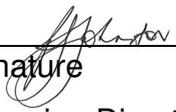
- 44.1 If changes need to be made to this Agreement, they must first be discussed between the Employer and Employees, and the Employees' nominated representative (if one is nominated). The Agreement can only be varied in accordance with the Act.

45 AVAILABILITY OF AGREEMENT

- 45.1 A copy of this Agreement and the National Employment Standards shall be made available in the workplace.

46 SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of **Regis Aged Care Pty Limited**



Signature
Managing Director and Chief
Executive Officer

Position

Ross Johnston

Name
Level 2, 615 Dandenong Road,
Armadale, Vic, 3143

Address

The above person is authorised to sign the Agreement on behalf of **Regis Aged Care Pty Limited** for the following reason/s:.....
Chief Executive Officer and Managing Director of Regis Aged Care
.....

Signed on the11th.....day of ...May...2016

Brett Holmes

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

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Coral Levett

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

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

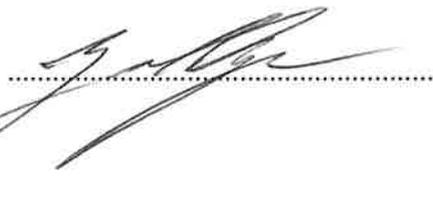
Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

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

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.

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APPENDIX 1 – RATES OF PAY AND ALLOWANCES

Table 1 – Rates of Pay – Nursing Care Employee classifications

The following pay rates and allowances come into effect from the first pay period on or after 1 October 2015 and will operate from approval of this Agreement by FWC,

	Effective	Effective	Effective	Effective	Effective	Effective
	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate
<u>Nursing Care Classification</u>	01/10/15	01/10/15	01/10/16	01/10/16	01/10/17	01/10/17
	\$	\$	\$	\$	\$	\$
<u>Assistant In Nursing</u>						
Over 18 – 1 st Year (Unqualified)	19.71110	749.02	20.10532	764.00	20.50743	779.28
Over 18 – 2 nd Year (Unqualified)	20.51407	764.25	20.92435	779.53	21.34283	795.12
Cert III Aged Care Qualified - 1 st Year	20.52	779.76	20.93040	795.36	21.34901	811.26
Cert III Aged Care Qualified - 2 nd Year	20.73	787.74	21.14460	803.49	21.56749	819.56
Cert III Aged Care Qualified - 3 rd Year & thereafter	21.13	802.94	21.55260	819.00	21.98365	835.38
Senior AIN (\$1 an hour difference)	22.13	840.94	22.57260	857.76	23.02405	874.91
<u>Enrolled Nurses</u>						
Enrolled Nurse - 1st Year	23.14715	879.59	23.61009	897.18	24.08229	915.13
Enrolled Nurse - 2nd Year	23.60001	896.80	24.07201	914.74	24.55345	933.03
Enrolled Nurse - 3rd Year	23.90761	908.48	24.38576	926.66	24.87348	945.19
Enrolled Nurse - 4th Year	24.38327	926.56	24.87094	945.10	25.36835	964.00
Enrolled Nurse - Thereafter	24.86175	944.74	25.35899	963.64	25.86616	982.91
Enrolled Nurse Specialist	25.46455	967.65	25.97384	987.01	26.49332	1006.75
<u>Registered Nurses</u>						
Graduate Nurse	27.00	1026.00	27.54	1046.52	28.0908	1067.45
Level 1 - Step 1	28.47552	1082.07	29.04503	1103.71	29.62593	1125.79
Level 1 – Step 2	29.89334	1135.94	30.49121	1158.67	31.10103	1181.84

Level 1 – Step 3		31.30035	1189.41	31.92636	1213.20	32.56488	1237.47
Level 2 – Step 1		31.30035	1189.41	31.92636	1213.20	32.56488	1237.47
Level 2 – Step 2		32.40035	1231.21	33.04836	1255.84	33.70932	1280.95
Level 2 – Step 3		33.51691	1273.64	34.18725	1299.12	34.87099	1325.10
Level 2 – Step 4		34.61691	1315.44	35.30925	1341.75	36.01543	1368.59
Level 3 – Step 1		34.6169	1315.44	35.30924	1341.75	36.01542	1368.59
Level 3 – Step 2		35.65123	1354.75	36.36425	1381.84	37.09154	1409.48
Level 3 – Step 3		36.70123	1394.65	37.43525	1422.54	38.18396	1450.99
Level 3 – Step 4		37.80123	1436.45	38.55725	1465.18	39.3284	1494.48
<u>Clinical Nurse Educator</u>							
Year 1		36.19238	1375.31	36.91623	1402.82	37.65455	1430.87
Year 2		36.73354	1395.87	37.46821	1423.79	38.21758	1452.27
Year 3		38.57887	1465.99	39.35045	1495.32	40.13746	1525.22
Nursing Unit Manager* - Level I - 1st Year		39.38462	1496.61	40.17231	1526.55	40.97576	1557.08
Nursing Unit Manager* - Level I - 2nd Year		40.45554	1537.31	41.26465	1568.06	42.08994	1599.42
Nursing Unit Manager* - Level II		41.40968	1573.56	42.23787	1605.04	43.08263	1637.14
Nursing Unit Manager* - Level III		42.46920	1613.82	43.31858	1646.11	44.18496	1679.03
Nurse undergoing pre-registration assessment		22.81392	866.92	23.2702	884.27	23.7356	901.95
Clinical Nurse Specialist		37.06335	1408.40	37.80462	1436.58	38.56071	1465.31
Clinical Nurse Consultant		43.49739	1652.90	44.36734	1685.96	45.25468	1719.68

Table 2 – Aged Care Employees

	Current	Current	Effective	Roles							
	01/10/14	01/10/14	01/10/15	01/10/15	01/10/16	1/10/16	1/10/17	1/10/17	1/10/17		
Level	Hourly Rate	Weekly Rate	Hourly Rate								
1	\$18.41917	\$699.93	\$18.79	\$713.93	\$19.16	\$728.21	\$19.55	\$742.77	\$19.55	Level 1	N/A
2.1	\$19.04862	\$723.85	\$19.55	\$742.90	\$19.94	\$757.76	\$20.34	\$772.91	\$20.34	Level 2	Food Services Assistant Laundry Gardener – Unqualified Bus Driver < 3 ton
2.2	\$19.21667	\$730.23	\$19.60	\$744.84	\$19.99	\$759.73	\$20.39	\$774.93	\$20.39		
2.3	\$19.56984	\$743.65	\$19.96	\$758.48	\$20.36	\$773.65	\$20.77	\$789.12	\$20.77		
3.1	\$19.88027	\$755.45	\$20.32	\$772.16	\$20.73	\$787.60	\$21.14	\$803.36	\$21.14	Level 3	Receptionist (Less than 2 years' experience) Cook – Unqualified Bus Driver < 3 ton and required to have St John Ambulance First Aid Certificate
3.2	\$19.99143	\$759.67	\$20.39	\$774.87	\$20.80	\$790.37	\$21.22	\$806.17	\$21.22		
3.3	\$20.17935	\$766.82	\$20.58	\$782.15	\$20.99	\$797.79	\$21.41	\$813.75	\$21.41		
4.1	\$20.45389	\$777.25	\$20.86	\$792.79	\$21.28	\$808.65	\$21.71	\$824.82	\$21.71	Level 4	Lifestyle Assistant (Unqualified) Gardener (Qualified) Bus driver > 3 ton and required to have St John Ambulance First Aid Certificate Laundry Supervisor Cook (Qualified)
4.2	\$20.54961	\$780.89	\$20.96	\$796.50	\$21.38	\$812.43	\$21.81	\$828.68	\$21.81		
5.1	\$20.89994	\$794.20	\$21.32	\$810.08	\$21.74	\$826.28	\$22.18	\$842.81	\$22.18	Level 5	Senior Cook (Qualified) Lifestyle Assistant (Certificate IV qualified) Receptionist (More than 2 years' experience)
5.2	\$21.72877	\$825.69	\$22.16	\$842.21	\$22.61	\$859.05	\$23.06	\$876.23	\$23.06		
6.1	\$22.13604	\$841.17	\$22.58	\$857.99	\$23.03	\$875.15	\$23.49	\$892.66	\$23.49	Level 6	Maintenance Officer Lifestyle Coordinator (Unqualified)
6.2	\$22.50119	\$855.05	\$22.95	\$872.15	\$23.41	\$889.59	\$23.88	\$907.38	\$23.88		
7.1	\$24.50	\$931.00	\$24.99	\$949.62	\$25.49	\$968.61	\$26.00	\$987.98	\$26.00	Level 7	Office Coordinator Lifestyle Coordinator (Certificate IV qualified) Chef Qualified
7.2	\$25.00	\$950.00	\$25.50	\$969	\$26.01	\$998.38	\$26.53	\$1008.15	\$26.53		

Table 3 – Nursing Care Employee Allowances

ITEM	ALLOWANCES	Effective 01/07/15	Effective 01/07/16	Effective 01/07/17	
1	In charge nursing home day, evening or night under 100 beds	\$23.30	\$ 23.766	\$ 24.241	per shift*
2	In charge nursing home day, evening or night 100-149 beds	\$37.54	\$ 38.291	\$ 39.057	per shift*
3	In charge - section	\$23.30	\$ 23.766	\$ 24.241	per shift*
4	On call	\$20.77	\$ 21.185	\$ 21.609	per 24 hours or part thereof
5	On call - rostered day off	\$41.52	\$ 42.350	\$ 43.197	per 24 hours or part thereof
6	On call during meal break	\$11.24	\$ 11.465	\$ 11.694	per period
7	Vehicle Travelling Allowance	\$0.815	\$ 0.831	\$ 0.848	cents per km
8	Overtime - Breakfast	\$16.09	\$ 16.412	\$ 16.740	per meal
9	Overtime - Lunch	\$20.82	\$ 21.236	\$ 21.661	per meal
10	Overtime - Evening Meal	\$30.36	\$ 30.967	\$ 31.587	per meal
11	Laundry allowance - nursing-care staff	\$0.355	\$ 0.362	\$ 0.369	per shift
12	Continuing Education Allowance				
13	Registered Nurse (Post Graduate Certificate)	\$20.84	\$ 21.257	\$ 21.682	per week
14	Registered Nurse (Post Graduate Diploma or Degree))	\$34.72	\$ 35.414	\$ 36.123	per week
15	Registered Nurse (Masters Degree or Doctorate)	\$41.67	\$ 42.503	\$ 43.353	per week
16	Enrolled Nurse	\$13.89	\$ 14.168	\$ 14.451	per week
17	Broken Shift (hours of ordinary pay)	0.5 hrs	0.5 hrs	0.5 hrs	per shift

The allowances set out in Table 3 above will increase with effect from the first full pay period on or after 1 July each year by 2.0% for the life of the Agreement.

*A Registered Nurse employed at the time that this Agreement came into effect and who was in receipt of the 'In Charge' allowances for being in charge during the day, evening or night will continue to be paid the allowance for all shifts worked in charge of the facility as set out in Items 1, 2 and 3 of Table 3 of Appendix 1 for the duration of this Agreement.

Table 4 –Aged Care Employee Allowances

Item No	Brief Description	Effective 01/7/15	Effective 01/07/16	Effective 01/07/17	
1	Broken Shift	0.5 hrs	0.5 hrs	0.5 hrs	per shift
2	Overtime - Breakfast	\$13.55	\$ 13.821	\$ 14.097	per meal
3	Overtime – Luncheon	\$17.53	\$ 17.881	\$ 18.238	per meal
4	Overtime - Evening Meal	\$25.58	\$ 26.092	\$ 26.613	per meal
5	Overtime - recall use of own vehicle	\$0.40	\$ 0.408	\$ 0.416	per km
6	On Call Allowance	\$15.54	\$ 15.851	\$ 16.168	per day (24 hours)
7	Nauseous Linen Allowance	\$0.34	\$ 0.347	\$ 0.354	per hour
8	Vehicle Travelling Allowance	\$0.815	\$ 0.831	\$ 0.848	cents per km
9	Leading Hand Allowance - in charge 2-5 employees	\$25.34	\$ 25.847	\$ 26.364	per week
10	Leading Hand Allowance - in charge 6-10 employees	\$36.21	\$ 36.934	\$ 37.673	per week
11	Leading Hand Allowance - in charge 11-15 employees	\$45.73	\$ 46.645	\$ 47.577	per week
12	Leading Hand Allowance - in charge 16-19 employees	\$55.97	\$ 57.089	\$ 58.231	per week
13	Laundry Allowance – Uniform	\$0.355	\$ 0.362	\$ 0.369	per shift
14	Work of a dirty or offensive nature	\$0.595	\$ 0.607	\$ 0.619	per hour

The allowances set out in Table 4 above will increase with effect from the first full pay period on or after 1 July each year by 2.0% for the life of the Agreement.

APPENDIX 2 – CLASSIFICATION DEFINITIONS AGED CARE EMPLOYEES

Classification Definitions

B.1 Aged Care Employee- Level 1

Entry level:

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

An Employee at this level:

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

Indicative tasks performed at this level are:

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

B.2 Aged Care Employee - Level 2

An Employee at this level:

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

Indicative tasks performed at this level are:

- Food Services Assistant
- Laundry hand

- Cleaner
- Gardener (non-trade)
- Maintenance/Handyperson (unqualified)
- Driver (less than 3 ton)

B.3 Aged Care Employee - Level 3

An Employee at this level:

- is capable of prioritising work within established routines, methods and procedures (non admin/clerical);
- is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);
- works under limited supervision, either individually or in a team (non admin/clerical);
- possesses sound communication and/or arithmetic skills (non admin/clerical);
- requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical); and
- In the case of an admin/clerical Employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative tasks performed at this level are:

- Diversional Therapist (Lifestyle officer) (Not qualified)
- Cook (non trade)
- Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate

B.4 Aged Care Employee - Level 4

An Employee at this level:

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

- In the case of a Personal care worker, is required to hold a relevant Certificate III qualification.

Indicative tasks performed at this level are:

- Senior cook (trade)
- Maintenance/Handyperson (qualified) Driver (3 ton and over)
- Gardener (trade or TAFE Certificate III or above)

B.5 Aged Care Employee – Level 5

An Employee at this level:

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

Indicative tasks performed at this level are:

- Diversional Therapist (Certificate IV Qualified)

B.6 Aged Care Employee - Level 6

An Employee at this level:

- is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a

computer on a regular basis;

- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

- Reserved

B.7 Aged Care Employee - Level 7

An Employee at this level:

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

Indicative tasks performed at this level are:

- Reserved

APPENDIX 3 – CLASSIFICATIONS

Nursing-Care Classifications & Recognition of Service and Experience

Assistant in Nursing

“Assistant in Nursing” means an Employee, other than one registered or enrolled pursuant to the Nurses and Midwives Board (NSW) 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 disability is unable to carry out those tasks for themselves; and/or (iii) assisting a registered nurse or an enrolled nurse.

Senior Assistant in Nursing Requirements

An Employee appointed to the role of Senior Assistant in Nursing will be classified at Senior AIN Level and shall perform work above and beyond the skills of Assistant in Nursing described in Appendix 3 and shall have obtained proficiency and continuously demonstrates the capabilities to perform at this level.

An Employee at this level is required to:

- (a) Take on the responsibility to coach and mentor other staff. The Employee is expected to have the capacity to deliver at least two significant skill development/in service training requirements, such as Emergency Response, Resident Lifting, etc. and/or active involvement in the Health Safety and Environmental Committee as the Facility Representation.
- (b) Undertake the formal induction and buddying of all new entrants to the Facility through provision of full support and guidance during the three month ‘on boarding’ process to the required level established by the Employer.
- (c) Exercise discretion and decision making responsibility within their level of skill and training.
- (d) Work capably both under direct or indirect supervision.
- (e) Most likely have a Certificate IV in Aged Care.

Senior Assistant in Nursing Criteria

It is important that Employees operating at this level are able to demonstrate the attributes necessary to fulfil the roles and responsibilities of the position and provide the ongoing support necessary to be successful.

The following criteria are some of the capability criteria expected:

- (a) demonstrated interest and the required attributes of being a buddy;
- (b) demonstrated high standards of work practice;

- (c) demonstrated ability to socialise new staff into the workplace;
- (d) demonstrated participation in or commitment to coaching and guiding the work performance of peers;
- (e) demonstrated commitment to the enhancement or development of leadership skills; and
- (f) minimum of 2 years working with the Employer.

Notwithstanding the criteria and qualifications set out above, appointment of an Employee to this grade is at the discretion of the Employer.

Enrolled Nurse

Enrolled Nurse means a person enrolled by the Board as such.

Endorsed Enrolled Nurse means a person enrolled by the Board as such who is "authorised to administer medications" by the Board. Upon being "authorised to administer medications" by the Board, an Employee shall be classified as an EEN – Authorised.

- Where an Employee was previously classified as an EN - Thereafter the Employee will be paid as an EEN - Authorised level (b).
- Where an Employee was not previously classified as an EN - 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 EEN – Authorised Employee has worked 1,000 hours in a role where they are required to deliver medication, the Employee will be classified and paid at the EEN Yr 1 rate and thereafter be entitled to progress to the second and third years of that salary scale.

An EEN may be required to lead and/or supervise the work of others.

Enrolled Nurse Specialist means an Enrolled Nurse with an advanced certificate qualification and a minimum of two years full time equivalent post enrolment experience who undertakes additional responsibility for provision of services and demonstrates professional capability as determined by the Employer.

Such responsibility includes but not limited to;

- a) the orientation and induction and ongoing support of professional practice development of new employees designated as EEN/EN or AiN
- b) ongoing training and development of staff in key areas of practice including but not limited to continence management, skin care management, behaviour management and falls prevention
- c) the implementation, monitoring and evaluation of systems in the residential aged care facility pertinent to resident care to assist the RN in areas including

continence management, skin care management, behaviour management and falls prevention

An Endorsed Enrolled Nurse and an Enrolled Nurse will achieve Endorsed Enrolled Nurse Specialist status on a personal basis by being required by the Residential Aged Care Facility to provide the additional areas of responsibility as detailed above.

Registered Nurses

A Registered Nurse (RN) shall perform nursing care within the scope of practice of the RN, which is determined by the Nursing and Midwifery Board of Australia. A RN will comply with any professional standards and guidelines relevant to the practice setting.

The RN ensures that an Assistant in Nursing and/or the Enrolled Nurse does not provide care unless the Assistant in Nursing and/or the Enrolled Nurse has demonstrated to the RN that he/she can provide the episode of care safely and competently. The RN on any given shift is accountable for ensuring that delegated nursing care is in keeping with professional standards and guidelines and within the demonstrated competence of that staff member providing that care. The RN will monitor and evaluate the outcomes of all delegated care.

Graduate Nurse

A Graduate Nurse will commence at the Graduate pay scale and on completion of the graduate year will progress to Level 1 – 1st step and after completion of a further year of service will progress to Level 1 – 2nd step.

1. Registered Nurse – Level 1 – 1st step

This Registered Nurse is the second Registered Nurse on duty and seeks guidance from more senior Registered Nurse on duty of a higher classification.

1.1 An Employee appointed to this level shall have obtained proficiency and qualifications necessary to perform work at this level. An Employee at this level shall usually work under the direct or indirect supervision of a more experienced Registered Nurse yet still perform work in accordance within the Nursing and Midwifery Board of Australia competencies.

1.2 An Employee at this level is required to:

- a) be registered by the Australian Health Practitioner Regulation Agency;
- b) work under general guidance of a RN in a higher classification;
- c) exercise discretion and decision making responsibility within their level of skill, scope of practice and training;
- d) provide and maintain all documentation as required;
- e) provide residents with information that will assist them to make choices;
- f) work consistently within the Quality Aged Care Standards;

- g) undertake assessments of residents' needs and effectively prescribe care regimes; and
- h) administer prescribed care within their scope of practice to residents

2. Registered Nurse – Level 2

2.1 Employees classified at this level coordinates and provides nursing services direct to residents. Roles within this level consolidate knowledge and skills and develop in capability through continuous professional development and experience. An Employee at this level accepts accountability for their own standards of nursing care and for activities delegated to others. A RN working at this level would normally be responsible, to the context of matters within their control, for the provision of all Nursing Care at the relevant Aged Care Facility.

The Registered Nurse at this level usually would work with or under the direction of the Clinical Manager(s) who provides oversight and direction to the criteria below.

2.2 An Employee at this level is required to:

- a) provide direct and individualised nursing care to residents on a shift by shift basis in a defined clinical area;
- b) assess individual resident needs, plan and implement or coordinate appropriate service delivery from a range of accepted options;
- c) plan and coordinate services with other disciplines or agencies in meeting individual's health care needs;
- d) complete residents care plan assessments on admission;
- e) participate in quality assurance activities within practice setting'
- f) contribute to resident safety, risk minimisation and safe work activities within the practice setting;
- g) ensure medication is managed in accordance to the Employer's policies and procedures and complies with relevant legislative acts and any delegated administration activities complies with the delegation principles and within other health care workers scope of practice
- h) be responsible for the proficient overall supervision of all nursing staff, their designated duties, performance expectations, performance reviews and performance management as required;
- i) monitor resident care plans and participate in clinical auditing as required to ensure appropriate resident care outcomes are achieved on a daily basis;
- j) use foundation theoretical knowledge and evidence-based guidelines and apply these to a range of activities to achieve agreed resident care outcomes;

- k) practice as a Registered Nurse within a nursing model established to support resident centred care;
- l) contribute to procedures for effectively dealing with people exhibiting challenging behaviours;
- m) review assessments and recommendations from less experienced Registered Nurses, Enrolled Nurses and Assistants in Nursing;
- n) provide support and guidance to newer or less experienced Registered Nurses, Enrolled Nurses and Assistants in Nursing;
- o) support nursing practice learning experiences for students undertaking clinical placement, orientation for new staff and preceptorship of graduates; and
- p) continue own professional development, seek learning opportunities and develop and maintain own professional development portfolio of learning and experience.

3. Registered Nurse – Level 3

3.1 Employees classified at this level provide holistic nursing care to all residents' health. The activities required of roles at this level are almost entirely clinical in nature. Work at this level is normally undertaken by Employees with at least 4 years post registration experience. An Employee at this level accepts accountability for their own practice standards, activities delegated to others within their scope of practice, and the leadership, guidance, development and where required, on the floor training of less experienced staff.

The Registered Nurse at this level usually would be the most senior Registered Nurse on duty and work as in charge of the Facility after business hours (evening duty, night duty and weekends) in the absence of, but would fulfil any directions from the Clinical Manager(s), who fully meets the criteria below.

3.2 An Employee at this level is required to:

- a) provide high levels of individualised clinical nursing care and/or individual case management to residents in a defined clinical area;
- b) complete residents' care plan assessments on admission;
- c) assess residents' holistic care needs, plan, implement and coordinate appropriate service delivery options and communicate changes in condition and care to all relevant parties;
- d) oversee the provision of nursing care within their designated area of accountability through effective delegation of all tasks to be completed on the shift;
- e) plan and coordinate services including those of other disciplines or agencies as required to meet individual and/or group health care needs;

- f) ensure the safe management of medications in line with policy, process and legislative obligations;
- g) be responsible for the proficient overall supervision of staff, their designated duties, performance expectations, performance reviews and performance management as required;
- h) monitor resident care plans and participate in clinical auditing as required to ensure appropriate resident care outcomes are achieved on a daily basis;
- i) demonstrate a promote a risk minimisation approach to all practice and support implementation and maintenance of systems to protect resident's and staff;
- j) integrate advanced theoretical knowledge, evidence from a range of sources and own experience to devise and achieve agreed resident care outcomes;
- k) work in accordance with the Employer's clinical systems policies and procedures;
- l) work within and promote a nursing model of resident centred care model of partnership and support;
- m) act to resolve all local and/or immediate nursing care or service delivery problems within their control;
- n) be part of, and committed to improvement activities – the Continuous Improvement process;
- o) encourage and promote a working environment that promotes harmony
- p) contribute to communication processes that effectively deal with challenging behaviours and the resolution of conflicts;
- q) develop and maintain a learning environment, taking a leadership and coaching role to team and individuals capability development;
- r) work with the Employer's nursing leadership team to attain consistency of nursing practice standards;
- s) participate in clinical consultations, overseeing learning experiences, and goal setting for new staff and staff with less experience
- t) manage all resident incidents including investigating resident complaints, incidents and accidents and escalate as appropriate in accordance with the Employer's procedures;
- u) act as a resource person based on knowledge, experience and skill;
- v) manage out of ordinary incidents by contacting appropriate personnel or authorities related to equipment failure, emergency situation, property damage or storms; and

- w) manage their own professional development activities and portfolio, support the development of others and contribute to learning in the work area.

3.3 In addition to the foregoing, the Employee may:

- a) as required, provide prospective residents with a detailed overview of all services and programs and put them in touch with the right personnel;
- b) be required to participate in and/or provide clinical input and/or research;
- c) manage staffing and staff attendance by organising replacement staff, rostering and work allocation;
- d) be required to undertake a specific activity and/or portfolio to fully support the Facility's delivery of quality care; and
- e) undertake and oversee the quality of non-clinical aspects of the Facility; cleaning, laundry, catering, lifestyle and relevant administration functions.

Upon commencement of this agreement, no Employee's base rate of pay shall be reduced as a result of the implementation of the above Nursing Classifications.

Clinical Nurse Educator

Clinical Nurse Educator means a Registered Nurse with relevant post registration certificates or experience deemed appropriate by the Employer, who is required to undertake the role of preceptor for graduate nursing programs as developed and facilitated by the Employer. The preceptor will be responsible to implement and evaluate the supervised practice and professional skill development requirements of the graduate nurse/s at the residential aged care facility.

A Registered Nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the Residential Aged Care Facility to provide the education programs as detailed above.

Clinical Nurse Consultant

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

Clinical Nurse Specialist

In facilities of 250 ADA and above, the definition of a Clinical Nurse Specialist is:

- a) Clinical Nurse Specialist means a registered nurse with specific post registration qualifications and twelve months experience working in the clinical area of her/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/his specified post registration experience.

In facilities of less than 250 ADA the definition for Clinical Nurse Specialist is:

- b) Clinical Nurse Specialist means a registered nurse with specific post registration qualifications and twelve months experience working in the clinical areas of her/his specified post registration qualification.