



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Stella Maris Aged Care Facility Limited
(AG2015/2919)

STELLA MARIS AGED CARE FACILITY LIMITED, NSWNMA & HSU ENTERPRISE AGREEMENT (NSW) 2015

Aged care industry

COMMISSIONER SIMPSON

BRISBANE, 12 JUNE 2015

Application for approval of the Stella Maris Aged Care Facility Limited, NSWNMA & HSU Enterprise Agreement (NSW) 2015.

[1] An application has been made for approval of an enterprise agreement known as the *Stella Maris Aged Care Facility Limited, NSWNMA & HSU Enterprise Agreement (NSW) 2015* (the Agreement). The Application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Stella Maris Aged Care Facility Limited. The agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss186, 187 and 188 as are relevant to this application for approval have been met.

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

[4] The Agreement is approved and will operate in accordance with s.54 of the Act.

COMMISSIONER

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**Stella Maris Aged Care Facility Limited, NSWNMA &
HSU Enterprise Agreement (NSW) 2015**

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Stella Maris Aged Care Facility Limited, NSWNA & HSU Enterprise Agreement (NSW) 2015

A. GENERAL

A1. OBJECTIVES

This Agreement reaffirms the parties' commitment to the mission, vision and values of Stella Maris Aged Care Facility in the workplace. The objectives of this Agreement are to create sustainable and vibrant ministries of care in the workplace by seeking to:

- a. ensure compliance with the law;
- b. improve communication, flexibility, consultation and co-operation at the workplace level between management and staff;
- c. provide straight-forward, consistent and flexible terms and conditions of employment;
- d. promote work/life balance and family-friendly initiatives that maintain the Employer's reputation as an Employer of choice;
- e. facilitate workplace change that improves the efficiency and effectiveness of service-provision and achieves the Employer's performance goals;
- f. demonstrate commitment to leadership and skills development that ultimately delivers excellence in care services and builds long-term workforce sustainability.

A2. NAME AND TYPE OF AGREEMENT

This Agreement is an Enterprise Agreement made pursuant to Part 2-4 of the Fair Work Act (2009) (The Act) and shall be known as the "Stella Maris Aged Care Limited, NSWNA & HSU Enterprise Agreement (NSW) 2015" (Agreement).

A3. PERSONS BOUND BY THIS AGREEMENT

This Agreement will be binding on:

- a. Stella Maris Aged Care Facility Limited (Employer);
- b. all Employees performing work within the Employment Classifications in the Employer's Facility;
- c. the New South Wales Nurses & Midwives' Association;
- d. the Australian Nursing & Midwifery Federation NSW Branch; and
- e. the HSU New South Wales Branch

A4. DATE AND DURATION

This Agreement will be lodged with Fair Work Commission in accordance with the Act and will commence operation seven days after the date of approval by Fair Work Commission until its nominal expiry date on 31 December 2017. After its expiry date the Agreement shall continue to operate until it is replaced or terminated under the Act.

The parties will endeavour commence negotiations on a successor for this Agreement at least three months before its nominal expiry date.

A5. RELATIONSHIP WITH POLICIES, LEGISLATION AND AWARDS

- a. The NES applies to all Employees under this Agreement. Where after the commencement of this Agreement the NES is varied, the following apply:
- (b) Where the NES provides, or is varied to provide, a condition or entitlement more favourable to the Employee in a particular respect than that set out in this Agreement, the condition or entitlement set out in the NES prevails.
- (c) Where the NES is varied to remove a condition or entitlement referred to or set out in this Agreement, that condition or entitlement will no longer have effect under this Agreement.
- (d) Where the NES is varied to provide a condition or entitlement less favourable to the Employee in a particular respect than that set out in this Agreement, the condition or entitlement in this Agreement may be overridden to the extent that it is more favourable than the NES as varied.

- (e) Where the NES is varied by removal or by providing a condition or entitlement less favourable to the Employee, in relation to Schedule Three – Pay Rates, Schedule Four Allowances and Clause 14 – Paid Personal Leave (Sick and Carer’s Leave) the Agreement will apply.

A6. WORKPLACE SAFETY AND REHABILITATION

The Employer is committed to providing and maintaining a safe and healthy work environment. The commitment extends to the provision of information, systems of work, instruction, training and necessary supervision to attempt to ensure the health and safety of all its Employees.

All Employees must take reasonable care of the health and safety of themselves and others, and must co-operate with the Employer in efforts to comply with workplace safety requirements.

Incidents and Hazards must be reported by an Employee to their team leader/manager as soon as possible. If there is an imminent threat to safety, the hazard must be reported immediately by the Employee to their team leader/manager.

In the event of a work related injury:

- All incidents that have resulted in workplace injuries must be reported immediately by the Employee to their team leader/manager.
- The Employer will provide effective rehabilitation assistance and claim management aimed at supporting injured Employees through their period of illness or injury, and then promoting optimal recovery and a safe return to work where possible.
- An injured Employee will cooperate with efforts to make the return to work process as smooth and as safe as possible.

In the event of a ‘journey’ incident, where an Employee sustains an injury on the way home from work, the Employee will notify their team leader/manager of the journey injury as soon as possible after the injury or incident, and where practical, no later than 24 hours after the incident or before the scheduled commencement of the Employee’s next shift (whichever is the earlier).

A7. CONSULTATION AND COMMUNICATION

It is acknowledged that effective working relationships can only be achieved and maintained if appropriate communication and consultation takes place. The parties are committed to communication and consultation and agree that effective mechanisms for communication are fundamental to the achievement of excellence in the workplace, flexibility and job satisfaction.

A8. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

(1) This term applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

(2) For a major change referred to in paragraph (1) (a):

(a) the employer must notify the relevant employees of the decision to introduce the major change; and

(b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion--provide, in writing, to the relevant employees:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this term, a major change is **likely to have a significant effect on employees** if it results in:

(a) the termination of the employment of employees; or

(b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain employees; or

(f) the need to relocate employees to another workplace; or

(g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):

(a) the employer must notify the relevant employees of the proposed change; and

(b) subclauses (11) to (15) apply.

(11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(12) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:

(a) discuss with the relevant employees the introduction of the change; and

(b) for the purposes of the discussion--provide to the relevant employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

"relevant employees" means the employees who may be affected by a change referred to in subclause (1).

A9. REASONABLE WORKLOAD MANAGEMENT

It is acknowledged that the Employer and Employees have a responsibility to maintain a balanced workload and the Employer recognises the adverse effects that excessive workloads may have on Employee/s and the quality of resident care.

Employee concerns involving excessive workloads should be raised using the Grievance Policy and workload management should be an agenda item at staff meetings on at least a quarterly basis.

A10. DISPUTE RESOLUTION

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

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

Step 2: If the dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred by either party to mediation or other alternative dispute resolution process to be conducted by a person agreed between the parties in dispute. If the parties cannot agree on a mediator, Fair Work Commission will be used.

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

If Fair Work Commission arbitrates this dispute, it may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions it considers necessary to make the arbitration effective.

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

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

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

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

A11. AGREEMENT FLEXIBILITY

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

Arrangements about when work is performed;

Overtime rates;

Shift Allowances and Weekend Allowances;

Allowances;

Leave Loading.

- b) The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
- c) The agreement between the Employer and the individual Employee must:
- Be confined to a variation in the application of one or more of the terms listed in clause A11a; and
 - Result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been agreed to.
- d) The agreement between the Employer and the individual Employee must also:
- Be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - State each term of this agreement that the Employer and the individual Employee have agreed to vary;
 - Detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
 - Detail how the agreement results in the individual Employee being better off overall in relation to the Employee's terms and conditions of employment; and
 - The date the agreement commences to operate
- e) The Employer must give the individual Employee a copy of the agreement within 14 days after it is agreed and keep the agreement as a time and wages record.
- f) Except as provided for in clause A11d the agreement must not require the approval or consent of a person other than the Employer and the individual Employee.
- g) An Employer seeking to enter into an agreement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- h) The agreement may be terminated:
- By the Employer or the individual giving 28 days notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - At any time, by written agreement between the Employer and the individual Employee.
- i) The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an Employer and an individual Employee contained in any other term of this agreement.

A12. NO EXTRA CLAIMS

This Agreement settles all claims in relation to the terms and conditions of employment of the Employees and the parties will not pursue any extra claims during the term of this Agreement.

A13. AVAILABILITY OF AGREEMENT

The Employer must ensure that copies of this Agreement and the NES are available to all Employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

B. DEFINITIONS

B1. INTRODUCTION

These definitions are made in accordance with the Act. Where there is an inconsistency between a definition in this Agreement and a definition found in the Act, the definition in the Act will apply to the extent of the inconsistency.

B2. GENERAL DEFINITIONS

For the purposes of this Agreement:

Act means the *Fair Work Act 2009 (Cth)*.

Agreement means this Stella Maris Aged Care Facility Limited, NSWNMA & HSU Enterprise Agreement (NSW) 2015.

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

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

Employer means Stella Maris Aged Care Facility Limited.

Employment Classifications means the Employment Classifications set out in Part E of this Agreement.

Facility means the Employer's premises currently located at 6 Coast Avenue, CRONULLA NSW 2230.

Immediate family means the members of an Employee's immediate family as defined in the Fair Work Act 2009 (Cth).

National Employment Standards (NES) means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009 (Cth)*.

Ordinary hours means the hours specified in clause F1 of this Agreement.

B3. SHIFT DEFINITIONS

Shift	Commencement Time
Early morning shift	From 4.00am and before 6.00am
Day shift	From 6.00am and before 10.30am
Morning shift	From 10.30am and before 1.00pm
Afternoon shift	From 1.00pm and before 4.00pm
Night Shift	From 4.00pm and before 4.00am

C. EMPLOYMENT RELATIONSHIP

C1. ENGAGEMENT

The Employer at the commencement of employment must write to each Employee stating their terms of engagement, and in particular whether they are a full-time, part-time, casual or fixed term Employee.

C2. EMPLOYMENT SCREENING

- a. The Employee will participate in all relevant employment screening required to be undertaken by the Employer in accordance with the Employer's policies and at law, including National Criminal Record Checks.
- b. The Employee will disclose to the Employer all things that could impair the Employee's position of trust and integrity including any criminal convictions or charges that could be relevant to the Employee's employment.
- c. The Employee will disclose to the Employer any notifiable disease or conditions that could impact on the Employee's position whilst providing care services to clients.
- d. The Employee acknowledges and recognises that satisfactory results of a National Criminal Record Check are a fundamental condition of employment.

C3. MINIMUM EMPLOYMENT PERIOD

- a. Employees (other than casual Employees) will be subject to a six month probationary period.
- b. If an Employee is absent from work during the probationary period for any reason, the probationary period may be extended by a period equal to the period of the absence by notice in writing, from the Employer.
- c. If the Employer is not satisfied with the Employee's performance during the probationary period, the Employer may extend the probationary period for a further period of up to three months by notice in writing.
- d. Probationary periods do not affect any minimum periods of employment required by the Act.

C4. EMPLOYMENT CATEGORIES

- a. Employees may be employed in any of the following employment categories:
 - Permanent (Full-Time or Part-Time)
 - Maximum Term (Full-Time or Part-Time)
 - Casual
 - Apprentice
- b. A **Full-Time Employee** is employed to work either a full-time week of 38 hours or an average of 38 hours per week over a four-week period.
- (c) A **Part-Time Employee** is employed to work a regular number of hours of less than 38 hours per week averaged over a fortnight.

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

- d. A **Maximum Term Employee** is employed for a maximum term for a specific task or project on either a full-time or part-time basis for a period of three months or more. Salary Packaging is available to Maximum Term Employees (refer to Clause H4).

The Employer may employ Maximum-Term Employees where such employment is necessary to meet the genuine operational requirements of the Employer, including, but not limited to:

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

- e. A **Casual Employee** is employed on an hourly basis as and when required and:
 - is engaged by the hour;
 - will be paid for actual time worked;
 - is not entitled to payment for public holidays not worked, nor payment for paid leave of any type (other than long service leave), nor leave loading or severance payments;
 - is not covered by clause F16 - Rosters;
 - will be entitled to unpaid parental leave if he/she is an "eligible casual Employee" as defined by the Act;
 - can be terminated by notice to the end of the current shift worked.
 - is entitled to casual loading as covered in clause H1c.
- f. An **Apprentice** is an Employee who is serving a period of training under a training contract for the purpose of rendering him or her fit to be a qualified worker in the industry. An apprentice must not

be permitted or required to perform work that would prevent the apprentice from attending classes at his or her relevant training establishment.

- g. A **Trainee** will be employed in accordance with the provisions set out in Schedule One. The rates contained in Schedule D will move in accordance with changes to the Trainee rates in the Aged Care Award 2010 as they vary from time to time.

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

- a. A Part-Time Employee may request the Employer to review their hours of work once every six (6) months, where the Employee is regularly working more than their specified contract hours at the request of the Employer.
- b. A Casual Employee who has worked on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment.
- c. The Employer may consent or refuse such a request, but must not unreasonably withhold agreement to such a request, taking into account the following;
- the operational requirements of the Service Line and Employer;
 - the pattern of hours;
 - whether the increase in hours is the direct result of an Employee being absent on leave;
 - whether the increase in hours is due to a temporary increase in hours, for example because of the specific needs of a resident or service.
- d. The need to review the contract hours or request for conversion to part-time employment will be initiated by the Employee in writing.

C6. LABOUR FLEXIBILITY AND MIXED FUNCTIONS

- a. An Employee may be directed to carry out duties that are within the limits of the Employee's skill, competence and training, and use the tools and equipment required, provided the Employee has the relevant skills and competence and has been properly trained.
- b. Where the Employer has decided there is no longer a requirement for a Deputy Residential Manager to be appointed in a workplace, the Employer will ensure that the workload previously performed by that nurse manager is adequately allocated to their management staff, and that the workloads of all other nurses on the nursing care roster within that workplace will remain consistent with their substantive role, duties and classifications.

C7. UNION DELEGATES

- a. The Employer recognises the right of all Employees to join a union, to access meaningful union representation, to participate collectively in workplace issues, and to collectively bargain through their union.
- b. The Employer will recognise delegates from HSU NSW Branch and delegates from NSW Nurses' & Midwives' Association in each workplace.
- c. A delegate shall be released to attend union business in accordance with the following:
- Five (5) days per calendar year to attend training facilitated by the Union to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment;
 - Three (3) days leave to attend either; the NSW Nurses' and Midwives Association Annual Conference/ HSU NSW Branch Conference; and
 - A minimum of four (4) weeks notice must be provided to the Employer of a request to attend such union business. The request must specify the time and nature of the union business.
- d. The release in clause C7c shall be at the discretion of the Employer and subject to refusal on reasonable business grounds.
- e. A delegate may access leave without pay, Annual Leave or Long Service Leave, for the purposes of attending such union business.

- f The Employer recognises union delegates by providing them with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities only for the purpose of carrying out work as a delegate.
- g. Union Delegate work should not be conducted during a rostered shift.

D. FLEXIBLE WORK ARRANGEMENTS

D1. INTRODUCTION

The Employer seeks to be a responsive, flexible organisation which provides excellent care to its residents, patients, and clients. Support will be given to Employees in balancing their work and life commitments as far as reasonable, taking into consideration the Employee's personal situation and the operational needs of the Employer. It is recognised that balancing these needs will create a more effective, productive and harmonious workplace.

Work Life Balance initiatives may include:

- Part-time work;
- Career breaks;
- Job-share;
- 'Purchased' extra leave;
- Paid parental leave;
- Flexible return to work options;
- Transition to retirement for mature-aged Employees.

D2. FLEXIBLE WORK ARRANGEMENTS

An Employee who is a parent, or who has the responsibility for the care, of a child may have a right to request Flexible Working Arrangements as outlined in the NES. These flexible working arrangements may include changes in the hours of work, changes in the patterns of work and changes in the location of work.

D3. FLEXIBLE WORK PATTERNS

Employees who do not fit the eligibility criteria to request flexible working arrangements under the NES have the opportunity to request flexible working arrangements to suit their personal circumstances. After receiving a written request, the Employer may agree to temporarily change the pattern of working hours of the Employee on the following terms:

- The Employer cannot be compelled to agree to such request;
- The arrangement must not change or affect any other Employee's number or pattern of working hours unless by mutual agreement between the Employees concerned;
- For operational reasons, the Employer may require the Employee to revert to the original work pattern.

E. EMPLOYMENT CLASSIFICATIONS

E1. INTRODUCTION

- a. All Employment Classifications have been placed into the relevant streams outlined below.
- b. Where classification levels are divided into increments, Employees may progress through these increments upon meeting the criteria.
- c. The Employer must advise Employees of their Employment Classification at the commencement of their employment and upon appointment to a different Employment Classification.

E2. RECOGNITION OF SERVICE AND EXPERIENCE

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

The Employee's new classification will apply from the date the evidence is received by the Employer.

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

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

E3. CLASSIFICATION DESCRIPTORS

I. GENERAL EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

Care Service Employee		
Care Service Employee	New Entrant	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 1	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 2	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 3	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 4, Level 1	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 4, Level 2	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 5	
Catering Officer	New Entrant	
Catering Officer		
Cook		
Chef		
Diversional Therapist		
Physiotherapist		
Pastoral Care Coordinator	New Entrant	
Pastoral Care Coordinator	Level 1	
Pastoral Care Coordinator	Level 2	
Maintenance Supervisor	Tradesperson	
Maintenance Supervisor	Otherwise	

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

Nursing
Assistant in Nursing
Assistant in Nursing Team Leader
Clinical Nurse Consultant
Clinical Nurse Educator
Clinical Nurse Specialist
Deputy Residential Manager
Enrolled Nurse
Enrolled Nurse (without Medication Qualification)
Nurse Educator
Nurse Practitioner
Registered Nurse
Senior Nurse Educator
Trainee Enrolled Nurse

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

CARE SERVICE EMPLOYEES

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

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Carry out simple tasks under supervision to assist a higher grade Care Service Employee attending to the personal needs of residents.	General assistance to higher grade Employees in the full range of domestic duties.	General labouring assistance to higher grade Employees in the full range of gardening and maintenance duties.

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

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Under limited supervision, provide assistance to residents in carrying out simple personal care tasks which shall include but not be limited to: supervise daily hygiene e.g. assisting with showers or baths, shaving, cutting nails; lay out clothes and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; assist	Performance under limited supervision of the full range of Domestic duties including but not limited to: general cleaning of accommodation, food service, and general areas; general waiting, table service and clearing duties; assistance in the preparation of food, including the cooking and/or preparation of light	Performance under limited supervision of labouring duties associated with gardening and general maintenance activities, including but not limited to: sweeping; hosing; garbage collection and disposal; keeping the outside of buildings clean and tidy; mowing lawns and assisting the gardener in labouring.

with meals. Under direct supervision, provide assistance to a higher Grade Care Service Employee in attending to the personal care needs of a resident.	refreshments; all laundry duties.	
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1.3 Care Service Employee Grade 2 means an Employee with relevant experience who works individually or in a team environment, and is responsible for the quality of their own work, subject to general supervision, including compliance with documentation requirements as determined by the Employer. Indicative tasks an Employee at this level may perform are as follows:

Typical Duties

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

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

(a) is designated by the Employer as having the responsibility for leading and/or supervising the work of others; or

(b) is required to work individually with minimal supervision and has been designated by the Employer as having overall responsibility for a particular function within the Facility.

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

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Coordinate and direct the work	Responsible for the planning,	Carry out maintenance, repairs,

of staff. Schedule work programs on a routine and regular basis. Develop and implement programs of activities for residents. Develop resident care plans.	ordering and preparing of all meals. Responsible for the provision of domestic services. Schedule work programs on a routine and regular basis. Coordinate and direct the work of staff. Drive a Minibus or Larger Vehicle.	gardening and other tasks falling within the scope of trades skills. Undertake the more complicated repairs to equipment and appliances calling for trade's skills. Coordinate and direct the work of staff performing gardening duties. Schedule work programs on a routine and regular basis.
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1.5 Care Service Employee Grade 4 means:

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

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

Typical Duties – Grade 4 - Level 1

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

- (b) **Level Two:** An Employee who is required to deliver medication to residents in the facility:
- previously defined as Nursing Homes (as at 31 December 2004) by the Nursing Homes Act 1988 (NSW); or
 - in which more than 80% of places are “allocated high care places” as defined in the Aged Care Act 1997 (Cth).

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

- a Certificate III in Aged Care Work (CHC30102); and
- a Certificate IV in Aged Care Work (CHC40102); and
- medication module – “Provide Physical Assistance with Medication” (CHCCS303A); or
- Hold other appropriate qualifications acceptable to the Employer.

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

1.6 Care Service Employee Grade 5

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

1.7 Other

Catering Officer New Entrant means an Employee with less than 500 hours work experience who assists with the cooking and provision of meals and who performs those duties under direct supervision. Such Employees perform routine functions requiring understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions including

compliance with documentation requirements as determined by the Employer. Problems should be referred to a more senior staff member.

“Catering Assistant” means a person who assists with the cooking and provision of meals.

“Cook” means a person who is responsible for cooking and providing meals and does not hold a Commercial Cookery qualification above Certificate III level.

“Chef” means a person responsible for cooking and providing meals who holds a Commercial Cookery qualification of Certificate IV level or above.

“Diversional Therapist” means a person who provides, facilitates and co-ordinates group and individual leisure and recreational activities. This person must be a graduate from an approved university course which includes: the Associate Diploma and Diploma of Applied Science (Diversional Therapy); Bachelor of Applied Sciences (Leisure and Health); Bachelor of Applied Science (Diversional Therapy); the Diploma or Bachelor of Health Sciences (Leisure and Health); the Associate Diploma in Diversional Therapy; or who has such other qualifications deemed to be equivalent. Masters Degree qualified Diversional Therapists will commence at 2nd year level and PhD qualified Diversional Therapists will commence at 3rd year level.

“Physiotherapist” means a person who holds an undergraduate degree in Physiotherapy and has met the requirements for entry into their respective professional body and is registered or conditionally registered by The Physiotherapy Board of Australia/APHRA.

“Pastoral Care Coordinator New Entrant” means an Employee who is completing a Diploma of Ageing and Pastoral Care or equivalent and has other appropriate qualifications/experience acceptable to the Employer. The Employee is required to act on those qualifications/experience and work with minimal supervision. In addition, the pastoral care coordinator may also be responsible for the provision of pastoral care services to Independent Living Unit residents.

“Pastoral Care Coordinator Level 1” means an Employee who holds a Diploma of Ageing and Pastoral Care or other appropriate qualifications/experience acceptable to the Employer and has less than 5928 service hours (equivalent to 3 years full-time) as a Pastoral Care Coordinator or equivalent. The Employee is required to act on those qualifications/experience and work with minimal supervision. In addition, the pastoral care coordinator may also be responsible for the provision of pastoral care services to Independent Living Unit residents.

“Pastoral Care Coordinator Level 2” means an Employee who holds a Diploma of Ageing and Pastoral Care or equivalent and has completed 5928 service hours as a Pastoral Care Coordinator or equivalent. The Employee is required to act on those qualifications/experience and work with minimal supervision. In addition, the pastoral care coordinator may also be responsible for the provision of pastoral care services to Independent Living Unit residents.

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

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

1.8 Miscellaneous

Note: Employees classified and paid as Recreational Activities Officers as at 10 November, 1998 shall be reclassified in accordance with the new definitions of Care Services Employee. Employees reclassified at Level 2 by virtue of the above exercise, shall be paid at Level 3 from the effective date of this Agreement, and continue to be so paid whilst employed in the provision of recreational activities by their current Employer. These Employees may be required to perform the duties of a Grade 3 Care Services Employee where they have the skill and competence to do so.

1.9 Home Care Employees

a. Home Care Employee – (New Entrant)

(i) Qualifying period and training

This is a Trainee level, which applies to new employees with less than 6 months' experience in the industry or less than 250 hours experience in Home Care but without previous relevant experience in personal care delivery.

New entrants employed prior to the date of approval of this agreement whose rate of pay is above the new entrant rate of pay within this agreement will have that rate of pay preserved until such time as they are reclassified to a position above that of a New Entrant.

An employee at this level must have basic written and verbal communication skills. The employer shall provide training and the employee shall work under general supervision.

At the end of a period of six months or 250 hours employment, whichever is first completed, employees who have satisfactorily completed the requirements of a New Entrant shall progress to Grade 1.

An opportunity may be given to the employee to be further trained in personal care. An employee trained in personal care may progress to Grade 2. Any progression to Grade 2 will be at the discretion of the employer.

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

(ii) Indicative Tasks

Indicative but not exclusive tasks include: the undertaking of domestic work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, assisting with banking and account payment, organising appointments, assistance with care of pets, and care of indoor and outdoor pot plants.

Indicative, but not exclusive tasks include: under limited supervision, providing assistance to clients in carrying out simple personal care tasks which shall include but not be limited to: supervise daily hygiene e.g. assisting with showers or baths, shaving, cutting nails; lay out clothes and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; assist with meals.

Under direct supervision: provide assistance to a higher grade employee in attending to the personal care needs of a client.

(iii) Accountability and extent of authority

An employee at this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and simple personal care tasks and is responsible for the quality of their work.

(iv) Judgment and decision-making

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.

(v) Interpersonal skills

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

(vi) Qualifications and experience

An employee in this level will have commenced on-the-job training which may include an induction course.

b. Home Care Employee - Grade 1

Means a person who satisfies the requirements of a New Entrant and has progressed to Grade 1 or who is appointed to Grade 1 and is not a New Entrant. Employee's at this level work under general supervision in domestic services and in carrying out simple personal care tasks. An employee at this level is required to assist the client to do personal care tasks for himself/herself and assist the client to maintain their independence in their own homes.

(i) The indicative tasks

The indicative tasks are the same as a New Entrant except the employee has completed the qualifying period and training necessary to be Grade 1.

In addition to carrying the simple personal care tasks of a New Entrant a Grade 1 shall be required to monitor the personal care needs of clients: this includes but will not be limited to medication monitoring.

(ii) Accountability and extent of authority

An employee at this level is responsible for the quality of their work.

(iii) Judgment and decision-making

Are the same as a New Entrant.

(iv) Interpersonal skills

Are the same as a New Entrant.

(v) Qualifications and experience

No formal qualifications necessary. An employee at this level will have completed all on-the-job training as required.

(vi) Special knowledge and Skills

An employee at Grade 1 shall be competent to carry out the broad range of domestic and housekeeping duties and competent to carry out simple personal care tasks relevant to assisting clients to maintain their independence in their own homes.

This employee must possess relevant skill and competence to perform such tasks. Where the employee does not possess such skills and competence, further training may be provided.

c. Home Care Employee - Grade 2

An employee at this level can perform the duties of a Home Care Employee Grade 1.

Employees at this level may be required to perform more complex tasks than a Grade 1 and, assist the client to do for himself/herself.

(i) Indicative Tasks

The indicative tasks for an employee at this Grade are as follows:

Showering/Bathing: all aspects of showering/bathing including assisting with mobility or transferring to and from shower/bath; assisting or transferring client to commode chair; total bed bath/sponge except where there are severely limited/uncontrollable body movements or serious comfort/health consideration.

Toileting: Helping clients to the toilet; assisting clients to use the toilet by loosening clothing; assisting clients to change own incontinence and sanitary pads; assisting clients with bottles; assisting self-catheterisation by holding mirror or positioning legs.

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

Menstrual Care: Assisting with menstrual care including the changing of tampons and sanitary pads.

Skin Care: Application of treatment creams to genital area and the changing of wound dressings.

Nasal Care:Cleaning noses.

Grooming: All hair care; care of nails; shaving (except where there are uncontrollable body movements); all dressing/undressing or assistance with dressing/undressing except where there are severely limited / uncontrollable body movements.

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

Medication:Assisting client with or administering liquid medicines, pills, powders, nose and eye drops. Suppositories; assist and support diabetic clients in the management of their insulin and diet and recognising the signs of both Hyper and Hypo-Glycaemia.

Transferring/Mobility:Transferring client in and out of bed/chair/car and assisting with mobility; using mechanical aids to lift and transfer clients.

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

Therapy:Assisting with therapy in any of the following circumstances:

- (i) low grade of assistance is required;
- (ii) carer/therapist is not on site and client is able to take responsibility for the therapy or carer/therapist is on site;
- (iii) simple instructions required rather than specialised training knowledge.

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

(ii) Accountability and extent of authority

Employees perform work under general supervision. Employees at this level have contact with the public or other employees, which involve explanations of specific procedures and practices. Employees at this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them. Employees at this level may assist others in the supervision of the work of a New Entrant, Grade 1 or Grade 2.

(iii) Judgment and decision-making

The nature of the work is clearly defined with established procedures well understood or clearly documented. Employees at this level are expected to use some originality in approach with solutions usually attributable to the application of previously encountered procedures and practices.

(iv) Specialist knowledge and skills

In addition to performing the domestic tasks of a Grade 1 an employee at this level is expected to provide all personal care (including supervising daily hygiene) and after competency based training can carry out the fitting and removal of aids and appliances, monitoring medications and the fitting and changing of catheters.

(v) Interpersonal skills

Are the same as New Entrant and Grade 1.

(vi) Qualifications and experience

At a minimum, an employee at this level will have satisfactorily completed the requirements of a Grade 1. Indicative but not exclusive of the qualifications required in this level include a Certificate III Home & Community Care or equivalent; or relevant experience/on-the-job training commensurate with the requirements of work in this level.

d. Home Care Employee - Grade 3

An employee at this level can perform the duties of a New Entrant, Grade 1 and Grade 2 and is required to directly attend to a client's needs, as opposed to assisting the client to do for himself/herself, because of the client's behaviour or the client's condition, frailty, and/or household environment.

Grade 3 employees may be involved in on-the-job training of Home Care Employees New Entrants, Grade 1 and 2 where required. Employees at this level will be designated by the employer as having the responsibility for leading/mentoring/training and/or supervising the work of others.

(i) Indicative Tasks

The indicative tasks for an employee at this Grade are all of the tasks of a New Entrant, Grade 1 or Grade 2 employee except that an employee at this level will be responsible for the more complex personal care needs of clients having regard to whether the client suffers from severely limited/uncontrollable body movements or serious comfort/health considerations. The indicative tasks for an employee at this level include, but will not be limited to, the following personal care needs:

Grooming: shaving (where there are uncontrollable body movements); all dressing / undressing or assistance with dressing/undressing where there are severely limited / uncontrollable body movements.

Transferring/Mobility: Assisting clients with transfers/mobility where:

- (i) Clients can offer limited/no assistance with weight bearing.
- (ii) Careful handling is required because of the client's health/disability.

- (iii) Some lifting or physically awkward movement is involved for employees in transfer/mobility.

Therapy: Assisting with therapy in any of the following circumstances:

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

Assistance with Eating: Assisting with eating where there is a risk of choking, vomiting or other eating difficulty is involved.

(ii) Accountability and extent of authority

The same as a Grade 2 except that Employees at this level may be asked to assist others in the supervision of the work of a New Entrant, Grade 1, 2, or 3.

(iii) Judgment and decision-making

The nature of the work is usually specialised, with established procedures and requiring personal judgement. An employee at this level will provide personal care and domestic assistance to clients with special needs. There is scope to exercise discretion in the application of established practices and procedures as the nature of the work is clearly defined, understood or clearly documented. Employees at this level shall exercise some originality in approaching problems with solutions usually attributable to application of previously encountered procedures.

(iv) Specialist knowledge and skills

Indicative but not exclusive tasks include: administrative and computer skills; process and record invoices and correspondence; prepare meals for special functions; provide input into meal planning; order foodstuffs and commodities; liaise with dieticians on special needs; schedule work programs on a routine and regular basis; co-ordinate and direct the work of support staff including maintenance (no more than four); oversee the provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis; plan, develop, and coordinate diversional therapy programs and attending to elementary household maintenance requirements.

(v) Interpersonal skills

Are the same as New Entrant, Grade 1 and 2

(vi) Qualifications and experience

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

e. Home Care Coordinator - Grade 1

An employee at this level may also be called an Assistant Care Co-ordinator.

(i) Accountability and extent of authority

Employees are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level may provide direction, leadership, administration and rostering of direct care employees. An employee at this level is required to work individually with minimal supervision.

(ii) Judgment and decision-making

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

(iii) Specialist knowledge and skills

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

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

(iv) Interpersonal skills

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

(v) Qualifications and experience

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

f. Home Care Coordinator - Grade 2

An employee at this level includes all of the duties of a Home Care Co-ordinator – Grade 1. A position in this level has the following characteristics:

(i) Accountability and extent of authority

- Positions in this level may co-ordinate resources and/or give support to more senior employees or be engaged in duties of a specialist nature.
- In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.
- Whatever the nature of the position, employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.
- Employees with co-ordination responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

(ii) Judgment and decision-making

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

(iii) Specialist knowledge and skills

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

(iv) Management skills

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

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

(v) Interpersonal skills

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

(vi) Qualifications and experience

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

2. CLERICAL & ADMINISTRATIVE EMPLOYEES

Grades: All Employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the Employee and subsequent graded positions.

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

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

- (i) The Employee may work under direct supervision with regular checking of progress.
- (ii) An Employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
- (iii) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

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

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

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

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

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

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

Grade 1 - Team: Complete allocated tasks.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. NURSES' EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

Assistant in Nursing means a person, other than a registered nurse, trainee or enrolled nurse who is employed in nursing duties in the Facility.

Assistant in Nursing - Team Leader means an Employee who holds either a Certificate Level III in Aged Care Work or other appropriate Qualifications/Experience acceptable to the Employer who is designated by the Employer as having the responsibility for leading and/or supervising the work of other Assistants in Nursing.

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

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

Clinical Nurse Specialist means:

(a) In a Facility where there are 250 or more beds:

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

(b) In a Facility where there are less than 250 beds:

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

Deputy Residential Manager (previously referred to as Deputy Director of Nursing and Assistant Director of Nursing) means a registered nurse appointed to assist the Residential Manager (previously referred to as Director of Nursing) in the management of the Facility and take a shared responsibility for the clinical care of residents when the Employer deems that assistance is required.

Enrolled Nurse means a person enrolled by the Nursing and Midwifery Board of Australia who

- prior to July 1, 2010 held an endorsement for medication administration; or
- subsequent to July 1, 2010 has completed the Board's required approved qualifications in order to have the notation on their licence removed. For a nurse who applies to have their enrolment notation removed, this classification shall also apply from the date upon which the Board so removes the notation; or
- has been enrolled for the first time subsequent to July 1, 2010.

Upon being "authorised to administer medications" by the Board, an Employee shall be classified as an EN.

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

Enrolled Nurse (without medication qualification) means a person enrolled by the Board as such but who has the following notation on their licence: "Does not hold Board-approved qualifications in the administration of medications" attached to their enrolment.

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

Nurse Educator means a registered nurse with a post registration certificate, who has relevant experience or other qualifications deemed appropriate by the Employer, and who is appointed to a position of Nurse Educator. A Nurse Educator shall be responsible for the development, implementation and delivery of nursing education programmes within the Facility. Nurse education programmes shall mean courses conducted such as post registration certificates, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses.

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

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

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

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

Senior Nurse Educator means a registered nurse with a post registration certificate or appropriate qualifications, who has, or is working towards, recognised tertiary qualifications in education or equivalent and has demonstrated experience and skills in the field of education, and who is appointed to a position of Senior Nurse Educator. A Senior Nurse Educator shall be responsible for one or more Nurse Educators in the planning, co-ordination, delivery and evaluation of educational programmes such as post registration certificate courses, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses for the Facility. Incremental progression shall be on completion of 12 months' satisfactory service.

Trainee Enrolled Nurse means a person who is being trained to become an enrolled nurse.

E4 RE-GRADING OF EMPLOYEE CLASSIFICATION

Where the nature of the work undertaken by an employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification, the employee may apply to have their position reclassified to the higher classification.

An application for re-grading by an employee must be made in writing.

The employer must respond to the request in writing within 3 weeks, indicating whether the application is approved or denied. Where denied the response must provide reasons.

Changes in work by themselves may not lead to a change in an employee's substantive classification. Factors with a bearing on the decision may include whether the changes:

- (i) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification;
- (ii) are permanent or temporary; and/or
- (iii) involve work at a higher classification or not (e.g. simply performing more work at the same classification or different work at the same classification would not qualify for re-grading).

F. HOURS OF WORK

F1. ORDINARY HOURS OF WORK

- a. The ordinary hours of work must not be worked over more than:
 - 76 hours per fortnight on more than 10 days; or
 - 152 hours per four weeks on more than 20 days;
 in accordance with the roster cycle of the service where the Employee is working.
- b. The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

F2. ARRANGEMENT OF HOURS

- a. Employees are entitled to be free from duty on four full days in each fortnight or eight full days in each four week cycle and these are referred to as Rostered Days Off. Every effort will be made for these days to be consecutive, unless otherwise agreed.
- b. Employees must not work more than seven consecutive days.
- c. At the request of an Employee, the Employer and the Employee may agree to alter the arrangement of hours.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

F3. MINIMUM HOURS

- a. Full-Time Employees will receive a minimum payment of four hours at the Employee’s basic periodic rate of pay for each start in respect of ordinary hours of work.
- b. Part-Time Employees will receive a minimum payment of three hours at the Employee’s basic periodic rate of pay for each start in respect of ordinary hours of work.
- c. Casual Employees will receive a minimum payment of two hours at the Employee’s basic periodic rate of pay for each start in respect of ordinary hours of work.
- d. The Employer will ensure there is provision for handover between Registered Nurses at the commencement of each shift to inform of any changes to a resident’s health status.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

F4. MINIMUM BREAKS BETWEEN SHIFTS

- a. Unless otherwise agreed, Employees must receive a minimum break of eight hours between shifts or ten hours between broken shifts.
- b. When the minimum break referred to above has not been provided and the next shift is due to commence then the Employee:
 - should be released from that part of the next shift without loss of pay until the required minimum break between shifts has been met, or
 - if the Employee agrees to work without the appropriate break, the Employee will be paid at overtime rates as set out in clause F9 until they are released from duty. Once released from duty the Employee will be entitled to be absent from work until they have had their appropriate break without loss of pay for the working time occurring during such an absence.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

F5. BREAKS

- a. Employees are entitled to a paid rest break each working day as follows:
 - one 10 minute break in each four hour period where the Employee works less than 7.6 hours; or
 - two 10 minute rest breaks, or one 20 minute rest break (if agreed to by the Employer), where the Employee works 7.6 hours or more.

Rest breaks will count as working time.

- b. Employees are entitled to an unpaid meal break each working day as follows:
 - between 30 and 60 minutes where the Employee’s shift is 10 hours or less; or
 - two 30 minute breaks, or one 60 minute break (if agreed to by the Employer), where the Employee’s shift is more than 10 hours.

Employees must not be required to work more than five hours continuously before taking the meal break.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

Meal breaks will not count as time worked.

- c. An Employer must provide the Employee with either a meal or a meal allowance (as set out in items 2, 3 or 4 of Schedule Three) if the Employee is required to work overtime for more than two hours and such overtime goes beyond:
 - a. 7:00am on a Night Shift (Item 2);
 - b. 1:00pm on an Early morning shift, Morning shift or Day shift (Item 3);
 - c. 6:00pm on an Afternoon Shift (Item 4).

F6. ALLOCATED DAYS OFF

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

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

F7. BROKEN SHIFTS

- a. A "broken shift" means a single planned shift worked by an Employee that includes one or more breaks in excess of that provided for meal breaks.
- b. The time between the commencement and termination of the broken shift must not exceed 12 hours.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

- c. For broken shifts worked, Employees will be paid the allowance set out in Schedule Four and shift and weekend allowances (determined by the commencement time) in accordance with clause F13.
- d. Any hours worked outside the 12 hour span of the broken shift will be paid at double time, or at double time and a half in the case of a public holiday.
- e. An Employee may agree to work broken shifts at any time.
- f. The Employer may require an Employee to work broken shifts in the following circumstances:
 - in an emergency – including staff absence; or
 - during a continuous period of up to 4 weeks.
 - In home care
- g. Other than as requested by an Employee, where an Employee has served a period of broken shifts other than in an emergency, the Employee will not be required to work broken shifts until the Employee has been off for a period, or in home care equivalent to the previous period.

F8. EXCURSIONS

This clause only applies to home care employees.

Where an employee agrees to supervise clients in excursion activities involving overnight stays away from home, the following provisions will apply:

- (a) Monday to Friday excursions
 - (i) Payment at the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
 - (ii) The employer and employee may agree to accrual of time instead of overtime payment for all other hours.
 - (iii) Payment of sleepover allowance in accordance with the provision of clause 33.
- (b) Weekend excursions
 - (i) Payment at the weekend rate of pay for time worked between the hours of 8.00 am to 6.00 pm Saturday to Sunday up to a maximum of 10 hours per day.
 - (ii) The employer and employee may agree to accrual of time instead of overtime payment for all other hours.
 - (iii) Where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.

F9. LIVE-IN HOME CARER

- (a) Live-in Home Carer - shall mean a home care employee who lives at the client's premises for a period of 24 hours or more.
- (b) For the purposes of the rates of pay for Live-in Housekeepers which are set out as daily rates of pay in Table 2 of Schedule B to this Agreement:
 - (i) A home care employee grade 1 shall be paid as a Live-in Home Carer grade 1;
 - (ii) A home care employee grade 2 shall be paid as a Live-in Home Carer grade 2;
 - (iii) A home care employee grade 3 shall be paid as a Live-in Home Carer grade 3;
- (c) The terms and conditions of this clause shall be in substitution for and not cumulative upon the entitlements in the following clauses: Clause 15 - Hours; Clause 18 - Overtime; Clause 19 - Shift and Weekend Work; Clause 20 - Public Holidays.
- (d) Employees required to live in shall be provided with full board and lodging free of charge.

- (e) A Live-in Home Carer shall after each five (5) consecutive days of duty, be entitled to two (2) consecutive days off provided that:
- (i) Such days may accumulate to a limit of six (6) and in any case must be taken at the conclusion of such service.
 - (ii) Where it is mutually agreed between the employer and the employee that under such circumstances the days of duty should continue, such days may accumulate to a limit of eight (8) to be taken at the conclusion of such service.
 - (iii) Provided that the Live-in Home Carer shall continue to receive the normal weekly wage during such days off.

F10. CLIENT CANCELLATION

- (a) Where a home care client cancels for reasons other than those outlined in sub-clause (b), permanent employees shall be entitled to receive payment for their guaranteed minimum number of hours in that pay period. The employer may direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other home care clients or otherwise in a residential aged care facility.
- (b) Where the employer is unable to meet the guaranteed minimum number of hours of a permanent employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:
 - (i) work shall be re-allocated from casual employees to the permanent employee; or
 - (ii) hours shall be reallocated from another employee who is working hours additional to their guaranteed minimum number of hours; or
 - (iii) where the employee agrees, the employee may have access to annual or long service leave; or
 - (iv) the employee may be stood down by the employer in accordance with s. 524 of the Act.
- (c) Notwithstanding the provisions in sub-clauses 15.3(b)(i) to 15.3(b)(iv) inclusive, if after 6 weeks - or earlier if by mutual agreement - the employer is unable to provide the guaranteed minimum number of hours, the employer may initiate redundancy proceedings in accordance with Clause 33 - Redundancy.
- (d) Nothing in this clause shall prohibit the employee and employer reaching agreement as to a period of authorised unpaid leave.

F11. REASONABLE ADDITIONAL HOURS

- a. The operational requirements of the Employer will, on occasion, require some Employees to work reasonable additional hours.
- b. All hours worked over an average of 76 ordinary hours per fortnight or 152 hours per four week period in accordance with the roster cycle of the service, will be additional hours.
- c. Part time Employees may be asked to work reasonable additional hours beyond their cont number of hours up to 76 hours per fortnight or 152 hours per four week period in accordance with the roster cycle of the service.
- d. All additional hours worked by the Employee and approved by the Employer will be paid for in accordance with this Agreement.
- e. An Employee is required to work the additional hours unless the hours are unreasonable taking into account:
 - any risk to the Employee's health and safety ;
 - the Employee's personal circumstances including any family responsibilities;

Applies to:	
<input checked="" type="checkbox"/>	Full-Time
<input checked="" type="checkbox"/>	Part-Time
<input checked="" type="checkbox"/>	Casual

- the operational requirements of the workplace of the Employer;
- the notice (if any) given by the Employer of the additional hours and by the Employee of his or her intention to refuse to work the additional hours;
- whether any of the additional hours are on a public holiday; and the Employee's hours of work over the 4 weeks ending immediately before the Employee is required or requested to work the additional hours.

F12. OVERTIME

- a. All overtime (including time in lieu of overtime) must be agreed to by the Employer prior to such overtime being worked.
- b. Subject to Clause F9 (c) all hours worked by Employees outside the ordinary hours will be paid at their basic periodic rate of pay at:
- time and one-half (150%) for the first two hours and then double time (200%);
 - double time (200%) for all overtime worked on Sunday; or
 - double time and one-half (250%) for all overtime worked on Public Holidays.
- c. Employees will be entitled to overtime where the total hours worked exceeds 76 hours in a fortnight or 152 hours per four week period, in accordance with their roster cycle.
- d. All Employees will be entitled to overtime for any shift in excess of 10 hours or for day workers any hours in excess of 10 hours in a day.
- e. If an Employee agrees to work without an appropriate break as set out in clause F4, they will be paid overtime rates as set out above.
- f. Employees who are recalled to work overtime after leaving the Employer's place of work must be paid:
- a minimum of four hours at the applicable overtime rate (and Employees will not be required to work the full four hours if work is completed earlier, except in unforeseen circumstances); and
 - the lesser of the actual travel expenses incurred to return to work or the allowance set out in Item 5 of Schedule Four where the Employee elects to use the Employee's own vehicle.
- This does not apply to Employees working broken shifts (Clause F7).
- g. For the purposes of assessing overtime:
- each day stands alone; however
 - where overtime worked is continuous and extends beyond midnight, all overtime hours will be considered as one day.
- h. Time off in lieu of overtime must be agreed to and approved beforehand by the Employer.
- i. Instead of receiving payment for authorised overtime, Employees may be compensated by way of Time In Lieu on the following basis:
- Employees cannot be compelled to take Time In Lieu and an Employer cannot be compelled to agree to provide the Employee with Time In Lieu;
 - Time In Lieu is taken on the basis of one hour for each hour of overtime worked;
 - Payment for Time In Lieu is to be paid at the basic periodic rate of pay plus applicable shift and weekend allowances in accordance with clause F10 as if the time was worked when taking such Time In Lieu;
 - The Employer must maintain records of the Time In Lieu owing and taken by Employees;
 - Where no election is made, the Employee shall be paid overtime rates in accordance with this Agreement;
 - Time In Lieu must be taken within four months of it being accrued at a mutually agreed time. Where it is not possible to take time In lieu within the four month period, it is to be paid out at the appropriate overtime rate based on the rates applying at the time payment is made.

Applies to:	
<input checked="" type="checkbox"/>	Full-Time
<input checked="" type="checkbox"/>	Part-Time
<input checked="" type="checkbox"/>	Casual

F13. SHIFT AND WEEKEND WORK

- a. All Employees are entitled to the following **shift allowances** calculated on their basic periodic rate of pay for shifts rostered with the following exception:

Part Time and Casual Employees are only entitled to these allowances where their ros commence prior to 6.00am or finish after 7.00 pm.

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

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time*
<input checked="" type="checkbox"/> Casual*
<small>*Applies to some Part-Time and Casual Employees</small>

Casual Employees are entitled to the casual loading in clause H1 and the allowances above, where applicable.

- b. All Employees are entitled to the following **weekend allowances** calculated on their basic periodic rate of pay for ordinary hours worked on a weekend:

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

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

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

F14. PUBLIC HOLIDAYS

- a. The Employer owns and operates health, aged and community care services. The parties acknowledge that the nature of the work performed by the Employee, the type of employment and the nature of the Employer’s workplace will require some Employees to work on Public Holidays.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

- b. Public Holidays will be :
- New Years Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Easter Sunday, Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day; and
 - the next business day after the Boxing Day public holiday; and
 - any other day duly declared and observed as a public holiday or local event day within the State or region in which the Employee is employed.
- c. An Employee who is rostered to work and does work on a Public Holiday will be paid double time and a half (250%) of their basic periodic rate of pay for the time worked. This amount is instead of shift and weekend allowances. Alternatively, if a full-time or part-time employee elects, payment shall be half time extra for all time worked in addition to the ordinary rate and have one ordinary working day added t be taken in conjunction with the period of annual leave. A maximum of 5 days can be added and it not used in the year will be paid out to the employee.
- d. Full Time Shift Workers rostered off duty on a Public Holiday will be paid one additional day’s pay at the base periodic rate of pay unless the Employee requests in writing to have one day added to

their annual leave. This request may be made in at the start of each calendar year and cannot be changed during that year. A maximum of 5 days can be added and if not used within the year, these additional days will be paid out to the employee.

F15. ATTENDANCE AT MEETINGS

Employees may be required from time to time to attend compulsory meetings which may fall outside the ordinary hours of work and will be entitled to receive ordinary pay per hour for the actual time spent in attendance at such meetings, provided where time spent in attendance is less than four (4) hours, the Employee will be paid as if the meeting was for four (4) hours, where mandatory training is outstanding the mandatory training will be completed in the employees extra time allocated for the meeting.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

F16. ROSTERS

a. At least two weeks prior to the start of the roster period, the ordinary hours of work for Shift Workers must be:

- displayed on a roster in a place accessible to Employees; or
- communicated to the Employee in writing (including by electronic means).

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

b. The Employer is not obliged to display or communicate any roster of ordinary hours of work for Casual Employees or relieving staff.

c. The Employer may alter and communicate changes in the roster at any time if there is a genuine need, such as unplanned Employee absences or emergencies.

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

- be paid at overtime rates: or
- take time in lieu at a time agreed between the Employee and the Employer.

F17. WORKLOAD MANAGEMENT

The parties to this agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognises the adverse effects that excessive workloads may have on employee/s and the quality of resident/client care.

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

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

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

- (a) Clinical assessment of 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) Replacement of employees on leave; and
- (h) Budgetary considerations.

If the issue is still unresolved, the employee/s may advance the matter through Clause 42 - Grievance and Disputes Resolution Procedures. Arbitration of workload management issues may only occur by agreement of all parties.

G. ALLOWANCES

G1. SHIFT, WEEKEND AND PUBLIC HOLIDAY ALLOWANCES

- a. The allowances applicable to shift work and work on weekends are set out in clause F13 above.
- b. The allowance applicable to work on public holidays is set out in clause F14 above.

G2. IN-CHARGE ALLOWANCE

- a. A Registered Nurse who is designated to be in charge of the Facility or section during a shift will be paid the allowance set out in Item 8, 9 or 10 of Schedule Four where applicable.
- b. An Employee who receives the In-Charge Allowance is not eligible for the Higher Duties Allowance.
- c. Registered Nurses holding classified positions of a higher grade than a Registered Nurse are excluded from this clause.

G3. VEHICLE/TRAVELLING ALLOWANCE

- a. Subject to the Employer being satisfied that the Employee has incurred the expenses:
 - Where an Employee is called upon and agrees to use the Employee's private vehicle for work-related travel, the Employee will be paid the allowance set out in Item 6 of Schedule Four; or
 - Where an Employee is required to use public transport for work-related travel, the Employee is to be reimbursed the actual expenses reasonably incurred for such travel.

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

- b. An Employee sent for duty to a place other than the Employee's regular place of duty must be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- c. In accordance with the Employer's Motor Vehicle Policy, the Employer will provide reimbursement up to the amount specified in the policy in the event of loss or damage to their vehicle that was sustained while it was being used for work purposes.

G4. UNIFORMS AND LAUNDRY ALLOWANCE

- a. Subject to (c) below, Sufficient suitable and serviceable uniforms or overalls will be supplied free of cost, to each Employee required to wear them. An Employee to whom a new uniform or part of a uniform has been supplied by the Employer, who fails to return the corresponding article last supplied, will not be entitled to have such article replaced without payment for it at a reasonable price, in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
- b. Upon termination, an Employee will return any uniform or part thereof supplied by the Employer, which is still in use by the Employee, immediately prior to leaving.
- c. In lieu of supplying a uniform or uniform item where required to an Employee, the Employer will pay the Employee the weekly allowance set out in Item 20 of Schedule Four to this Agreement. Item 20 of Schedule Four includes uniform, sock or stockings, cardigan or jacket and shoes.
- d. If, in any service, the uniforms of an Employee are not laundered at the expense of the service, the sum per week set out in Item 11 of Schedule Four to this Agreement will be paid to the said Employee. Provided that the payment of such laundry allowance will not be made to any Employee on absences exceeding one week.
- e. An Employee who works less than 38 hours per week will be entitled to the allowance prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

- f. Each Employee whose duties require them to work out of doors will be supplied with overboots and sufficient raincoats will be made available for use as necessary.
- g. Each Employee whose duties require them to work in a hazardous situation with or near machinery, will be supplied with appropriate protective clothing and equipment.

G5. ON CALL ALLOWANCE

- a. An Employee is on call if the Employee agrees to make themselves ready and available to return to work at short notice while off duty.
- b. An Employee on call must be paid the allowance in Item 12 of Schedule Four for each period of 24 hours or part thereof.
- c. When an Employee who is On Call is recalled to work refer to Overtime Clause F9f.
- d. Where an Employee on call leaves the workplace and is recalled to duty, the Employee shall be reimbursed reasonable travel expenses incurred or the allowance in Item 5 of Schedule Four where the Employee elects to use the Employee's own vehicle.
- e. This clause does not apply to the Employment Classification of Deputy Residential Manager.

G6. ON CALL DURING MEAL BREAK ALLOWANCE

- a. An Employee who is directed to remain on call during a meal break will be paid the meal break allowance in Item 13 of Schedule Four.
- b. This clause does not apply to the Employment Classification of Deputy Residential Manager.

G7. CONTINUING EDUCATION ALLOWANCE

- a. An Employee who has completed a higher education qualification that is additional to the qualification relevant for registration or enrolment, will be paid the allowance in Items 14 to 17 of Schedule Four subject to the following:

- Allowances will be payable as follows:

Classification	Qualification	Allowance
Registered Nurse	Post-graduate certificate (not a hospital certificate)	Item 14
Registered Nurse	Post-graduate diploma or degree (not nursing undergraduate)	Item 15
Registered Nurse	Master's degree or doctorate	Item 16
Enrolled Nurse	Certificate IV qualification (unless this upgrades the qualification leading to enrolment)	Item 17

- Indicative fields of post graduate training include but are not limited to aged care, continence, gerontology, dementia care, community psychiatric, mental health/psychiatric nurse practice, psycho-geriatric nursing/mental health for older persons, palliative care, wound management, infection control, advanced nursing practice and rehabilitation.
 - The allowance will only be paid if the Employer accepts that the qualification is directly relevant to the competency and skills used by the Employee in the duties of their position;
 - An Employee is only entitled to one allowance, being the allowance of the highest monetary value;
 - An Employee must provide evidence to the Employer that they hold that qualification;
 - The allowance is not included in the Employee's basic periodic rate of pay;
 - Part-Time and Casual Employees are entitled to the allowance on a pro-rata basis.
- b. This clause applies to Enrolled Nurses and Registered Nurses, but does not apply to:
 - Clinical Nurse Specialists;

- Clinical Nurse Consultants;
- Clinical Nurse Educators; or
- Deputy Residential Managers unless it can be demonstrated to the satisfaction of the Employer that more than 50% of the Employee's time is spent doing clinical work.

G8. HIGHER DUTIES ALLOWANCE

An Employee who is called upon to fully relieve an Employee in a higher classification for one or more full shifts is entitled to receive a higher duty allowance equal to the minimum payment for the higher classification for the period.

G9. SLEEPOVER ALLOWANCE

- a. A sleepover means sleeping in at night for a period of 8 to 10 hours in order to be on call and available for emergencies. An emergency is any unplanned occurrence or event requiring prompt action.
- b. An Employee undertaking a sleepover is entitled to the allowance as set out in clause G8 (d).
- c. Employees, other than Employees in the Nursing Employment Classifications (Nurses), may be required to sleepover. Nurses may undertake sleepovers by agreement.
- d. For each sleepover, Employees shall be provided with:
 - free board and lodging;
 - a separate room with a bed and use of staff facilities;
 - a sleepover allowance equivalent to 2.4 hours of the Employee's basic periodic rate of pay.
- e. If an Employee is directed to perform work other than work of an emergency nature during any sleepover, in addition to the sleepover allowance, the Employee will be paid the lesser of the hourly rate of pay;
 - from the start of the sleepover to the end of the non-emergency work; or
 - from the start of the non-emergency work to the end of the sleepover.
- f. All time worked during any sleepover shall count as time worked and be paid for as follows:
 - Full-time Employees will be paid at overtime rates.
 - Part-Time and Casual Employees will be paid at their basic periodic rate of pay plus applicable shift and weekend penalties.

If the total number of hours worked by a Part-Time Employee on that night exceeds ten hours, then the excess hours will be paid at overtime rates.

If the total number of hours worked in the fortnight exceeds 76 hours in the fortnight, then the excess hours worked in that fortnight will be paid at overtime rates.
- g. An Employee must not be required to sleepover during any part of their days off and/or their ADOs.
- h. Where an Employee has performed so much work during a sleepover and has not been provided with an 8-hour break between the sleepover and the Employee's next rostered shift is due to commence:
 - the Employee will be released either before or after their shift so they have the appropriate break without loss of pay; or
 - if the Employee is directed to work without the appropriate break, the Employee will be paid until they are released from duty at double time (200%) and will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay.
- i. This clause does not preclude the Employer from rostering an Employee to work shift work in lieu of undertaking sleepovers.

G10. SERVICE ALLOWANCE

- a. All full-time Employees (previously employed under the Charitable Aged and Disability Care Services (State) Award), appointed prior to 1 June, 1980, will after 10 years' continuous service

with the Employer, be paid in addition to the rates prescribed in Schedule Three and Schedule Four of this Agreement, a service allowance in the following manner:

For 20 years of service and over 10%.

- b. Payments will be made on the usual pay day when other payments under this Agreement are made.
- c. Continuous service with the Employer prior to the commencement of this Agreement will be taken into account when calculating service for the purposes of this clause.
- d. Continuous service will be deemed not to have been broken by absence from the Employer due to membership of the defence forces of the Commonwealth in time of war or during any period of special leave for members of the Military Reserve Forces.

G11. APPRENTICE ALLOWANCES

- a. Apprentices are entitled to reimbursement for fares reasonably incurred travelling to and from college to their place of residence.
- b. Apprentices are entitled to the weekly allowance in Item 7 of the Schedule Four if they obtain and provide to the Employer:
 - a certificate or statement evidencing that the Apprentice has passed the first year technical college examination; and
 - a report confirming satisfactory conduct, punctuality and progress of the Apprentice at college.

G12. CATERING SITE MANAGEMENT ALLOWANCE

An Employee who is classified as a Chef and is designated to be responsible for the management of the catering service at a site, other than their normal place of work, will be paid the allowance set out in Item 18 of Schedule Four.

G13. MENTOR ALLOWANCE

An Employee who is designated to be a Mentor and has completed four (4) units from the Certificate IV in Workplace Training and Assessment Course will be paid the allowance set out in Item 19 of Schedule Four.

H. REMUNERATION AND BENEFITS

H1. REMUNERATION

- a. An Employee's remuneration will be paid fortnightly in arrears by electronic transfer in accordance with the Act and Regulations.
- b. Full-Time and Part-Time Employees are entitled to be paid the basic periodic rate of pay in Schedule Three for the appropriate Employment Classification for all ordinary hours worked.
- c. Casual Employees are entitled to be paid the basic periodic rate of pay in Schedule Three for the appropriate Employment Classification plus a casual loading of 25% for all ordinary hours worked. Casual loading is not paid on weekends and public holidays where allowances listed under F10b (for weekends) and F11 (public holidays) are payable.
- d. Apprentices are entitled to be paid the basic periodic rate of pay in Schedule Three for the appropriate Employment Classification for all ordinary hours worked.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual
<input checked="" type="checkbox"/> Apprentice
<input type="checkbox"/> Trainees

H2. SALARY INCREASES

- a. The Employer is committed to providing salary increases that reward Employees for their efforts and that are aligned to industry standards.
- b. Salary increases for the life of the Agreement are:
 - (i) Non clinical Employees and AIN's

- 3% fpp July 2015
- 3% fpp July 2016
- 3% fpp July 2017

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

(ii) Clinical Employees

Increases will be as per the NSW Public Health System Nurses' and Midwives' (State) Award and Crown Employees Nurses' (State) Award but will not be less than 2.5% and not more than 3% per annum

- c. Any increases in rates of pay by the Fair Work Commission Minimum Wage Panel (or any other industrial body or tribunal) effective prior to or during the term of this Agreement may be absorbed into the salary increases set out above. In addition, the increases offset any underpayment arising from any Fair Work Commission Minimum Wage Panel (or any other industrial body or tribunal) determination, order or decision effective prior to or during the term of this Agreement to the extent that they may be offset.
- d. Any Employee whose current salary is above the rate scheduled in this Agreement will remain on the higher rate of pay. Future pay increases will be absorbed until the rate of pay for the Employee's classification meets and/or succeeds this higher rate of pay, unless otherwise determined by the Employer.

H3. OPTION FOR ANNUALISED SALARIES

- a. The Employer wishes to provide flexible remuneration arrangements for Employees by making the option available for an Employee to receive an annualised salary.
- b. Annualised salary means that some or all of the allowances, leave loading and other additional benefits which the Employee might have received are rolled up with their basic periodic rate of pay and paid fortnightly as an average. The Employee receives the benefits whether or not they were actually entitled to them in that pay period.
- c. An Employee who wishes to have an annual salary arrangement needs to make a request in writing to the Employer. If the Employer agrees, the Employer and the Employee will sign an agreement that must specify the new annualised salary.
- d. The written agreement must specify which of the following clauses of the Agreement will no longer apply to the Employee while the arrangement is in place:
 - Overtime (clause F9);
 - Allowances (Part G);
 - Annual leave loading (clause I3).
- e. The annualised salary must be sufficient to cover the amount the Employee would have been entitled to if all required payments included in this Agreement (including the entitlements above), had been paid within:
 - the year; or
 - the period of employment if the Employee's employment ends prior to the completion of a year.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

H4. SALARY PACKAGING

- a. The Employer has made salary packaging arrangements available for those Employees who wish to take advantage of the benefits.
- b. Employees (except Casual Employees) are able to package and structure their remuneration in accordance with the Employer's salary packaging policy.
- c. If existing taxation law is changed and that change impacts salary packaging arrangements, the Employer may decide to discontinue the arrangements.
- d. The Employer will give at least three months written notice of any change or cancellation to the salary packaging arrangements, unless it is unable to do so because of legislative requirements.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

H5. SUPERANNUATION

- a. The Employer will make superannuation contributions to an approved complying superannuation fund nominated by the Employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

- b. Should an Employee fail to nominate a fund, the Employer will make superannuation contributions into the Employer's default fund . or any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme.
- c. The Employer supports those Employees who wish to make voluntary contributions to superannuation. Employees may contribute an agreed portion or an agreed amount of their pre-tax salary to their nominated superannuation fund.

H6. SALARY ADJUSTMENTS

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

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

I. LEAVE

I1. LEAVE ENTITLEMENTS

- a. Employees are entitled to the leave provided in the Act and this Agreement (as set out below) and such leave will be administered in accordance with the Employer's policies.
- b. For all periods of authorised paid leave, Employees are entitled to be paid their basic periodic rate of pay.
- c. Part-Time Employees are entitled to leave on a pro-rata basis.
- d. Casual Employees have no entitlement to leave other than unpaid personal leave, unpaid compassionate leave and long service leave.
- e. Eligible casual Employees as defined by the Act have an entitlement to unpaid parental leave.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

I2. ANNUAL LEAVE

Employees are entitled to annual leave for each year of service in accordance with the NES to be taken at a time that is mutually agreeable between the Employee and the Employer.

- a. All Full Time and Part Time Employees are entitled to four weeks annual leave.
- b. Shift workers are entitled to one additional week of Annual Leave.
- c. For the purposes of the NES a shift worker is defined as:
 - An Employee who is regularly rostered to work their ordinary hours outside Monday to Friday, 6am to 7pm; and/or
 - An Employee who works for more than four ordinary hours on 10 or more weekends.
- d. The Employer may direct an Employee to:
 - take two weeks annual leave where they have accrued a balance of more than eight weeks; or
 - take leave during a shut down.

If directed to take excessive leave, the Employer will provide the Employee with written notification of their leave balance and will be asked how and when they will take leave to reduce this balance, including by the submission of an annual leave form. Alternative arrangements may be put in place by the Employer if an Employee is building leave balances in planning for a significant personal occasion or event (such as travel, maternity, or another special occasion).

- e. Annual leave credited to an Employee may be cashed out as per the NES and is subject to the following conditions:
 - the Employee must elect in writing to receive pay in lieu of an amount of annual leave;
 - 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 can only be cashed out if the Employee's remaining accrued annual leave entitlement is at least 4 weeks and;
- the Employer has agreed to the Employee cashing out the annual leave.

13. ANNUAL LEAVE LOADING

- a. Full-Time Employees are entitled to annual leave loading of the greater of:
- 17.5% on four weeks of the Employee's basic periodic rate of pay; or
 - any shift and weekend allowances that they would have been paid had they not been on leave.
- b. Upon termination Employees are entitled to be paid annual leave loading for any accrued but untaken leave.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

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

- a. Full-Time Employees are entitled to 10 days paid personal leave for each year of service in accordance with the NES.
- b. Part-Time Employees are entitled to 10 days prorated paid personal leave for each year of service in accordance with the NES
- c. Personal leave is either:
- sick leave taken by an Employee because the Employee is not fit for work because of a personal illness or personal injury, affecting the Employee; or
 - carer's leave taken by an Employee to provide care or support to a member of the Employee's immediate family or a member of the Employee's household who requires care or support because of a personal illness or a personal injury affecting the member or an unexpected emergency affecting the member.
- d. Any unused personal leave accrues each year.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

15. UNPAID PERSONAL LEAVE

- a. Once an Employee's entitlement to paid personal leave has been exhausted, Employees are entitled to up to two days unpaid carer's leave per permissible occasion in accordance with the NES.
- b. Unpaid carer's leave can be taken by an Employee to provide care or support to a member of the Employee's immediate family or a member of the Employee's household who requires care or support because of a personal illness or a personal injury of the member or an unexpected emergency affecting the member.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

16. FAMILY VIOLENCE LEAVE

- a. The Employer is committed to providing workplace support to Employees experiencing Family Violence.
- The leave entitlements provided in clauses I4 and I5, Paid Personal Leave and Unpaid Personal Leave may be used by Employees experiencing family violence.
 - The Employee may request flexible working arrangements subject to operational requirements, including changes to working times and leave without pay.
 - Family Violence means Domestic Violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

17. COMPASSIONATE LEAVE

- a. Employees are entitled to compassionate leave in accordance with the NES:
- for the purposes of spending time with a person who is a member of the Employee's immediate family or a member of the Employee's household and has a personal illness, or a personal injury, that poses a serious threat to his or her life; or

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

- after the death of a member of the Employee's immediate family or a member of the Employee's household.
- b. Full Time or Part Time Employees are eligible for up to three days paid compassionate leave per occasion.
 - c. Casual Employees are entitled to unpaid compassionate leave.
 - d. If any additional compassionate leave is required, then Employees may utilise any other form of leave as appropriate or apply for leave without pay.

18. UNPAID PARENTAL LEAVE

- a. Employees are entitled to 12 months unpaid parental leave in accordance with the NES. An Employee may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the available parental leave period in accordance with the NES.
- b. Parental leave comprises primary carer leave, secondary carer leave and adoption leave.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual*

*Applies to eligible casual Employees

19. PAID PARENTAL LEAVE

Paid Parental Leave – Primary Carer

- a. Employees are entitled to nine (9) weeks paid parental leave at ordinary pay from the date parental leave commences.
- b. 'Ordinary pay' for paid parental leave purposes, means an employee will be paid the highest of:
 - the average of the ordinary hours actually worked by the employee in the 12 month period ending at the commencement of parental leave; or
 - the ordinary hours worked by the employee at the time of the commencement of parental leave.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

Paid Parental Leave – Secondary Carer

- a. Employees are eligible for one (1) weeks paid parental leave at ordinary pay from the date the child is born (or following rostered day) or custody of the child commences.
- b. 'Ordinary pay' for paid parental leave purposes, means the ordinary hours worked by the employee at the time of the commencement of parental leave.

110. LONG SERVICE LEAVE

- a. Employees are entitled to long service leave after completing five years of continuous service.
- b. An Employee with an entitlement to long service leave may elect to access their entitlement on full pay, or at half pay, or at double pay.
- c. Employees will accrue long service leave as follows:

Completed years of continuous service	Long Service Leave
Less than 5 years	nil
5 years	4.33 weeks
10 years	an additional 4.33 weeks
15 years and each 5 years thereafter	an additional 10.825 weeks

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

- d. Employees are entitled to access their long service leave on a pro-rata basis as follows:
 - if an Employee has completed five, but less than 10, years of continuous service, the Employee is entitled to a proportionate amount of long service leave on the basis of 4.33 weeks for each five years of service; and
 - if an Employee has completed 15 years or more of continuous service, the Employee is entitled to a proportionate amount of long service leave on the basis of 10.825 weeks for each five years of service.

- e. When an Employee takes a period of long service leave, the Employer will pay the Employee their basic periodic rate of pay in respect of the period of leave.
- f. Employees are required to give the Employer four weeks' written notice of their intention to take their long service leave entitlement. Long service leave will be taken as soon as practicable having regard to the needs of the workplace, or may be postponed to an agreed date.
- g. After the Employee has accrued more than 10 weeks long service leave, the Employer may direct the Employee to commence a period of long service leave due to them on the provision of four weeks' written notice and having regard to the needs of the workplace.
- h. The Employee may take a period of long service leave due to them either in a lump sum or in separate periods. The minimum period of long service leave as leave taken is one week. Long service leave must be taken in whole weeks.
- i. Upon termination of employment for reasons other than serious and wilful misconduct, after the initial five years of continuous service, the Employee is entitled to payment of all untaken long service leave (calculated on a pro-rata basis in accordance with clause I10c) at the Employee's basic periodic rate of pay.
- j. Employees who have accrued long service leave prior to this Agreement will retain that accrued long service leave entitlement.
- k. Casual Employees are entitled to long service leave in accordance with the *Long Service Leave Act 1955* (as amended or replaced).

I11. "PURCHASED" EXTRA LEAVE (PEL)

- a. The Employer may offer Permanent Employees the opportunity to "purchase" up to an additional two weeks of leave each year. Purchased leave enables an Employee to access additional leave in a given year in exchange for a proportional reduction in their salary over 12 months and is treated as leave without pay.
- b. An Employee wishing to purchase leave must elect in writing, at the beginning of each financial year (i.e. at 1 July each year), if they wish to purchase extra leave and, if so, whether the leave purchased will be one or two weeks. Under such an agreement the Employee's salary will be reduced at the rate of 1.92% for each week of leave purchased.
- c. Annual leave entitlements will always be exhausted before the Employee's purchased leave will be accessed.
- d. All purchased leave must be accessed over the 12 month period (i.e. by 30 June each year). If any leave purchased is not used at the end of a 12 month period, or the Employee wishes to cease the arrangement, the foregone salary (if any) will be re-credited and paid to the Employee.
- e. Superannuation entitlements will be calculated on the pre-reduction salary and leave loading does not apply to purchase leave.
- f. Any overpayment of purchased leave may be withheld as a salary adjustment under clause H6 of this Agreement.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

I12. SPECIAL DISASTER LEAVE

- a. Employees are entitled to Special Disaster Leave when they are absent from duty as a direct result of floods, cyclonic disturbances, bushfires or earthquakes to initially address their personal domestic situation.
- b. An Employee will be paid for the first day of Special Disaster Leave and may apply for any remaining days taken to be paid from the Employee's annual leave or long service leave balance.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

I13. CEREMONIAL LEAVE

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

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

I14. LEAVE WITHOUT PAY

a. Leave without pay is available only in exceptional circumstances when all accrued annual, paid personal or long service leave has been exhausted. The requirements and circumstances for leave without pay must be discussed with, and approved by, the Employer, whose approval may be withheld at their absolute discretion.

b. If a period of leave without pay exceeds 14 days, the entire leave without pay period will not count for service-based entitlements including long service, personal, annual leave or redundancy.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

c.

J. STAFFING AND DEVELOPMENT

J1. TRAINING

- a. Employees will be given ongoing training as necessary, relevant to their roles and responsibilities.
- b. Where practicable, training will be provided to Employees during their normal rostered hours of work. Where it is not:
 - Employees will attend training outside their normal rostered working hours when required to do so by the Employer;
 - The Employer will aim to provide Employees with two weeks' notice of the requirement to attend training outside of their normal rostered working hours;
 - Where an Employee attends training they will be paid their basic periodic rate of pay and the Vehicle/Travelling Allowance (Item 5 of Schedule Four) for the travel time that is in excess of the time normally taken for the Employee to attend work;
 - Where time spent in attendance at training is less than 4 (four) hours, the Employee will be paid as if the meeting was for four (4) hours. However, where mandatory training is outstanding, the additional time will be used to complete the mandatory training.
 - Training must be arranged so that Full-Time Employees receive a minimum break as set out in clause F5. Where practicable, similar arrangements should also be made available to all other Employees.

J2. PROFESSIONAL DEVELOPMENT AND STUDY LEAVE

- a. The Employer seeks to provide and support training and educational opportunities to ensure that Employees are able to meet the Employer's best practice objectives.
- b. Further staff development can be achieved through a formal course of study at a recognised institution, or developmental activities such as management or executive programs, conferences and seminars.
- c. Consistent with the above, Employees are entitled to up to five days paid study leave per year for courses related to work and approved by the Employer. Such leave is not applicable to Casual Employees, will not accrue year to year and will be pro-rated for Part-Time Employees. For nursing staff, these 5 days should be utilised for professional development required to maintain registration with the applicable government body.
- d. Approval by the manager for study leave must be granted prior to the Employee registering for formal courses of study, conferences or seminars.

K. TERMINATION OF EMPLOYMENT

K1. RESIGNATION

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

Employee's period of continuous service	Notice
Not more than 1 year	One week
More than 1 year but not more than 3 years	Two weeks
More than 3 years but not more than 5 years	Three weeks
More than 5 years	Four weeks
Casual Employee	To the end of the current shift

Applies to:
<input checked="" type="checkbox"/> Permanent
<input checked="" type="checkbox"/> Fixed Term
<input checked="" type="checkbox"/> Casuals

K2. TERMINATION ON NOTICE

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

Applies to:
<input checked="" type="checkbox"/> Permanent
<input checked="" type="checkbox"/> Fixed Term
<input checked="" type="checkbox"/> Casuals

Employee's period of continuous service	Notice
Not more than 1 year	At least one week
More than 1 year but not more than 3 years	At least two weeks
More than 3 years but not more than 5 years	At least three weeks
More than 5 years	At least four weeks

A Care Service Employee Grade 5 and Deputy Residential Manager are entitled to four weeks' notice.

If the Employee is over 45 year of age and has completed at least two years of continuous service with the Employer, the Employee is entitled to an additional week's notice.

- b. The Employer may terminate the employment of a Casual Employee by giving notice to the end of the current shift worked.
- c. The Employer may terminate the employment of an Employee during the probationary period by giving one week's written notice or payment in lieu, of such notice.
- d. During the notice period, the Employer may require the Employee to not report to work, or may provide the Employee with alternate duties, for all or part of the notice period.

K3. ABANDONMENT OF EMPLOYMENT

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

Applies to:
<input checked="" type="checkbox"/> Permanent
<input checked="" type="checkbox"/> Fixed Term
<input checked="" type="checkbox"/> Casuals

K4. REDUNDANCY

- a. Redundancy occurs where the Employer has made a definite decision that the Employer no longer has a business/operational requirement for the position and this is not due to the ordinary and customary turnover of labour.
- b. Upon termination of the Employee's employment due to redundancy, the Employer will pay the Employee the following severance payment:
- Where the Employee is under 45 years of age:

Applies to:
<input checked="" type="checkbox"/> Permanent
<input checked="" type="checkbox"/> Fixed Term
<input checked="" type="checkbox"/> Casuals

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

- Where the Employee is 45 years of age or over:

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

5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

- c. The Employee is not entitled to notice (clause K2) or severance pay where:
- the Employee's position is redundant and the Employee is offered employment in another position comparable in status and remuneration to their position; or
 - part or all of the Employer's business is transmitted by way of sale, assignment or succession and the Employee is offered employment with the purchaser, assignee or successor of the business (or part) on terms that overall are no less favourable than provided for in this Agreement.
- d. For the purposes of this clause "continuous service" means an Employee's service with the Employer during the whole of the period, including a period of authorised paid leave. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an Employee but are not to be taken into account.
- e. For the purposes of this clause "Weeks pay" means the greater of:
- the Employee's basic periodic rate of pay (excluding overtime), plus the following allowances (where applicable) broken shift allowance, shift and weekend work allowances, sleepover allowance and district and divisional allowances; or
 - the Employee's average actual weekly earnings over the preceding twelve months from the date of termination.

K5. DISCIPLINARY MATTERS

- a. In all dealings with employees, which may lead to a disciplinary outcome, including termination, the employer commits to the principles of procedural fairness, natural justice and the right to a support person.
- b. An employee required to attend a disciplinary meeting will be entitled to ordinary pay for the duration of meeting.

EXECUTED by the parties

EXECUTED by the parties

EXECUTED by **THE EMPLOYER** by being signed by those persons who are authorised to sign on its behalf:

[Signature]
 Witness

DANNE TRAN.
 Name of Witness

*48 MONTPELIER RD
 BOWEN HILLS*
 Address of Witness

DATED *22 4 06*

[Signature]
) Stella Maris Aged Care Facility Limited
Helen Miller
 Name of Authorised Officer
Director Care Services
 Position of Authorised Officer
6 Coast Ave, Cronk NSW.
 Address of Authorised Officer
281 05 115.

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SCHEDULE ONE – NATIONAL TRAINING WAGE NON-NURSING STAFF

1.1 Application

This National Training Wage Schedule applies only to trainees who, but for the operation of this agreement, would be covered by the Aged Care Award 2010.

1.2 Definitions

In this schedule:

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

approved training means the training specified in the training contract

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

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

(a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;

(b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and

(c) not include any period during a calendar year in which a year of schooling is completed

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

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

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

trainee is an Employee undertaking a traineeship under a training contract

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

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

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

year 10 includes any year before Year 10

1.3 Coverage

1.3.1 Subject to clauses 1.3.2 to 1.3.6 of this schedule, this schedule applies in respect of an Employee covered by this award who is undertaking a traineeship whose training package and AQF

certificate level is allocated to a wage level by Appendix D1 to this schedule or by clause 1.5.4 of this schedule.

1.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix D1 to this schedule.

1.3.3 This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

1.3.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

1.3.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

1.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the Employee.

1.4 Types of Traineeship

The following types of traineeship are available under this schedule:

1.4.1 a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

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

1.5 Minimum Wages

1.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause 1.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix 1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	279.50	307.9	366.80
Plus 1 year out of school	307.90	366.80	426.80
Plus 2 years out of school	366.80	426.80	496.70
Plus 3 years out of school	426.80	496.70	568.70
Plus 4 years out of school	496.70	568.70	
Plus 5 or more years out of school	568.70		

(b) Wage Level B

Subject to clause 1.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$

School leaver	279.50	307.90	356.90
Plus 1 year out of school	307.90	356.90	410.50
Plus 2 years out of school	356.90	410.50	481.40
Plus 3 years out of school	410.50	481.40	549.10
Plus 4 years out of school	481.40	549.10	
Plus 5 or more years out of school	549.10		

(c) Wage Level C

Subject to clause 1.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

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

(d) AQF Certificate Level IV traineeships

(i) Subject to clause 1.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clause 1.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

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

1.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses 1.5.2(f) and 1.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$

School leaver	9.19	10.14	12.07
Plus 1 year out of school	10.14	12.07	14.05
Plus 2 years out of school	12.07	14.05	16.34
Plus 3 years out of school	14.05	16.34	18.70
Plus 4 years out of school	16.34	18.70	
Plus 5 or more years out of school	18.70		

(b) Wage Level B

Subject to clauses 1.5.2(f) and 1.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.91	10.14	11.75
Plus 1 year out of school	10.14	11.75	13.50
Plus 2 years out of school	11.75	13.50	15.84
Plus 3 years out of school	13.50	15.84	18.07
Plus 4 years out of school	15.84	18.07	
Plus 5 or more years out of school	18.07		

(c) Wage Level C

Subject to clauses 1.5.2(f) and 1.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

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

(d) School-based traineeships

Subject to clauses 1.5.2(f) and 1.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix D1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12

per hour	per hour
\$	\$
9.19	10.14

(e) AQF Certificate Level IV traineeships

(i) Subject to clauses 1.5.2(f) and 1.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses 1.5.2(f) and 1.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

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

(f) Calculating the actual minimum wage

(i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses 1.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

(ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses 1.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.

(iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses 1.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

1.5.3 Other minimum wage provisions

(a) An Employee who was employed by an Employer immediately prior to becoming a trainee with that Employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the Employee has suffered a reduction in their minimum wage.

(b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

1.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix D1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

1.6 Employment conditions

1.6.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.

1.6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

1.6.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be

regarded as time worked for the Employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

1.6.4 Subject to clause 1.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

SCHEDULE TWO – SUPPORTED WAGE SYSTEM

1. Workers Eligible for a Supported Wage

This clause defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

(a) "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in [Supported Wage System: Guidelines and Assessment Process].

(b) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

(c) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act* 1991, as amended from time to time, or any successor to that scheme.

(d) "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

2. Eligibility Criteria

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

The clause does not apply to any existing Employee who has a claim against the Company which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of team members who are injured in the course of their current employment.

The Agreement does not apply to the Company in respect of their facility, programme,

undertaking service or the like which receives funding under the *Disability Services Act* 1986 and fulfils the dual role of service provider and sheltered Company to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the *Disability Services Act* 1986, or if a part only has received recognition, that part.

3. Supported Wage Rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing, according to the following schedule:-

Assessed Capacity	% of Prescribed Agreement Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%

80%

80%

90%

90%

However the minimum amount payable shall be not less than \$75.00 per week. Adjustments to the minimum amount payable will be increased to reflect any increases flowing from any Supported Wage decision that may apply during the life of the Agreement.

* Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

4. Assessment of Capacity

For the purpose of establishing the percentage of the Agreement rate to be paid to an Employee under this Agreement, the productive capacity of the team member will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (a) the Company, in consultation with the Employee or;
- (b) the Company and an accredited Assessor from a panel agreed by the parties to the Agreement and the Employee.

5. Lodgement of Assessment Instrument

(a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Agreement wage to be paid to the Employee, shall be lodged by the Company with the Registrar of Fair Work Commission.

(b) All assessment instruments shall be agreed and signed by the parties to the assessment.

6. Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process or review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

7. Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only.

Employees covered by the provisions of this clause will be entitled to equal terms and conditions of employment as all other workers covered by this Agreement, paid on a proportionate basis.

8. Workplace Adjustment

When the Company wishes to employ a person under the provisions of this clause, reasonable steps shall be taken to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of the job duties, working time arrangements and work organisation in consultation with other workers in the area.

9. Trial Period

(a) In order for an adequate assessment of the Employee's capacity to be made, the Company may employ a person under the provision of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

(b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

(c) The minimum amount payable to the Employee during the trial period shall be no less than \$75.00 per week.

(d) Work trials should include induction or training as appropriate to the job being trialled.

(e) Where the Company and the Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under Clause 4, Assessment of Capacity.

SCHEDULE THREE – PAY RATES

Hourly Pay Rates for Permanent Employees

Classification Stream	Current \$ per hour	First full pay period on or after 01-Jul-15 \$ per hour	First full pay period on or after 01-Jul-16 \$ per hour	First full pay period on or after 01-Jul-17 \$ per hour
Assistant in Nursing				
Under 18 years				
1 st year	18.9	19.47	20.05	20.65
2 nd year	19.65	20.24	20.85	21.47
Thereafter	19.65	20.24	20.85	21.47
Trainee Enrolled Nurse				
Over 18 years				
1 st year	19.37	19.95	20.55	21.17
2 nd year	19.95	20.55	21.16	21.80
3 rd year	20.54	21.16	21.79	22.44
Thereafter	21.14	21.77	22.43	23.10
Enrolled Nurse				
Team Leader	21.88	22.54	23.21	23.91
Under 18 years				
1 st year	17.25	17.77	18.30	18.85
2 nd year	17.25	17.77	18.30	18.85
Thereafter	17.84	18.38	18.93	19.49
Over 18 years				
1 st year	19.02	19.59	20.18	20.78
2 nd year	19.62	20.21	20.81	21.44
3 rd year	20.24	20.85	21.47	22.12
Care Service Employee				
New Entrant	18.14	18.68	19.24	19.82
New Entrant - Care Stream	18.9	19.47	20.05	20.65
Grade 1	19.36	19.94	20.54	21.16
Grade 2	21.14	21.77	22.43	23.10
Grade 3	21.88	22.54	23.21	23.91
Grade 4 Level 1	23.06	23.75	24.46	25.20
Level 2, 1 st year	25.75	26.52	27.32	28.14
2 nd year	26.37	27.16	27.98	28.82
3 rd year	26.99	27.80	28.63	29.49
Grade 5		27.60	28.43	29.29
From	26.8	0.00	0.00	0.00
To	39.93	41.13	42.36	43.63
Home Care Employees				
New Entrant		0.00	0.00	0.00
(a) pre 1/2/2012	18.87	19.44	20.02	20.62
(b) post 1/2/2012	18.32	18.87	19.44	20.02
Grade 1	19.43	20.01	20.61	21.23
Grade 2	20.43	21.04	21.67	22.32
Grade 3	21.89	22.55	23.22	23.92
Where after 01/02/2012 a HCE Grade 1 or 2 is required to hold a Certificate III qualification.		0.00	0.00	0.00
Grade 1	19.43	20.01	20.61	21.23
Grade 2	19.92	20.52	21.13	21.77
Home Care Coordinator		0.00	0.00	0.00
Grade 1	22.8	23.48	24.19	24.91

Grade 2	25.47	26.23	27.02	27.83
Live in Housekeepers (Daily rates)		0.00	0.00	0.00
Grade 1	192.02	197.78	203.71	209.83
Grade 2	217.31	223.83	230.54	237.46
Grade 3	252.44	260.01	267.81	275.85
Maintenance				
Maintenance Supervisor (Otherwise)	22.9	23.59	24.29	25.02
Maintenance Supervisor (Otherwise) – in charge of staff	23.41	24.11	24.84	25.58
Maintenance Supervisor (Tradesperson)	24.89	25.64	26.41	27.20
Maintenance Supervisor (Tradesperson) – in charge of staff	25.39	26.15	26.94	27.74
Catering				
Catering Assistant New Entrant	20.18	20.79	21.41	22.05
		0.00	0.00	0.00
Catering Assistant	21.14	21.77	22.43	23.10
		0.00	0.00	0.00
Cook		0.00	0.00	0.00
0-40 beds	23.65	24.36	25.09	25.84
41-80 beds	24.31	25.04	25.79	26.56
Over 80 beds	24.98	25.73	26.50	27.30
		0.00	0.00	0.00
Chef		0.00	0.00	0.00
0-40 beds	28.07	28.91	29.78	30.67
41-80 beds	30.82	31.74	32.70	33.68
Over 80 beds	33.01	34.00	35.02	36.07
Diversional Therapist				
1 st year	21.97	22.63	23.31	24.01
(Masters Degree Entry) 2 nd year	22.99	23.68	24.39	25.12
(PhD Entry) 3 rd year	24.15	24.87	25.62	26.39
4 th year	25.04	25.79	26.56	27.36
5 th year	26.05	26.83	27.64	28.47
Physiotherapist				
	29.84	30.74	31.66	32.61
Pastoral Care Coordinator				
New Entrant	23.06	23.75	24.46	25.20
Level 1	27.47	28.29	29.14	30.02
Level 2	29.46	30.34	31.25	32.19
Apprentices				
Apprentice Chef		0.00	0.00	0.00
1 st year	13.13	13.52	13.93	14.35
2 nd year	18.06	18.60	19.16	19.73
3 rd year	20.24	20.85	21.47	22.12
Apprentice Gardener				
1 st year	10.95	11.28	11.62	11.97
2 nd year	13.13	13.52	13.93	14.35
3 rd year	17.5	18.03	18.57	19.12
4 th year	19.69	20.28	20.89	21.52

Juniors				
20 years & under	18.14	18.68	19.24	19.82
Adults				
Grade 1	20.94	21.57	22.22	22.88
Grade 2	22.23	22.90	23.58	24.29
Grade 3	23.58	24.29	25.02	25.77
Grade 4	24.65	25.39	26.15	26.94
Grade 5	25.78	26.55	27.35	28.17
Clerical and Administrative Employees				
Juniors				
< 16 years	14.09	14.51	14.95	15.40
17 years	14.86	15.31	15.76	16.24
18 years	15.81	16.28	16.77	17.28
19 years	16.76	17.26	17.78	18.31
20 years	17.61	18.14	18.68	19.24
Adults				
Grade 1	20.94	21.57	22.22	22.88
Grade 2	22.23	22.90	23.58	24.29
Grade 3	23.58	24.29	25.02	25.77
Grade 4	24.65	25.39	26.15	26.94
Grade 5	25.78	26.55	27.35	28.17
Thereafter	20.87	21.50	22.14	22.81
Enrolled Nurse		Increases as per H2(b)(ii)	Increases as per H2(b)(ii)	Increases as per H2(b)(ii)
Level (a)	24.64			
Level (b)	25.14			
1 st Year	25.75			
2 nd Year	26.37			
Thereafter	26.99			
1 st Year	23.35			
2 nd Year	23.81			
3 rd year	24.14			
4 th Year	25.64			
Thereafter	25.14			
Registered Nurse		Increases as per H2(b)(ii)	Increases as per H2(b)(ii)	Increases as per H2(b)(ii)
1 st year	28.96			
2 nd year	30.74			
3 rd year	32.61			
4 th year	34.59			
Thereafter	36.88			
Nurse Unit Manager		Increases as per H2(b)(ii)	Increases as per H2(b)(ii)	Increases as per H2(b)(ii)
Level 1				
1 st year	40.71			
2 nd year	41.86			
Level II	42.87			
Level III	44.02			

Clinical Nurse Specialist			Increases as per H2(b)(ii)	Increases as per H2(b)(ii)	Increases as per H2(b)(ii)
		38.2			
Clinical Nurse Consultant			Increases as per H2(b)(ii)	Increases as per H2(b)(ii)	Increases as per H2(b)(ii)
		45.12			
Clinical Nurse Educator			Increases as per H2(b)(ii)	Increases as per H2(b)(ii)	Increases as per H2(b)(ii)
		38.2			
Nurse Educator			Increases as per H2(b)(ii)	Increases as per H2(b)(ii)	Increases as per H2(b)(ii)
	1 st year	40.71			
	2 nd year	41.86			
	3 rd year	42.87			
	4 th year	45.12			
Senior Nurse Educator			Increases as per H2(b)(ii)	Increases as per H2(b)(ii)	Increases as per H2(b)(ii)
	1 st year	46.21			
	2 nd year	47.16			
	3 rd year	48.73			
Nurse Practitioner			Increases as per H2(b)(ii)	Increases as per H2(b)(ii)	Increases as per H2(b)(ii)
	1 st year	50.26			
	2 nd year	51.39			
	3 rd year	52.86			
	Thereafter	54.32			
	< 20 beds	42.71			
	21 – 75 beds	43.81			
	76 – 100 beds	44.81			
	101-150 beds	45.79			
	151 – 200 beds	47.16			
	201 – 250 beds	48.73			
	251 – 350 beds	50.56			
	351 – 450 beds	52.36			
	451 – 750 beds	54.31			
	> 750 beds	56.42			

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

SCHEDULE FOUR- ALLOWANCES

Allowances

Item No.	Clause	Description	Per	Current	First full pay period on or after	First full pay period on or after	First full pay period on or after
					1-Jul-15	1-Jul-16	1-Jul-17
1	F 7 c	Broken Shift	Shift	9.31	9.59	9.88	10.17
2	F 5 c	Overtime Breakfast	Meal	14.06	14.48	14.92	15.36
3	F 5 c	Overtime Luncheon	Meal	18.19	18.74	19.30	19.88
4	F 5 c	Overtime Evening Meal	Meal	26.52	27.32	28.14	28.98
5	F 9 f G 5 d J 1 b	Vehicle Allowance	Km	0.38	0.39	0.40	0.42
6	G 3 a	Vehicle Allowance – official business	Km	0.79	0.81	0.84	0.86
7	G 11 b	Apprentice – TAFE Examination Allowance	Week	2.14	2.20	2.27	2.34
8	G 2 a	In charge of Facility less than 100 beds	Shift	24.16	24.88	25.63	26.40
9	G 2 a	In charge of Facility, 100 beds or more	Shift	38.92	40.09	41.29	42.53
10	G 2 a	In charge of section	Shift	24.16	24.88	25.63	26.40
11	G 4 d	Laundry	Week	5.97	6.15	6.33	6.52
12	G 5 b	On call	Day	21.54	22.19	22.85	23.54
13	G 5 c	On call during meal break	Period	11.65	12.00	12.36	12.73
14	G 6 a	Continuing Education Allowance: RN Postgraduate Certificate (not a hospital certificate)	Week	20.28	20.89	21.52	22.16
15	G 6 a	Continuing Education Allowance: RN Postgraduate Diploma or Degree (not nursing undergraduate)	Week	33.79	34.80	35.85	36.92
16	G 6 a	Continuing Education Allowance: RN Master's Degree or Doctorate	Week	40.54	41.76	43.01	44.30
17	G 6 a	Continuing Education Allowance: EN Certificate IV qualification (unless upgrades the qualification leading to enrollment)	Week	13.51	13.92	14.33	14.76
18	G12	Catering Site Management Allowance	Hour	2.76	2.84	2.93	3.02
19	G 13	Mentor Allowance	Hour	0.74	0.76	0.79	0.81
20	G 4 c	Uniform	Week	15.12	15.57	16.04	16.52

APPENDIX 1 - ALLOCATION OF TRAINEESHIPS TO WAGE LEVELS

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

D1.1 Wage Level A

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

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

D1.2 Wage Level B

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

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

D1.3 Wage Level C

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

Brett Holmes

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

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Coral Levett

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

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

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

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



Gerard Hayes
Secretary
Health Services Union NSW Branch
Level 2, 109 Pitt Street
SYDNEY NSW 2000



WITNESS

Janaki Puvanarajah CPA
(9577598)
Level 2, 109 Pitt Street
SYDNEY NSW 2000

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