



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185—Approval of enterprise agreement

Aevum Limited

(AG2010/1477)

AEVUM LTD NSWNA & HSU ENTERPRISE AGREEMENT 2010

Aged care industry

COMMISSIONER MCKENNA

SYDNEY, 24 JUNE 2010

Application for approval of the Aevum Ltd NSWNA & HSU Enterprise Agreement 2010.

[1] An application has been made for approval of an enterprise agreement known as the *Aevum Ltd NSWNA & HSU Enterprise Agreement 2010* (“the Agreement”). The application was made pursuant to s.185 of the *Fair Work Act 2009* (“the Act”). The application has been made by Aevum Ltd (“the applicant”). The Agreement is a single-enterprise agreement.

[2] I am satisfied each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The applicant has provided written undertakings addressing a number of matters I raised with the parties during proceedings. A copy of the undertakings is attached to this decision and marked Annexure ‘A’. I note that under s.191 of the Act, the undertakings are taken to be terms of the Agreement.

[3] The New South Wales Nurses’ Association (“NSWNA”) and the Health Services Union (“HSU”), being bargaining representatives for the Agreement, concur with the undertakings. The NSWNA and HSU have given notice under s.183 of the Act that they want to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers those organisations.

[4] The Agreement is approved and will, in accordance with cl.2 of the Agreement, operate from 6 July 2010. The nominal expiry date of the Agreement is 31 December 2012.



COMMISSIONER

Annexure 'A'



Fair Work Matter Number: AG2010/1477

Undertaking

- 1) **Clause 4 Definitions and Interpretation** of Immediate family – This provision will also include in its definition reference to child of the spouse, de facto partner or same sex partner.
- 2) A copy of this undertaking will be affixed to all copies of this agreement distributed by the employer and the respective union covered by the Agreement; and
- 3) The employer will forward to all employees a copy of this undertaking.

Undertaking

- 1) **Clause 30.3 Cashing Out of Annual Leave** – in accordance with Section 93(2) of the Act include:
 - v) A minimum balance of 4 weeks annual leave must be maintained after cashing out any Annual Leave
- 2) A copy of this undertaking will be affixed to all copies of this agreement distributed by the employer and the respective union covered by the Agreement; and
- 3) The employer will forward to all employees a copy of this undertaking.

Undertaking

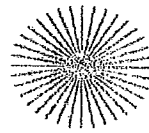
- 1) **Clause 35 Parental Leave** –
 - (i) The provision of subclause 35.1 shall be changed to read:

“Parental Leave may be for primary and non-primary care givers. Parental leave entitlements extend to “eligible casual Employees” and same sex partners.
 - (ii) The provision of subclause 35.3 (e) will not apply.
- 2) A copy of this undertaking will be affixed to all copies of this agreement distributed by the employer and the respective union covered by the Agreement; and
- 3) The employer will forward to all employees a copy of this undertaking.

Undertaking

- 1) **Clause 33 Personal/Carers and Compassionate Leave** –
 - (i) The provisions of subclause 33.1, 33.7, 33.9, where reference is made to refer to alternative clauses shall be changed from 32 to 33.
- 2) A copy of this undertaking will be affixed to all copies of this agreement distributed by the employer and the respective union covered by the Agreement; and
- 3) The employer will forward to all employees a copy of this undertaking.

Aevum Limited ACN 087 648 891 • Level 6, 23-25 O'Connell Street, Sydney NSW 2000
GPO Box 5282, Sydney NSW 2001 • Telephone (02) 8223 0900 • Facsimile 02 8223 0999 • www.aevum.com.au



aevum
LIMITED

I agree to apply the above undertakings on behalf of Aevum Limited:

Signature: Nicole Quince
Name: NICOLE QUINCE
Title: HEAD OF PEOPLE STRATEGIES
Date: 24/6/10

I concur with the above undertakings:

Signature: Brian Mason
Name: BRIAN MASON
Organisation: NSW Nurses Association
Date: 24/6/10

Signature: F. Johnston
Name: FRANCES JOHNSTON
Organisation: HEALTH SERVICES UNION
INDUSTRIAL OFFICER
Date: 24/6/10

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PART 1 - APPLICATION AND OPERATION

1. TITLE

This Agreement shall be known as the Aevum Ltd NSWNA & HSU Enterprise Agreement 2010 and throughout is referred to as "this Agreement".

2. COMMENCEMENT DATE

This Agreement commences on the first full pay period 7 days after the Agreement is approved, or, 6 July 2010 whichever is the later date.

3. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on the first full pay period 7 days after the Agreement is approved by Fair Work Australia, or, 6 July 2010 whichever is the later date and shall remain in force until 31 December 2012 and thereafter in accordance with the Fair Work Act 2009.

4. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the contrary intention appears:

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

Shift Worker for the purpose of the NES means an Employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker.

Employee refers to an Employee of Aevum Limited whose employment would, but for this Agreement, be regulated by the Nurses Award 2010 and Aged Care Award 2010.

Employer or Management means Aevum Limited

Fair Work Act means the Fair Work Act 2009

Fair Work Australia ("FWA") refers to the statutory body established under the Fair Work Act 2009 or any successor organisation established under Commonwealth legislation, which performs the functions of conciliation and arbitration.

Immediate Family means: a spouse, or de facto partner (including same sex relationships), child, parent, grandparent, grandchild or sibling of the Employee;

Manager means a person responsible overall for site or facility or their representative

NES means the National Employment Standards contained within the Fair Work Act 2009

Supervisor means a person responsible for supervising the Employee

Union or Unions means the Health Services Union; the New South Wales Nurses' Association and the Australian Nursing Federation New South Wales Branch.

5. COVERAGE

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

- (a) Aevum Limited;
- (b) the Health Services Union;
- (c) the New South Wales Nurses' Association;
- (d) the Australian Nursing Federation; and
- (e) all those Employees currently employed under the Aged Care Award 2010 or the Nurses Award 2010 performing work within the classifications contained in this Agreement and employed in a retirement village or a residential aged care facility or community care program run from an aged care site in Australia.

6. ACCESS TO THE AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS

The Employer must ensure that copies of this Agreement and NES are available to all applicable Employees either on a noticeboard which is conveniently located at the workplace or through electronic means.

7. AGREEMENT FLEXIBILITY

7.1 The Employer and Employees covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (a) the individual flexibility arrangement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

7.2 The Employer must ensure that the terms of the individual flexibility arrangement:

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

7.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and

- (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 7.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 14 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing — at any time.

8. NO EXTRA CLAIMS

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

PART 2 - CONSULTATION AND DISPUTE RESOLUTION

9. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

- 9.1 Where the Employer proposes a change that may result in the termination of the employment of an Employee or any other significant effect on an Employee, the Employer will notify the Employee/s concerned in writing regarding the details of proposed change, the reasons for the change and the possible effect on employment. The Employer will meet with the Employee/s to discuss the proposed change and any proposals that may mitigate the effects of the proposed change. The Employee/s may bring a representative including a Union representative to any meeting.
- 9.2 Significant effects include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the

alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

9.3 Employer to discuss change

- (a) The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 9.1.
- (c) For the purposes of such discussion, the Employer must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that the Employer is not required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

10. DISPUTE RESOLUTION

- 10.1 In the event of a dispute in relation to a matter arising under this Agreement or the National Employment Standard, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of local management as appropriate.
- 10.2 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute at any time.
- 10.3 If the grievance is still unresolved, the matter shall be referred to a Senior Manager of the organisation, and a meeting arranged.
- 10.4 The above steps shall take place within seven days as feasible or such longer period as may be mutually agreed.
- 10.5 If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to Fair Work Australia (FWA) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary FWA may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions, which are necessary to make the arbitration effective.
- 10.6 While the dispute resolution procedure is being conducted work shall continue normally according to the custom or practice existing before the change or omission that gave rise to the grievance unless an Employee has a reasonable concern about an imminent risk to his or her health or safety. The work shall continue normally until either the grievance is resolved or, if referred to Fair Work Australia, up to the first hearing and then subject to any direction of FWA. No party shall be prejudiced by the continuation of work.

- 10.7 The decision of Fair Work Australia will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench. For the avoidance of doubt, Employee grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

11. NOTICE OF TERMINATION AND REDUNDANCY PAY

- 11.1 The Employer must not terminate an Employee's employment unless the Employer has given the Employee written notice of the day of the termination.

In particular, the notice may be given to an Employee by:

- (a) delivering it personally; or
- (b) leaving it at the Employee's last known address; or
- (c) sending it by pre-paid post to the Employee's last known address.

11.2 Amount of Notice or Payment in Lieu of Notice

The Employer must not terminate the Employee's employment unless:

- (a) the time between giving the notice and the day of the termination is at least the period (the **minimum period of notice**) worked out under sub-clauses (11.3); or
- (b) the Employer has paid the Employee an amount in lieu of notice of at least the amount the Employer would have been liable to pay the Employee at the full rate of pay for the hours he or she would have worked had the employment continued until the end of the minimum period of notice.

11.3 The minimum period of notice is as follows:

- (a) first, work out the period using the following table:

Period

Employee's period of continuous service with the Employer at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) then increase the period by 1 week if the Employee is over 45 years old and has completed at least 2 years of continuous service with the Employer at the end of the day the notice is given.

11.4 Notice of Termination by an Employee

The notice of termination required to be given by an Employee is the same as that required of the Employer except where there is a mutual Agreement to reduce the required notice period. There is no requirement on the Employee to give additional notice based on the age of the Employee concerned. If an Employee fails to give the required notice the Employer may withhold any monies due to the Employee on termination under this Agreement or the NES, being amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee.

- 11.5 The Employer may, without notice, summarily dismiss an Employee at any time for serious misconduct. Any payment upon dismissal is up to the time of dismissal only.

11.6 The Employer will give the Employee a statement signed by the Employer stating the period of employment and when the employment was terminated if the Employee requests.

11.7 Transmission of Business and Notice of Termination or Payment in Lieu

- (a) For the purposes of sub-clause 11.3, a transferring Employee's period of continuous service includes each period of continuous service with an old Employer in the business being transferred.
- (b) The Employee's continuous service with an old Employer is disregarded so far as the Employee had previously received notice of termination, or payment in lieu of such notice, in respect of that service and was paid out any leave entitlements owed.

11.8 Redundancy Pay

An Employee is entitled to be paid redundancy pay by the Employer if the Employee's employment is terminated:

- (a) at the Employer's initiative because the Employer no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (b) because of the insolvency or bankruptcy of the Employer.

The amount of the redundancy pay equals the total amount payable to the Employee for the redundancy pay period worked out using the following table at the Employee's base rate of pay for his or her ordinary hours of work:

Redundancy Pay Period

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

Employee's period of continuous service with the Employer on termination	Redundancy pay period
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

Employee's period of continuous service with the Employer on termination	Redundancy pay period
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

12. WORKLOAD MANAGEMENT

- 12.1 The parties to this Agreement acknowledge that Employees and Management have a responsibility to maintain a balanced workload and recognise the adverse affects that excessive workloads may have on Employee/s and the quality of resident/client care.
- 12.2 To ensure that Employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
- (a) In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (b) If a solution 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 Senior Manager onsite and/or People Strategies team in Head Office 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.
- 12.3 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 site layout;
- (c) Statutory obligation, (including, but not limited to, workplace health and safety legislation;
- (d) The requirements of nurse regulatory legislation;
- (e) Reasonable workloads;
- (f) Accreditation standards; and
- (g) Budgetary considerations.

- 12.4 If the issue is still unresolved, the Employee/s may advance the matter through clause 10 - Disputes Resolution of this Agreement. Arbitration of workload management issues may only occur by Agreement of all parties.

PART 3 - TYPES OF EMPLOYMENT

13. Types of employment

- 13.1 Employees under this Agreement will be employed in one of the following Categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

At the time of engagement the Employer will inform each Employee whether they are employed on a full-time, part-time or casual basis. The Employer may direct an Employee to carry out such duties that are within the limits of the Employee's skill, competence and training, consistent with the respective classification.

13.2 Full-time employment

- (a) A full-time Employee is one who is engaged to work 38 hours per week. Employees shall be paid the full weekly wage appropriate to the Employee's classification; irrespective of the number of hours worked not exceeding 38.
- (b) A full time employee will be paid a minimum of four hours pay for each engagement.

13.3 Part-time employment

- (a) A part-time Employee is an Employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable;
- (b) Before commencing part-time employment, the Employer and Employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements, which will apply to those hours;
- (c) The terms of the Agreement may be varied by Agreement and recorded in writing;
- (d) The terms of this Agreement will apply on a pro rata basis to part-time Employees on the basis that the ordinary weekly hours for full-time Employees are 38;
- (e) A part time employee will be paid a minimum of four hours pay for each engagement.

13.4 Annual Review of Hours – Part-Time Employees

Where an Employee is regularly working more than their specified contract hours continuously for more than twelve (12) months they may request that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request by the Employee stating the reasons if the request is not agreed to. The Manager will not unreasonably reject the request. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:

- (a) if the increase in hours is as a direct result of an Employee being absent on leave, such as, annual leave, long service leave, maternity leave, workers compensation; and
- (b) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.

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

13.5 Casual Employment

- (a) A casual Employee is one who is engaged as such on an hourly basis otherwise than as a full-time Employee or a part-time Employee.
- (b) A casual Employee shall be entitled to receive the appropriate uniform and other allowances contained in this Agreement in accordance with the Employer Uniform Policy.
- (c) The provisions of clauses 11 – Notice of Termination and Redundancy Pay, 30 - Annual Leave, 33 - Personal/Carers Leave and Compassionate Leave shall not apply to a casual Employee.
- (d) A casual employee will be paid a minimum of two hours pay for each engagement.
- (e) Nursing Staff (Classifications set out in Schedule A to this Agreement)

All casual nursing Employees shall be paid for all work done on week days an amount equal to one thirty-eighth of the weekly wage appropriate to the Employee's classification per hour plus 25 per cent. All casual nursing Employees will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

- (f) Aged Care Staff (Classifications set out in Schedule B to this Agreement)

All casual non nursing Employees shall be paid for all work done on week days an amount equal to one thirty-eighth of the weekly wage appropriate to the Employee's classification per hour plus 25 per cent. For all work done on Saturdays, Sundays an amount equal to one thirty- eighth of the weekly wage appropriate to the Employee's classification per hour plus 75 per cent. This is not in addition to the penalties prescribed in clause 25.

13.6 Casual Conversion

A casual Employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:

- (a) on a full-time contract where the Employee has worked on a full-time basis throughout the period of casual employment; or
- (b) on a permanent part-time contract where the Employee has worked on a permanent part-time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the Employer and the Employee.

- (c) the Employer may consent to or refuse the request, but shall not unreasonably withhold Agreement to such a request.
- (d) casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

Part 4 – WAGES AND RELATED MATTERS

14. WAGES

14.1 The current rates of pay specified in Appendix 1 applying to each Employee to whom this Agreement applies shall be increased as follows:

14.1.1 by 3.5% from the first pay period on or after 01 July 2010

14.1.2 by a further 3% from the first pay period on or after 01 July 2011

14.1.3 by a further 3% from the first pay period on or after 01 July 2012

14.2 Rates of pay (and allowances) as increased by this Agreement are set out in Appendix 1.

14.3 Allowances that are not determined as a percentage of a wage rate under this Agreement (such as laundry, uniform, nauseous and other allowances not fixed as a percentage of the weekly rate) shall be increased in accordance with clause 14.1.1 to 14.1.4 inclusive.

14.4 Payment of wages

(a) Wages are to be paid fortnightly;

(b) Method of payment;

Subject to clause 14.4 subclause (a), salaries shall be paid on a week day by no later than five days following the end of the pay period, wages must be paid by cash or electronic funds transfer, the latter into the bank or financial institutional account nominated by the Employee. Provided that when a Bank Holiday occurs between the end of the pay period and the usual pay-day payment may be postponed by one day for each Bank Holiday so occurring during that period but payment must still be made on a week day.

(c) When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by the Employer, payment of all wages and other moneys owing to an Employee will be made to the Employee in the pay period pay date falling immediately after their last day of employment.

(d) Notwithstanding the above, the Employer will not be held liable for any unforeseen event outside the control of the Employer which prevents the Employer's ability to meet the requirements of this clause, for example bank error or delay.

15. CLASSIFICATIONS

Classification definitions are set out in Schedule A and Schedule B - Classification Definitions. The Employer must advise Employees in writing of their classification upon commencement and of any subsequent changes to their classification.

16. SUPERANNUATION

- 16.1 The Employer will make superannuation contributions into an approved Superannuation Fund nominated by the Employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.
- 16.2 The Employer shall make occupational superannuation contributions to the Fund. 'The Fund' for the purpose of this Agreement shall mean:
- (i) Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto;
 - (ii) Any other complying fund upon a request from the Employee and with the consent of the Employer.
- 16.3 The Employer shall participate in accordance with the trust fund deeds.
- 16.4 Upon commencement of employment, the Employer shall provide each Employee with membership forms for the funds at (i) above and shall forward the completed membership forms for the Employee's choice of fund within 28 days. In the event that the Employee has not completed an application form within 28 days, the Employer shall forward contributions and Employee details to HESTA.
- 16.5 Any dispute regarding superannuation contributions, including but not limited to the frequency of contribution shall be addressed under the Dispute Resolution Procedure of this Agreement.
- 16.6 Where an Employee wishes to make voluntary contributions to the Fund, the Employee may authorise the Employer to deduct from the Employee's wages an amount or percentage specified by the Employee. The Employer will forward voluntary contributions deducted under this provision to the Fund at the same time as the Employer's contributions. Where the Employer receives written authorisation from an Employee, it must commence making payments into the Fund on behalf of the Employee within fourteen days of receiving the authorisation.
- 16.7 An Employee may vary his or her additional contributions by written authorisation and the Employer must alter the additional contributions within fourteen days of receiving the authorisation. An Employee may only vary his or her additional contributions once each month.
- 16.8 The name of the Fund and the amount of the contributions paid in accordance with clause shall be included in pay slips provided by the Employer to each Employee.

17. PROGRESSION THROUGH PAY POINTS

17.1 Schedule A Employee Progressions:

Progression for all nursing classifications contained in Schedule A – Nursing Classification Definitions, for which there is more than one pay point will be by annual movement to the next pay point, or in the case of a part-time or casual Employee 1,786 hours of experience, having regard to the acquisition and use of skill described in the definitions contained in Schedule A and knowledge gained through experience in the practice settings over such a period.

17.2 Schedule B Employee Progressions:

- (a) Progression through the following pay points for non-nursing staff in Schedule B – Aged Care Classification Definitions will occur after three months of service:
- (i) B.2.1
 - (ii) B.3.1
 - (iii) B.4.1
- (b) All Other Employees in all non-nursing classifications contained in Schedule B – Aged Care Classification Definitions will upon written request be able to review their classification with their Manager. Any necessary progression will be made upon mutual Agreement.

18. ALLOWANCES

18.1 Clothing and Equipment

- (a) Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to Employees. Such items are to remain the property of the Employer and be laundered and maintained by the Employer free of cost to the Employee. Uniforms will be replaced on an as needed basis as judged by the Employer.
- (b) For all Employees in Schedule A:
- (i) Instead of the provision of such uniforms, the Employer may, by Agreement with the Employee, pay Employees:
 - a shirt allowance at the rate of \$1.08 per shift or part thereof or \$5.40 per week whichever is the lesser amount
 - a cardigan allowance at the rate of \$0.32 per shift or part thereof or \$1.62 per week whichever is the lesser amount
 - a sock allowance at the rate of \$0.55 per week or a stockings allowance at the rate of \$0.56 per shift or part thereof or \$2.80 per week whichever is the lesser amount.
 - a shoe allowance at the rate of \$0.34 per shift or part thereof or \$1.62 per week whichever is the lesser amount.
 - (ii) Where an Employee's uniforms are not laundered by or at the expense of the Employer, the Employee will be paid a laundry allowance of \$0.90 per shift or part thereof or \$4.69 per week, whichever is the lesser amount.
- (c) For all Employees in Schedule B:
- (i) Instead of the provision of such uniforms, the Employer may, by Agreement with the Employee, pay a uniform allowance at the rate of \$1.23 per shift or part thereof or \$6.24 per week, whichever is the lesser amount.
 - (ii) Where an Employee's uniforms are not laundered by or at the expense of the Employer, the Employee will be paid a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week, whichever is the lesser amount.
- (d) The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four (4) weeks immediately preceding the taking of leave.

18.2 Tool Allowance

A tool allowance of \$10.25 per week for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by the Employer.

18.3 Overtime Meal Allowance

- (a) In addition to any overtime payment, an Employee will be supplied with an adequate meal where the site has adequate cooking and dining facilities or be paid a meal allowance of \$10:
 - (ii) when required to work after the usual finishing hour of work beyond one (1) hour and overtime is payable or, in the case of shiftworkers, when the overtime work on any shift exceeds one (1) hour.
 - (iii) provided that where such overtime work exceeds four (4) hours a further meal allowance of \$9 will be paid.
- (b) Clause 18.3(a) will not apply when an Employee could reasonably return home for a meal within the meal break.

18.4 Nauseous Linen Allowance

- (a) An allowance of 0.92 per hour or part thereof or \$34.85 per week, will be paid to an Employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by an Employee in such classification. Any Employee who is entitled to be paid an allowance will be paid a minimum sum of 0.27% of the standard rate for work performed in any week.

18.5 In Charge Allowance in Aged Care Facilities

- (a) A registered nurse in charge during the day, evening or night of a site having a daily average of occupied beds of less than 150 shall be paid, in addition to his or her appropriate salary, whilst so in charge \$18.94, per shift.
- (b) A registered nurse in charge during the day, evening or night of a site having a daily average of occupied beds of more than 150 shall be paid, in addition to his or her appropriate salary, whilst so in charge, \$30.52, per shift.

18.6 Specialist Nurses Allowance

Employees who receive a Specialist Nurses Allowance are generally classified as Assistant In Nursing or Personal Care Assistants and are required to perform additional responsibilities as requested by Management. Specialist Nurses preferably hold a completed Certificate IV in Aged Care and additional responsibilities may include areas such as ACFI review, Continuous Quality Improvement and Occupational Health and Safety. These Employees will be advised by the Employer of this additional responsibility and will be paid at the rate of \$18.94 per week.

19. SLEEPOVERS

Employees, other than nurses, may, in addition to normal rostered shifts, be required to sleepover. Nurses may undertake sleepovers by Agreement. A sleepover means sleeping in at night in order to be on call for emergencies.

The following conditions will apply to each night of sleepover:

- (a) The span for a sleepover will be not less than eight (8) hours and not more than 10 hours on any one night.
- (b) Employees will be provided with free board and lodging for each night on which they are required to sleepover.
- (c) Employees will be provided with a separate room with a bed and use of staff facilities where applicable.
- (d) In addition to the provision of free board and lodging for sleepovers, the Employee will be entitled to a sleepover allowance of \$36 for each night on which they sleep over.
- (e) No work other than that of an emergency nature will be required to be performed during any sleepover. For the purposes of this clause an emergency is any unplanned occurrence or event requiring prompt action.
- (f) An Employee directed to perform work other than that of an emergency nature during any sleepover will be paid the appropriate hourly rate from the start of the sleepover to the end of the non-emergency work, or from the start of the non-emergency work to the end of the sleepover, whichever is the lesser, in addition to the sleepover allowance in clause 19 (d).
- (g) All time worked during any sleepover will count as time worked and be paid for in accordance with the following provisions:
 - (i) all time worked by full-time Employees during any sleepover will be paid for at overtime rates;
 - (ii) all time worked by part-time Employees during any sleepover will be paid for at ordinary pay plus applicable shift and weekend penalties; provided that, if the total number of hours worked on that day exceeds the number of hours worked by full-time Employees, or 11 hours where there are no such full-time Employees, then the excess hours worked on that day will be paid for at overtime rates; and provided further that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight, then the excess hours worked in that week or fortnight will be paid for at overtime rates;
 - (iii) all time worked by casual Employees during any sleepover will be paid for at ordinary pay plus applicable shift and weekend penalties; provided that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight, then the excess hours worked in that week or fortnight will be paid for at overtime rates;
 - (iv) and provided further that where the Employee does not have eight (8) consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of clause 19.9(i) will apply;
- (h) A sleepover may be rostered to commence immediately at the conclusion of the Employee's shift and continuous with that shift; and/or immediately prior to the Employee's shift and continuous with that shift, and not otherwise.
- (i) An Employee (whether a full-time Employee, part-time Employee or casual Employee) who performs so much work during sleepover periods between the termination of their ordinary work on any day or shift and the commencement of

their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times will, subject to this clause, be released after completion of such work until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instruction of the Employer, such an Employee resumes or continues to work without having eight (8) consecutive hours off duty, the Employee will be paid at double the appropriate rate until they are released from duty for eight consecutive hours and will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (j) Employees may only be used for sleepovers when full-time Employees or part-time Employees are not available for that duty. In no case will casual Employees be used exclusively, or almost exclusively, for sleepovers.

Nothing in this clause will preclude the Employer from rostering an Employee to work shift work instead of undertaking sleepovers. Whether a facility utilises sleepovers or shift work will be determined by the Employer subject to the needs of the facility and may be changed by providing at least two (2) weeks' notice in writing to all affected Employees.

PART 5 – HOURS OF WORK AND RELATED

20. ORDINARY HOURS OF WORK AND ROSTERING

- 20.1 The ordinary hours of work will be an average of 38 hours per week, in a period of 28 calendar days of not more than 20 work days in a roster cycle.
- 20.2 The shift length or hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- 20.3 The hours of work on any day will be continuous except for meal breaks.

21. SPAN OF HOURS

- (a) The ordinary hours of work for a day worker will be worked between 6.00 am and 6.00 pm Monday to Friday.
- (b) A shiftworker is an Employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in clause 21 (a).

22. ROSTERED DAYS OFF

Employees, other than a casual Employee, will be free from duty for not less than two (2) full days in each week or four (4) full days in each fortnight or eight (8) full days in each 28 day cycle. Where practicable, days off will be consecutive.

23. REST BREAKS BETWEEN ROSTERED WORK

- (a) An Employee will be allowed a break of not less than 10 hours between the termination of one shift or period of duty and the commencement of another.
- (b) By mutual Agreement, the 10 hour rest break may be reduced to eight (8) hours.

24. ROSTERS

- (a) The ordinary hours of work for each Employee will be displayed on a roster in a place conveniently accessible to Employees. Such roster will be displayed at least two (2) weeks prior to the commencing date of the first working period in any roster subject to clause 24 (b) below.
- (b) It is not obligatory for the Employer to display any roster of the ordinary hours of work of casual or relieving staff.
- (c) Seven (7) days notice will be given of a change in a roster. However, a roster may be altered at any time to enable the service of the organisation to be carried on where another Employee is absent from duty on account of illness or in an emergency.
- (d) Sub-clause 24(c) will not apply where the only change to the roster of a part-time Employee is the mutually agreed addition of extra hours to be worked such that the part-time Employee still has two (2) rostered days off in that week or four (4) rostered days off in that fortnight, as the case may be.
- (e) Where the Employer requires an Employee, without seven (7) days' notice and outside the excepted circumstances prescribed in (d) above, to perform ordinary duty at other times than those previously rostered, the Employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2.5 per cent of the weekly Standard rate of pay as varied by this Agreement. Provided that a part-time Employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the above specified allowance for the additional shift(s) worked.
- (f) Rosters may be fixed by mutual Agreement
- (g) An Employee may rescind the request referred to in (f) at any time, by giving written notice to the Employer. In such a case the roster for the Employee shall be fixed according to the provisions of (a) to (e), from the commencement of the next full roster period being not less than five clear days after such repudiation is received in writing by the Employer.
- (h) The roster or rosters shall be drawn up so as to provide at least eight (8) hours between successive ordinary shifts.
- (i) Notwithstanding any other provision of this Agreement, this clause shall not apply to casual Employees, Executive Care Managers or Care Managers of Nursing.

25. SATURDAY AND SUNDAY WORK

Employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 28 - Shiftwork.

26. BREAKS

- (a) Each Employee who works in excess of five (5) hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken at a mutually agreed time after commencing work.

(b) Tea break provisions:

- (i) Two separate paid 10 minute intervals (in addition to meal breaks) will be allowed to each Employee on duty during each ordinary shift of 7.6 hours or more.
- (ii) Where less than 7.6 ordinary hours are worked, Employees will be allowed one 10 minute interval in each four hour period.

27. OVERTIME PENALTY RATES

27.1 Any overtime must be authorised by a Supervisor or Manager prior to incurring any overtime pay.

(a) A full-time Employee will be paid the following payments for all work done in addition to their rostered ordinary hours on any day:

- (i) for all authorised overtime on Monday to Saturday, payment will be made at the rate of time and a half for the first two hours and double time thereafter;
- (ii) for all authorised overtime on a Sunday, payment will be made at the rate of double time; and
- (iii) for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half.

Overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause 28.1.

(b) Part Time Employees

- (i) All time worked by part-time Employees in excess of 38 hours per week or 76 per fortnight will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Saturdays and Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
- (ii) All time worked by part-time Employees which exceeds 10 hours per day, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Saturdays and Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.

27.2 Time off in Lieu of Payment for Overtime

By mutual Agreement, an Employee may be compensated by way of time off instead of payment of overtime (time for time) on the following basis:

- (i) Time off instead of payment for overtime must be taken at overtime rates within three months of it being accrued.
- (ii) Where it is not possible for an Employee to take the time off, instead of payment for overtime, within the three (3) month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.

- (iii) An Employee cannot be compelled to take time off instead of overtime.

27.3 Rest Period after Overtime

- (i) An Employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (ii) If on the instructions of the Employer, such an Employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

27.4 Recall to Work Overtime

An Employee recalled to work overtime after leaving the Employer's premises will be paid for a minimum of four hours work at the appropriate rate for each time so recalled. If the work required is completed in less than four (4) hours, the Employee will be released from duty.

27.4 Rest Break During Overtime

- (i) An Employee recalled working overtime after leaving the Employer's premises and who is required to work for more than four (4) hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time will be counted as time worked.
- (ii) The meals referred to in sub-clause 18.3(a) will be allowed to the Employee free of charge. Where the site is unable to provide such meals, a meal allowance, as prescribed in clause 18.3 will be paid to the Employee concerned.

27.5 Overtime penalties as prescribed in clause 27.1 do not apply to Registered nurse levels 4 and 5.

28. SHIFTWORK

Employees working afternoon or night shift will be paid the following percentages in addition to the ordinary rate for such shift. Provided that Employees who work less than 38 hours per week will only be entitled to the additional rates where their shifts commence prior to 6.00 am or finish subsequent to 6.00 pm.

- (i) Morning shift commencing after 10.00 am and before 1.00 pm—10%
- (ii) Afternoon shift commencing after 1.00 pm and before 4.00 pm—12.5%
- (iii) Night shift commencing after 4.00 pm and before 6.00 am—15%

29. HIGHER DUTIES

An Employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:

- (a) the time so worked for two (2) hours or less; or
- (b) a full day or shift where the time so worked exceeds two (2) hours.

PART 6 – LEAVE AND PUBLIC HOLIDAYS

30. ANNUAL LEAVE

Annual leave is provided for in the NES. This clause contains additional provisions.

30.1 Quantum of Annual Leave

- (a) Subject to subsection 30.1(b), for each year of service, an Employee is entitled to:
 - (i) 4 weeks of paid annual leave; or
 - (ii) a Shift Worker as described in this Agreement - 5 weeks of paid annual leave.
- (b) An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work.
- (c) In addition to the entitlements above a Shift Worker or an Employee who works for more than four (4) ordinary hours on 10 or more weekends is entitled to an additional one (1) week's annual leave on the same terms and conditions.

30.2 Annual leave loading

- (a) In addition to their ordinary pay, an Employee, other than a Shift Worker, will be paid an annual leave loading of 17.5 % of their ordinary rate of pay.
- (b) Shift Workers, in addition to their ordinary pay, will be paid the higher of:
 - (i) annual leave loading of 17.5% of their ordinary rate of pay; or
 - (ii) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.

30.3 Cashing Out of Annual Leave

Annual leave credited to an Employee may be cashed out in extenuating circumstances subject to the following conditions:

- (i) The Employee must elect in writing to receive pay in lieu of an amount of annual leave;
- (ii) During each 12 month period, an Employee is not entitled to forgo an amount of annual leave that is equal to more than 2 weeks of the ordinary hours worked by the Employee during the period;
- (iii) The Employer has agreed to the Employee cashing out the annual leave; and
- (iv) The payment in lieu of the amount of annual leave shall be at a rate that is no less than the Employee's ordinary pay at the time that the election is made.

30.4 Taking of Annual Leave

Employees are encouraged to take all their annual leave entitlement each year, and wherever practicable, within six (6) months of such leave becoming due.

- (a) Paid annual leave may be taken for a period agreed between an Employee the Employer.
- (b) The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.
- (c) All annual leave must be applied for and authorised a minimum one (1) month in advance by the Employee's Manager/Supervisor. Leave will be granted in consideration of the impact on the rest of the facility and may not be granted in peak times.

31. PUBLIC HOLIDAYS

Public holidays are provided for in the NES. This clause contains additional provisions.

31.1 Payment for Working on a Public Holiday

(a) Full-time Day Workers

A full-time Employee who works their ordinary hours Monday to Friday and starts between 6.00 am and 10.00 am will, in addition to their ordinary pay for work performed on a public holiday, elect to receive one of the following:

- (i) payment of an additional sum equal to 150% for hours worked; or
- (ii) payment of an additional sum equal to 50% for hours worked and the same number of hours worked added to their annual leave

The election in sub-clauses 31.1(a) (i) and (ii) will be made on the commencement of employment and then on the anniversary date each year. The Employee may not alter such election during the year except with the Agreement of the Employer.

A full-time Employee who works their ordinary hours Monday to Friday and who does not work on a public holiday will be paid their ordinary pay for that day.

Payments under this clause are in lieu of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

(b) Part-time Employees

- (i) A part-time Employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.
- (ii) A part-time Employee will, in addition to their ordinary pay for work performed on a public holiday, elect to receive one of the following:
 - o payment of an additional sum equal to 150% for hours worked; or
 - o payment of an additional sum equal to 50% for hours worked and the same number of hours worked added to their annual leave
- (iii) The election in sub-clause 31.1(b) (ii) will be made on the commencement of employment and then on the anniversary date each year. The Employee may not alter such election during the year except with the Agreement of the Employer.

- (iv) A part-time Employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day.
 - (v) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.
- (c) Casual Employees
- (i) A casual Employee will be paid only for those public holidays they work at the total rate of 250% for hours worked.
 - (ii) Payments under clause 31.1(c)(i) are instead of and replace any casual loading otherwise payable under this Agreement.
 - (iii) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.
- (d) For the purposes of this Agreement, the following are **public holidays**:
- (i) 1 January (New Year's Day);
 - (ii) 26 January (Australia Day);
 - (iii) Good Friday;
 - (iv) Easter Monday;
 - (v) 25 April (Anzac Day);
 - (vi) the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - (vii) 25 December (Christmas Day);
 - (viii) 26 December (Boxing Day);
 - (ix) any other day, or part-day, declared by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.
 - (x) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subsection (a) then the substituted day or part-day is the public holiday.

32. CEREMONIAL LEAVE

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

33. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

This section applies to Employees, other than casual Employees.

33.1 Entitlement to Paid Personal/Carer's Leave

Subject to sub-clauses 32.2, for each year of service, an Employee is entitled to ten days of paid personal/carers leave or pro-rated for part-time Employees.

33.2 An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work.

33.3 Taking Paid Personal/Carer's Leave

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

- (a) because the Employee is unfit for work because of a personal illness, or personal injury, affecting the Employee; or
- (b) to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

33.4 Employee Taken Not to be on Paid Personal/Carer's Leave on Public Holiday

If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that public holiday.

33.5 Payment for Paid Personal/Carer's Leave

If an Employee takes a period of paid personal/carer's leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

33.6 Entitlement to Unpaid Carer's Leave

An Employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:

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

33.7 Taking Unpaid Carer's Leave

- (a) Subject to sub-clauses 32.6 (b), an Employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as mentioned in section 32.5.
- (b) An Employee may take unpaid carer's leave for a particular permissible occasion as:
 - (i) a single continuous period of up to 2 days; or
 - (ii) any separate periods to which the Employee and the Employer agree.
 - (iii) An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.

33.8 Compassionate Leave

An Employee is entitled to 2 days of paid compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family or a member of the Employee's household:

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

33.9 Taking Compassionate Leave

- (a) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) for the purpose of spending time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 32.8; or
 - (ii) after the death of the member of the Employee's immediate family or household referred to in clause 32.8.
- (b) An Employee may take compassionate leave for a particular permissible occasion as:
 - (i) a single continuous period of 2 days; or
 - (ii) 2 separate periods of 1 day each; or
 - (iii) any separate periods to which the Employee and the Employer agree.
- (c) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (d) Payment for compassionate leave (other than for casual Employees)

If, in accordance with this Subdivision, an Employee, other than a casual Employee, takes a period of compassionate leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

33.10 Notice and Evidence Requirements

- (a) An Employee must give the Employer notice of the taking of leave under this clause by the Employee.
- (b) The notice:
 - (i) must be given to the Employer as soon as is reasonably practicable (which may be a time after the leave has started); and
 - (ii) must advise the Employer of the period, or expected period, of the leave.

- (c) An Employee who has given the Employer notice of the taking of leave under this clause must:
 - (i) provide medical certificates to Aevum for periods of absence of two days or more;
 - (ii) upon request of the Employer, provide medical certificates for all absences of one day or more claimed after two single-day absences in any year.
- (d) An Employee is not entitled to take leave under this clause unless the Employee complies with sub-clause 31.1.

34. COMMUNITY SERVICE LEAVE

34.1 Meaning of Eligible Community Service Activity

- (a) Each of the following is an eligible community service activity:
 - (i) jury service (including attendance for the purpose of jury selection) that is required by or under a law of the Commonwealth or of a State or Territory; or
 - (ii) carrying out a voluntary emergency management activity; or
 - (iii) an activity prescribed in the Fair Work Regulations made for the purpose of sub-clause (b).
- (b) The Fair Work Regulations may prescribe an activity that is of a community service nature as an eligible community service activity for the purpose of this clause.

34.2 Entitlement to be Absent from Employment for Engaging in Eligible Community Service Activity

An Employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:

- (a) the period consists of one or more of the following:
 - (i) time when the Employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity; and
- (b) unless the activity is jury service—the Employee's absence is reasonable in all the circumstances.

34.3 Notice and Evidence Requirements

- (a) An Employee who wants an absence from his or her employment to be covered by this clause must give the Employer notice of the absence.
- (b) The notice:
 - (i) must be given to the Employer as soon as reasonably practicable (which may be a time after the absence has started); and
 - (ii) must advise the Employer of the period, or expected period, of the absence.

- (c) An Employee who has given the Employer notice of an absence under sub-clause (a) must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaging in an eligible community service activity.
- (d) An Employee's absence from his or her employment is not covered by this clause unless the Employee complies with this sub-clause.

34.4 Payment to Employees (other than casuals) on Jury Service

- (a) This sub-clause applies if:
 - (i) an Employee is absent from his or her employment for a period because of jury service; and
 - (ii) the Employee is not a casual Employee.
- (b) Subject to sub-clauses (c), (d) and (e), the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.
- (c) The Employer may require the Employee to give the Employer evidence that would satisfy a reasonable person:
 - (i) that the Employee has taken all necessary steps to obtain any amount of jury service pay to which the Employee is entitled; and
 - (ii) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the Employee for the period.
- (d) If, in accordance with sub-clause (c), the Employer requires the Employee to give the Employer the evidence referred to in that sub-clause:
 - (i) the Employee is not entitled to payment under sub-clause (b) unless the Employee provides the evidence; and
 - (ii) if the Employee provides the evidence—the amount payable to the Employee under sub-clause (b) is reduced by the total amount of jury service pay that has been paid, or is payable, to the Employee, as disclosed in the evidence.
- (e) If an Employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than 10 days in total:
 - (i) the Employer is only required to pay the Employee for the first 10 days of absence; and
 - (ii) the evidence provided in response to a requirement under sub-clause (c) need only relate to the first 10 days of absence; and
 - (iii) the reference in subsection (d) to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first 10 days of absence.

35. PARENTAL LEAVE

- 35.1 Parental Leave may be maternity, paternity or adoption leave. Parental leave entitlements extend to "eligible casual Employees".

35.2 If an Employee has been employed by the Employer continuously for at least 12 months, immediately before the expected date of birth or adoption of the child, the Employee is eligible to participate in the Parental Leave Scheme. Except for the week or fortnight immediately following the birth, parental leave may not be taken concurrently by both parents for the care of the same child or children. If the Employee adopts a child under the age of 5 years at the day of placement, the Employee is entitled to parental leave benefits.

35.3 Conditions of the Parental Leave Scheme are:

- (a) Female Employees must provide a medical certificate to People Strategies stating that they are pregnant and the expected date of birth at least 10 weeks before the expected date of birth.
- (b) The female Employee must provide Payroll with an application for parental leave at least 8 weeks prior to the start of the intended leave, and stating the start and end dates of the leave.
- (c) If the parental leave dates change, the Employee must notify the Employer of the changes where it is practical to do so at least 14 days prior to the proposed dates for the leave changes.
- (d) The Employee wishing to take leave at the time their spouse or partner is giving birth, a medical certificate must be obtained stating that the spouse or partner is pregnant and the expected due date. This must be done at least 10 weeks prior to the leave being taken. The Employee must state if their spouse or partner is taking paid parental leave. If the Employee's spouse or partner is taking paid leave, a statutory declaration may be requested stating the period of leave.
- (e) As a minimum, a female Employee giving birth must take six (6) weeks parental leave from the expected date of birth of the child. The Employee may commence their parental leave up to six weeks prior to the expected date of birth.
- (f) If the Employee is eligible for paid parental leave as a primary caregiver the Employee must provide a statutory declaration following the birth of the child stating that the Employee is the primary caregiver.
- (g) If the Employee parental leave circumstances change during the course of the leave, the Employee must notify the Employer in writing immediately upon learning of the changes. The scheme will only recognise the child as having one primary caregiver at any point in time.

35.4 Parental Leave for Primary Care Givers

- (a) After 12 months of continuous service at the expected date of birth, the Employee is entitled to ten (10) weeks paid leave at the total cost of employment (salary + superannuation) if they are to be the primary caregiver. The ten (10) weeks is to be paid over five (5) payroll periods after leave has commenced (ie ordinary salary paid each fortnight for five (5) weeks). For Employees who are employed on a roster basis, salary is determined by calculating:

Average number of hours worked each week over the previous 12 months of employment X 10 X hourly rate of pay inclusive of super.

- (b) The Employee will then be entitled to 42 weeks as unpaid leave.
- (c) This paid parental leave is under the proviso that the Employee will remain as the primary caregiver during this period. Statutory declarations stating that the

Employee is remaining as the primary caregiver must be provided at anytime if requested following the birth of the child.

35.5 The Employer will comply with the "return to work provisions" in applicable legislation, which under current legislation means the Employee is entitled to return:

- (a) to the position the Employee held immediately before the start of the parental leave period ("former position");
- (b) if, during the parental leave period, the Employee was promoted or voluntarily transferred to a new position – to that new position;
- (c) if the former position no longer exists, and the Employee is qualified and able to work for the Employer in another position, to that position or, if there are two or more such positions – whichever position is nearest in status and remuneration to the former position;
- (d) The Employee's parental leave period may be shortened by written Agreement with the Employer. However, the Employee needs to provide the Employer with written notice of the new proposed return date at least 4 weeks prior to the new date. The Employee may extend their parental leave period once by providing the Employer with 14 days notice, and again subject to Agreement with the Employer.

35.6 Parental Leave for Non-Primary Caregivers

- (a) After 12 months of continuous service at the expected date of birth, eligible spouses or partners of the primary caregiver are entitled to one (1) week of paid parental leave at the time of the birth of the child. For rostered staff this is calculated as:

Average number of hours worked each week over the previous 12 months of employment X hourly rate of pay inclusive of super.

- (b) If you wish to take parental leave in connection with the birth of your child, or a child of your spouse or partner, you are required to meet certain requirements as prescribed by Part 2-2, Division 5 of the NES. If you wish to take parental leave you should contact the People Strategies Division as soon as possible, but no less than 10 weeks before you intend to take the leave. You are also required to provide a medical certificate with your spouse or partner's expected due date.

36. LONG SERVICE LEAVE

36.1 Entitlement to Long Service Leave

- (a) An Employee is entitled to long service leave in accordance with applicable award-derived long service leave provisions (see sub-clause (b)) unless one of the following kinds of instrument that came into force before the commencement of this Agreement applies to the Employee's employment and expressly deals with long service leave:
 - a preserved State Agreement;
 - a workplace determination;
 - a pre-reform certified Agreement;
 - a section 170MX award ;
 - an old IR Agreement;
 - an employment Agreement.

- (b) Applicable award-derived long service leave provisions, in relation to an Employee, are provisions of an award, or of a Notional Agreement Preserving State Awards that would have applied to the Employee's employment immediately before the commencement of this Agreement if:
- the Employee had, at that time, been in his or her current circumstances of employment; and
 - no workplace Agreement, AWA or workplace determination, had (whether at that time or earlier) applied to the Employee's employment; and
 - that would have entitled the Employee to long service leave (or that relate to matters that are ancillary or incidental to such an entitlement).

37. UNION REPRESENTATION RIGHTS

- (a) A recognised workplace representative will be released from the performance of normal duty for reasonable periods to: represent Employees in bargaining; represent the interests of Employees to the Employer and to industrial tribunals or courts;
- undertake necessary preparation for bargaining or other meetings in which they will represent Employees' interests. This includes consulting with the Employees that they represent;
 - meet the Employer to represent Employee interests;
 - address new Employees about the benefits of Union membership at the time they enter employment; and
 - distribute official Union publications at a time convenient to the workplace.

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

- (b) Recognised workplace representatives will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where available) for the purpose of carrying out work as a recognised workplace representative including consulting with workplace colleagues and their Union.
- (c) Leave to attend trade Union and Union delegate courses/seminars shall be to a maximum of 2 days per year (1 July to 30 June) for one representative per Union for each site for the totality of all applications of paid trade Union, Union delegate training leave, attendance at conferences, and meetings. Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

38. WELLBEING DAY

All full-time and part-time Employees are eligible for one day of paid wellbeing leave if the Employee has completed a minimum of 12 months continuous service. This leave is credited annually from 1 July each year. Employees must take wellbeing leave within each 12 months of it accruing otherwise it will lapse. Any accrued wellbeing leave is not payable upon termination.

PART 7 – OTHER ITEMS

39. SECURITY CHECKS

All Employees are required to undergo thorough Background Checks (including but not limited to criminal checks, work rights checks and education verification checks) which are obtained by an independent agency. The Employer reserves the right to terminate the Employee's employment without notice should the content of the background check raise any concerns about the Employee's suitability for the role. The Employer will bear the costs of any associated Background Checks required and these checks are updated on a regular basis.

40. TRAINING AND DEVELOPMENT

40.1 Each site will collate an annual training program for their staff. This will ordinarily be updated at the start of each financial year. The Employer will bear the costs of any compulsory training as determined by the person responsible for training within the Employer. This includes training that is necessary for the individual to perform in their role (e.g. some roles require a First Aid Certificate).

40.2 Continuing Professional Development

In order to fulfil the continuing professional development requirements of the Nursing and Midwifery Board of Australia, registered nurses and enrolled nurses will be provided access to training and reimbursement of costs associated with the training. This training may involve any combination of the following and must be authorised by Management:

- Writing or reviewing nursing educational materials;
- Presenting at or attending workplace education sessions;
- Attendance or presentation at external conferences, lectures, seminars or professional meetings;
- Undertaking relevant online or face to face undergraduate or post graduate studies which are relevant to their clinical practice.

SCHEDULE A

Nursing Classification Definitions

A.1 NURSING CARE

Nursing care means giving assistance to a person who, because of disability, is unable to maintain their bodily needs without frequent assistance;

carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of disability is unable to carry out those tasks for themselves; and/or

assisting a registered nurse to carry out the work described in A.5.

A.2 NURSING ASSISTANT

Nursing assistant means an Employee, other than one registered pursuant to the provisions of the State or Territory Nurse Registration Board or one who is in training for the purpose of such registration, who is under the direct control and supervision of a Registered or Enrolled nurse and whose employment is solely to assist an RN or EN in the provision of nursing care to persons.

A.2.1 NURSING ASSISTANT - PAY POINT 1

As indicated in clause A.2 in their first year of experience.

A.2.2 NURSING ASSISTANT - PAY POINT 2

As indicated in clause A.2 in their second year of experience.

A.2.3 NURSING ASSISTANT - PAY POINT 3

As indicated in clause A.2 in their third year of experience.

A.2.4 NURSING ASSISTANT - PAY POINT 4

As indicated in clause A.2 in their fourth year of experience.

A.2.5 ASSISTANT IN NURSING - TEAM LEADER means an Employee who holds at least 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 co-ordinating the work of other AINs and/or performing specialist functions such as but not limited to orientation of new staff, mentoring, fire-safety, training, specialist wound care, continence management, infection control or palliative care under RN/EEN supervision.

A.3 STUDENT ENROLLED NURSE

Student enrolled nurse means a student undertaking study to become an enrolled nurse.

A.3.1 STUDENT ENROLLED NURSE

Under 21 years of age

A.3.2 STUDENT ENROLLED NURSE

Over 21 years of age

A.4 ENROLLED NURSES

A.4.1 ENROLLED NURSE - PAY POINT 1

- (a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has training and experience including:

having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or

having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a state/territory nurses registration board; and

having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

- (b) Skill indicators

The Employee has limited or no practical experience of current situations; and

The Employee exercises limited discretionary judgment, not yet developed by practical experience.

A.4.2 ENROLLED NURSE - PAY POINT 2

- (a) Pay point 2 refers to the pay point to which an EN has training and experience including:

having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an EN; or

not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and

the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

- (b) Skill indicators

The Employee is required to demonstrate some of the following in the performance of their work:

a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;

an ability to relate theoretical concepts to practice; and/or

requiring assistance in complex situations and in determining priorities.

A.4.3 ENROLLED NURSE - PAY POINT 3

- (a) Pay point 3 refers to the pay point to which an EN has training and experience including:

not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and

the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(b) Skill indicators

The Employee is required to demonstrate some of the following in the performance of their work:

an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;

observation and assessment skills to recognise and report deviations from stable conditions;

flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or

communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

A.4.4 ENROLLED NURSE - PAY POINT 4

(a) Pay point 4 refers to the pay point to which an EN has training and experience including:

not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and

the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The Employee is required to demonstrate some of the following in the performance of their work:

speed and flexibility in accurate decision making;

organisation of own workload and ability to set own priorities with minimal direct supervision;

observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or

communication and interpersonal skills to meet psychosocial needs of individual/groups.

A.4.5 ENROLLED NURSE - PAY POINT 5

(a) Pay point 5 refers to the pay point to which an EN has training and experience including:

not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and

the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

(b) Skill indicators

The Employee is required to demonstrate some of the following in the performance of their work:

contributes information in assisting the RN with development of nursing strategies/improvements within the Employee's own practice setting and/or nursing team, as necessary;
responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
efficiency and sound judgment in identifying situations requiring assistance from an RN.

A.4.6 ENDORSED ENROLLED NURSE

- (a) means a person enrolled by the Board as such who is "authorised to administer medications" by the Board. Upon being "authorised to administer medications" by the Board, an Employee shall be classified as an EEN Authorised.
- (b) Endorsed Enrolled Nurse has the same skill indicators as Enrolled Nurse in clause A.4.1 to A.4.5.

A.4.7 ENROLLED NURSE – DIPLOMA QUALIFIED

Means an Enrolled Nurse with a Diploma qualification.

A.5 REGISTERED NURSES

A.5.1 REGISTERED NURSE - LEVEL 1 (RN1)

- (a) An Employee at this level performs their duties:
 - (i) according to their level of competence; and
 - (ii) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.
- (b) An Employee at this level is required to perform general nursing duties which include substantially, but are not confined to:
 - delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
 - coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
 - providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
 - providing support, direction and education to newer or less experienced staff, including EN's, and student EN's and student nurses;
 - accepting accountability for the Employee's own standards of nursing care and service delivery; and
 - participating in action research and policy development within the practice setting.

A.5.2 REGISTERED NURSE - LEVEL 2 (RN2)

- (a) An Employee at this level:

- (i) holds any other qualification required for working in the Employee's particular practice setting; and
- (ii) is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detailed in this subclause on a continuing basis.

An Employee at this level may also be known as a Clinical nurse

- (b) In addition to the duties of an RN1, an Employee at this level is required, to perform duties delegated by a Clinical nurse consultant or any higher level classification.

Duties of a **Clinical nurse** will substantially include, but are not confined to:
delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;

providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's;

being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant; acting as a role model in the provision of holistic care to patients or clients in the practice setting; and

assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

A.5.3 REGISTERED NURSE - LEVEL 3 (RN3)

- (a) An Employee at this level:

- (i) holds any other qualification required for working in the Employee's particular practice setting; and
- (ii) is appointed as such by a selection process or by reclassification from a lower level when that the Employee is required to perform the duties detailed in this subclause on a continuing basis.

An Employee at this level may also be known as a Clinical nurse consultant, Nurse manager or Nurse educator.

- (b) In addition to the duties of an RN2, an Employee at this level will perform the following duties in accordance with practice settings and patient or client groups:

- (i) Duties of a **Clinical nurse consultant** will substantially include, but are not confined to:

providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;

staff and patient/client education;

staff selection, management, development and appraisal;

participating in policy development and implementation;

acting as a consultant on request in the Employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;

delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;

coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and

coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

(ii) Duties of a **Nurse Manager** will substantially include, but are not confined to:

providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;

staff selection and education;

allocation and rostering of staff;

occupational health;

initiation and evaluation of research related to staff and resource management;

participating in policy development and implementation;

acting as a consultant on request in the Employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);

being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and

managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

(iii) Duties of a **Nurse educator** will substantially include, but are not confined to:

providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;

implementation and evaluation of staff education and development programs;

staff selection;

implementation and evaluation of patient or client education programs;

participating in policy development and implementation;

acting as a consultant on request in the Employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and

being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

A.5.4 REGISTERED NURSE - LEVEL 4 (RN4)

- (a) An Employee at this level:
- (i) holds any other qualification required for working in the Employee's particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detailed in this subclause on a continuing basis.

An Employee at this level may also be known as an Assistant Director of Nursing (clinical), Assistant director of nursing (management), or Assistant director of nursing (education).

- (b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- (c) In addition to the duties of an RN3, an Employee at this level will perform the following duties:
- (i) Duties of an **Assistant Director of Nursing (clinical)** will substantially include, but are not confined to:

providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (management) and Assistant director of nursing (education), particularly in the areas of selection of staff within the Employee's area of responsibility;

provision of appropriate education programs, coordination and promotion of clinical research projects;

participating as a member of the nursing executive team;

contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;

managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;

being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;

being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;

being accountable for clinical operational planning and decision making for a specified span of control; and

being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

- (ii) Duties of an **Assistant Director of Nursing (management)** will substantially include, but are not confined to:

providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (clinical) and Assistant director of nursing (education), particularly in the areas of selection of staff within the Employee's area of responsibility;

coordination and promotion of nursing management research projects;

- participating as a member of the nursing executive team;
- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
- being accountable for the effective and efficient management of human and material resources within a specified span of control;
- being accountable for the development and coordination of nursing management systems within a specified span of control; and
- being accountable for the structural elements of quality assurance for a specified span of control.

(iii) Duties of an **Assistant Director of Nursing (education)** will substantially include, but are not confined to:

- providing leadership and role modelling, in conjunction with others including the Assistant director of nursing (clinical) and the Assistant director of nursing (management), particularly in the areas of selection of staff within the Employee's area of responsibility;

- coordination and promotion of nurse education research projects;

- participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;

- managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators;

- being accountable for the standards and effective coordination of education programs for a specified population;

- being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;

- being accountable for the management of educational resources including their financial management and budgeting control; and

- undertaking career counselling for nursing staff.

A.5.5 REGISTERED NURSE LEVEL 5 - (RN5)

(a) An Employee at this level:

- (i) holds any other qualification required for working in the Employee's particular practice setting; and

- (ii) is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detailed in this subclause on a continuing basis.

An Employee at this level may also be known as a Director of nursing.

(b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.

- (c) In addition to the duties of an RN4, an Employee at this level will perform the following duties:

being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;

participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;

providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;

providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;

managing the budget of the nursing division of the health unit;

ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and

complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

A.6 OCCUPATIONAL HEALTH NURSES

The duties and responsibilities of Occupational health nurses include, but are not necessarily confined to:

the maintenance of appropriate records relating to the activities of the occupational health unit and services to clients;

the rehabilitation of injured workers;

preventative action in relation to occupational hazards that may lead to injury and/or illness;

immediate and continuing treatment of occupational injuries and/or illness; health promotion; and

the counselling of clients on health related matters.

A.6.1 OCCUPATIONAL HEALTH NURSE - LEVEL 1

An Employee at this level:

- (i) is an RN with at least four years post registration experience; and

- (ii) performs duties in relation to occupational health consistent with:

giving direct nursing care to a group of clients;

assessing nursing care needs of clients; and

participating in provision of education to clients.

A.6.2 OCCUPATIONAL HEALTH CLINICAL NURSE - LEVEL 2

(a) An Employee at this level:

- (i) is an RN with at least four years post registration experience; and
- (ii) performs duties in connection with occupational health which are more complex than the duties performed by an Occupational health nurse level

Appointment to level 2 of this salary structure is only upon successful completion of a relevant post-registration qualification to this field of employment.

Payment at this level will commence when the Employer receives reasonable proof from the Employee that the qualification has been obtained. The onus of proof rests with the Employee.

(b) The duties of an Employee at this level may include, but are not necessarily confined to:

the prevention of injury/illness;
rehabilitation; and

occupational hazard identification.

A.6.3 SENIOR OCCUPATIONAL HEALTH CLINICAL NURSE

An Employee at this level is an RN with at least five years post registration experience who:

- coordinates the occupational health nursing service; and
- provides support and direction to four or less Occupational health nurses and/or Occupational health clinical nurses.

A.6.4 OCCUPATIONAL HEALTH NURSE CONSULTANT - LEVEL 3

An Employee at this level is an RN with at least five years post registration experience who:

- coordinates the Occupational health nursing services; and
- provides support and direction to five or more Occupational nurses and/or Occupational health clinical nurses.

A.7 NURSE PRACTITIONER

- is a registered nurse/midwife appointed to the role;
- has obtained an additional qualification relevant to the state regulating authority to enable them to become licensed Nurse practitioners.

A Nurse practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

A.7.1 Role of a licensed Nurse practitioner

- (a) The nurse practitioner is able to assess and manage the care of clients/residents using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a registered nurse /midwife in extended practice across stable, unpredictable and complex situations.
- (b) The nurse practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.
- (c) Scope of practice

The scope of practice of the Nurse practitioner is determined by the context in which:

- (i) the nurse practitioner is authorised to practice. The nurse practitioner therefore remains accountable for the practice for which they directed; and;
- (ii) the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

The Nurse practitioner is authorised to directly refer clients/residents to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays.

Nurse practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

SCHEDULE B

Aged Care Classification Definitions

B.1 MAINTENANCE STAFF

The role of maintenance staff can include but is not limited to:

- (i) Leadership and coordination of the maintenance and gardening departments of village (depending on pay point).
- (ii) The provision of a safe and attractive environment for residents and staff
- (iii) Ensuring the grounds, buildings, equipment and facilities are maintained effectively and in accordance with regulatory requirements.
- (iv) Effectively maintaining the value of the assets of the village.
- (v) Maintain appropriate documentation of the maintenance of buildings, facilities, equipment and machinery as required to meet the Accreditation Standards, Certification and The Essential Building Services requirements.
- (vi) To manage the maintenance and upkeep of the buildings, facilities, equipment and machinery as required ensuring continuous service delivery of all facilities to residents.

- (vii) To develop and implement a schedule of programs to ensure the maintenance of all buildings, facilities, equipment and machinery.
- (viii) To maintain appropriate staffing levels and skill mix within the Maintenance and Gardening departments and to respond appropriately to changes in departments needs
- (ix) Taking out and bringing in of rubbish bins in conjunction with Council
- (x) Remove rubbish to tip as required

B.1.1 Pay Point 1

An Employee at this level is known as a Maintenance/Handyperson (Unqualified) and at this level an Employee:

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

B.1.2 Pay Point 2

An Employee at this level is known as a Maintenance/Tradesperson (Qualified) and at this level an Employee:

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

B.1.3 Pay Point 3

An Employee at this level is known as a Supervisor Maintenance/Handyperson (Unqualified) at this level an Employee:

- is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;

- is responsible for work performed with a substantial level of accountability and responsibility;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- supervises staff on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and

B.1.4 Pay Point 4

An Employee at this level is known as a Supervisor Maintenance/Tradesperson (Qualified) at this level an Employee:

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

B.2 GROUNDS STAFF

The role of grounds staff can include but is not limited to:

- (i) All lawn mowing including lawn care programmes (fertilisation)
- (ii) Trim all lawn edges
- (iii) Clean all pathways to ensure they are free of leaves, debris etc
- (iv) Weed all common garden areas
- (v) Securely store all garden/power and mechanical tools/equipment and maintain in good safe working condition as required.
- (vi) Undertake special gardening projects as directed
- (vii) Plant new shrubs as directed
- (viii) Identify/report hazards/safety issues and follow sound OH&S practices at all times
- (ix) Taking out and bringing in of rubbish bins in conjunction with Council
- (x) Water all common garden beds
- (xi) Irrigation placement as directed & maintenance
- (xii) Propagation and pruning of plants
- (xiii) Chip all garden refuse & mulching garden beds accordingly
- (xiv) Responsibility for safety procedures in accordance with Material Safety Data Sheets

- (xv) Remove rubbish to tip as required
- (xvi) Remove cobwebs from all fairy lights
- (xvii) Lop dead trips & branches in keeping with OH&S guidelines
- (xviii) Assist with the moving & setup of furniture as required

B.2.1 Pay Point 1

At an Employee at this level is known as an Assistant gardener, at this level an Employee:

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

B.2.2 Pay Point 2

At an Employee at this level is known as an Gardener (non-trade), at this level an Employee:

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

B.2.3 Pay Point 3

At an Employee at this level is known as a Gardener (trade), at this level an Employee:

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

B.2.4 Pay Point 4

At an Employee at this level is known as a Gardener (advanced), at this level an Employee:

- is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;

- is responsible for work performed with a substantial level of accountability and responsibility;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

B.2.5 Pay Point 5

At an Employee at this level is known as a Gardener superintendant, at this level an Employee:

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

B.3 ADMINISTRATION

The role of administration staff can include but is not limited to:

- (i) Manage the resident data and contacts for all funded aged care, supported and independent residents and be responsible as the primary point of contact for all residents and their families
- (ii) Manage the admission documentation and processes for all potential new residents
- (iii) Correspondence (solicitors, residents families, prospective residents rollovers & discharge
- (iv) Manage the discharge documentation and processes for resident exits & deceased retentions & spreadsheets for audit purposes
- (v) Liaise with new & current residents, relatives High & Low care Agreements
- (vi) Interviews with prospective Hostel/High care residents and relatives
- (vii) Record resident data, maintain the data accurately and ensure it is up to date at all times
- (viii) Raise invoices and manage the payment collections processes for all resident fees (see Resident Billing)
- (ix) Receive accommodation bonds and ingoing payments and maintain records of such payments within the resident financial system

- (x) Receipt, record and monitor payments and reconcile all subsidy income from the Department of Health and Ageing.
- (xi) Manage ILU documentation & processes for rate rebates; liaise with Council, South East Water and record accurate current information for qualifying rebated residents.
- (xii) Reception duties

B.3.1 Pay Point 1

At an Employee at this level is known as a General Clerk (no experience), at this level an Employee:

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

B.3.2 Pay Point 2

At an Employee at this level is known as a General Clerk/Receptionist, at this level an Employee:

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

B.3.3 Pay Point 3

At an Employee at this level is known as a Senior Clerk/Receptionist, at this level an Employee:

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

B.3.4 Pay Point 4

At an Employee at this level is known as a Secretary/Interpreter (unqualified), at this level an Employee:

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

B.3.5 Pay Point 5

At an Employee at this level is known as a Clerical Supervisor, at this level an Employee:

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

B.4 FOOD AND DOMESTIC SERVICES

The role of food and domestic services staff can include but is not limited to:

- (i) Assisting in the preparation, delivery and serving of resident meals as per requirements and the provision of staff meals. Subsequent to the meal preparation, cleaning the food preparation and consumption areas, cooking equipment and utensils.
- (ii) Through the application of appropriate occupational health and safety and infection control procedures provide a safe, clean and healthy work environment.
- (iii) Ensure that cleaning duties are met by maintaining cleanliness and tidiness in all residents' rooms and public areas.
- (iv) Leadership and coordination of the staff of village (depending on pay point).

B.4.1 Pay Point 1

At an Employee at this level is known as a Food Services Assistant or Cleaner, at this level an Employee:

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

B.4.2 Pay Point 2

At an Employee at this level is known as a Food Services Assistant, Laundry Hand or Cleaner, at this level an Employee:

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

B.4.3 Pay Point 3

At an Employee at this level is known as a Laundry Foreperson or Senior Cook (trade) at this level an Employee:

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

B.4.4 Pay Point 4

At an Employee at this level is known as a Chef at this level an Employee:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may assist with supervision of others;
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;

- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

B.4.5 Pay Point 5

At an Employee at this level is known as a Chef/Food Services Supervisor at this level an Employee:

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

B.5 PERSONAL CARE

The role of personal care staff can include but is not limited to:

- (i) Provide a range of services and care interactions for residents to ensure residents care meets the sites quality standards
- (ii) Communicate any changes of condition or relevant resident issues to Hostel Supervisor or other staff as relevant.
- (iii) Follow the directions of Hostel Supervisor in the delivery of care to residents in accordance with the Resident's Care Plan
- (iv) Provide resident care as a member of the care team.

B.5.1 Pay Point 1

At an Employee at this level is known as a Personal Care Worker Grade 1 at this level an Employee:

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

B.5.2 Pay Point 2

At an Employee at this level is known as a Personal Care Worker Grade 2 at this level an Employee:

- is capable of prioritising work within established routines, methods and procedures (non admin/clerical);

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

B.5.3 Pay Point 3

At an Employee at this level is known as a Personal Care Worker Grade 3 at this level an Employee:

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

B.5.4 Pay Point 4

At an Employee at this level is known as a Personal Care Worker Grade 4 or a Recreational/Lifestyle activities officer (Qualified) at this level an Employee:

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

B.5.5 Pay Point 5

At an Employee at this level is known as a Personal Care Worker Grade 5 at this level an Employee:

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

B.5.6 Pay Point 6

At an Employee at this level is known as a Recreational/Lifestyle activities officer (unqualified) at this level an Employee:

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

B.5.7 Pay Point 7

At an Employee at this level is known as a Recreational/Lifestyle activities officer (qualified) at this level an Employee:

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

B.5.8 Pay Point 8

At an Employee at this level is known as a General Services Supervisor at this level an Employee:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;

- may supervise the work of others, including work allocation, rostering and guidance;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses developed administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

B.6 DRIVERS

The role of staff employed as Drivers can include but is not limited to:

- (i) Drive the village bus as requested
- (ii) Attend to any other duties as requested by the Manager

B.6.1 Pay Point 1

At an Employee at this level is known as a Driver (less than 3 ton) at this level an Employee:

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

B.6.2 Pay Point 2

At an Employee at this level is known as a Driver (3 ton and over) at this level an Employee:

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

Appendix 1

Schedule A Classification Rates of Pay	2010	2011	2012
	Hrly Rate	Hrly Rate	Hrly Rate
Nursing assistant			
1st year	16.79	17.29	17.81
2nd year	17.27	17.79	18.33
3rd year and thereafter	17.76	18.29	18.84
Experienced	18.27	18.82	19.38
Enrolled nurses			
Students Less than 21 years of age	16.37	16.86	17.37
Students 21 years of age and over	17.97	18.51	19.06
Pay point 1	20.11	20.71	21.33
Pay point 2	20.50	21.12	21.75
Pay point 3	20.77	21.40	22.04
Pay point 4	21.19	21.82	22.48
Pay point 5	21.60	22.25	22.92
Registered nurses			
Progression from these entry rates will be to level 1—Registered nurse pay point 4 and 5 respectively.			
Registered nurse—level 1			
Pay point 1	22.45	23.12	23.82
Pay point 2	23.60	24.31	25.04
Pay point 3	24.75	25.49	26.25
Pay point 4	25.98	26.76	27.56
Pay point 5	27.20	28.02	28.86
Pay point 6	28.42	29.27	30.15
Pay point 7	29.82	30.71	31.63

Pay point 8 and thereafter	30.98	31.91	32.86
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	2010	2011	2012
	Hrly Rate	Hrly Rate	Hrly Rate
Registered nurse—level 2			
Pay point 1	32.20	33.16	34.16
Pay point 2	33.06	34.05	35.07
Pay point 3	33.96	34.98	36.03
Pay point 4 and thereafter	34.76	35.80	36.88
Registered nurse—level 3			
Pay point 1	34.22	35.24	36.30
Pay point 2	35.15	36.20	37.29
Pay point 3	35.98	37.06	38.17
Pay point 4 and thereafter	37.79	38.92	40.09
Registered nurse—level 4			
Grade 1	37.54	38.67	39.83
Grade 2	38.32	39.47	40.65
Grade 3	39.43	40.62	41.84
Registered nurse—level 5			
Grade 1	43.93	45.24	46.60
Grade 2	45.16	46.51	47.91
Grade 3	46.62	48.01	49.46
Grade 4	48.08	49.52	51.00
Grade 5	49.84	51.33	52.87
Grade 6	52.76	54.35	55.98
Nurse practitioner			
1st year	29.61	30.49	31.41

2nd year	30.51	31.42	32.36
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	2010	2011	2012
	Hrly Rate	Hrly Rate	Hrly Rate
Occupational health nurses			
Occupational health nurse—level 1			
Pay point 1	20.43	21.04	21.67
Pay point 2	21.08	21.71	22.37
Pay point 3	21.71	22.36	23.03
Pay point 4	22.36	23.03	23.72
Pay point 5	22.96	23.65	24.36
Occupational health nurse—level 2			
Pay point 1	23.59	24.29	25.02
Pay point 2	23.97	24.69	25.43
Pay point 3	24.40	25.14	25.89
Pay point 4	24.81	25.56	26.32
Senior occupational health clinical nurse	24.81	25.56	26.32
Occupational health nurse—level 3			
Pay point 1	25.63	26.40	27.19
Pay point 2	26.12	26.90	27.71
Pay point 3	26.58	27.38	28.20
Pay point 4 and thereafter	27.07	27.89	28.72

Schedule B Classification Rates of Pay		2010	2011	2012
		Hrly Rate	Hrly Rate	Hrly Rate
B.1	MAINTENANCE STAFF			
B.1.1	Pay Point 1	18.73	19.30	19.87
B.1.2	Pay Point 2	19.06	19.64	20.23
B.1.3	Pay Point 3	19.86	20.46	21.07
B.1.4	Pay Point 4	20.87	21.49	22.14
B.2	GROUPS STAFF			
B.2.1	Pay Point 1	15.26	15.72	16.19
B.2.2	Pay Point 2	16.76	17.26	17.78
B.2.3	Pay Point 3	17.08	17.59	18.12
B.2.4	Pay Point 4	17.46	17.98	18.52
B.2.5	Pay Point 5	18.20	18.74	19.30
B.3	ADMINISTRATION			
B.3.1	Pay Point 1	16.00	16.48	16.98
B.3.2	Pay Point 2	18.10	18.65	19.20
B.3.3	Pay Point 3	18.88	19.44	20.03
B.3.4	Pay Point 4	19.55	20.14	20.74
B.3.5	Pay Point 5	20.18	20.79	21.41
B.4	FOOD AND DOMESTIC SERVICES			
B.4.1	Pay Point 1	16.16	16.64	17.14
B.4.2	Pay Point 2	16.46	16.95	17.46
B.4.3	Pay Point 3	17.37	17.89	18.42
B.4.4	Pay Point 4	18.11	18.66	19.22
B.4.5	Pay Point 5	19.22	19.80	20.39
B.5	PERSONAL CARE			
B.5.1	Pay Point 1	16.48	16.97	17.48
B.5.2	Pay Point 2	16.79	17.29	17.81
B.5.3	Pay Point 3	17.27	17.79	18.33
B.5.4	Pay Point 4	17.76	18.29	18.84
B.5.5	Pay Point 5	18.27	18.82	19.38
B.5.6	Pay Point 6	17.53	18.06	18.60
B.5.7	Pay Point 7	17.70	18.23	18.78
B.5.8	Pay Point 8	18.87	19.43	20.02
B.6	DRIVERS			
B.6.1	Pay Point 1	16.98	17.49	18.02
B.6.2	Pay Point 2	17.15	17.66	18.19



Fair Work Matter Number: AG2010/1477

Undertaking

- 1) **Clause 4 Definitions and Interpretation** of Immediate family – This provision will also include in its definition reference to child of the spouse, de facto partner or same sex partner.
- 2) A copy of this undertaking will be affixed to all copies of this agreement distributed by the employer and the respective union covered by the Agreement; and
- 3) The employer will forward to all employees a copy of this undertaking.

Undertaking

- 1) **Clause 30.3 Cashing Out of Annual Leave** – in accordance with Section 93(2) of the Act include:
 - v) A minimum balance of 4 weeks annual leave must be maintained after cashing out any Annual Leave
- 2) A copy of this undertaking will be affixed to all copies of this agreement distributed by the employer and the respective union covered by the Agreement; and
- 3) The employer will forward to all employees a copy of this undertaking.

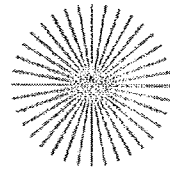
Undertaking

- 1) **Clause 35 Parental Leave** –
 - (i) The provision of subclause 35.1 shall be changed to read:

“Parental Leave may be for primary and non-primary care givers. Parental leave entitlements extend to “eligible casual Employees” and same sex partners.
 - (ii) The provision of subclause 35.3 (e) will not apply.
- 2) A copy of this undertaking will be affixed to all copies of this agreement distributed by the employer and the respective union covered by the Agreement; and
- 3) The employer will forward to all employees a copy of this undertaking.

Undertaking

- 1) **Clause 33 Personal/Carers and Compassionate Leave** –
 - (i) The provisions of subclause 33.1, 33.7, 33.9, where reference is made to refer to alternative clauses shall be changed from 32 to 33.
- 2) A copy of this undertaking will be affixed to all copies of this agreement distributed by the employer and the respective union covered by the Agreement; and
- 3) The employer will forward to all employees a copy of this undertaking.



aevum
LIMITED

I agree to apply the above undertakings on behalf of Aevum Limited:

Signature: Nicole Quince
Name: NICOLE QUINCE
Title: HEAD OF PEOPLE STRATEGIES
Date: 24/6/10

I concur with the above undertakings:

Signature: Brian Mason
Name: BRIAN MASON
Organisation: NSW Nurses Association
Date: 24/6/10

Signature: F. Johnston
Name: FRANCES JOHNSTON
Organisation: HEALTH SERVICES UNION
INDUSTRIAL OFFICER
Date: 24/6/10