



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Ashley House Pty Ltd
(AG2013/7394)

ASHLEY HOUSE PTY LTD ENTERPRISE AGREEMENT 2013

Aged care industry

DEPUTY PRESIDENT BOOTH

SYDNEY, 13 AUGUST 2013

Application for approval of the Ashley House Pty Ltd Enterprise Agreement 2013.

[1] An application has been made for approval of an enterprise agreement known as the *Ashley House Pty Ltd Enterprise Agreement 2013* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Ashley House Pty Ltd. The agreement is a single-enterprise agreement.

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

[3] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 August 2013. The nominal expiry date of the Agreement is 30 June 2015.



DEPUTY PRESIDENT

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The Ashley House Pty Ltd Enterprise Agreement 2013

Ashley House Pty Ltd Enterprise Agreement 2013

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Part 1-Application and Operation

1. Title

This Agreement is the Ashley House Pty Ltd Enterprise Agreement 2013.

2. Commencement and expiry

This agreement will commence from the date specified by Fair Work Australia and will nominally expire on 30th June 2015.

3. Definitions and interpretation

In this agreement, unless the contrary intention appears:

Act means the Fair Work Act 2009 (Cth)

Aged care industry means the provision of accommodation and care services for aged persons in a hostel, nursing home, aged care independent living units, aged care serviced apartments, garden settlement, retirement village or any other residential accommodation facility including in the home

FWA means Fair Work Australia

Employee has the meaning in the Act

Employer has the meaning in the Act

NAPSA means notional agreement preserving a State award and has the meaning in the Act

NES means National Employment Standards set out under Chapter 2, Part 2-2 of the Act

Pay point "A" means aged care classifications who were formally covered under the Aged Care General Services (State) Award now a Notional Agreement Preserving a State Award (NAPSA).

Pay point "C" means aged care classifications who were formally covered under the Charitable Sector Aged and Disability Care Services (State) Award now a Notional Agreement Preserving a State Award (NAPSA).

Where this agreement refers to an entitlement provided for in the NES, the NES definition applies.

4. Coverage

This Agreement shall cover Ashley House Pty Ltd.

This Agreement shall apply to all employees of the employer performing work within the classifications contained in this agreement and employed by a residential aged care facility or community care program run from an aged care facility in NSW.

5. Access to the Agreement and the National Employment Standards

The employer must ensure that copies of this agreement and the NES are available to all employees to whom they apply either on a notice board which is conveniently located at or near the workplace or through electronic means.

6. The National Employment Standards and this Agreement

The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement.

7. Agreement flexibility

7.1 Notwithstanding any other provision of this agreement, an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

7.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

7.4 The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this agreement that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;

- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8 The agreement may be terminated:
 - (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- 7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

Part 2-Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

(a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives such as the Associations.

(b) 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.

8.2 Employer to discuss change

(a) The employer must discuss with the employees affected and their recognised workplace representatives, the introduction of the changes referred to in clause 8.1 the

effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

(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 8.1.

(c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, 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 no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

9. Dispute resolution

- 9.1 In the event of a dispute about any matter, under this Agreement, or the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavor to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2 If a dispute about a matter arising under this agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to FWA.
- 9.3 Unless otherwise stated in this Agreement, the parties agree that FWA shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and finally arbitration.
- 9.4 Where the matter in dispute remains unresolved, the FWA may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

10 Workload Management

- 10.1 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.

- 10.2 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 Facility Manager for further discussion.
 - (d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected employees.
- 10.3 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 workload issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:
- (a) Clinical assessment of residents' needs;
 - (b) The demand of the environment such as facility layout;
 - (c) Statutory obligation, including but not limited to, workplace health and safety legislation;
 - (d) The requirements of nurse regulatory legislation;
 - (e) Reasonable workloads;
 - (f) Accreditation standards; and
 - (g) Budgetary considerations.
- 10.4 If the issue is still unresolved, the employee/s may advance the matter through Clause 9- Dispute Resolution. Arbitration of workload management issues may only occur by agreement with the employer.

Part 3 - Types of Employment and Termination of Employment

11. Types of employment

11.1 Employment categories

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 an employer will inform each employee whether they are employed on a full-time, part-time or casual basis. An 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.

11.2 Full-time employment

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 21 (a) of this agreement.

11.3 Part-time employment

- (a) A part-time employee is an employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (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) A part-time employee will be paid a minimum of two hours pay for each engagement.
- (d) The terms of the agreement in (b) may be varied by agreement and recorded in writing.
- (e) Unless otherwise stated 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.

11.4 Annual review of part-time hours

- (a) At the request of an employee the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their specified contract hours then such contract hours shall be adjusted by the employer to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (i) if the increase in hours is as a direct result of an employee being absent on Leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (ii) 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.
- (b) Any adjusted contracted hours resulting from a review should however be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

11.5 Casual employment

- (a) A casual employee is an employee engaged as such on an hourly basis.

- (b) A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee classification plus a casual loading of 20%. This casual loading will apply on a transitional basis upon the commencement of this agreement and will increase in the following increments:

First pay period on or after	Casual Loading payable
1 July 2013	23.75%
1 July 2014	25%

- (c) Casual employees will be paid the following minimum number of hours for each engagement:
- (i) Home care employees -1 hour
 - (ii) all other employees - 2 hours.
- (d) A casual employee 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.

Overtime rates shall only be payable to a casual when he/she works in excess of 38 hours per week or 76 hours per fortnight depending on the pay period. Payment of such overtime penalties shall be on the hourly rate (1/38th) and be in lieu of the casual loading.

11.6 Casual Conversion

- (a) 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:
- (i) on a full-time basis where the employee has worked 38 hours per week or an average of 38 hours per week (excluding overtime) throughout the period of casual employment; or
 - (ii) on a permanent part-time basis where the employee has worked a regular number of hours each week or fortnight (depending upon the roster) throughout the period of casual employment. Such part-time engagement would be on the basis of same number of hours as previously worked, unless other arrangements are agreed between the employer and the employee.
- (b) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request. Arbitration of an employee's request for conversion may only occur by agreement of the employer and the relevant Association.
- (c) Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

12 Termination of employment

12.1 Notice of termination is provided for in the NES.

12.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that 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 from any monies due to the employee on termination under this agreement or the NES, an 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.

12.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

13 Redundancy

13.1 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 & customary turnover of labour; or
- (b) because of the insolvency or bankruptcy of the employer.

13.2 Minimum payments

(a) Where the employee is under 45 years of age, the employer shall pay the employee

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and over	16 weeks pay

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

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and over	20 weeks pay

- (c) "Weeks pay" means the Employee's average actual weekly earnings over the preceding twelve months from the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:

- (i) shift allowances
- (ii) weekend penalties
- (iii) TAFE examination allowances
- (iv) climatic and isolation allowances
- (v) Broken shift allowance
- (vi) Sleepover allowance
- (vii) Any other entitlements;

13.3 Transfer to lower paid duties

Where an employee is transferred to lower paid duties; the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

13.4. Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in 12 employment until the expiry of the notice, but is not entitled to any payment in lieu of any remaining notice.

13.5. Job search entitlement

- (a). An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of ordinary pay during each week of notice for the purpose of seeking other employment.
- (b). If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for any time absent. For this purpose a statutory declaration is sufficient.
- (c). This entitlement applies instead of clause 12.3

Part 4-Minimum Wages and Related Matters

14 Classifications

- 14.1. Nursing classification definitions are set out in Schedule A - Classification Definitions.
- 14.2 Aged Care classification definitions are set out in Schedule B - Classification Definitions.
- 14.3 Home Care classification definitions are set out in Schedule C - Classification Definitions.
- 14.4 Health Professional classification definitions are set out in Schedule D - Classification Definitions.
- 14.5 Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

15 Minimum weekly wages

The following table sets out the minimum weekly wages. The minimum weekly wages will apply from the commencement of the first full pay period on or after 1 July 2013 in respect on Year One (1) and will apply from the commencement of the first full pay period on or after 1 July 2014 in respect of Year Two (2).

Position	Classification	Pay Rates 2013 (7% increase)			Pay Rates 2014 (3% increase)		
		Annual Salary	Weekly Salary	Hourly Rate	Annual Salary	Weekly Salary	Hourly Rate
1, Director of Nursing	Salary DON						
2, Registered Nurse							
	RN Level 1 (Previously Pay Point 1,2,3,4)	\$56,854.06	\$1,093.35	\$28.77	\$58,559.69	\$1,126.15	\$29.64
	RN Level 2 (Previously Pay Point 5)	\$59,518.11	\$1,144.58	\$30.12	\$61,303.65	\$1,178.92	\$31.02
	RN Level 3 (Previously Pay Point 6)	\$62,203.29	\$1,196.22	\$31.48	\$64,069.39	\$1,232.10	\$32.42
	RN Level 4 (Previously Pay Point 7)	\$65,247.92	\$1,254.77	\$33.02	\$67,205.35	\$1,292.41	\$34.01
	RN Level 5 (Previously Pay Point 8 & Thereafter)	\$67,785.10	\$1,303.56	\$34.30	\$69,818.65	\$1,342.67	\$35.33
3, Enrolled Nurse							
	1st Year of Experience	\$41,081.24	\$790.02	\$20.79	\$42,313.67	\$813.72	\$21.41
	2nd Year of experience	\$41,884.68	\$805.47	\$21.20	\$43,141.22	\$829.64	\$21.83
	3rd Year of Experience	\$42,434.40	\$816.05	\$21.47	\$43,707.43	\$840.53	\$22.12
	4th Year of Experience	\$43,280.13	\$832.31	\$21.90	\$44,578.53	\$857.28	\$22.56
	Thereafter	\$44,125.86	\$848.57	\$22.33	\$45,449.63	\$874.03	\$23.00
	Pre Registration training	\$40,489.23	\$778.64	\$20.49	\$41,703.90	\$802.00	\$21.11
4, Trainee Enrolled Nurse U18							
	1st Year of Experience	\$29,071.90	\$559.08	\$14.71	\$29,944.06	\$575.85	\$15.15
	2nd Year of Experience	\$30,361.64	\$583.88	\$15.37	\$31,272.48	\$601.39	\$15.83
	Thereafter	\$31,566.80	\$607.05	\$15.98	\$32,513.80	\$625.27	\$16.45
5, Trainee Enrolled Nurse							
	1st Year of Experience	\$33,448.54	\$643.24	\$16.93	\$34,452.00	\$662.54	\$17.44
	2nd Year of Experience	\$34,526.85	\$663.98	\$17.47	\$35,562.65	\$683.90	\$18.00
	3rd Year of Experience	\$35,605.15	\$684.71	\$18.02	\$36,673.30	\$705.26	\$18.56
	Thereafter	\$36,704.60	\$705.86	\$18.58	\$37,805.73	\$727.03	\$19.13

Position	Classification	Pay Rates 2013 (7% increase)			Pay Rates 2014 (3% increase)		
		Annual Salary	Weekly Salary	Hourly Rate	Annual Salary	Weekly Salary	Hourly Rate
6, Assistant in Nursing U18							
	1st Year of Experience	\$29,071.90	\$559.08	\$14.71	\$29,944.06	\$575.85	\$15.15
	2nd Year of Experience	\$30,361.64	\$583.88	\$15.37	\$31,272.48	\$601.39	\$15.83
	Thereafter	\$31,566.80	\$607.05	\$15.98	\$32,513.80	\$625.27	\$16.45
7, Assistant in Nursing							
	1st year	\$36,810.31	\$707.89	\$18.63	\$37,914.62	\$729.13	\$19.19
	2nd year	\$37,846.33	\$727.81	\$19.15	\$38,981.72	\$749.65	\$19.73
	3rd year	\$38,861.20	\$747.33	\$19.67	\$40,027.04	\$769.75	\$20.26
	Thereafter and / or Cert 3	\$39,981.79	\$768.88	\$20.23	\$41,181.24	\$791.95	\$20.84
	Thereafter and / or Cert 3	\$39,981.79	\$768.88	\$20.23	\$41,181.24	\$791.95	\$20.84
8, Deputy Director of Nursing							
	Pay point 1 ADON less 150 Bed	\$76,918.96	\$1,479.21	\$38.93	\$79,226.53	\$1,523.59	\$40.09
	Pay point 2 DDON less 20 bed	\$78,398.99	\$1,507.67	\$39.68	\$80,750.96	\$1,552.90	\$40.87
	PP 3 DDON 20- less 75 bed	\$80,365.30	\$1,545.49	\$40.67	\$82,776.26	\$1,591.85	\$41.89
	PP 4 DDON 75- less 100 bed	\$82,141.33	\$1,579.64	\$41.57	\$84,605.57	\$1,627.03	\$42.82
9, General Services Officer							
	Grade 1 Junior U18	\$28,120.46	\$540.78	\$14.23	\$28,964.07	\$557.00	\$14.66
	ACE L1 LCF	\$35,478.29	\$682.27	\$17.95	\$36,542.64	\$702.74	\$18.49
	ACE L2 LCF	\$36,281.73	\$697.73	\$18.36	\$37,370.18	\$718.66	\$18.91
	ACE L2 MF	\$36,620.02	\$704.23	\$18.53	\$37,718.62	\$725.36	\$19.09
	ACE L3 (gso gr4 1st yr)	\$37,550.32	\$722.12	\$19.00	\$38,676.83	\$743.79	\$19.57
	ACE L 3 RO	\$37,740.61	\$725.78	\$19.10	\$38,872.83	\$747.55	\$19.67
	ACE L 3 RO- (gso 4 3yr & ta)	\$38,374.91	\$737.98	\$19.42	\$39,526.16	\$760.12	\$20.00
10, Recreation Activities Officer							
	ACE L 3 RO 1 yr	\$37,740.61	\$725.78	\$19.10	\$38,872.83	\$747.55	\$19.67
	ACE L3 RO 2 yr	\$38,374.91	\$737.98	\$19.42	\$39,526.16	\$760.12	\$20.00
	ACE L3 RO 3yr & ta	\$38,818.92	\$746.52	\$19.65	\$39,983.48	\$768.91	\$20.23

Position	Classification	Pay Rates 2013 (7% increase)			Pay Rates 2014 (6% increase)		
		Annual Salary	Weekly Salary	Hourly Rate	Annual Salary	Weekly Salary	Hourly Rate
11, Clerk							
	ACE L 1 (clk g 1 1yr)	\$35,161.14	\$676.18	\$17.79	\$36,215.98	\$696.46	\$18.33
	ACE L 2 (clk g1 2yr)	\$36,260.59	\$697.32	\$18.35	\$37,348.41	\$718.24	\$18.90
	ACE L 3 (clk g1 3yr)	\$37,169.75	\$714.80	\$18.81	\$38,284.84	\$736.25	\$19.37
	ACE L 3 (clk g1 4yr)	\$37,508.04	\$721.31	\$18.98	\$38,633.28	\$742.95	\$19.55
	ACE L 3 (clk g1 5yr & ta)	\$37,761.76	\$726.19	\$19.11	\$38,894.61	\$747.97	\$19.68
	ACE L 2 (clk g2 yr1)	\$38,713.20	\$744.48	\$19.59	\$39,874.60	\$766.82	\$20.18
	ACE L 3 (clk g2 yr2)	\$39,622.36	\$761.97	\$20.05	\$40,811.03	\$784.83	\$20.65
	ACE L 4 (clk g3 yr1)	\$40,510.37	\$779.05	\$20.50	\$41,725.68	\$802.42	\$21.12
	ACE L 4 (clk g3 yr2)	\$41,313.81	\$794.50	\$20.91	\$42,553.23	\$818.33	\$21.54
	ACE L 5 (clk gr4 yr1)	\$42,074.97	\$809.13	\$21.29	\$43,337.22	\$833.41	\$21.93
	ACE L 5 (clk g4 yr2)	\$42,793.84	\$822.96	\$21.66	\$44,077.65	\$847.65	\$22.31
	Grade 5, 1st Year	\$43,428.13	\$835.16	\$21.98	\$44,730.98	\$860.21	\$22.64
	Grade 5, 2nd Year	\$44,168.14	\$849.39	\$22.35	\$45,493.19	\$874.87	\$23.02
12, Maintenance Supervisor- NT							
	ACE L 6 NT i/c staff	\$41,715.53	\$802.22	\$21.11	\$42,967.00	\$826.29	\$21.74
	ACE L 6 NT otherwise	\$40,996.66	\$788.40	\$20.75	\$42,226.56	\$812.05	\$21.37
13, Maintenance Supervisor- Trade							
	ACE L 6 Trade i/c staff	\$45,669.31	\$878.26	\$23.11	\$47,039.39	\$904.60	\$23.81
	ACE L 6 Trade otherwise	\$43,576.14	\$838.00	\$22.05	\$44,883.42	\$863.14	\$22.71

16 Progression

For progression for all classifications under this agreement, refer to Schedule A (Nursing), Schedule B (Aged Care), Schedule C (Home Care) and Schedule D (Health Professionals).

Any employee may, upon written request, be able to review their classification outside the usual progression contained in Schedule A, B, C or D with their Manager. Any necessary progression will be made upon mutual agreement and subsequent authorization from the Chief Executive Officer of Baldwin Care Group Pty Ltd.

17 Allowances

The following allowances do not apply to employees classified at Registered Nurse levels 4 or 5.

The allowance rates are set out in Schedule E.

The expense related allowances below will be increased annually at the anniversary of the agreement by the percentage movement in the applicable index figure based on the most recently published Eight Capitals Consumer Price Index by the Australian Bureau of Statistics for the preceding 12 month period, as follows:

Allowance	Applicable Consumer Price Index Figure
Meal Allowance	Take-away and fast foods sub-group
Clothing, equipment allowance	Clothing and footwear group
Tool Allowance	Tools component of the household appliances, utensils and tools sub group.
Vehicle allowance	Private motoring sub-group
Board and Lodging	Domestic holiday travel and accommodation sub-group.

17.1. Clothing and equipment [excluding nursing classifications]

- (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 such employer free of cost to the employee.
- (b). Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform allowance at the rate set out in item 1 of Schedule E. This rate is expressed as per shift or part thereof, or as a weekly rate. An employee is to be paid whichever is the lesser amount.

Where an employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance at the rate set out in item

2 of Schedule E. This allowance is also expressed as a payment per shift of part thereof or as a weekly payment - an employee is to be paid whichever is the lesser amount.

- (c). 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 weeks immediately preceding the taking of leave.
- (d). Where an employer requires an employee to wear rubber gloves special clothing or where safety equipment is required for the work performed by an employee, the employer must reimburse the employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the employer.

17.2 Clothing and equipment [Nursing classifications only]

- (a). Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms, shoes, a cardigan or jacket, socks and stockings 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 such employer free of cost to the employee.
- (b). Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform-allowance at the rate set out in item 3 - uniforms of Schedule E per week.

Instead of the provision of shoes, cardigan or jacket, stockings and socks, the employer may, by agreement with the employee, pay such employee allowances at the rates set out in item 4 - shoes, item 5 - cardigan/jacket, item 6 - stockings and item 7 - socks of Schedule E per week.

- (c). Where an employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a weekly laundry allowance at the rate set out in item 8 of Schedule E.
- (d). The uniform allowance but not the laundry allowance will be paid during all absences and leave except absences of long service leave and absences of personal/carer's leave beyond 21 days.
- (e). Where an employer requires an employee to wear rubber gloves special clothing or where safety equipment is required for the work performed by an employee, the employer must reimburse the employee for the cost of purchasing such special clothing or safety equipment except where such clothing or equipment is provided by the employer.

17.3 Meal allowances

- (a) An employee will be supplied with an adequate meal where apn employer has adequate cooking and dining facilities or be paid a meal allowance in addition to any overtime payment at the following rates:

For Nursing classifications - item 9 of Schedule E

Aged Care Classifications classified at pay points "A" - item 10 of schedule E

Health Professionals classified at pay points A - item 11 of schedule E

Aged Care Classifications classified at pay points "C" - item 12 of Schedule E

Health Professionals classified at pay points "C" - item 13 of schedule E

Home Care Classifications - item 14 of Schedule E

- (i) when required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.
- (ii) provided that where such overtime work completed by a nursing employee exceeds four hours a further meal allowance at the rate set out in item 15 of Schedule E will be paid.
- (b) Clause 17.3(a) will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) On request the meal allowance will be paid on the same day as overtime is worked.

17.4 On call allowance (Nursing classifications only)

- (a) An on call allowance is paid to an employee who is required by the employer to be on call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts for each 24 hour period or part thereof:
- (i) between rostered shifts or ordinary hours Monday to Friday inclusive - the amount set out in item 16 of Schedule E.
- (ii) between rostered shifts or ordinary hours on a Saturday- the amount set out in item 17 of Schedule E.
- (iii) between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work- the amount set out in item 18 of Schedule E.
- (b) For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

17.5 On call allowance (Home Care Classifications only)

- (a) An employee required by the employer to be on call (i.e. available for recall to duty) will be paid an allowance as set out in item 19 of Schedule E in respect to any 24 hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday.
- (b) The allowance will be as set out in item 20 of Schedule E in respect of any other 24 hour period or part thereof, or any public holiday or part thereof.

17.6 Travelling, transport and fares

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid not less than the allowance set out in item 21 in Schedule E.
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (c) An employee who leaves the facility and is recalled to duty will be reimbursed all reasonable fares and expenses actually incurred, including the per kilometre rate in item 21 of Schedule E when he or she uses a motor car in those circumstances.

Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 17.6(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

- (d) Employees classified as home care workers and who are required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to the employer by the employee.

17.7 Continuing Education Allowance (Nursing classifications only)

- (a) A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field] in addition to the qualification leading to registration or enrolment shall be paid an allowance subject to the conditions set out in this clause.
- (b) The qualification must be accepted by the employer to be directly relevant to the competency and skills used by the employee in the duties of the position.
- (c) The allowance is not payable to Deputy Directors of Nursing or Directors of Nursing unless it can be demonstrated to the satisfaction of the employer that more than fifty per cent of the employee's time is spent doing clinical work.
- (d) The allowance is not payable to Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.

- (e) A registered nurse or enrolled nurse holding more than one relevant qualification is only entitled to the payment of one allowance being the allowance of the highest monetary value.
- (f) The employee claiming entitlement to a continuing education allowance must provide evidence to the employer that they hold that qualification.
- (g) A registered nurse who holds a relevant postgraduate certificate in a clinical field not including a hospital certificate that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 22 in Schedule E.
- (h) A registered nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 23 of Schedule E.
- (i) A registered nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 24 of Schedule E.
- (j) An enrolled nurse who holds a relevant certificate IV qualification in a clinical field not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment that is accepted by the employer to be directly relevant to the competency and skills used by the enrolled nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 25 of Schedule E.
- (k) The allowances set out in sub-clauses 17.7 (g), (h), (i) and (j) are not included in the employee's ordinary rate of pay and will not constitute part of the all-purpose rate.
- (l) A registered nurse or enrolled nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.
- (m) The rates for these allowances shall be adjusted in accordance with increases in other wage-related allowances contained in this Agreement.

17.8 In Charge Allowance (Nursing classifications only)

- (a) A registered nurse who is designated to be in charge during the day, evening or night of a residential aged care facility shall be paid in addition to his or her appropriate salary, whilst so in charge, the per shift allowance set out in Item 26 for less than 100 beds or Item 27 (for 100 or more beds) in Schedule E.

- (b) A registered nurse who is designated to be in charge of a shift in a section of a residential aged care facility shall be paid in addition to his or her appropriate salary, the per shift allowance set out in Item 28 in Schedule E.
- (c) This sub-clause shall not apply to registered nurses holding classified positions of higher grade than a registered nurse.

17.9 Leading hand allowance (Aged Care Classifications only)

A leading hand is an employee who is placed in charge of not less than two other employees of a substantially similar classification, but does not include any employee whose classification denotes supervisory responsibility.

A leading hand will be paid a weekly allowance of the amount specified by the item number in accordance with the following scale:

Leading hand charge of:	Weekly allowance
2-5 other employees	Item 29 of Schedule E
6-10 other employees	Item 30 of Schedule E
11-15 other employees	Item 31 of Schedule E
16-19 other employees	Item 32 of Schedule E

This allowance will be part of salary for all purposes of this agreement.

An employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

17.10 Sleepovers (Aged Care Classifications only)

Employees may, in addition to normal rostered shifts, be required to sleepover. 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 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 or client 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 set out in item 33 of Schedule E 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 nonemergency work to the end of the sleepover, whichever is the lesser, in addition to the sleepover allowance in clause 17.10 (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 permanent 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 consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of clause 17.10 (j) will apply.
- (h) A sleepover may be rostered to commence immediately at the conclusion of the employee's shift and continuous with that shift; and/or immediately prior to the employee's shift and continuous with that shift) and not otherwise.
- (i) No employee will be required to sleepover during any part of their rostered days off or ADOs.
- (j) An employee (whether a full-time employee permanent 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 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.

- (k) Casual employees may only be used for sleepovers when full-time employees or permanent 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.

17.11 Sleepovers (Home Care Classifications only)

- (a) A sleepover means when an employee is required to sleep overnight on the employer's premises.
- (b) The span for a sleepover will be a continuous period of eight hours.
- (c) Employees will be provided with a separate room with a bed, use of staff facilities and free board and lodging for each night when the employee sleeps over.
- (d) The employee will be entitled to a sleepover allowance as set out in item 34 of Schedule E for each night on which they sleep over.
- (e) In the event of the employee on sleepover being required to perform work during the sleepover period, the employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.
- (f) An employee on sleepover will be provided with, or paid for, at least four hours' work for each instance where the employee is required. Such work will be performed immediately before or immediately after the sleepover period. The payment prescribed by 17.11(d) will be in addition to the minimum payment prescribed by this subclause.

17.12. Service Allowance (applies only to those Aged Care employees formally covered by Charitable, Sector Aged and Disability Care Services (State) NAPSA.).

- (i) All full-time employees appointed prior to 1 June 1980, shall after 10 years' continuous service with the same organisation, be paid by the said organisation in addition to the rates prescribed in Clause 15 - Minimum Weekly Wages, a service allowance of 10% for those with 20 years or more of service.

- (ii) Payments due under this clause will be made on the usual pay day when other payments under this agreement are made.
- (iii) Continuous service in the same organisation, prior to the commencement of this agreement shall be taken into account when computing service for the purposes of this clause.
- (iv) Continuous service shall be deemed not to have been broken by absence from the organisation due to membership of the defence forces of the Commonwealth in time of war or during any period of special leave for members of the Military Reserve Forces.

17.13. Service Allowance (applies only to those Aged Care employees formally covered by Aged Care General Services (State) Award.).

- (i) All employees appointed before 1 October, 1986, shall, after 10 years' continuous service with the same employer, be paid in addition to the rates prescribed in Clause 15 - Minimum Weekly Wages, a long service bonus of the amount of 10% for those with 20 years or more of service.
- (ii) Payments due under this clause shall be made on the usual pay day when other payments under this agreement are made.
- (iii) Continuous service with the same employer prior to the commencement of this agreement shall be taken into account for the purposes of this clause.
- (iv) For the purpose of this clause, continuous service shall not be deemed to have been broken by absence from the place of employment whilst a member of the defence forces of the Commonwealth in time of war or for periods of unpaid leave granted to the employee by the employer.

17.14 Nauseous work allowance (Aged Care Classifications only)

- (a) The allowance set out in item 35 of Schedule E per hour or part thereof 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 such employee in such classification. Any employee who is entitled to be paid an allowance will be paid a minimum sum set out in item 36 of Schedule E for work performed in any week.

17.15 First aid allowance (Home Care Classifications only)

An employee who holds a current first aid certificate issued by St John Ambulance or Australian Red Cross Society or equivalent qualification, and who is required by their employer to perform first aid duty at their workplace, will be paid an allowance as set out in item 37 of Schedule E.

17.16 Telephone allowance (Home Care Classifications only)

Where the employer requires an employee to install and/or maintain a telephone for the purpose of being on call, the employer will refund the installation costs and the subsequent rental charges on production of receipted accounts.

17.17 Heat Allowance (Home Care Classifications only)

- (a) Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius employees will be entitled to 20 minutes rest after every two hours' work without deduction of pay.
- (b) It will be the responsibility of the employer to ascertain the temperature.
- (c) The following amounts will be paid to employees employed at their current place of work prior to 8 August 1991, in the prescribed circumstances in addition to any other amounts specified elsewhere in this agreement. Where an employee works for more than one hour in the shade in places where the temperature is raised by artificial means and:
 - (i) exceeds 40 degrees Celsius but does not exceed 46 degrees Celsius-the allowances set out at item 38 in Schedule E per hour or part thereof; or
 - (ii) exceeds 46 degrees Celsius- the allowances set out at item 39 in Schedule E per hour or part thereof.

17.18 Board and lodging (Home Care Classifications only)

Where the employer provides board and lodging, the rates prescribed in this agreement-at Clause 15 - Minimum Weekly Wages for Home Care employees will be reduced by the following amounts per week:

- (a) employees receiving full adult rate of pay \$21.19; or
- (b) where the employee buys their meals at ruling cafeteria rates, by an additional amount of \$13.19.

17.19 24 Hour Care (Home Care classifications only)

- (a) A 24 hour care shift requires an employee to be available for duty in a client's home for a 24 hour period. During this period, the employee is required to provide the client with the services specified in the care plan. The employee is required to provide a total of no more than eight hours of care during this period.
- (b) The employee will normally have the opportunity to sleep during a 24 hour care shift and, where appropriate, a bed in a private room will be provided for the employee.
- (c) The employee engaged will be paid eight hours work at 155% of their appropriate rate for each 24 hour period.

17.20 Excursions (Home Care classifications only)

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

(a) Monday to Friday excursions

- (i) Payment at the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
- (ii) The employer and employee may agree to accrual of time instead of overtime payment for all other hours.
- (iii) Payment of sleepover allowance in accordance with the provision of clause 17.11-Sleepover (Home Care Classifications).

(b) Weekend excursions

Where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.

17.21 Tool Allowance [Aged Care Classifications]

A tool allowance as set out in item 40 in Schedule E for the supply and maintenance of tools will be paid per week to chefs and cooks who are not provided with all necessary tools by the employer.

18 Payment of wages

- (a). Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- (b). Employees will be paid by cash, cheque or electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.
- (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 monies owing to an employee will be made to the employee.
- (d). Notwithstanding the above, an 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.

19 Superannuation

(a). Superannuation legislation

Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the

Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the agreement covering the employee applies.

The rights and obligations in these clauses supplement those in superannuation legislation.

(b). Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay 35 the superannuation guarantee charge under superannuation legislation with respect to that employee.

(c) Casual employees

An employer must make such superannuation contributions to superannuation fund for the benefit of a casual employee who has earned in excess of \$2000 ordinary time earnings during their employment in the course of anyone year (1 July to 30 June).

(d) Voluntary employee contributions

i. Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19(b).

ii. An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

iii. The employer must pay the amount authorised under clauses 19 (d)(i) or 19(d)(ii) no later than 28 days after the end of the month in which the deduction authorised under clauses 19d)(i) or 19(d)(ii) was made.

(e) Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19(b) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20(b) and pay the amount authorised under clauses 19(d)(i) or 19(d)(ii) to one of the following superannuation funds:

i. Health Employees Superannuation Trust of Australia (HESTA);

- ii. any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

20. Salary Packaging to Superannuation fund

- (a) Permanent employees may be able to make voluntary pre-tax contributions or payments through a written salary packaging agreement between the employer and the employee. The employer will pay the salary packaging amount in accordance 36 with the salary packaging agreement. The salary packaging arrangements pertain only to packaging superannuation contributions.
- (b) An employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary packaging contribution for their benefit.
- (c) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary packaging arrangement was not in place.
- (d) The Employer recognises the need for employees to consider independent financial and taxation advice and recommend that employees consider such advice prior to entering into salary packaging arrangements.
- (e) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the employer will advise the employee concerned. The salary packaging contribution arrangement will be terminated or amended to comply with such laws.
- (f) Unless otherwise agreed by the employer, an employee may revoke or vary their salary packaging contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary packaging benefit are met.

Part 5-Hours of Work and Related Matters

21 Ordinary hours of work

- (a) The ordinary hours of work will be 38 hours per week, or an average of 38 hours per week worked over 76 hours per fortnight or 114 hours per 21 days or 152 hours per 4 week period, and will be worked either:
 - (i) in a period of 28 calendar days of not more than 20 work days in roster cycle;
 - (ii) in a period of 28 calendar days of not more than 19 work days in a roster cycle, with the twentieth day taken as an accrued paid day off (ADO); or
 - (iii) The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.

- (b) The hours of work on any day will be continuous except for meal breaks.

22 Span of hours (excluding Home Care Classifications)

- (a) The ordinary hours of work for a day worker will be 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 22(a).

23 Span of hours for Home Care Classifications

- (a) Day Workers

The ordinary hours of work for a day worker will be worked between 6.00 am and 8.00 pm Monday to Sunday.

- (b) Shiftworker

A shiftworker is an employee who works the shifts as prescribed at Clause 33.2(a).

- (c) Where an employer wishes to engage an employee in shiftwork, the employer will advise the employee in writing, specifying the period over which the shift is ordinarily worked.

24 Rostered Days Off

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

25 Rest breaks between rostered work

An employee will be allowed a rest break often hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift, except by agreement where it may be 8 hours.

26 Accumulation and taking of accrued days off (ADOs)

- (a) This clause will only apply to full time employees.
- (b) Where an employee is entitled to an ADO in accordance with the arrangement of ordinary hours of work as set in clause 21(a)(ii), ADOs will be taken within 12 months of the date on which the first full ADO accrued.
- (c) With the consent of the employer, ADOs may be accumulated up to a maximum of five in anyone year.
- (d) Where an employee's employment terminates for any reason, accumulated ADOs will be paid to the employee at ordinary rates.

- (e) The employer will schedule the taking of ADOs and display them on the roster. Scheduling decisions will be based on the needs of the workplace and will have regard to employee's preferences.
- (f) Wherever possible ADOS will be consecutive with rostered days off prescribed in clause 24 above.
- (g) Once set, ADOs may not be changed, except in accordance with Clause 27 Rostering.
- (h) ADOs will not be rostered on public holidays.

27 Rosters

- (a) Employees will work in accordance with a weekly or fortnightly roster fixed by the employer.
- (b) The roster will set out employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to employees at least fourteen days for home care employees and seven days for all other employees before the commencement of the roster period.
- (c) In the case of Home Care employees, alternative means of communicating change of rosters such as telephone communication, direct contact, mail, or facsimile will be accepted.
- (d) It is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.
- (e) Unless the employer otherwise agrees, an employee desiring a roster change will give seven days notice except where the employee is ill or in an emergency.
- (f) Seven days' notice of a change of roster will be given by the employer to an employee. Except that, a roster may be altered at any time to enable the functions of the facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.
- (g) This clause 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 rostered days off in that week or four rostered days of in that fortnight, as the case may be.
- (h) For those home care employees, where a client cancels or changes the rostered home care service, an employee will be provided with notice of a change in roster by 5.00 pm the day prior and in such circumstances no payment will be made to the employee. If a full-time or part-time employee does not receive such notice, the employee will be entitled to receive payment for their minimum specified hours on that day.

- (i) The employer may direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other clients or in other areas of the employer's business providing the employee has the skill and competence to perform the work.

28 Broken Shifts - [Aged Care Classifications Only]

With respect to broken shifts:

- (a) Broken shifts for the purpose of this clause means a shift worked by an employee that includes breaks (other than a meal break) totaling not more than four hours and where the span of hours is not more than 12 hours.
- (b) A broken shift may be worked where there is mutual agreement between the employer and employee to work the broken shift.
- (c) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clause 33.1 - Shiftwork, with shift allowances being determined by the commencing time of the broken shift.
- (d) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (e) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

29 Broken Shifts - [Home Care Classifications Only]

- (a) A broken shift means a shift worked by an employee that includes one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours.
- (b) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clause 33.2 - Shiftwork, with shift allowances being determined by the commencing time of the broken shift.
- (c) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (d) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

30 Saturday and Sunday work

- (a). Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.

- (b). Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, all employees excluding home care employees will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.
- (d). Casual employees, will be paid in accordance with clauses 30 (a) and 30 (b). The rates prescribed in clauses 30 (a) and 30 (b) will be in substitution for and not cumulative upon the casual loading prescribed in clause 11.5 (b).
- (e). These extra rates will be in substitution for and not cumulative upon the shift penalties prescribed at Clause 33 - Shiftwork.

31 Breaks

- (a). Meal breaks
 - i. An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
 - ii. Where an employee is required to remain available for duty during a meal break, the employee will be paid an 'on call during meal break allowance' as provided for in Item 41 in Schedule E, provided such that only one allowance shall be payable in any period of 24 hours. If an employee is recalled to work during the meal break, then overtime will be paid for all time worked during such meal break.
 - iii. Where a home care employee is required by the employer to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at the ordinary rate of pay and clause 31(a) (i) does not apply.
- (b). Tea breaks
 - i. Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employee and employer.
 - ii. Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 20 minute tea break.
 - iii. Tea breaks will count as time worked.

32 Overtime

32.1. Overtime penalty rates

- (a). Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 21- Ordinary hours of work, are to be paid as follows:
 - (i). Monday to Saturday (inclusive) - time and a half for the first two hours and double time thereafter;

- (ii). Sunday - double time;
- (iii). Public holidays - double time and a half.
- (b). Overtime penalties as prescribed in clause 32.1(a) do not apply to Registered nurse levels 4 and 5.
- (c). Overtime rates under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 30-Saturday and Sunday work and clause 33-Shiftwork.

32.2 Part time employees

- (a) All time worked by part-time employees in excess of 38 hours per week or 76 hours 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 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.
- (b) 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 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.

32.3. Time off instead of payment for overtime

- (a) 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 ordinary 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 month period, it is to be paid out at the appropriate overtime rate base 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.

32.4. Rest period after overtime

- (a). When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b). An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, 42 until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such an absence.

- (c). If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee 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 the absence.

32.5. Rest break during overtime

An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

32.6. Recall to work when on call

An employee, who is required to be on call and who is recalled to work, will be paid for a minimum of four hours work at the appropriate overtime rate.

32.7. Recall to work when not on call

- (a). An employee who is not required to be on call and who is recalled to work after leaving the employer's premises will be paid for a minimum of four hours work at the appropriate overtime rate.
- (b). The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
- (c). An employee who is recalled to work will not be obliged to work for four hours if the work for which the employee was recalled is completed within a shorter period.

32.8 Recall to work overtime (Home Care Classifications only)

An employee recalled to work overtime after leaving the employer's or client's premises will be paid for a minimum of two hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than two hours the employee will be released from duty.

33 Shiftwork

33.1. Shift penalties (excluding home care)

Employees working afternoon or night shift shall be paid the following percentages in addition to their 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 6.00am or finish subsequent to 6.00pm.

- (a) 10% for afternoon shift commencing after 10:00 a.m. and before 1:00 p.m.
- (b) 12.5% for afternoon shift commencing at or after 1:00 p.m. and before 4:00 p.m.

- (c) 15% for night shift commencing at or after 4:00 p.m. and before 4:00 a.m.
- (d) 10% for night shift commencing at or after 4:00 a.m. and before 6:00 a.m.
 - i. The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause 30-Saturday and Sunday work and clause 36-Public holidays applies.
 - ii. The provisions of this clause will not apply to Registered Nurse levels 4 and 5.

33.2 Shift work (Home Care Classifications only)

Definitions:

- (a) Day shift means any shift that commences earlier than 12 noon and finishes at or before 7.00 pm.

Afternoon shift means any shift which finishes after 8.00 pm and at or before 12 midnight Monday to Friday.

Night shift means any shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday.

A public holiday shift means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

- (b) Following the shift work definitions at clause 33.2 (a) above, the following shift allowances and penalty rates apply to home care classifications
 - (i) An employee who works an afternoon shift will be paid a loading of 12.5% of their ordinary rate of pay for the whole of such shift.
 - (ii) An employee who works a night shift will be paid a loading of 15% of their ordinary rate of pay for the whole of such shift.
 - (iii) An employee who works a public holiday shift will be paid a loading of 150% of their ordinary rate of pay for that part of such shift which is on the public holiday.
- (c) Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover.

33.3 Shift work (Health Professionals)

Where the ordinary hours of work of an employee finish between 6.00pm and 8.00am or commence between 6.00pm and 6.00am, the employee will be paid an additional loading of 15% of their ordinary rate of pay.

34 Higher duties

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

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

Higher duties allowance does not apply to Registered Nurse levels 4 and 5.

Part 6-Leave and Public Holidays

35 Annual leave

Annual leave is provided for in the NES.

35.1. Quantum of annual leave

- (a) Annual leave on full pay is to be granted in accordance with the NES as follows:
 - (i) Full time employees - four weeks annual leave
 - (ii) Full time shift workers - five weeks annual leave
 - (iii) Part time employees - four weeks annual leave on a pro rata basis
 - (iii) Part time shift workers - five weeks annual leave on a pro rata basis
- (b) For the purposes of this clause, a shiftworker is an employee who is not a day worker as defined in clause 22 (a) Span of Hours.

35.2. Taking of leave

- (a) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months.
- (b) The employer shall give each employee where practicable, three months notice of the date upon which he or she shall enter upon leave and, in any event, such notice shall not be less than one month.

35.3. Payment for annual leave

- (a) Before going on annual leave, an employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.

- (b) At the election of the employee such payments may be paid in accordance with the usual pay day relevant to the period of leave being taken.

35.4 Cashing out of Annual leave

- (a) Annual leave credited to an employee may be cashed out, subject to the following conditions:
 - (i) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and
 - (iii) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

35.5. Annual leave loading

- (a). In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum:
- (b). Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - (i). an annual leave loading of 17.5% of ordinary pay; or
 - (ii). the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- (c). When the employment of an employee is terminated by the employer for a cause other than misconduct, and at the time of the termination the employee has not been given and has not taken the whole of an annual leave period to which the employee became entitled, the employee shall be paid their leave loading entitlement for the period not taken.

35.6. Payment of annual leave on termination

On the termination of their employment, an employee will be paid their untaken or pro-rata annual leave.

36 Public holidays

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

36.1 Payment for work done on public holidays

- (a) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at 250% of their ordinary rate of pay. Alternatively, if the employee elects, the employee will be paid half-time extra (50%) for all time worked in addition to the weekly rate and have one ordinary working day added to the period of annual leave. This additional annual leave shall not attract the annual leave loading prescribed at Clause 35.5.
- (b) The election in clause 36.1(a) 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.
- (c) Payments and entitlement 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 shall be deemed to be public holidays:

New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day.

36.2 Public Holiday Substitution - State Law

- (a) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 36.1(c) then the substituted day or part-day is the public holiday.
- (b) Subject to subclause 36.2, any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated.

36.3 In addition to those ten named public holidays specified in sub-clause 36.1(d) employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on one of the following days as determined by the employer:

- (a) On the day on which the August Bank Holiday is observed; or
- (b) On a day between Christmas and New Year within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year;

36.4. Public holiday substitution

An employer and the employees may, by agreement, substitute another day for a public holiday.

36.5. Public holidays occurring on rostered days off

All full-time employees will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday-Friday employees.

36.6 Part-time employees

- (a) A part-time employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.
- (b) 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.

36.7. Casual employees

- (a) A casual employee will be paid only for those public holidays they work the total rate of 250% for hours worked.
- (b) Payments under clause 36.7(a) are instead of and replace and are in lieu of any casual loading otherwise payable under this agreement.

37 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 ten working days unpaid leave in anyone year, with the approval of the employer.

38 Personal/carer's leave and compassionate leave

38.1 Personal/carer's leave and compassionate leave are provided for in the NES.

38.2 In addition, an employee may use accumulated personal/carer's leave when on workers compensation only where his or her workers compensation payments are less than his or her normal full pay. In this case a personal/carer's leave entitlement may be used to make up the difference between the full normal pay and the workers compensation payment.

39. Long Service Leave

39.1 An employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the Long Service Leave Act 1955 (NSW). Provided that should there be any inconsistency between that legislation and the provisions of this Agreement these provisions shall prevail.

39.2 Quantum of Long Service Leave (Nursing Classifications)

- (a) Every employee after ten years' continuous service with the same employer shall be entitled to two months' long service leave on full pay; after 15 years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one-half months' long service leave on full pay.
- (b) Where the service of an employee with at least five years' service is terminated, the employee shall be entitled to long service leave as follows:

For the first five years service - one month.

For the next ten years service - a proportionate amount calculated on the basis of one month for each additional five years. For the purpose of calculation, each completed whole month of continuous service gives an entitlement equal to 0.0722 weeks' pay.

For all subsequent service - a proportionate amount calculated on the basis of 1.5 months for each additional five years. For the purpose of calculation, each completed whole year of continuous service gives an entitlement equal to 1.2996 weeks' pay.

39.3 Quantum of Long Service Leave (Aged Care Classifications classified at pay points "A" only & Health Professional Classifications classified at pay points "A" only)

- (a) Every employee after ten years' continuous service with the same employer shall be entitled to two months' long service leave on full pay; after fifteen years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one-half months' long service leave on full pay.
- (b) Where the services of an employee with at least five years' service are terminated, the employee shall be entitled for five years service to one month's long service leave on full pay and for service after five years to a proportionate amount of such leave on full pay calculated on the basis of three months long service leave for 15 years' service.

39.4 Quantum of Long Service Leave (Aged Care Classifications classified at pay points "C" only, & Health Professionals classified at Pay points "C" only and Home Care Classifications)

- (a) Each employee shall be entitled to two months long service leave on ordinary pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months long service leave for each ten years' service. This additional leave may be taken on a pro-rata basis each five years after completing the initial 10 year period of service.
- (b) Where the services of an employee with at least five years' service are terminated by the employer for any reason other than the employee's serious and willful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, he/she shall be entitled to be paid a proportionate amount on the basis of two months for ten years service

39.5 Taking of Long Service Leave

- (a) The employer shall give to each employee at least one month's notice of the date from which it is that the employee's long service leave shall be given and taken. Such leave shall be taken as soon as practicable having regard to the needs of the facility, or, where the employer and the employee agree, such leave may be postponed to an agreed date.

(b) In such a case, where the employer and employee agree to postpone the taking of leave, the employee shall be paid for that leave at the rate of pay applicable at the time of the agreement and not at the rate of pay applicable at the time that the leave is taken. For any such agreement to be valid, it must be in writing and be signed by both the employer and the employee.

(c) For the purposes of this clause:

(i) Continuous service in the same facility prior to the coming into force of this agreement shall be taken into account, and:

(i) Continuous service shall be deemed not to have been broken by:

- Absence of an employee from the facility while a member of the Defence Forces of the Commonwealth in time of war;
- Any period of absence on leave without pay not exceeding six month

(ii) One month equals four and one-third weeks.

39.6 Subject to subclause 39.2, 39.3 and 39.4, where an employee has acquired a right to long service leave, then:

(a) If before such leave has been entered upon, the employment of such employee is terminated, the employee shall be entitled to receive the monetary value of the leave to which such employee has been entitled computed at the rate of salary which such employee was receiving immediately prior to the termination of employment.

(b) Where an employee dies and any long service leave:

(i) to which the employee was entitled has not been taken, or

(ii) accrued upon termination of the services of the employee by reason of the employee's death and has not been taken,

The employer shall pay to the employee's estate in full the ordinary pay that would have been payable to the employee in respect of long service leave less any amount already paid to the employee in respect of that leave.

40 Community service leave

Community service leave is provided for in the NES.

41 Parental Leave

Parental leave is provided for in the NES.

42 Training for Nurses

- (a) Each employer shall provide a minimum of 12 hours of in-service training per annum to Nursing Assistants.
- (b) Each employer may make training available to nurses other than Nursing Assistants to assist those employees to maintain professional registration or endorsement.
- (c) Each employee shall provide to their employer details of their attendance at inservice training and the employer shall keep a record of this attendance.
- (d) Upon termination of the employee's employment the employer shall provide to the employee a written statement of the hours of in-service training attended by the employee.
- (e) Where practicable, such training shall be provided to employees during the normal rostered hours of work. Where it is not practicable to provide such training during the normal rostered hours of work then:
 - (i) Employees shall attend in-service training outside their normal rostered working hours when required to do so by the employer.
 - (ii) An employer shall provide employees with two weeks notice of the requirement to attend training outside of their normal rostered working hours.
 - (iii) Notwithstanding clause 32 Overtime, attendance at such training shall be paid at ordinary rates.
 - (iv) Attendance at such in-service training outside the normal rostered working time of an employee shall not affect the ordinary rate paid to the employee during normal rostered working time.

43 Attendance at Meetings and Fire Drills

- (a) Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (e.g. fire drill and evacuation procedures), shall be entitled to be paid the "ordinary rate" for the actual time spent in attendance at such practices. Such time spent in attendance shall not be viewed as overtime for the purposes of this agreement.
- (b) Any employee required to attend Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the ordinary rate for the actual time spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this agreement.

44 No Further Claims

The employees and employer 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.

Subject to an employer meeting its obligations to consult arising under this Agreement or a contract of employment binding on that employer, it is not the intent of this provision to inhibit, limit or restrict an employer's right or ability to introduce change at the workplace.

The employer and employees bound by this agreement acknowledge that the Australian Government has initiated a Productivity Commission Inquiry - Caring for Older Australians, which is scheduled to provide a Final Report to Government by April 2011. It is further acknowledged that should the Productivity Commission Inquiry result in a decision by the Australian Government to alter current aged care funding arrangements to provide more funding for aged care staffing, the industrial organisations will meet to discuss the application of any such changed funding arrangements to wages payable during the life of this agreement.

45 Savings Clause

No employee shall suffer a reduction in total entitlement to annual leave and payment for public holidays worked that they were eligible to receive at 31 December 2009 by reason only of the coming into force of this agreement.

Nor will this agreement result in any employee's accrued annual leave (including counter leave and/or additional annual leave in lieu of payment for public holidays worked), as at the date that this agreement commences being reduced.

For the purposes of this clause, total entitlement at 31 December 2009 shall include counter leave and leave in lieu of payment for public holidays worked.

Schedule A – Nursing Classification Definitions

Progression through pay points

Progression for all classifications 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 1786 hours of experience, having regard to the acquisition and use of skill described in the definitions contained in clause Schedule A-Classification Definitions and knowledge gained through experience in the practice settings over such a period.

A.1 Nursing Assistants

Nursing Assistants also otherwise known as Assistants in Nursing, provide nursing, care and other duties under the direction of a Registered Nurse or Enrolled Nurse. The primary role of Nursing Assistants in nursing and care contexts is to observe and report to their

supervising nurse about the processes involved in delivering services and the outcomes of that intervention or service. Where specific nursing tasks or responsibilities have been appropriately delegated to the Nursing Assistant by the supervising nurse the Nursing Assistant undertakes accountability for meeting the standards set by professional nursing codes and organisational policies and protocols. This includes the Nursing Assistant making the supervising nurse aware of any impediment to carrying out the delegation.

A.2 Nursing Care

Nursing care means:

Nursing care carried out by Nursing Assistants in aged care and community care contexts is essentially a team effort where the goals of care are determined by the supervising nurse via the care plan for each individual and the policies and protocols of the employing organisation. Care includes attending to the bio-psycho-social needs of residents as well as ensuring that the environment of care and lifestyle activities is safe and conducive to the wellbeing of residents, visitors and other staff.

A.3 Student enrolled nurse

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

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 been appointed.
- (b) An employee will be appointed based on 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.
- (c) 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 been appointed.
- (b) An employee will be appointed to this pay point based on 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.
- (c) 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 been appointed.
- (b) An employee will be appointed to this pay point based on 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.
- (c) 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 been appointed.
- (b) An employee will be appointed to this pay point based on 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 been appointed.
- (b) An employee will be appointed to this pay point based on 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.

(c) 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 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.

Endorsed Enrolled Nurse has the same skill indicators as Enrolled Nurse in clause A.4.1 to A.4.5

A.5 Registered nurses

A.5.1 Registered nurse- level 1 (RN1)

- (a) An employee at this level performs their duties:
- according to their level of competence; and
 - under the general guidance 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, counseling 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 may be an RN, CNS or CNE:
 - (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.
- (b) In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a nurse in a higher classification.

Duties of a Level 2 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;
- (c) being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting] as delegated by a nurse in a higher classification.
- 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 modeling, 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 modeling, 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 modeling, 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 modeling, 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 modeling, 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 modeling, 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 S-(RNS)

- (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 modeling, 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 Nurse Practitioner

A 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.6.1 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.

A.6.2 Scope of practice

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

- (a) the nurse practitioner is authorised to practice. The nurse practitioner therefore remains accountable for the practice for which they directed; and
- (b) 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 Classifications

Progression from Aged Care Level One

Employees who are new to the industry and/or have less than three months work experience in the industry may be classified at this level. This level is designed solely as an entry level.

An employee at Aged Care Level One will only be eligible for progression to Aged Care Level Two if, the employee:

- (a) has completed three months continuous employment; and
- (b) has performed basic duties.

Classifying existing employees.

Information regarding the Aged Care Classification pay point system under Clause 15 - Minimum

Weekly Wages:

The pay points under each classification at Clause 15 - Minimum Weekly Wages have been established to assist employers to understand how existing employees will be paid under this agreement.

Each pay point has the letter "A" or "C" adjacent to it, for the following reasons:

- For those pay points with the letter A, the equivalent classification for that pay point was under the Aged Care General Services (State) NAPSA.
- For those pay points with the letter C, the equivalent classification for that pay point was under the Charitable Sector Aged and Disability Care Services (State) NAPSA).

The equivalent classifications under those NAPSA's have been inserted in brackets next to the relevant pay points. The purpose of inserting the equivalent classifications under the NAPSA's is to provide logical examples of how employees classified under the Aged Care NAPSA's are likely to be classified under this agreement.

Example B.1:

~~Aged Care Employee Level One~~

Laundry Hand

Pay point 1C (CSE New Entrant)

Example B.2:

Aged Care Employee Level One

Laundry Hand

Pay point 2A (GSO Grade 1)

To ensure employees are consistently being progressed in the same pay point system, employers should not progress employees from pay points "A" to "C", ie, from one NAPSA to the other. If progression is appropriate, employees should only progress from pay points "A" to "A" or pay points "B" to "B".

For example, if an employee was appointed as a Aged Care Level One, Laundry Hand, pay point 1A, if this employee was to progress to Aged Care Level Two, the employee would be classified as Aged Care Level Two, Laundry Hand, pay point 1A.

Where there is no equivalent classification under the NAPSA's, the modern award classification will apply.

Notwithstanding anything contained in this Schedule, reference should also, always be given to the historical definitions, position descriptors and tasks set out in either of the following industry NAPSAs, which applied to the employer prior to 1 January 2010, when classifying employees.

NB: Over time and once the modern award transition process is underway, this pay point system will be simplified for future agreements.

Classifying new employees:

When classifying new employees, employers should give consideration to the relevant NAPSA that would have applied to their organisation, ie:

- If an organisation is for profit, the most likely NAPSA that would apply is the Aged Care General Services (State) Award (now a NAPSA); alternatively
- If an organisation is not for profit or charitable, the most likely NAPSA that would apply is the Charitable Sector Aged and Disability Services Sector (State) Award (now a NAPSA).

Once this has been established, employers should appoint new employees according to basic duties and indicative tasks under the Aged Care Level 1 to 7, together with the employee's skill, knowledge, experience and competence.

When classifying new employees, an employer may request the employee to provide satisfactory documentary evidence detailing any other service or experience within the industry for the purpose of assisting the employer to appoint the employee in the most appropriate classification. In the absence, of such satisfactory evidence, the employer shall classify the employee at the level for which proof has been provided. For those employees who are new to the industry and/or who have less than three months work experience, employers should classify these employees at the entry level of Aged Care Level One.

The following are the Aged Care Classifications:

B.1 Aged care employee-level 1

Entry level:

An employee who has less than three months work experience in the industry and performs basic duties:

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

Indicative tasks performed at this level are:

General and administrative services	Food services
General clerk	Food services assistant
Laundry hand	
Cleaner	
Assistant gardener	

B.2 Aged care employee-level 2

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision] either individually or in a team;

- possesses sound communication skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
General clerk/Typist (between 3 months and less than 1 years service)	Food services assistant	Personal care worker grade 1
Laundry hand		
Cleaner		
Gardener (non-trade)		
Maintenance/Handyperson (unqualified)		
Driver (less than 3 ton)		

B.3 Aged care employee-level 3

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
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General clerk/Typist (second and subsequent years of service)	Cook	Personal care worker grade 2
Receptionist		Recreational/Lifestyle activities officer (unqualified)
Pay clerk		
Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate		

B.4 Aged care 4

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
Senior clerk	Senior cook (trade)	Personal care worker grade 3
Senior receptionist		
Maintenance/Handyperson (qualified)		
Driver (3 ton and over)		
Gardener (trade or TAFE Certificate III or above)		

B.5 Aged care employee-level 5

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
Secretary interpreter (unqualified)	Chef	Personal care worker grade 4

B.6 Aged care employee-level 6

An employee at this level:

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

- may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services	Food services
Maintenance tradesperson (advanced)	Senior chef
Gardener (advanced)	

B.7 Aged care employee-level 7

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
Clerical supervisor	Chef /Food services supervisor	Personal care worker grade 5
Interpreter (qualified)		
Gardener superintendent		
General services supervisor		

Schedule C - Home Care Classifications

Progression

At the end of each 12 months continuous employment, an employee will be eligible for progression from one pay point to the next within a level if the employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each level within the level and:

- (i) the employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the employer; or
- (ii) Where an employer has adopted a staff development and performance appraisal scheme and has determined that the employee has demonstrated satisfactory performance for the prior 12 months employment.

Movement to a higher classification will only occur by way of promotion or re-classification.

Classifying existing employees from the Charitable Sector Aged & Disability Care Services (State) NAPSA under the Agreement

The pay points under each classification at Clause 15 - Minimum Weekly Wages have been established to assist employers to understand how existing employees will be paid under this agreement.

Each pay point has the letter "ie" adjacent to it, to reflect that the equivalent classification for those pay points have been derived from the Charitable Sector Aged and Disability Care Services (State) NAPSA).

The equivalent classifications under the NAPSA have been inserted in brackets next to the relevant pay points. The purpose of inserting the equivalent classifications under the NAPSA is to provide logical examples of how employees classified under the Charitable NAPSA are likely to be classified under this agreement.

Example C.1:

Home Care Employee Level One

Pay point 1C (Home Care Worker Grade 1)

C.1 Home care employee level 1

A position in this level has the following characteristics:

C.1.1 A person appointed to this position will have less than 12 months experience in the industry.

C.1.2 Accountability and extent of authority

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

C.1.3 Judgment and decision-making

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

C.1.4 Specialist knowledge and skills

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

C.1.5 Interpersonal skills

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

C.1.6 Qualifications and experience

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

C.2 Home care employee level 2

A position in this level has the following characteristics:

C.2.1 Accountability and extent of authority

An employee in this level performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures. May assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed.

C.2.2 Judgment and decision-making

In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented. Employees in this level are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

C.2.3 Specialist knowledge and skills

Indicative but not exclusive tasks include: the provision of personal care, supervising daily hygiene, laying out clothes and assisting in dressing, make beds, tidy rooms, preparation and cooking of meals and assistance with meals, dry cleaning, perform gardening duties, undertake basic repairs, clean, fitting and removal of aids and appliances, monitoring medications, fitting and changing of catheters, assistance with communication, accompanying clients on outings, domestics assistance and organising appointments.

C.2.4 Interpersonal skills

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

C.2.5 Qualifications and experience

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

C.3 Home care employee level 3

A position in this level has the following characteristics:

C.3.1 Accountability and extent of authority

Employees perform work under general supervision. Employees in this level have contact with the public or other employees which involves explanations of specific 75 procedures and practices. Employees in this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

C.3.2 Judgment and decision-making

These positions require personal judgment. The nature of work is usually specialized with procedures well understood and clearly documented. The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

C.3.3 Specialist knowledge and skills

Indicative but not exclusive tasks include: computer and other office skills; maintain mail register and records; sort, process and record invoices and correspondence; prepare meals and special functions; provide input into meal planning; order foodstuffs and commodities; liaise with dieticians on special needs; schedule work programs on a routine and regular basis; co-ordinate and direct the work of support staff including maintenance (no more than four); oversee the provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis; plan, develop, and co-ordinate diversional therapy programs and carry out general maintenance falling within the scope of trades skills.

C.3.4 Interpersonal skills

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

C.3.5 Qualifications and experience

Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate 3 and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

C.4 Home care employee level 4

A position in this level has the following characteristics:

C.4.1 Accountability and extent of authority

Employees are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level may provide direction, leadership, administration and rostering of direct care employees.

C.4.2 Judgment and decision-making

The objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives. For

employees undertaking rostering duties, the process often requires the quantification of the amount of resources needed to meet those objectives.

C.4.3 Specialist knowledge and skills

- (a) Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- (b) Indicative but not exclusive of the skills required include: the manipulation of data e.g. modify fields of information and create spreadsheets; create new forms of files or records using a computer based records system; access and extract information from external sources e.g. local authorities; roster staff and direct work programs; oversee the work and training of lower level employees; provide guidance and counselling; assist in the development of budgets; order consumables and routine stock items used in domestic support areas; develop client care plans and oversee the provision of domestic services.

C.4.4 Interpersonal skills

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

C.4.5 Qualifications and experience

An employee in this level will have satisfactorily completed the requirements of level 3 or equivalent as well as have relevant experience.

C.5 Home care employee level 5

A position in this level includes care co-ordinator, foreperson and maintenance supervisor. A position in this level has the following characteristics:

C.5.1 Accountability and extent of authority

- (a) Positions in this level may co-ordinate resources and/or give support to more senior employees or be engaged in duties of a specialist nature.
- (b) In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.
- (c) Whatever the nature of the position, employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.

- (d) Employees with co-ordination responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

C.5.2 Judgment and decision-making

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

C.5.3 Specialist knowledge and skills

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

C.5.4 Management skills

- (a) These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to -achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
- (b) The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees' training and development.

C.5.5 Interpersonal skills

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

C.5.6 Qualifications and experience

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

relevant work skills) or through relevant experience and work skills commensurate with the requirements of work in this level.

Schedule D - Health Professionals

Coverage

This agreement aims to cover Health Professionals who are engaged in the aged care industry, such as:

- 1) Diversional Therapists

Progression through level 1

Employees will enter at the relevant pay point and then progress annually or, in the case of a part-time or casual employee, 1824 hours until they reach pay point 6.

Progression through levels 2 - 4

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point having regard to the acquisition and use of skills, or in the case of a part-time or casual employee, 1824 hours of similar experience.

Classifying existing Diversional Therapists from the Charitable Sector Aged & Disability Care Services (State) NAPSA and the Aged Care General Services (State) NAPSA under this Agreement

The pay points under each classification at Clause 15 - Minimum Weekly Wages have been established to assist employers to understand how existing employees will be paid under this agreement.

Each pay point has the letter "A" or "C" adjacent to it, for the following reasons:

- For those pay points with the letter A, the equivalent classification for that pay point was under the Aged Care General Services (State) NAPSA.
- For those pay points with the letter C, the equivalent classification for that pay point was under the Charitable Sector Aged and Disability Care Services (State) NAPSA).

The equivalent classifications under those NAPSA's have been inserted in brackets next to the relevant pay points. The purpose of inserting the equivalent classifications under the NAPSA's is to provide logical examples of how employees classified under the Aged Care NAPSA's are likely to be classified under this agreement.

Example D.1:

Health Professional Employee Level One

Pay point 1A (First year of experience –UG qualification)

Example D.2:

Health Professional Employee Level One

Pay point 2C (First year of experience –UG qualification)

To ensure employees are consistently being progressed in the same pay point system, employers should not progress employees from pay points "A" to "C", ie, from one NAPSAs to the other. If progression is appropriate, employees should only progress from pay points "A" to "A" or pay points "B" to "B".

For example, if an employee was appointed as a Health Professional Employee Level One, Diversional Therapist, pay point 1A (First year of experience), if this employee was to progress through pay points through years of service, the employee would be classified as Health Professional Employee, Level One, pay point 3A (Second year of experience).

Notwithstanding anything contained in this Schedule, reference should also, always be given to the historical definitions, position descriptors and tasks set out in either of the following industry NAPSAs, which applied to the employer prior to 1 January 2010, when classifying employees.

NB: Over time and once the modern award transition process is underway, this pay point system will be simplified for future agreements.

D.1 Health Professional-level 1

Positions at level 1 are regarded as entry level health professionals and for initial years of experience.

This level is the entry level for new graduates who meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the employer. It is also the level for the early stages of the career of a health professional.

D.2 Health Professional-level 2

A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level the health professional may be actively involved in quality improvement activities or research.

At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.

D.3 Health Professional-level 3

A health professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel] complex] or critical tasks specific to their discipline. At this level health professionals will have additional responsibilities.

An employee at this level:

- works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;
- is actively contributing to the development of professional, knowledge and skills in their field of work as demonstrated by positive impacts on service delivery] positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
- may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;
- is performing across a number of recognised specialties within a discipline;
- may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;
- may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system; and
- is responsible for providing support for the efficient, cost effective and timely delivery of services.

D.4 Health Professional-level 4

A health professional at this level applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline.

An employee at this level:

- has a proven record of achievement at a senior level;
- has the capacity to allocate resources, set priorities and ensure budgets are met within a large and complex organisation;
- may be responsible to the executive for providing effective services and ensuring budget/strategic targets are met;
- supervises staff where required; and
- is expected to develop/implement and deliver strategic business plans which increase the level of care to customers within a budget framework.

Schedule E - Allowances

Item/Allowance	Clause Number	2013	2014
1. Uniform Allowance when uniform is not supplied [excluding nursing classifications]	17.1 (b)		
Per shift		\$1.33	See Clause 17
Per week		\$6.76	See Clause 17
2. Laundry Allowance [excluding nursing classifications]	17.1 (b)		
Per shift or part thereof		\$0.35	See Clause 17
Per week		\$1.62	See Clause 17
Uniform Allowance when uniform is not supplied [Nursing Classifications Only]			
3. Uniforms	17.2 (b)	\$5.85	See Clause 17
4. Shoes	17.2 (b)	\$1.82	See Clause 17
5. Cardigan	17.2 (b)	\$1.76	See Clause 17
6. Stockings	17.2 (b)	\$3.03	See Clause 17
7. Socks	17.2 (b)	\$0.60	See Clause 17
8. Laundry Allowance [Nursing Classifications Only]			
Per week	17.2 (b)	\$4.87	See Clause 17
9. Meal Allowance when no meal is provided			
Nursing Classifications Only			
When required to work more than one hour beyond usual finishing time	17.3 (a)	\$11.85	See Clause 17

10. Aged Care Classifications at Pay Point "A"			
Breakfast	17.3 (a)	\$9.70	See Clause 17
Lunch	17.3 (a)	\$12.57	See Clause 17
Evening	17.3 (a)	\$18.41	See Clause 17
11. Health Professionals at Pay points "A"			
Breakfast	17.3 (a)	\$9.70	See Clause 17
Lunch	17.3 (a)	\$12.57	See Clause 17
Evening	17.3 (a)	18.41	See Clause 17
12. Aged Care Classifications at Pay Point "C"			
Breakfast	17.3 (a)	\$12.14	See Clause 17
Lunch	17.3 (a)	\$15.71	See Clause 17
Evening	17.3 (a)	\$22.93	See Clause 17
13. Health Professionals at Pay points "C"			
Breakfast	17.3 (a)	\$12.14	See Clause 17
Lunch	17.3 (a)	\$15.71	See Clause 17
Evening	17.3 (a)	\$22.93	See Clause 17
14. Home Care Classifications			
Breakfast	17.3 (a)	\$12.14	See Clause 17
Lunch	17.3 (a)	\$15.71	See Clause 17
Evening	17.3 (a)	\$22.93	See Clause 17
15. Further payment when overtime exceeds 4 hours	17.3 (c)	\$10.67	See Clause 17

On Call Allowance (Nursing classifications only)			
16. Between rostered shifts Monday to Friday	17.4 (a) (i)	\$19.37	\$19.95
17. Between rostered shifts or on a Saturday	17.4(a) (ii)	\$28.31	\$29.16
18. Between rostered shifts or ordinary hours on a Sunday, public holiday or a day when not rostered to work	17.4 (a) (iii)	\$38.77	\$39.93
On call allowance (Home care classifications only)			
19. Finishing duty on Monday to finishing duty on Friday	17.5 (a)	\$16.86	\$17.37
20. Any other period, or public holiday.	17.5 (b)	\$33.39	\$34.39
21. Mileage Allowance	17.6 (a) & (c)	\$0.82	See Clause 17
Continuing Education Allowance (Nursing classifications only)			
22. RN - post grad certificate in clinical field	17.7 (g)	\$18.24	\$18.79
23. RN - post grad diploma or degree in clinical field	17.7 (h)	\$30.42	\$31.33
24. RN - relevant master's degree or doctorate in clinical field	17.7 (i)	\$36.48	\$37.57
25. EN - certificate IV qual in a clinical field	17.7 (j)	\$12.15	\$12.51
In-Charge Allowance (Nursing Classifications only)			
26. RN - in charge of facility of less than 100 beds on day, evening or night	17.8(a)	\$21.73	\$22.38
27. RN - in charge of facility of more than 100 beds on day, evening or night	17.8(a)	\$35.02	\$36.07
28. RN in charge of a shift in a section of a facility	17.8(b)	\$21.72	\$22.37

Leading Hand Allowance (Aged Care Classifications only)			
29. - in charge of 2 - 5 employees	17.9	\$21.34	\$21.98
30. - in charge of 6 - 10 employees	17.9	\$30.47	\$31.38
31. - in charge of 11 - 15 employees	17.9	\$38.48	\$39.63
32. - in charge of 16-19 employees	17.9	\$47.03	\$48.44
33. Sleepover per night (Aged Care Classifications only)	17.10 (d)	\$41.58	\$42.83
34. Sleepover per night (Home Care Classifications only)	17.11 (d)	\$41.30	\$42.54
Nauseous work allowance			
35. - per hour or part thereof	17.14 (a)	\$0.41	\$0.42
36. - minimum per week	17.14 (a)	\$2.18	\$2.25
37. First Aid Allowance (Home care classifications only)	17.15	\$14.08	\$14.50
Heat Allowance (Home Care classifications only)			
38. exceeds 40 degrees	17.17 (c) (i)	\$0.41	See Clause 17
39. exceeds 46 degrees	17.17 (c) (ii)	\$0.49	See Clause 17
40. Tool Allowance [Aged Care Classifications]	17.20	\$11.78	See Clause 17
41. On call during meal break	31 (a) (i)	\$10.49	\$10.80

Execution:

Signed for and on behalf of Ashley House Pty Ltd trading as Ashley House Lodge by its duly authorised officer:

Signed for the employer:



Print Full Name:

Paul Burkett

Position:

Chief Executive Officer

Address:

6 Melrose Place
WARRIEWOOD NSW 2102

Date:

08/07/2017

Authority:

Duly authorised by the executive of Ashley House Pty Ltd

Signed by employee:



Print Full Name:

Kaye Seidel

Position:

Director of Nursing

Address:

140 Wallumatta Rd.
Newport, N.S.W.

Date:

21.06.

Authority:

Registered Key Personnel of the Provider with the
Department of Health & Ageing