



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Woy Woy Community Aged Care T/A BlueWave Living**  
(AG2021/184)

## **BLUE WAVE LIVING ENTERPRISE AGREEMENT 2021-2023**

Aged care industry

DEPUTY PRESIDENT MILLHOUSE

MELBOURNE, 3 MARCH 2021

*Application for approval of the Blue Wave Living Enterprise Agreement 2021-2023.*

[1] An application has been made for approval of an enterprise agreement known as the *Blue Wave Living Enterprise Agreement 2021-2023* (Agreement). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Act). It has been made by Woy Woy Community Aged Care T/A BlueWave Living. The agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Australian Nursing and Midwifery Federation and the Health Services Union of Australia being bargaining representatives for the Agreement, have given notice under s 183 of the Act that they want the Agreement to cover them. In accordance with s 201(2) and based on the declaration provided by the organisations, I note that the Agreement covers the organisations.

[5] The Agreement was approved on 3 March 2021 and, in accordance with s 54, will operate from 10 March 2021. The nominal expiry date of the Agreement is 30 June 2023.



DEPUTY PRESIDENT

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## Annexure A

### IN THE FAIR WORK COMMISSION

**FWC Matter no:**

AG2021/184


**Applicant**

BlueWave Living

### UNDERTAKING SECTION 190

I, Catherine Jean Allen, Operations Manager of BlueWave Living, give the following undertakings with respect to the *BlueWave Living Enterprise Agreement 2021-2023* (the Agreement):

1. I have the authority given to me by Blue Wave Living to provide this undertaking in relation to this Application before the Fair Work Commission.
2. Blue Wave Living undertakes that for clarity, in regard to clause 13.3 (a), the ordinary hours of work are between 6.00 am and 6.00 pm Monday to Friday.
3. BlueWave Living undertakes that for clarity, in regard to clause 16.1 (a) (ii), for full-time non-nursing employees, the maximum shift is eight hours on a day shift or 10 hours on a night shift.



Signature

1.3.2021

Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

# **The BlueWave Living, NSWNMA / ANMF NSW Branch and HSU NSW**

## **Enterprise Agreement**

**2021 – 2023**

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## **PART 1 - PRELIMINARIES**

### **1. INTRODUCTION**

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

- (a) The employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.

### **2. TITLE**

This Agreement shall be known as the Blue Wave Living Enterprise Agreement 2021-2023 and throughout is referred to as **“this Agreement”**.

### **3. PARTIES BOUND**

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

- (a) Woy Woy Community Aged Care t/a Blue Wave Living
- (b) Health Services Union New South Wales Branch;
- (c) New South Wales Nurses and Midwives' Association;
- (d) Australian Nursing and Midwifery Federation (NSW Branch); and
- (e) all those employees of the employer performing work within the classifications contained in this Agreement and employed in a Residential Aged Care Facility in NSW.

### **4. COMMENCEMENT**

The agreement will commence 7 days after the date of approval by the Fair Work Commission (FWC).

Increases to wages and allowances shall commence as per clause 11. All other terms and conditions contained within this Agreement shall operate from the date of operation only.

### **5 EXPIRY**

This Agreement shall have a nominal expiry date of 30 June 2023.

The Employer agrees that bargaining for a new Agreement shall commence not later than 3 months prior to the expiry date of this Agreement.

### **6. DEFINITIONS**

Where a term of this Agreement has a corresponding definition in the Act, the Regulations or the NES, the definition in the Act, the Regulations or the NES shall apply. Any such terms that are also defined in this Agreement are defined for the convenience only of the parties and shall be overridden to the extent of any inconsistency with the definition found in the Act, the Regulations or the NES.

For the purposes of this Agreement:

**Act** means the *Fair Work Act 2009* (as amended).

**Allowance rate** for Nurses means RN Level 1 Pay Point 1.

**Allowance rate** for Care Service Employees means CSE Grade 4 Level 1 Pay Point 1.

**Base rate of pay** means the base rate of pay and any applicable over-agreement payments for ordinary hours of work for a period worked (however the rate is described) that does not include incentive-based payments and bonuses, loadings, monetary allowances, penalty rates or any other similar separately identifiable entitlements.

For casual Nursing employees, the base rate of pay when applying penalty or overtime rates shall mean the relevant base salary pay point rate of pay with the casual loading to deliver a combined base rate of pay with the penalty or overtime rate applied to this 'combined rate'.

**Board** means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to the Australian Health Practitioner Regulation Authority as appropriate/applicable.

**Care Service Employee** means a person employed in the classifications at Attachment A.

**Combined rate of pay for casuals** where this is referred to within in this Agreement means the employee's base pay point combined with the 25% casual loading, that is 125% of the base pay point.

**De facto partner** means:

- (a) a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- (b) includes a former de facto partner of the employee.

**Employment classifications** mean those set out in Schedule A to this Agreement and shall apply as if they had been reproduced in full in this clause.

**FWC** means Fair Work Commission

**Immediate Family** For the purposes of any entitlement pursuant to this Agreement the term 'Immediate Family' means a spouse or partner (of either sex including a former spouse, de facto spouse and a former de facto spouse), children (includes step-children, adopted children and ex-nuptial children and adult children), parents (includes step-parents, foster parents and partners' parents), grandparents, grandchildren, partners' grandparents or grandchildren or siblings of the Employee or spouse.

**NES** means the National Employment Standards as amended from time to time.

**Nurse means** a person employed as an, Enrolled Nurse or Registered Nurse.

**Regulations** means the *Fair Work Regulations 2009* associated with the *Fair Work Act 2009* (as amended from time to time).

**Uniform** means items of clothing required to be work whilst on duty such as monogrammed shirts, blouses, polo shirts, cardigans, jumpers or the like but excludes ordinary items such as socks, stockings and the like.



**Union** or Unions means the Health Services Union New South Wales Branch; the New South Wales Nurses and Midwives' Association; and the Australian Nursing and Midwifery Federation (NSW Branch).

## **7. COMPLETE AGREEMENT**

- 7.1 Other than individual agreements reached in accordance with Clause 46 – Individual Flexibility Arrangements, this Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, it represents a complete statement of the mutual rights and obligations between the employer and the employees to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.
- 7.2 Notwithstanding clause 7.1, the NES will prevail over the content of this Agreement, to the extent of any inconsistency or omission.

## **8. NATIONAL EMPLOYMENT STANDARDS**

- 8.1 It is the intention of this Agreement that the NES, as it may be varied from time to time, shall apply to the employees the subject of this Agreement. Any provisions of the NES that are also referred to or set out in this Agreement are for the convenience only of the parties.
- 8.2 Where the NES provides, or is varied to provide, a condition or entitlement more favourable (to the employee) in a particular respect than that set out in this Agreement, the condition or entitlement set out in this Agreement shall be overridden to the extent that it is less favourable than the NES.
- 8.3 Where after the commencement of this Agreement, the NES is varied to remove a condition or entitlement referred to or set out in this Agreement, the condition or entitlement referred to or set out in this Agreement shall have no effect.
- 8.4 Where after the commencement of this Agreement, the NES is varied to provide a condition or entitlement less favourable (to the employee) in a particular respect than that referred to or set out in this Agreement, the condition or entitlement referred to or set out in this Agreement shall be overridden to the extent that it is more favourable than the NES as varied.
- 8.5 Clauses 8.3 and 8.4 will not apply with respect to:
- (a) Schedule B; and
  - (b) Clause 24 - Paid Personal/Carer's Leave.

## **9. AVAILABILITY OF AGREEMENT**

The employer must ensure that copies of this Agreement and the NES are available to all employees to whom they apply, such as on a notice board which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## PART 2 - ENGAGEMENT

### 10. EMPLOYEE ENGAGEMENT

10.1 **Full-time Employees:** A full-time employee is one engaged as such and whose ordinary hours of work average 38 hours per week worked over 76 hours per two week period or 152 hours per four week period.

10.2 **Part-time Employees:**

- (a) A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.
- (b) Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (c) Reasonable additional hours may be worked in accordance with clause 13 - Hours.
- (d) **Review of Part-time Hours:** At the request of an employee, the hours worked by the employee will be reviewed each period of 26 weeks. Where the employee is regularly working more than their guaranteed minimum number of hours then, by agreement, such hours shall be adjusted by the employer, and a new contract of employment agreed. Hours worked during temporary backfilling or occasional additional hours will not be incorporated in the adjustment.
- (e) Any adjusted guaranteed minimum number of hours resulting from a review identified in sub-clause 10.3(d) should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

10.3 **Casual Employees:**

- (a) A casual employee is one who is engaged as such on an hourly basis otherwise than as a full-time employee or a part-time employee. An hourly casual loading of 25% is applied to the relevant pay point only and is paid in lieu of any paid NES entitlements or those within this Agreement such as, but not limited to, paid leave, public holidays or notice.
- (b) Subject to the minimum hours described at clause 13.4, each offered engagement shall stand alone and does not imply any offer of a firm advance commitment other than for those times shown in the published roster. The casual employee is under no obligation to accept any such offer.
- (c) Relevant penalty rates shall only apply to times worked.

**Casual Conversion**

- (d) Where a casual employee has been rostered on a regular and systematic basis over 26 weeks, (provided that the rostering pattern has not resulted from coverage for extended absences such as maternity leave, long service leave, workers compensation leave and extended sick leave), the Employee has the right to request in writing the conversion to permanent employment and that request will not be unreasonably refused.
- (e) Where such conversion occurs, the hours to be worked will be by agreement and the value of the casual loading removed from ordinary earnings.

- (f) Where the Employer refuses a regular casual Employee's request to convert, the Employer must provide the casual Employee with the Employer's reasons for refusal in writing within 21 days of the request being made.

#### 10.4 Trainees

Trainees may be engaged and their Training Agreement shall show the rates to be paid and all relevant terms of employment will conform to those in this Agreement.

#### 10.5 Supported Wage

Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement shall be employed in accordance with the provisions set out in their Assessment with the relevant capacity percentage applied to the minimum rates in this Agreement and all relevant terms of employment will conform to those in this Agreement.

#### 10.6 Recognition of Prior Service and/or Experience

- (a) From the time of commencement of employment an employee has three months in which to provide documentary evidence to the employer detailing any other relevant service or experience not disclosed at the time of commencement. This evidence, where all other avenues have been exhausted and in the absence of other documentary evidence, may take the form of a statutory declaration.
- (b) Where suitable proof is provided within 3 months, the higher rate will be paid from commencement and where after 3 months, only from the time of the proof being provided.
- (c) An employee who is working in the same classification for more than one organisation shall notify the employer when the combined hours have met the relevant criteria for Pay Point progression.
- (d) An employee who is working in the same classification for more than one organisation shall notify the employer within 1-month of the end of each quarter of their hours worked with those other employers in the last quarter.
- (e) The registration date for an overseas trained Nurse or Allied Health Practitioner refers to their date of registration by the relevant **Board**.

#### 10.7 Pay Point Progression

- (a) Movement from CSE 'New Entry' to CSE Level 1 shall occur when the employee has reached 500 hours of industry experience.
- (b) For the purpose of yearly progression to a higher pay point (if available) within a classification will be by annual movement to the next pay point, or in the case of part-time or casual employees on completion of 1786 worked hours.

#### 10.8 Re-grading of Employee Classification

- (a) Where the nature of the work undertaken by an employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification, the employee may apply to have their position reclassified to the higher classification.
- (b) An application for re-grading by an employee must be made in writing.

- (c) The employer must respond to the request in writing within 3 weeks, indicating whether the application is approved or denied. Where denied the response must provide reasons.
- (d) Changes in work by themselves may not lead to a change in an employee's substantive classification. Factors with a bearing on the decision may include whether the changes:
  - (i) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification
  - (ii) are permanent or temporary; and/or
  - (iii) involve work at a higher classification or not (e.g. simply performing more work at the same classification or different work at the same classification would not qualify for re-grading)

#### **10.8 National Criminal History Record Check**

It is a condition of employment that employees, who have, or are reasonably likely to have access to care recipients provide a National Criminal History Record Check, commonly known as a 'Police Check' on commencement of employment. Subsequent renewals shall be paid by the Employer.

### **11. PAY AND PAYMENT**

- (a) The current rates of pay specified in Schedule B applying to Employees to whom this Agreement applies shall be increased as follows:
  - (i) By 2.0 % from the date of operation with the increase being offset against an administrative increase to then-current salary points on and from 6 January 2021
  - (ii) By a further 2.25% from 1 July 2021; and,
  - (iii) By a further 2.25% from 1 July 2022.
- (b) Unless otherwise specified, increases to Allowances shall conform to these pay increases.

#### **11.2 Full-Time and Part-Time Employees**

- (a) The base rates of pay in the appropriate employment classification for full-time employees and for part-time employees shall be the hourly rates of pay set out in the Tables in Schedule B to this Agreement.
- (b) Other than 'on occurrence allowances' Part-Time Employees have the benefit of all of the other entitlements set out in this Agreement on a pro rata basis in the same proportion as their ordinary hours of work bear to full-time hours.

#### **11.3 Casual Employees**

- (a) The base rates of pay in the appropriate employment classification for casual employees shall be the hourly rates of pay set out in the Table's in Schedule B to this Agreement. In addition, a casual loading of 25% is payable.
- (b) Other penalty payments for casual employees shall be made pursuant to Clauses 17 - Shift and 18 -Weekend Work.

- (c) Casual employees have the benefit of all of the other entitlements set out in this Agreement, which are applicable to casual employees, on a pro rata basis in the same proportion as their ordinary hours of work bear to full-time hours.
- (d) A casual employee's entitlement to long service leave is governed by the provisions of the Long Service Leave Act 1955 (NSW).
- (e) Clauses that do not apply to casual employees include: Clause 15 – Rosters, 26 - Repatriation Leave and any clauses concerning entitlement to paid Leave.
- (f) Casual Nurses  
Where it is expressly stated in this Agreement that penalty, overtime and public holiday payments are to be made to casual ENs and RNs, the 'combined rate of pay' is to be used when applying penalty or overtime rates.
- (g) Casual Care Service Employees
  - (i) Unless otherwise expressly stated in this Agreement weekend penalty and public holiday payments are to be made to casual Care Service employees, such payments shall be taken to be inclusive of and not in addition to the casual loading referred to in this sub-clause.
  - (ii) A casual employee will be paid shift allowances calculated on the ordinary pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

#### **11.6 Payment of Wages**

- (a) Wages shall be paid fortnightly or where mutually agreed, monthly.
- (b) Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution as nominated by the employee. Wages shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by the close of business on pay day. Where an underpayment occurs, the employer shall make a correcting payment within two business days. Where the wages are not available to the employee by such time due to circumstances beyond the employer's control, the employer shall not be held accountable for such delay.
- (c) Where the services of an employee are terminated with due notice, all moneys owing shall be paid upon cessation of employment, but in the case of termination without due notice, within 3 working days. Unless otherwise agreed, the Employer may deduct not more than 7 day's pay where an overpayment exists or insufficient notice is provided on resignation.
- (d) Where the employer has overpaid an employee, the employer shall notify the employee in writing of such overpayment and how such overpayment is made up, and may recover such amounts, with the agreement of the employee as to the amount of the overpayment and method of such recovery. This sub-clause authorises the use of deductions from wages for the purpose of such minor recovery. All such agreed deductions from wages must be authorised in writing by the employee.

#### **11.7 Particulars of Wages**

- (a) Each employee shall be provided with a pay slip in electronic form or hardcopy showing:
  - (i) the employer's name and ABN; and

- (ii) the employee's name; and
  - (iii) the period to which the pay slip relates
  - (iv) The number of hours worked; and
  - (v) the date on which the payment to which the pay slip relates was made; and
  - (vi) the gross amount of the payment; and
  - (vii) the net amount of the payment; and
  - (viii) any amount paid to the employee that is a bonus, loading, allowance, penalty rate, incentive-based payment or other separately identifiable entitlement;
- (b) If an amount is deducted from the gross amount of the payment, the pay slip must also include the name, or the name and number, of the fund or account into which the deduction was paid.
- (e) If the employer is required to make superannuation contributions for the benefit of the employee, the pay slip must also include:
- (i) the amount of each contribution that the employer made during the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contribution was made; or
  - (ii) the amounts of contributions that the employer is liable to make in relation to the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contributions will be made.
- (f) The employer shall, upon written request from an employee, provide a record of that employees' current accrued paid leave entitlements.

## **12. SALARY PACKAGING**

- 12.1 By agreement with the Employee, an Employee's pay may be salary packaged.
- 12.2 The Employee shall compensate the Employer from within their base remuneration for any FBT incurred as a consequence of any salary packaging arrangement which the employee has entered into which either exceeds the cap or is a benefit which is outside of the fringe benefits tax assessment act and associated taxation ruling
- 12.3 Other than for in-house payroll service, the Employee shall be responsible for all costs associated with the administration of their salary packaging arrangements.
- 12.4 The Employer shall not be held responsible in any way for the cost or outcome of any financial advice obtained by the Employee.

## **13. HOURS**

### **13.1 Reasonable Additional Hours**

An Employee is entitled to refuse a request to work additional hours where that request is unreasonable taking into account the factors identified in s.62(3) of the Fair Work Act, including any risk to Employee health and safety, personal circumstances, family responsibilities, notice given by either party and the Employee's role and level of responsibility.

- (a) All hours worked above an average of 38 ordinary hours per week, will be deemed to be additional hours.
- (b) All hours worked by part-time employees beyond their guaranteed minimum number of hours will be treated as additional hours for the purpose of this subclause.
- (c) From time to time, full time employees may be required to work a reasonable amount of additional hours.
- (d) Part time employees may be asked, but not required, to work a reasonable number of additional hours.
- (e) All additional hours worked will be paid in accordance with this Agreement.
- (f) Whether the additional hours are in accordance with an averaging arrangement agreed to by the employer and employee with regard to:
  - (i) The average of worked hours over the last 12 months or period of employment whichever is the greater.
  - (ii) any other relevant matter.

### 13.2 Voluntary Additional Hours

The Employer will always offer additional shifts in the first instance to part-time or casual Employees where it is practicable to do so. Where a part-time or casual employee requests or accepts any offer of hours in addition to their rostered shift or shifts, as acceptance is not required by the Employer, this will be paid at Ordinary time except where overtime or a penalty rate is otherwise payable. To be clear, where the Employer requires an Employee to work additional time, the requirements at clause 16 shall apply.

### 13.3 Hours of Work

- (a) The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 hours per week.
- (b) The hours of work prescribed in sub-clause (a) may be arranged as follows:
  - (i) 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than ten days in the fortnight; or
  - (ii) 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 20 days in the 28 calendar-day cycle; or
  - (iii) or 152 hours in a 28 calendar- day cycle to be arranged so that each employee shall not work their ordinary hours on no more than 19-days with the twentieth day taken as an accrued paid day off (ADO).
  - (iv) as otherwise agreed in writing between the employer and the employee.
- (c) Employees will be free from duty for not less than 2 full days in each week or 4 full days in each fortnight or 8 full days in each 28-day cycle. Where practicable days off will be consecutive. These days are referred to as "Rostered Days Off" (RDO's).
- (d) Each shift shall consist of no more than 10 hours of work at ordinary time (not including unpaid breaks).
- (e) An employee shall not work more than seven consecutive shifts unless the

employee requests and the employer agrees.

- (f) Except for meal breaks and the periods not worked in broken shifts, all time from the commencement to the cessation of duty each shift shall count as working time.
- (g) The Executive Care Manager shall be free from duty for not less than 9-days in each 28 consecutive days and such days free from duty may be taken in one or more periods.
- (h) If any of the days mentioned in sub-clause (i) cannot be taken by reason of emergency, such day or days shall be given and taken within 28-days of becoming due.
- (i) The Executive Care Manager, where practicable, inform the employer by giving not less than seven days' notice of the days they propose to be free from duty; provided that such days shall be subject to the approval of the employer, and such approval shall not be unreasonably withheld.
- (j) The employer will ensure that rosters permit time for a handover between Registered Nurses at the commencement of each shift to inform of any changes to a residents' health status.

#### **13.4 Minimum Engagements**

The following minimum will apply to part-time and casual employees:

- (i) Part-time employees shall receive a minimum payment of 3 hours for each engagement except in the case of a recall to duty where clause 21.5 shall apply; and,
- (ii) Casual employees shall receive a minimum payment of 2 hours for each engagement except in the case of a recall to duty where clause 21.5 shall apply.

#### **13.5 Accrued Days Off (ADO)**

- (a) A full-time employee whose ordinary hours of work are arranged in accordance with sub-clause 13.3(b)(iii) shall be entitled to an ADO in each cycle of 28 days.
- (b) A full-time employee's ADO shall be determined by mutual agreement between the employee and the employer having regard to the needs of the place of employment or sections thereof. Such ADO shall, where practicable, be consecutive with the rostered days off. Provided that ADO's shall not be rostered on public holidays.
- (c) Where the employer and the employee agree, up to 5 ADO's may be accumulated and taken in conjunction with the employee's annual leave or at another agreed time.
- (d) Where more than 5 days have been accumulated, the employer may require the employee to:
  - (i) take the ADO's within 3 months; or
  - (ii) be paid out the ADO's at ordinary pay.
- (e) No time towards an ADO shall accumulate during periods of workers' compensation, long service leave, any period of unpaid leave or annual leave or ADO.



- (f) Credit towards an ADO shall continue to accumulate whilst an employee is on paid personal/carers leave. Where an ADO falls during a period of personal/carers leave, the employee's available sick leave shall not be debited for that day.
- (g) Employees entitled to ADO's shall continue to accrue credits towards them in respect of each day those employees are absent on leave in accordance with clause 19 - Public Holidays.
- (h) An employee will be paid for any accumulated ADOs, at ordinary pay, on the termination of their employment for any reason.
- (i) By agreement with the employer, an employee may cash out any accumulated ADO's at ordinary pay.

## **14. ROSTERS**

14.1 Each rostered shift shall have at least 1 Registered Nurse on duty.

- (a) The employer shall make available for each employee, in a form accessible to the employee, a roster which includes the following information:
  - (i) the ordinary hours of work for each employee; and
  - (ii) ADO's where applicable.
- (b) The roster shall be displayed two weeks prior to the commencing date of the first working period in any roster subject to sub-clause (c).
- (c) The roster and changes to the roster may be communicated to an employee in a range of ways including: hard copy in a place conveniently accessible to an employee, telephone, direct contact, mail, email, text message or facsimile.
- (d) Sub-clause (a) shall not make it obligatory for the employer to display any roster of ordinary hours of work of casual or relieving employees.

14.2 Notwithstanding clause 14.1, a roster may be altered at any time:

- (a) so as to enable the service of the organisation to be carried on;
  - (i) where another employee is un-expectedly absent from duty; or
  - (ii) in the event of an emergency; or
- (b) where the employer and the affected employee/s agree.

## **15. BREAKS**

15.1 Two separate 10-minute tea breaks (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift of 7.6 hours or more. Where an employee works 4 hours or more but less than 7.6 hours, the employee shall be allowed one 10-minute tea break. Subject to agreement between the employer and the employee, the two 10-minute tea breaks may alternatively be taken as one 20-minute tea break, or by agreement by the relevant manager one 10-minute tea break with the employee allowed to proceed off duty ten minutes before the completion of the normal shift finishing time. Such tea break/s shall count as working time.

15.2 (a) Unless otherwise agreed, employees shall not be required to work more than 5 hours without a meal break. Such meal break shall be of between 30 and 60

minutes' duration and shall not count as time worked.

- (b) Where an employee requests in writing, in accordance with the provisions of Clause 46 – Individual Flexibility Agreement and the employer agrees, an employee may work up to six hours without a meal break.
- 15.3 Notwithstanding the provisions of sub-clause 15.2, an employee required to work in excess of 10 hours in a shift shall be entitled to a 60-minute meal break. Such time shall be taken as either two thirty-minute meal breaks or one 60-minute meal break, subject to agreement between the employer and employee.
- 15.4 An employee must receive the following breaks between shifts:
  - (a) 8 hours:
    - (i) between ordinary rostered shifts, which are not broken shifts; and/or
    - (ii) where reasonable additional hours are worked which are not overtime hours; and
  - (b) 10 hours where overtime is worked on successive days.

## **16. OVERTIME**

- 16.1 Where Overtime is required to be worked, the employee shall be paid in the following circumstances:
  - (a) Where a full time employee:
    - (i) works in excess of their ordinary hours;
    - (ii) works in excess of 10 hours per shift; or,
    - (iii) works on a rostered day off.
  - (b) Where a part time employee:
    - (i) works in excess of 10 hours per shift; and/or
    - (ii) works in excess of 76 hours per fortnight, where employed by the fortnight; and/or
    - (iii) works in excess of 152 hours per 4-weekly period, where employed on a 4-weekly basis; and/or
    - (iv) works on a RDO.
  - (c) Where a casual employee:
    - (i) works in excess of 10 hours per shift; and/or
    - (ii) works in excess of 76 hours per fortnight.
  - (d) Where an employee is deprived of part or their break between shifts as required by clause 16.4.
- 16.2 Overtime shall be paid on the employees base rate of pay in accordance with the following:
  - (a) Monday to Friday - Overtime shall be paid time and one half up to 2 hours each day and thereafter double time.

- (b) Saturday and Sunday - Overtime shall be paid at double time.
  - (c) Public Holidays - Overtime shall be paid double time and one-half.
  - (d) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in clause 17 - Shift and 18 - Weekend Work .
- 16.3 Overtime for casual non-Nursing employees shall be paid on their 'combined base rate of pay' as defined.
- For example: Fred is a casual laundry hand who completes 2 hours overtime on Friday evening. Fred is paid his casual rate (which includes the 25% loading) at time and one half for those hours. This is 125% of his base pay point rate x 150% per hour or 187.5% of his base pay point.*
- 16.4 Overtime for casual Nursing employees shall be paid on their 'combined base rate of pay' as defined.
- For example: Tom is a casual EN who completes 2 hours overtime on Saturday. Tom is paid his casual rate (which includes the 25% loading) at time and one half for those hours. This is 125% of his base pay point rate x 200% per hour or 250% of his base pay point.*
- 16.5 Overtime penalties do not apply to the Executive Care Manager, Clinical Manager or Nurse Educator.
- 16.6 Where the next shift is due to commence before the employee has had their break, one of the following will apply:
- (a) The employee will be released prior to, or after the completion of their shift to permit them to have their break without loss of pay for the working time occurring during such absence.
  - (b) If at the request of the employer an employee works without their break, they shall be paid until they are released from duty at overtime rates. Once released from duty such employees shall be entitled to be absent from work until they have had their break without loss of pay for working time occurring during such an absence.
- 16.7 For the purposes of assessing overtime, each day shall stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- 16.8 An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee on the following basis:
- (a) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.
- Example: An employee who has worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.*
- (b) Time off in lieu of overtime must be taken at a mutually agreed time within 4 months after the time it is worked.
  - (c) If the time off has not been taken within the period of 4 months, the employer must pay the employee for the overtime, in the next pay period following those 4 months, at the overtime rate applicable to the overtime when worked.
  - (d) If, on the termination of the employee's employment, time off for overtime worked

by the employee has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

- (e) The employer must maintain records of all time in lieu of overtime owing and taken by employees.
- (f) With the exception of clause 16.8(g) employees cannot be compelled to take time off in lieu of overtime and an employer cannot be compelled to agree to provide the employee with time off in lieu of overtime.
- (g) A full time employee required to work on a rostered day off, may elect to be paid at overtime rates for all hours worked on that day, or take the equivalent number of hours as time in lieu, on a day which shall be mutually agreed with the employer.
- (h) Where no election is made the employee shall be paid overtime rates in accordance with this Agreement.

## **17. SHIFT WORK**

17.1 Employees, shall be paid the following penalties, calculated on their ordinary pay, for shifts rostered in accordance with the following. Provided that part time and casual employees shall only be entitled to the additional rates where their shifts commence prior to 6:00 am, or finish subsequent to 6:00 pm:

- (a) 10% for afternoon shift commencing after 10:00 am and before 1:00 pm.
- (b) 12.5% for afternoon shift commencing at or after 1:00 pm and before 4:00 pm.
- (c) 15% for night shift commencing at or after 4:00 pm and before 4:00 am.
- (d) 10% for night shift commencing at or after 4:00 am and before 6:00 am.

The shift penalties above do not apply the Executive Care Manager, Clinical Manager or Nurse Educator.

17.2 Non-Nursing casual employees penalty rates will be on their base rate of pay and will also be paid the casual loading calculated on their base rate of pay.

17.3 Casual Nurses will be paid the relevant penalty on their 'combined' rate of pay as described at clause 6.

## **18. WEEKEND SHIFT WORK**

### Nurses

18.1 Nurses shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:

- (a) for work between midnight on Friday and midnight on Saturday: Time and one half.
- (b) for work between midnight on Saturday and midnight on Sunday: Time and three-quarters.

18.2 Weekend penalties in clause 18.1 for Full-time and Part-time Nurses shall be in substitution for and not cumulative upon the shift penalties.

18.3 From the date of operation, Casual Nurses will be paid the penalty on their 'combined'

rate of pay as per clause 6 before the application of clause 18.1.

#### Care Service Employees

- 18.4 CSE employees shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:
- (a) for work between midnight on Friday and midnight on Saturday: Time and one half.
  - (b) for work between midnight on Saturday and midnight on Sunday: Time and three-quarters-
- 18.5 From the date of operation casual CSE employees working on a weekend:
- (a) for work between midnight on Friday and midnight on Saturday: Time and three-quarters of their basic rate of pay
  - (b) for work between midnight on Saturday and midnight on Sunday: Double time of their basic rate of pay
- 18.6 Weekend penalties in clause 18.1 shall be in substitution for and not cumulative upon the shift penalties.
- 18.7 The shift penalties above do not apply the Executive Care Manager, Clinical Manager or Nurse Educator.

#### **19. PUBLIC HOLIDAYS**

- 19.1 Public holidays are provided for in the NES. This clause contains additional provisions.
- 19.2 The employer may request an employee to work on a particular public holiday. An employee who, without the consent of the employer or without reasonable cause, such as personal/carers leave, is absent from work on a public holiday after agreeing to work on a public holiday, is not entitled to any payment for such public holiday.
- 19.3 The employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so. This Agreement expressly contemplates that the employer will require work on public holidays, or particular public holidays, and the parties acknowledge that the nature of the work performed by the employee, the type of employment (for example, whether full-time, part-time, casual or shift work) and the nature of the employer's workplace or enterprise (including its operational requirements) will require work on public holidays, or particular public holidays.
- 19.4 Public holidays shall be allowed to employees without loss of ordinary pay.
- 19.5 For the purposes of this agreement, the following shall be deemed to be public holidays:
- (a) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day;
  - (b) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday; and

### Local Public Holiday

- (c) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed within a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday
- (d) 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 19.5(a), then the substituted day or part-day is the public holiday.

### Additional Public Holidays

- (e) Where, in accordance with clause 19.5 (c):
  - (i) a full day is proclaimed and observed as a local public holiday, within the calendar year and within the area in which the facility is situated no additional public holiday day is granted by this sub-clause;
  - (ii) no local public holiday is proclaimed and observed within the calendar year and within the area in which the facility is situated a full day will be observed as an Additional Public Holiday 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;
  - (ii) a part of a day is proclaimed and observed as a local public holiday within the calendar year and within the area in which the facility is situated a full day will be substituted and observed as an Additional Public Holiday to be taken 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.

19.6 Where the public holidays fall on Saturday or Sunday with respect to Monday–Friday employees no payment shall be made. A part-time employee will only be entitled to payment for those public holidays which falls on a day they are normally rostered to work.

19.7 An employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other shift penalties, weekend penalties, as follows:

- (a) **Full-time Employees:** Double and a half for all time worked on the public holiday
- (b) **Part-time Employees:** Double and a half for all time worked on the public holiday. Where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary pay.
- (c) **Casual Employees:**
  - (i) For Nursing staff: From the date of operation, double time on the 'combined rate of pay' for all time worked.
  - (ii) For non-Nursing staff: From the date of operation, CS employees and Health Professionals: Double time and three-quarters of their base rate for all time worked. Such payment shall be taken to be inclusive of and not in addition to the casual loading.

### 19.8 **Public holiday substitution**

On request, the Employer may agree to substitute another day for a day (or part-day) that would otherwise be a public holiday. If a substitution is agreed, the penalty shall be 50%

for worked hours with a substitute day granted. The substitute day is to be taken within six months of the Public Holiday worked. Where the day is not taken within that period, it shall be paid. The substitute day shall stand alone and will not attract leave loading, additional leave accruals, superannuation or penalty rates. Where a substitute day is not agreed, the rates at 19.7 shall apply.

#### **19.9 Public holidays occurring on RDOs**

Full-time employees will receive a day's ordinary pay for public holidays that occur on their RDO.

#### **19.10 ADOs and public holidays**

Where an employee's ADO falls on a public holiday, another day, determined by the employer, will be taken instead and wherever practicable this will be within the same roster.

### **20. ALLOWANCES**

#### **20.1 RN In Charge Allowance**

- (a) A registered nurse who is designated by the employer to be in charge during the day, evening or night of a residential aged care facility shall be paid in addition to their appropriate salary, whilst so in charge, the per shift allowance set out in Schedule B to this Agreement.
- (b) This sub-clause shall not apply to registered nurses holding classified positions of a higher grade than a registered nurse.

#### **20.2 Vehicle/Travelling Allowance**

- (a) An employee who is sent for duty to a place other than their regular place of duty shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- (b) Where an employee is called upon and agrees to use a private vehicle for official business, the employee shall be paid the 'per kilometre' allowance set Schedule B to this Agreement. The payment will be based on the most direct available route between work locations, excluding travel to and from the employee's home to the first place of work and return to home at the end of their duties.
- (c) Where an employee is required to use public transport for travel on official business such employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the employee's home to the first place of work and return to home at the cessation of duty.
- (d) No payment shall be made under sub-clauses 20.2(b) and (c) unless the employer is satisfied that the employee has incurred expenditure for such travel.
- (e) Where employees are rostered to work at different locations they shall be paid for the time taken to travel via the most direct available route between the locations. This excludes travel to the first place of work and travel from the last place of work. Payment for travel time will be at the hourly rate of pay for the time taken to travel between locations.

### 20.3 Uniforms and Laundry Allowances

- (a) Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to Employees. Such items are to remain the property of the Employer and be laundered and maintained by the Employer free of cost to the Employee. The types of uniform clothing supplied may include monogrammed blouses, shirts, cardigans, pants or light wear jackets.
- (b) Instead of the provision of such uniforms, the Employer shall pay such an Employee a uniform allowance at the rate prescribed in Schedule B.
- (c) Where such Employee's uniforms are not laundered by or at the expense of the Employer, the Employee will be paid a laundry allowance as prescribed in Schedule B.
- (d) The uniform allowance, but not the laundry allowance, shall be paid during all absences on paid leave, except absence on long service leave and absence on personal leave taken (either in individual periods or consecutively) beyond a total of 21 days in any twelve month period. 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.
- (e) Where the Employer provides an Employee with uniforms, all articles so provided remain the property of the Employer.
- (f) Each employee whose duties require them to work out of doors shall be supplied with suitable personal protective clothing (i.e Heavy weather /or waterproof jackets, safety shoes or boots, heavy socks) or equipment (e.g head, hand, eye and hearing protection). Where such clothing or equipment is not provided, the Employee shall be reimbursed reasonable costs to obtain those items.

### 20.4 On Call Allowance

- (a) An employee who, at the request of the employer, agrees to be on call and is rostered on call shall be paid the allowance, for each period of 24 hours or part thereof, set out in Schedule B to this Agreement. An employee on call agrees to make themselves ready and available to return at short notice to work at the employers' or clients' premises, whilst off duty.
- (b) An employee who is directed to remain on call during a meal break shall be paid the meal break allowance set out in Schedule B to this Agreement, provided that no allowance shall be paid if, during a period of 24 hours, including such period of on call, the employee is entitled to receive the allowance prescribed in sub-clause 20.4(a).

### 20.4 Meal Allowance

An employee who is required to work overtime for more than two hours will be provided with a meal or paid an allowance. A second meal or allowance is available after four hours.

### 20.5 Nauseous Allowance

Nauseous Allowance is not separately payable and is included in the relevant pay points.



## 20.6 Nurses Continuing Education Allowance

- (a) The allowance is not payable to The Executive Care Manager or the Clinical Manager unless it can be demonstrated to the satisfaction of the employer that more than fifty per cent of the employee's time is spent doing clinical work.
- (b) The allowance is not payable to Registered Nurses above RN Level 1.
- (c) Where an additional qualification is accepted by the employer as being directly relevant to the competency and skills used by the nurse in carrying out their duties, the Nurse may claim an allowance for qualifications relating to the following:
  - (i) Gerontological nursing, or
  - (ii) Management (in the case of a Registered Nurse classified Grade 3 or above)
  - (iii) Other qualification with a component that has application to nursing in Aged Care.
- (d) The qualification allowances are:

Qualification level	Allowance (% of hourly base rate – Registered Nurse Grade 1, Year 1 Classification)
RN Post Graduate Certificate	1.5%
RN Post-Graduate Diploma or Degree	2.5%
RN Masters Degree (including a Masters Degree completed to, or that leads to, registration)/ PhD	3.0%
EN Cert IV	1.0%

- (e) The allowance is to be paid only for the highest relevant accepted qualification.
- (f) The allowance may be paid on a pro-rata basis for non-full-time Employees.

## 21. RECALL TO DUTY

- 21.1 Where the Employee is contacted by telephone or message seeking advice or authorisation, the Employee shall be paid a minimum of one hour. Subsequent calls within that hour shall not be paid.
- 21.2 Employees who are recalled to work overtime after leaving the employer's place of work shall be paid a minimum of four hours at the applicable overtime rate for each time so recalled. The minimum payment only applies where overtime is payable for any of the work for which the employee is recalled to perform. Provided that, except in unforeseen circumstances, an employee may not be required to work the full four hours if the tasks they were recalled to perform are completed within a shorter period.
- 21.3 An employee recalled to work overtime shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.
- 21.4 Provided that where an employee elects to use their own vehicle the employee shall be paid the per kilometre allowance set out in Schedule B to this Agreement.
- 21.5 This subclause shall not apply to the Clinical Manager.

## **22. HIGHER DUTIES**

- (a) Subject to clause 21, an employee who is called upon to relieve or act in a position of a higher classification, shall be entitled to receive the minimum rate applicable for such higher classification for that period but not less than two hours or the shift when in excess of two hours.
- (b) The provisions of sub clause (a) of this clause shall not apply where the employee of the higher classification is off duty by reason of their ADO as a consequence of working a 38-hour week.
- (c) Further, the provisions of sub-clause (a) of this clause shall not apply where the Executive Care Manager is absent from duty for a period of three working days or less for any reason other than in accordance with subclause (b) of this clause.

## **PART 3 - LEAVE**

### **23. ANNUAL LEAVE**

23.1 Employees are entitled to annual leave in accordance with the provisions of the NES. Accrual will be subject to the minimum entitlement and accrual rate under the National Employment Standards. Casual employees have no entitlement to annual leave.

#### **23.2 Accrual of Annual Leave**

- (a) All employees, other than shift workers, are entitled to 4 weeks paid annual leave for each year of service with the employer.
- (b) Shift workers are entitled to one additional week of Annual Leave with entitlement being available pro rata where the employee ceases to be required to work shifts and has not met the criteria at 23.2 (c).
- (c) For the purposes of the NES a shift worker is defined as:
  - (i) an employee who is regularly rostered to work their ordinary hours outside Monday to Friday, 6am to 6pm; and/or
  - (ii) an employee who works for more than 4 ordinary hours on 10 or more weekends.
  - (iii) For the purpose of the clause 23.2 (c) (ii), a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.
- (d) The entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

#### **23.3 Payment of Annual Leave**

- (a) If an employee takes annual leave during a period, the annual leave shall be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (b) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.
- (c) Annual leave loading shall be paid in accordance with clause 23.7.

#### 23.4 Taking of Annual Leave

- (a) An employee is entitled to take an amount of annual leave during a particular period if:
  - (i) at least that amount of annual leave is credited to the employee; and
  - (ii) the employer has agreed with the employee to take the annual leave during that period.
- (b) In the taking of leave, the employee shall make written application to the employer, giving reasonable notice of the desired period of such leave.
- (c) The employer will utilise its best endeavours to respond to an application for annual leave made by an employee within a reasonable time. It is understood that in certain periods of peak demand such as Christmas, Easter, school holidays and long weekends, the employer may require more notice and further time in which to approve leave requests.
- (d) Annual leave shall be taken in an amount and at a time which is approved by the employer subject to the operational requirements of the workplace. The employer shall not unreasonably withhold or revoke such approval.

#### 23.5 Direction to Take Excess Annual Leave

- (a) Where an Employee has accrued more than 2 years of paid annual leave (including additional leave for shiftworkers) such Employee has an excessive leave accrual (**Excess Leave**).
- (b) In the circumstances of Excess Leave, the Employer may direct the Employee to take a period of annual leave (**Direction**) by giving not less than 8 weeks and not more than 12 months' notice to the employee (**Notice**), subject to the following:
  - (i) the Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than six weeks within a period of six months (**leave reduction plan**);
  - (ii) The Employer will not unreasonably refuse to agree to an Employee's annual leave reduction plan which includes saving leave for an extended absence within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee; and,
  - (iii) The Direction cannot result in the Employee being directed to reduce the accrued leave to less than six weeks.

#### 23.6 Cashing out of Annual Leave

- (a) An Employee may request to 'cash out' in writing for an amount of annual leave credited to the Employee (in lieu of the amount of annual leave) subject to the following:
  - (i) No more than two weeks of accrued annual leave may be 'cashed out' in any 12 month period;
  - (ii) An Employee's leave accrual must never fall below 20 days accrual;
  - (iii) Any annual leave that is 'cashed out' will be paid at the rate ordinarily paid for annual leave with annual leave loading; and,

- (iv) Superannuation guarantee contributions and annual leave loading will also be paid in respect to any amount of 'cashed out' annual leave.

### **23.7 Annual Leave Loading**

- (a) In addition to their ordinary pay, an Employee who is not a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay for a period of annual leave .
- (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) The Annual Leave loadings in clause 23.7(a) are not payable for days which have been added to be taken in conjunction with annual leave in accordance with the election provisions of clause 19 - Public Holidays.
- (d) Shift allowances and weekend penalties are not payable for public holidays which occur during a period of annual leave.

### **23.8 Annual Leave and Service**

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

## **24. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE**

- 24.1 (a) Employees are entitled to personal/carer's leave and compassionate leave in accordance with the provisions of the NES.
- (b) Casual employees have no entitlement to paid personal/carer's leave or compassionate leave, but do have an entitlement to unpaid leave.

### **24.2 Entitlement to paid Personal/Carers Leave**

- (a) For each year of service with their employer, an employee is entitled to accrue up to 10 days of paid personal/carer's leave.
- (b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- (c) In respect of part-time Employees, the entitlement shall be on a pro rata basis of time worked.

### **24.3 Taking of Personal/Carer's Leave**

- (a) Paid personal leave is available to an Employee, when they are absent:
  - (i) due to personal illness or injury; or
  - (ii) for the purposes of providing care or support for an immediate family or household member who is ill or injured and requires the Employee's care or support or who requires care or support due to an unexpected emergency.

#### **24.4 Payment of Paid Personal/Carer's Leave**

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

#### **24.5 Personal/Carers Leave on Public Holidays**

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

#### **24.6 Unpaid Carer's Leave**

- (a) An employee is entitled to 2 days' unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.
- (b) An employee may take unpaid carer's leave as:
  - (i) a single continuous period of up to 2 days: or
  - (ii) any separate periods agreed with the employer.
- (c) An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carers leave.

#### **24.7 Compassionate Leave**

- (a) An employee is entitled to 2 days of compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household:
  - (i) contracts or develops a personal illness that poses a serious threat to their life; or
  - (ii) sustains a personal injury that poses a serious threat to their life; or
  - (iii) dies.
- (b) An employee may take compassionate leave as:
  - (i) a single continuous period of 2 days: or
  - (ii) 2 separate periods of 1 day each; or
  - (ii) any separate periods agreed with the employer.

#### **24.8 Payment for Compassionate Leave**

- (a) If an employee takes a period of paid compassionate leave, the employer must pay the employee, other than a casual employee, at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (b) Casual employees are entitled to unpaid compassionate leave.

## 24.9 Notice and Evidence Requirements

- (a) To be entitled to leave under clause 24.2, an employee must give the employer notice of the period, or expected period of the leave, as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from their employment;
- (b) The employee may be required to give the employer evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion. However, this shall not apply for two single day absences per annum.
- (c) To be entitled to personal leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:
  - (i) a medical certificate stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
  - (ii) a statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury.
- (d) To be entitled to carer's leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
  - (i) a medical certificate stating that the member requires or required care and support during the period due to personal illness or injury; or
  - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period to provide care or support to the member because the member requires or required care or support during the period because of personal illness, or injury, of the member or an unexpected emergency affecting the member.
- (e) To be entitled to compassionate leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the compassionate leave has started):
  - (i) a medical certificate from a medical practitioner stating that in their opinion the member is suffering from an illness or injury that poses a serious threat to the member's life; or
  - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period due to the death of the member.

## 25. COMMUNITY SERVICE LEAVE

- 25.1 Employees are entitled to community service Leave in accordance with the provisions of the NES
- 25.2 Eligible community service activities

- (a) entitle an employee, acting reasonably, to be absent from employment for periods including:
  - (i) time when the employee engages in the activity;
  - (ii) reasonable travelling time associated with the activity;

- (iii) reasonable rest time immediately following the activity.
- (b) include:
  - (i) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
  - (ii) a voluntary emergency management activity; or
  - (iii) an activity prescribed in regulations made for the purpose of Section 109(4) of the Act.

### 25.3 **Jury Service**

- (a) There is no limit on the amount of unpaid jury service leave an employee can take in a 12-month period of employment.
- (b) Employees, other than casuals, are entitled to be paid:
  - (i) the difference between what the employee received as jury service pay and the base rate of pay for the employee's ordinary hours of work for the first 10 days when absent from work in one or more periods to attend jury service re a particular jury service summons
  - (c) Where the duration of jury service re a particular jury service summons exceeds 10 days, the employer agrees to assist the employee as far as is reasonably practical to maintain their regular income. The assistance may include: flexibility of rosters; access to Annual Leave and/or Long Service Leave.
- (d) The employer may require the employee to provide evidence that would satisfy a reasonable person:
  - (i) that the employee took all necessary steps to obtain any amount of jury service pay to which they were entitled; and
  - (ii) of the total amount of jury service pay, paid or payable to the employee.
- (e) No payment is required where evidence is required by the employer and not provided by the employee.

### 25.4 **Voluntary Emergency Management Activity (VEMA)**

- (a) An employee engages in a VEMA if:
  - (i) they voluntarily participate; and,
  - (ii) the activity involves dealing with an emergency or natural disaster; and
    - they are a member of, or have a member like association with a recognised emergency management body (REMB); and
    - the REMB requests their participation.
- (b) When engaged in VEMA activity, absences will be unpaid and for a reasonable time period only.

## 26. PARENTAL LEAVE

- 26.1 Employees are entitled to parental leave in accordance with the provisions of the NES with the leave available under this Agreement which unless otherwise agreed, is summarised in the following table:

Type of Leave	Paid Leave	Unpaid Leave	Total combined paid and unpaid leave
Parental Leave – Primary Care Giver	9 weeks	43 weeks	52 weeks
Parental Leave – Non-primary Care Giver	2 weeks	50 weeks	52 weeks
Adoption Leave – Primary Care Giver	9 weeks	43 weeks	52 weeks
Adoption Leave – Non-primary Care Giver	2 weeks	50 weeks	52 weeks

### 26.2 Paid parental leave

- (a) Full-time and part-time employees may claim paid parental leave at ordinary pay, from the date the parental leave commences in the following circumstances:
  - (i) First claim: where eligible for unpaid parental leave; and
  - (ii) Second and subsequent claims: where an employee having returned to work from a period of parental leave has completed 3 months of subsequent continuous service.
- (b) For the purposes of the calculation of “ordinary pay” for paid parental leave purposes, an employee will be paid the higher of:
  - (i) for part time Employees, the average of the ordinary hours actually worked by the employee in the 12-month period ending at the commencement of parental leave; or
  - (ii) for full time Employees, the ordinary hours worked by the employee at the time of the commencement of parental leave.
- (c) Paid parental leave includes:
  - (i) 9 weeks paid maternity leave for the birth mother;
  - (ii) 9 weeks paid adoption leave for the initial primary carer of the adopted child; and
  - (iii) 2 weeks paid partner leave.
- (d) Paid partner leave will be payable to:
  - (i) the father; or
  - (ii) partner of the birth mother; or
  - (iii) partner of the initial primary carer of an adopted child.
- (e) Partner includes same-sex and de facto partner but does not include former de facto partners.



## **27. LONG SERVICE LEAVE**

- 27.1 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 to the extent the Agreement entitles employees to long service leave in excess of the employees' entitlement to long service leave under the *Long Service Leave Act (1955) NSW*.
- 27.2 (a) Each employee shall be entitled to 2 months long service leave on ordinary pay after ten years' service; thereafter additional long service leave shall accrue on the basis of 5 months long service leave for each subsequent 10 years of service. This additional leave may be taken on a pro-rata basis each 5 years after completing the initial 10 year period of service.
- (b) Where the services of an employee with at least 5 years' service are terminated by the employer for any reason (other than the employee's serious and wilful misconduct), or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, they shall be entitled to be paid a proportionate amount on the basis of 2 months for 10 years' service.
- 27.3 For the purpose of sub-clause 27.2:
- (a) service shall mean accepted continuous service with the employer;
- (b) such service shall:
- (i) not include any period of leave without pay except in the case of employees who have completed at least 10 years' service, who may take up to 6 months leave without pay without breaking service for further accrual; and/or
- (ii) include half the period of Long Service Leave taken where an employee elects to take Long Service Leave at half pay in accordance with clause 27.7.
- 27.4 (a) The employer shall give to each employee at least 1 months' notice of the date from which it is proposed that the employee's long service leave shall be given and taken. Long service leave shall be taken as soon as practicable having regard to the needs of the workplace, or where the employer and the employee agree, such leave may be postponed to an agreed date.
- (b) Where the employer and the employee agree in writing that the taking of a period of leave be postponed at the request of an employee to an agreed future date, the period of leave at the time of the agreement being made will, when taken, be paid at the rate applicable at the time of the agreement.
- 27.5 Where an employee who has acquired a right to long service leave, or after having had 5 years' service and less than 10 years' service dies, the employees personal representative shall, upon request, be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had their services terminated as referred to in sub-clause 27.2(b) and such monetary value shall be determined according to the salary payable to the employee at the time of death.

27.6 Where an employee has been granted a period of long service leave prior to the coming into force of this Agreement, the amount of such leave shall be debited against the amount of leave due under this Agreement.

27.7 (a) With the agreement of the employer, an employee may take long service leave on half the ordinary pay.

(b) During a period of long service leave on half the ordinary pay accrual of annual leave and personal/carers leave will be on the basis of half the ordinary hours of work.

#### **27.8 Transfer of Employment**

(a) Where a business is transferred from one Employer (the transferor) to another Employer (the transferee) and the agreement to transfer the business accepts service and accruals, an Employee who continues in the service of the transferee shall be entitled to count their service with the transferor as service with the transferee.

(b) The mechanism and entitlements (including continuity of service) during or following a Transfer of Business in any form are fully covered within the *Fair Work Act 2009*

### **28. REPATRIATION LEAVE**

28.1 Employees who are ex-servicemen or ex-service women may be granted special leave in one or more periods up to a maximum of 6½ working days (49.4 hours) in any period of twelve months without deduction from annual or sick leave credits for the following purposes in connection with an accepted war-caused disability or in connection with an application to the Repatriation Department for a disability to be so accepted:

(a) to attend a hospital or clinic or visit a medical officer in that regard;

(b) to attend a hospital, clinic or medical officer or to report for periodical examination or attention;

(c) for the supply, renewal and repair of artificial replacements and surgical appliances.

28.2 Employees are to provide the employer with documentary evidence as to the attendance prior to the payment of special leave being granted.

### **29. LEAVE WITHOUT PAY**

29.1 By agreement, an employee may be granted a period of leave without pay.

29.2 The period of leave without pay will not break the continuity of service of the employee but will not count for the purpose of:

(a) accruing annual leave or personal/carers leave, incremental progression, and public holidays;

(b) accruing long service leave (except at clause 27.3(b)(i)),

(c) the qualifying period for paid and unpaid parental leave; and

(d) the calculation of notice and severance pay in accordance with clause 36 - Termination of Employment and clause 34 - Redundancy.

### **30. CEREMONIAL LEAVE**

An employee who is required by Aboriginal and Torres Strait Islander tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days' unpaid leave in any one year, with the approval of the employer.

### **31. NATURAL DISASTER LEAVE**

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

### **32. LEAVE FOR FAMILY AND DOMESTIC VIOLENCE MATTERS**

- 32.1 A full-time or part time employee may request 5 days unpaid leave per annum (non-cumulative) to deal with matters relating to family and domestic violence as defined by this clause. They may also use their accrued personal leave to a balance of 5 days, then accrued annual leave. Payment for any leave being made at the employee's base rate of pay only. Casual employees may request unpaid absences only.
- 32.2 Family and domestic violence means violent, threatening or other abusive behaviour by a close relative of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.
- 32.3 For the purposes of this clause, family member is defined as:
  - (a) A spouse, former spouse, de-facto partner, former de-facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - (b) A child, parent, grandparent, grandchild or sibling of a spouse, former spouse, de-facto partner or former de-facto partner of an employee; or
  - (c) Is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- 32.4 The reasons for which an employee may access leave under this clause may include (but not limited to) making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.
- 32.5 An employee who supports a person experiencing family and domestic violence may use their existing carer's leave, and if exhausted, annual leave and if exhausted unpaid leave to accompany the person on activities related to the family and domestic violence, or to provide care for the dependents.
- 32.6 An employer may require an employee to provide evidence to satisfy the requirement of accessing leave under this clause. The evidence provided by the Employee must be that of what would satisfy a reasonable person that the leave being taken is for the purpose specified in this clause.
- 32.7 All personal information concerning family violence will be kept confidential, in line with the Employer's privacy policy and relevant legislation.
- 32.8 This leave may be taken as consecutive or single days or as a fraction of a day.

- 32.9 Nothing under this clause precludes the employee and employer to agreeing to discretionary additional leave being provided to the employee.

## **PART 4 - OTHER PROVISIONS**

### **33. CONSULTATION**

- 33.1 Where the Employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
  - (b) discuss with affected employees and their representatives (if any):
    - (i) the introduction of the changes; and
    - (ii) their likely effect on employees; and
    - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
    - (iv) commence discussions as soon as practicable after a definite decision has been made.
- 33.2 For the purposes of the discussion under clause 33.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
  - (b) their expected effect on employees; and
  - (c) any other matters likely to affect employees.
- 33.3 Clause 33.2 does not require the employer to disclose confidential or commercially sensitive information to the relevant employee/s.
- 33.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 33.1(b).
- 33.5 In this clause, significant effects, on employees, includes any of the following:
- (a) termination of employment; or
  - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
  - (c) loss of, or reduction in, job or promotion opportunities; or
  - (d) loss of, or reduction in, job tenure; or
  - (e) alteration of hours of work; or

- (f) the need for employees to be retrained or transferred to other work or locations;  
or,
- (g) job restructuring.

### **Consultation about Changes to Rosters or Hours of Work**

- 33.6 This clause applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 33.7 The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 33.8 For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 33.7 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
  - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 33.9 The employer must consider any views given under clause 33.8(a).
- 33.10 This clause is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

## **34. REDUNDANCY**

- 34.1 For the purposes of this clause, “continuous service” shall be interpreted in the same manner as “service of a worker” is interpreted in the *Long Service Leave Act 1955 (NSW)* as at the date this Agreement comes into operation. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an employee but are not to be taken into account in calculating length of service for the purposes of this clause.
- 34.2 Redundancy occurs where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- 34.3 Unless the FWC subsequently orders otherwise pursuant to sub-clause 32.4, where the employment of an employee is to be terminated for the reason set out in sub-clause 32.2, the employer shall pay, in addition to other payments due to that employee, the following retrenchment pay in respect of the following continuous periods of service:
- (a) Where the employee is under 45 years of age, the employer shall pay the employee in accordance with the following scale:

<b>Minimum Years of Service</b>	<b>Retrenchment Pay</b>
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:

<b>Minimum Years of Service</b>	<b>Retrenchment Pay</b>
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 rate of pay for the employee concerned at the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable: Shift and weekend penalties as prescribed in clause 17 - Shift and 18 - Weekend Work.

- 34.4 Subject to an application by the employer and further order of the FWC the employer may pay a lesser amount (or no amount) of retrenchment pay than that contained in sub-clause 34.3. The FWC shall have regard to such financial and other resources of the employer concerned as the FWC thinks relevant, and the probable effect paying the amount of retrenchment pay in sub-clause 34.3 will have on the employer. Provided that where the employee has had their position made redundant and they are offered an alternative position at a lower rate of pay which they do not accept, they shall be paid the full entitlement contained in sub-clause 34.3 and the employer may not make application to the FWC under this sub-clause.

## **35. DISCIPLINARY AND MANAGING UNDERPERFORMANCE PROCEDURES**

An employee required to attend a disciplinary meeting will be entitled to ordinary pay for the duration of meeting

### Investigative procedure

- 35.1 When a question is raised about the Employee's underperformance, conduct or behaviour the Employer will conduct a fair investigation, having proper regard to procedural fairness and the factors set out below.
- 35.2 Important procedural factors at this point in time include:
- (a) That the reason for any interview is explained to the employee.
  - (b) A reasonable opportunity is to be provided for a representative or support person of the Employee's choice to attend any interviews or meetings conducted by the Employer with the Employee, provided that this shall not unduly delay processes. Other than the Employee, attendance may be in person, by videoconference or by telephone.
  - (c) Prior to a response being sought from the Employee to the matters raised, the Employee will be provided, in writing, relevant details of the Employer's concerns and specific allegations, as well as possible outcomes if the allegations are proven or the underperformance continues.
  - (d) The Employee will be given opportunity to respond to the concerns or allegations. This may be given in writing and any responses given shall be taken into account before a decision is reached.

- (e) The Employee may decline to answer any questions relating to the investigation. In which case, the Employer may reach a decision on the information and evidence to hand.
- (f) If the Employee raises an issue in their response to concerns or allegations, that warrants further investigation, the Employer shall take reasonable steps to investigate the other matters either concurrently or at a later time if the issue is not relevant to the outcome of the performance/ underperformance concerns.
- (g) The employer may suspend an employee with pay (including allowances, loadings and penalty rates) for a period as is reasonably necessary to conduct the investigation or to deliver the outcome of the investigation.
- (h) When the investigation has been completed, the Employer will advise the Employee of the Employer's decision in regard to the outcome of the investigation in writing, with reasons provided for the outcome. Where the outcome is delivered in a meeting, the employee may invite a support person or representative to be present.

#### Outcome of Investigation

35.3 After considering all the information reasonably available on the matter, and if the employer determines that misconduct/behaviour or underperformance issues have occurred, the Employer may, having regard to the degree of misconduct or underperformance :

- (a) Take no further action;
- (b) Counsel the employee and identify and provide appropriate training;
- (c) Issue a verbal warning;
- (d) Issue a formal written warning; or,
- (e) Issue a 'first and final' formal written warning for a significant breach not warranting dismissal.

35.4 In regard to misconduct only, the Employer may decide to:

- (a) Terminate the Employee's employment with notice where the conduct warrants this outcome or results from a breach of a 'first and final' warning; or,
- (b) Terminate the Employee's employment without notice where the conduct is determined to be serious misconduct within the meaning of the Fair Work Act

35.5 In regard to continued underperformance, the Employer may dismiss the employee with notice where the underperformance has continued and a reasonable period to improve have been given, and the employee, having had the opportunity to improve their performance, and has failed to meet expectations.

## **36 TERMINATION OF EMPLOYMENT**

### **36.1 Notice of Termination by the Employer**

- (a) Subject to paragraphs (b), (c) and (d) below, at the time of termination the Employer must provide the following periods of notice to all Employees other than casuals:

Period of Continuous Service	Minimum Period of Notice
Not more than 1 year	1 week
1 and less than 3 years	2 weeks
3 and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) An Employee over 45 years of age is entitled to one extra weeks' notice if the Employee has completed at least two years of continuous service.
- (c) Casuals are to be given notice to the end of their current shift worked with a minimum of two hours paid.
- (d) Payment in lieu of notice prescribed above shall be made if the appropriate notice period is not to be worked.
- (e) Where the 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.

## **37. LABOUR FLEXIBILITY AND MIXED FUNCTIONS**

- 37.1 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training
- 37.2 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided the employee possesses the relevant skills and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be facilitated.
- 37.3 Any direction issued by the employer pursuant to sub-clauses 37.1 and/or 37.2 shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees, and the employer's duty of care to residents and/or clients.
- 37.4 Where an employer has decided there is no longer a requirement for a Clinical Manager or Clinical Nurse Educator to be appointed in a workplace, the employer shall ensure that the workload previously performed by that nurse manager is adequately allocated to other management employees, and that the workloads of all other nurses on the nursing care roster within that workplace will remain consistent with their substantive role, duties and classifications.

## **38 WORKPLACE HEALTH AND SAFETY**

- 38.1 The parties to this Agreement are committed to ensuring that the workplace is safe from risks arising from matters including, but not limited to, manual handling, workplace bullying and occupational violence. These risks shall be reduced or eliminated by the use of policies, guidelines and training.



## **39. WORKLOAD MANAGEMENT**

- 39.1 The parties to this agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employee/s and the quality of resident/client care
- 39.2 The Employer is committed to ensuring that staffing levels are appropriate, thus ensuring the delivery of high quality resident care and keeping within the accreditation principles which take into account the level of care appropriate for the assessed needs of the resident.
- 39.3 Should any Employee feel that their workloads are unreasonably heavy on a regular basis, then they have a responsibility to discuss their concerns with their Manager. The employer reserves the right to decide whether the workload is excessive or not

## **40. SUPERANNUATION**

- 40.1 The employer will make superannuation contributions into an approved Superannuation Fund nominated by the employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time. An approved fund must offer a "My Super" product. An 'approved fund' means:
- (a) Aware Super (formerly known as First State Super)
  - (b) Health Employees' Superannuation Trust Australia (H.E.S.T.A.); or
  - (c) any agreed complying superannuation fund, provided that the employer shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of agreement.
- 40.2 An employee will nominate one approved fund to which all statutory superannuation contributions shall be paid.
- 40.3 Should an employee fail to nominate a fund, the employer will choose one of the above approved funds as the default fund into which contributions shall be paid under this Agreement.
- 40.4 The superannuation contributions will be paid at ordinary pay, which for the purpose of this Agreement includes ordinary time worked on public holidays and public holiday loadings.
- 40.5 **Contributions**
- The employer shall make, in respect of qualified employees, superannuation contributions into an approved fund on a monthly basis. With respect to casual employees, contributions shall be remitted at least quarterly.
- 40.6 **Salary Sacrifice to Superannuation**
- (a) An employee can elect to sacrifice a portion of salary to superannuation. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.
  - (b) Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars). This will give the effect of reducing the taxable income by the amount for salary sacrifice.

- (c) Employers will not use any amount that is salary sacrificed by an employee to count towards the employer's obligation to pay contributions under the SG legislation.
- (d) Contributions payable by the employer in relation to the SG legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
- (e) Any additional superannuation contributions made in accordance with this clause shall be paid into the same superannuation fund that receives the employer's SG contributions.
- (f) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount

#### **41. ATTENDANCE AT MEETINGS**

Wherever possible, the employer will hold meetings within the employee's ordinary hours. Any employee required by the employer to attend meetings outside the employee's ordinary hours shall be entitled to receive the applicable rate of pay for the minimum engagement or actual time spent in attendance at such meetings, whichever is greater. In lieu of receiving payment, employees may, with the agreement of the employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings.

#### **42. TRAINING**

- 42.1 Employees will be given on-going training as necessary, relevant to their roles and responsibilities. Delivery of training may be via a variety of means including but not limited to face to face, on the job and e-learning. The organisation will facilitate access to the appropriate resources to undertake the training provided and the skills necessary to utilise those resources.
- 42.2 Each employee shall provide to the employer details of their attendance at training and the employer shall keep a record of this attendance.
- 42.3 Upon termination of the employee's employment the employer shall provide to the employee a written statement of the hours of training attended by the employee.
- 42.4 Where practicable, such training shall be provided to employees during their normal rostered hours of work. Where this is not practicable:
  - (a) Employees shall attend training outside their normal rostered working hours when required to do so by the employer;
  - (b) The employer shall provide employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours;
  - (c) Any employee required to attend training outside the employee's normal rostered working hours, shall be paid the applicable rate for the minimum engagement or actual time spent in attendance at training, whichever is greater.
  - (d) The employer requiring an employee to attend training shall also pay to the employee ordinary pay for time travelling to and from a period of training referred

to in sub-clause (c) that is in excess of the time normally taken for that employee to attend work.

- (e) When receiving travelling time as set out in sub-clause (d), an employee using their own vehicle for attendance at such training shall be paid the per kilometre allowance set out in Schedule B.
- (f) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time employees to have at least eight or ten hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in Clause 13.3 - Hours of Work. Where practicable, similar arrangements should also be made available to all other employees.
- (g) Any training undertaken by an employee that occurs at a workplace is not intended to replace or supplement staffing levels.
- (h) Where voluntary training occurs within the applicable breaks between shifts, that time will be paid at ordinary rates only.
- (i) Participation in assigned eLearning modules shall be paid for the recommended timing or 15 minutes per subject sub-unit (however described) whichever is the higher.

#### **43. CONTINUING PROFESSIONAL DEVELOPMENT (CPD)**

- 43.1 The employer commits to the professional development of employees where it is within the scope of the employee's role and is deemed to meet the needs of the employer.
- 43.2 The employer will assist to facilitate access to professional development opportunities by allowing flexibility of rostering and applications for leave. Where such professional development is reasonable, approval will be subject to the operational needs of the facility.

#### **44. AMENITIES**

- 44.1 The minimum standards as set out in all relevant Workplace Health and Safety legislation shall be met in the provision of amenities to employees.

#### **45. INSPECTION OF LOCKERS**

Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable, such inspection may be carried out in the absence of the employee by an officer of the employer and an employee representative where practicable, otherwise by any two officers appointed by the employer for that purpose.

#### **46. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

- 46.1 Despite anything else in this Agreement, the employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
  - (a) arrangements for when work is performed; or
  - (b) overtime rates; or

- (c) penalty rates; or
  - (d) allowances; or
  - (e) annual leave loading.
- 46.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 46.3 An agreement may only be made after the individual employee has commenced employment with the employer.
- 46.4 An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
  - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 46.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 46.6 An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
  - (b) identify the Agreement term, or Agreement terms, the application of which is to be varied; and
  - (c) set out how the application of the Agreement term, or each Agreement term, is varied; and
  - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
  - (e) state the date the agreement is to start.
- 46.7 An agreement must be:
- (a) in writing; and
  - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 46.8 Except as provided in clause 46.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 46.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 46.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 46.11 An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
  - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

Note: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this Agreement and the arrangement does not meet a requirement set out in s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the Act).

- 46.12 An agreement terminated as mentioned in clause 46.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 46.13 The right to make an agreement under clause 46 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

## **47. DISPUTE RESOLUTION PROCEDURES**

- 47.1 This clause sets out the procedures to be followed if a dispute arises about a matter under this Agreement or in relation to the NES.
- 47.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 47.3 If the dispute is not resolved through discussion as mentioned above, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 47.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under this clause, a party to the dispute may refer it to the Fair Work Commission.
- 47.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 47.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.
- 47.7 The parties agree that Disputes over workloads (Clause 39), may only be subject to Arbitration with the consent of all parties
- 47.8 While procedures are being followed under this clause in relation to a dispute:
- (a) work must continue in accordance with this Agreement and the Act; and
  - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 47.9 An employee who is a party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 47.
- 47.10 Clause 47.8 is subject to any applicable Workplace Health and Safety legislation.

#### **48. UNION DELEGATES**

- 48.1 The employer recognises the right of all employees to join a union, to access meaningful union representation, to participate collectively in workplace issues, and to collectively bargain through their union.
- 48.2 The employer will recognise one delegate from each union, upon receipt of written notification from each of the respective Unions, a delegate will be released from work to attend union business in accordance with the following:
- (a) up to 5 days per calendar year to attend training facilitated by the Union to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment;
  - (b) up to 3 days leave to attend either: The New South Wales Nurses and Midwives' Association Annual Conference; or the HSU New South Wales Branch Annual Conference;
  - (c) a minimum of 4 weeks' written notice, or less by agreement, must be provided to the employer of a request to attend such union business. The notice must specify the time and nature of the union business; and
  - (d) subject to operational requirements an employer shall not unreasonably refuse such a request.
- 48.3 A delegate may access leave without pay, Annual Leave or Long Service Leave, for the purposes of attending such training.
- 48.4 A delegate will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where requested and available) for the purpose of carrying out their work as a delegate.

**EXECUTION:**

**SIGNING CLAUSE**

DATED this 25<sup>th</sup> day of January 2021

I declare that I am authorised to sign this Agreement on behalf of the Employer



Signature on behalf of Blue Wave Living

CATHERINE ALLEN  
Print Name

OPERATIONS MANAGER  
Position

6 KATHLEEN STREET WOL WOL  
Address

**SIGNING CLAUSE**

DATED this 25<sup>th</sup> day of January 2021

I declare that I am an Employee of BlueWave Living Home and that my employment will be covered by the terms of the *BlueWave Living Home Enterprise Agreement 2020-2023*.

  
Signature

CHRISTINE EADES  
Print Name

ADMINISTRATION  
Position

6 KATHLEEN STREET WOL WOL  
Address

## SCHEDULE A - EMPLOYMENT CLASSIFICATIONS AND DEFINITIONS

This Schedule contains the following employment classifications and definitions:

### I. GENERAL EMPLOYMENT CLASSIFICATIONS

### II. NURSES' EMPLOYMENT CLASSIFICATIONS

Higher Levels are expected to perform work at a lower level as required from time to time.

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### I. GENERAL EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

#### 1. CARE SERVICE EMPLOYEES

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

**Care Stream:** Carry out simple tasks under supervision to assist a higher grade Care Service Employee attending to the personal needs of residents.

**Support Stream:** General assistance to higher grade employees in the full range of domestic duties.

**Maintenance Stream:** General labouring assistance to higher grade employees in the full range of gardening and maintenance duties.

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

**Care Stream:** Provide assistance to residents in carrying out simple personal care tasks which shall include but not be limited to: supervise daily hygiene e.g. assisting with showers or baths, shaving, lay out clothes and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; assist with meals. Under direct supervision, provide assistance to a higher Grade Care Service Employee in attending to the personal care needs of a resident.

**Support Stream:** Performance of the full range of Domestic duties including but not limited to: general cleaning of accommodation, food service, and general areas; general waiting, table service and clearing duties; assistance in the preparation of food, including the cooking and/or preparation of light refreshments; all laundry duties.



### 1.3 Care Service Employee Grade 2 means

- (a) **Level One.** An employee with 500 hours' work experience in the industry who works individually or in a team environment, or who has or can demonstrate relevant prior work experience, acceptable to the employer, which enables the employee to work effectively at this level. An employee who works individually or in a team environment is responsible for the quality of their own work and works under limited direct and/or indirect supervision, including compliance with documentation requirements as determined by the employer.

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

**Care Stream:** Provide a wide range of personal care services to residents, in accordance with Commonwealth and State Legislative requirements, and in accordance with the resident's Care Plan, including:

- assist and support residents with medication utilising dose administration aids;
  - simple wound dressing;
  - Implementation of continence programs as identified in the Care Plans;
  - attend to routine urinalysis, blood pressure, temperature and pulse checks;
  - attend to blood sugar level checks etc. and assist and support diabetic residents in the management of their insulin and diet, recognising the signs of both hyper and hypo-glycaemia;
  - recognise, report and respond appropriately to changes in the condition of residents, within the skills and competence of the employee and the policies and procedures of the organisation;
  - assist in the development and implementation of resident care plans;
  - assist in the development and implementation of programs of activities for residents, under the supervision of a Care Service Employee Grade 3 or above, or a Diversional Therapist.
- (b) **Level Two.** An employee will be entitled to progress to the Level Two rate for all hours and duties performed in the care stream in accordance with the following conditions. The employee must:
- be employed as a CSE 2;
  - have worked in the Care Stream for a minimum of 2 years; and
  - possess a Certificate III in Individual Support or a Certificate III in a similar field acceptable to the employer.

**1.4 Care Service Employee Grade 3** means an employee who holds either a Certificate Level III in Individual Support or other appropriate Qualifications/Experience acceptable to the employer and:

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

An employee who holds appropriate Trade Qualifications and is required to act on them. Employees at this level may be required to plan, direct, and train other employees and comply with documentation requirements as determined by the employer and assist in the development of budgets. **Indicative tasks** an employee at this level may perform are as follows:

**Care Stream:** Coordinate and direct the work of employees. Schedule work programs on a routine and regular basis. Develop and implement programs of activities for residents. Develop resident care plans.

**Support Stream:** Responsible for the planning, ordering and preparing of all meals. Responsible for the provision of domestic services. Schedule work programs on a routine and regular basis. Coordinate and direct the work of employees. Drive a Minibus or Larger Vehicle.

### 1.5 Care Service Employee Grade 4 means:

(a) **Level One:** An employee who holds a Certificate IV in Ageing Support (CHC43015) or other appropriate qualifications/experience acceptable to the employer is required to act on them and:

- is designated by the employer as having the responsibility for leading and/or supervising the work of others in excess of that required for a CSE 3; and
- is required to work individually with minimal supervision.

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

**Care Stream:** Overall responsibility for the provision of personal care to residents. Coordinate and direct the work of other employees. Schedule work programs.

**Support Stream:** Coordinate and direct the work of employees involved with the preparation and delivery of food. Schedule work programs.

**Maintenance Stream:** Coordinate and direct the work of employees performing gardening duties. Schedule gardening work programs. Where required, let routine service contracts associated with gardening.

(b) **Level Two:** An employee who is:

- qualified with a Certificate III in Individual Support
  - qualified with a Certificate IV in Ageing Support
  - qualified with the medication competency “Administer and Monitor Medications”; and,
  - who is rostered to deliver medication to residents in a residential aged care facility
- Employees at this level may be required to perform the duties of a CSE 4 - Level 1.

### 1.6 Care Service Employee Grade 5

This grade shall only apply to employees having responsibility for supervision of care service. An employee who may be required to have and use any additional qualifications than would be required for a grade 4 employee. Employees at this level may be required to exercise any/all

managerial functions in relation to the operation of the care service and comply with documentation requirements as determined by the employer

### 1.7 Other

**“Catering Officer”** means a person who is responsible for catering services.

**“Maintenance Supervisor”** means an employee who has trade qualifications and has overall responsibility for maintenance at the place of employment and may be required to supervise other maintenance works or employees.

## 3. CLERICAL & ADMINISTRATIVE EMPLOYEES

- 3.1 **Definition:** The classification criteria in this schedule provides guidelines to determine the appropriate classification level of persons employed pursuant to this agreement. In determining the appropriate level, consideration must be given to both the characteristics and typical duties/skills.

The characteristics are the primary guide to classification as they indicate the level of basic knowledge, comprehension of issues, problems and procedures required and the level of supervision or accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required.

The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.

The key issue to be looked at in properly classifying an employee is the level of competency and skill that the employee is required to exercise in the work they perform, not the duties they perform per se. It will be noted that some typical duties/skills appear in more than one level, however when assigning a classification to an employee this needs to be done by reference to the specific characteristics of the level. For example, whilst word processing and copy typing are first specifically mentioned at Level 2 in terms of typical duty/skill, it does not mean that as soon as an employee operates a word processor or typewriter they automatically become Level 2. They would achieve a Level 2 classification when they have achieved the level of skill and competency envisaged by the characteristics and the relevant indicative duty(ies)/skill(s) of a Level 2. Level 1 in this structure is to be viewed as the level at which employees learn and gain competence in the basic clerical skills required by the employer, which in most cases would lead to progression through the classification structure as their competency and skills increase and are utilised.

- 3.2 **Grades:** All employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.
- 3.3 An employee shall be graded in the grade where the principal function of their employment, as determined by the employer, is of a clerical nature and is described in this clause.

### 3.4 Clerical & Administrative Employee Grade 1

- (a) The employee may work under direct supervision with regular checking of progress.
- (b) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
- (c) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.
- (d) Indicative tasks an employee at this level may perform are as follows:

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

**Communication:** Receive and relay oral and written messages; complete simple forms.

**Enterprise:** Identify key functions and personnel; apply office procedures.

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

**Organisational:** Plan and organise a personal daily work routine.

**Team:** Complete allocated tasks.

**Business Financial:** Record petty cash transactions; prepare banking documents; prepare business source documents.

### 3.5 Clerical & Administrative Employee Grade 2

- (a) The employee may work under routine supervision with intermittent checking.
- (b) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (c) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.
- (d) Indicative tasks an employee at this level may perform are as follows:

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

**Communication:** Respond to incoming telephone calls; make telephone calls; draft simple correspondence.

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

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

**Organisational:** Organise own work schedule; know roles and functions of other employees.

**Team:** Participate in identifying tasks for team; complete own tasks; assist others to complete tasks.

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

### 3.6 Clerical & Administrative Employee Grade 3

- (a) The employee may work under limited supervision with checking related to overall progress.
- (b) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (c) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.
- (d) Indicative tasks an employee at this level may perform are as follows:

**Information Handling:** Prepare new files; identify and process inactive files; record documentation movements.

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

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

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

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

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

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

### 3.7 Clerical & Administrative Employee Grade 4

- (a) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- (b) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- (c) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.
- (d) Indicative tasks an employee at this level may perform are as follows:

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

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

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

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

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

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

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

### **3.8 Clerical & Administrative Employee Grade 5**

- (a) The employee may be supervised by professional employees and may be responsible for the planning and management of the work of others.
- (b) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- (c) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.
- (d) Indicative tasks an employee at this level may perform are as follows:

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

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

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

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

**Organisational:** Organise meetings; plan and organise conference.

**Team:** Draft job vacancy advertisement; assist in the selection of employees'; plan and allocate work for the team; monitor team performance; organise training for team.

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

## II. NURSES' EMPLOYMENT CLASSIFICATIONS AND DEFINITIONS

The following employment classifications and definitions apply to this Agreement:

### **Executive Care Manager**

The Executive Care Manager means a registered nurse who is appointed in accordance with the requirements of the Public Health Act 2010 as being responsible for the overall care of the residents of the nursing home. The Executive Care Manager must hold minimum necessary qualifications as required by the Public Health (General) Regulation 2002.

**Clinical Manager** means a registered nurse appointed to assist the Executive Care Manager in the management of a Nursing Home and take a shared responsibility for the clinical care of residents when the employer deems that assistance is required.

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

**Enrolled Nurse (with Notation)** means an Enrolled Nurse registered by the Board as an Enrolled Nurse with the notation "*does not hold a Board Approved qualification in medicines administration*". An Enrolled Nurse with notation performs the duties and has the skills of an Enrolled Nurse however is **not authorised to administer medication**.

**Enrolled Nurse (EN)** means a nurse enrolled with the Board and is authorised to administer medications. An Enrolled Nurse may be required to lead and/or supervise the work of others.

**Registered Nurse (RN)** means a person registered by the **Board** as such.

## SCHEDULE B - PAY, OTHER RATES AND ALLOWANCES

<b>Table 1 - Rates of Pay</b>		2.00%	2.25%	2.25%
	Per Week	Per Week	Per Week	Per Week
<b>Classification</b>	<b>Current</b>	<b>On operation</b>	<b>1/07/2021</b>	<b>1/07/2022</b>
<b>EN (with notation -not authorised to administer medication)</b>	\$1,081.86	\$1,103.50	\$1,128.33	\$1,153.71

### **EN (authorised to administer medications by all routes)**

Pay Point 1	\$1,081.86	\$1,103.50	\$1,128.33	\$1,153.71
Pay Point 2	\$1,109.60	\$1,131.79	\$1,157.26	\$1,183.30
Pay Point 3	\$1,135.82	\$1,158.54	\$1,184.60	\$1,211.26
Pay Point 4 and thereafter	\$1,162.80	\$1,186.06	\$1,212.74	\$1,240.03

### **Registered Nurse Level 1**

Pay Point 1	\$1,248.30	\$1,273.27	\$1,301.91	\$1,331.21
Pay Point 2	\$1,325.06	\$1,351.56	\$1,381.97	\$1,413.07
Pay Point 3	\$1,405.24	\$1,433.34	\$1,465.60	\$1,498.57
Pay Point 4	\$1,491.12	\$1,520.94	\$1,555.16	\$1,590.15
Pay Point 5	\$1,581.94	\$1,613.58	\$1,649.88	\$1,687.01
Pay Point 6	\$1,629.44	\$1,662.03	\$1,699.42	\$1,737.66
Pay Point 7	\$1,678.46	\$1,712.03	\$1,750.55	\$1,789.94
Pay Point 8	\$1,729.00	\$1,763.58	\$1,803.26	\$1,843.83

<b>Clinical Nurse Educator</b>	\$1,646.92	\$1,679.86	\$1,717.66	\$1,756.30
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<b>Clinical Manager</b>	\$1,972.58	\$2,012.03	\$2,057.30	\$2,103.59
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<b>The Executive Care Manager</b>	\$2,337.00	\$2,383.74	\$2,437.37	\$2,492.22
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	Per Week	2.00% Per Week	2.25% Per Week	2.25% Per Week
<b>Classification</b>	<b>Current</b>	<b>On Operation</b>	<b>1/07/2021</b>	<b>1/07/2022</b>

### Care Service Employees

New Entrant Cert 3 (less than 500 hours industry experience)	\$796.86	\$820.00	\$838.45	\$857.32
Grade 1 Cert 3 (more than 500 hours industry experience). Kitchen and laundry staff.	\$835.24	\$860.00	\$879.35	\$892.54

#### Grade 2

Level 1	\$888.06	\$905.82	\$926.20	\$940.10
Level 2	\$907.06	\$925.20	\$946.02	\$960.21
Grade 3	\$943.16	\$962.02	\$983.67	\$998.42

#### Grade 4

Level 1	\$993.70	\$1,013.57	\$1,036.38	\$1,051.93
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#### Level 2

Pay Point 1	\$1,109.98	\$1,132.18	\$1,157.65	\$1,175.02
Pay Point 2	\$1,135.82	\$1,158.54	\$1,184.60	\$1,202.37
Pay Point 3	\$1,162.80	\$1,186.06	\$1,212.74	\$1,230.93

#### Grade 5\*

From	\$1,154.82	\$1,177.92	\$1,204.42	\$1,222.49
To	\$1,719.88	\$1,754.28	\$1,793.75	\$1,820.66

### General Services Employees

Maintenance / Handyman (Unqualified)	\$835.24	\$851.94	\$871.11	\$884.18
Maintenance / Handyman (Trade qual)	\$986.48	\$1,006.21	\$1,028.85	\$1,044.28
Maintenance Supervisor	\$1,008.52	\$1,028.69	\$1,051.84	\$1,067.61
Maintenance Supervisor - in charge of staff	\$1,071.98	\$1,093.42	\$1,118.02	\$1,134.79

### Catering Officers

#### Trainee Catering Officers

Pay Point 1	\$869.82	\$887.22	\$907.18	\$920.79
Pay Point 2	\$885.78	\$903.50	\$923.82	\$937.68
Pay Point 3	\$904.40	\$922.49	\$943.24	\$957.39

#### Assistant Catering Officers

80-120 beds	\$952.28	\$971.33	\$993.18	\$1,008.08
121-300 beds	\$975.08	\$994.58	\$1,016.96	\$1,032.21

	Per Week	Per Week	Per Week	Per Week
<b>Classification</b>	<b>Current</b>	<b>On Operation</b>	<b>1/07/2021</b>	<b>1/07/2022</b>

**Catering Officer**

80-120 beds	\$1,019.54	\$1,039.93	\$1,063.33	\$1,079.28
121-200 beds	\$1,048.42	\$1,069.39	\$1,093.45	\$1,109.85

**Clerical & Administrative Employees:**

Grade 1	\$902.88	\$920.94	\$941.66	\$955.78
Grade 2	\$957.98	\$977.14	\$999.13	\$1,014.11
Grade 3	\$1,015.36	\$1,035.67	\$1,058.97	\$1,074.85
Grade 4	\$1,062.48	\$1,083.73	\$1,108.11	\$1,124.74
Grade 5	\$1,111.88	\$1,134.12	\$1,159.64	\$1,177.03

**Nurse Specific Allowances**

	Per event	Per event	Per event	Per event
Continuing education allowance: RN PG Cert	\$18.08	\$19.10	\$19.53	\$19.97
Continuing education allowance: RN PG Dip or Degree	\$30.12	\$31.83	\$32.55	\$33.28
Continuing education allowance: RN Masters or PhD	\$36.13	\$38.20	\$39.06	\$39.94
Continuing education allowance: EN	\$12.04	\$12.73	\$13.02	\$13.31

On call	\$22.51			
On call Monday to Friday	\$22.51	\$25.47	\$26.04	\$26.62
On call ADO , RDO, Pub Hol & Weekends	\$22.51	\$40.55	\$41.46	\$42.39

In charge of residential aged care facility less than 100 beds	\$25.25	\$25.76	\$26.33	\$26.93
In charge of residential aged care facility, 100 beds or more	\$40.66	\$41.47	\$42.41	\$43.36

**Common Allowances**

**Uniform – lesser of:**

Per day		\$2.41	\$2.41	\$2.41
Per week	\$12.07	\$12.07	\$12.07	\$12.07

**Laundry – lesser of:**

Per day		\$1.17	\$1.19	\$1.21
Per week	\$5.72	\$5.83	\$5.97	\$6.06

**Vehicle: Per Kilometre**

35 PMU and over		\$0.80	\$0.82	\$0.83
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**Meals**

After 2 hours overtime		13.56	\$13.87	\$14.07
After 4 hours overtime		12.23	\$12.51	\$12.69
On Call meal break	12.18	12.23	\$12.51	\$12.69

**IN THE FAIR WORK COMMISSION**

**FWC Matter no:**

AG2021/184

**Applicant**

BlueWave Living

**UNDERTAKING SECTION 190**

I, Catherine Jean Allen, Operations Manager of BlueWave Living, give the following undertakings with respect to the *BlueWave Living Enterprise Agreement 2021-2023* (the Agreement):

1. I have the authority given to me by Blue Wave Living to provide this undertaking in relation to this Application before the Fair Work Commission.
2. Blue Wave Living undertakes that for clarity, in regard to clause 13.3 (a), the ordinary hours of work are between 6.00 am and 6.00 pm Monday to Friday.
3. BlueWave Living undertakes that for clarity, in regard to clause 16.1 (a) (ii), for full-time non-nursing employees, the maximum shift is eight hours on a day shift or 10 hours on a night shift.



Signature

1.3.2021

Date