



# DECISION

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

**Booroongen Djugun Limited T/A Booroongen Djugun Aged Care Facility**  
(AG2017/6277)

## **BOOROONGEN DJUGUN AGED CARE FACILITY, NSWNMA AND HSU NSW ENTERPRISE AGREEMENT 2017--2020**

Aged care industry

COMMISSIONER SAUNDERS

NEWCASTLE, 22 JANUARY 2018

*Application for approval of the Booroongen Djugun Aged Facility, NSWNMA and HSU NSW Enterprise Agreement 2017 - 2020.*

[1] An application has been made for approval of an enterprise agreement known as the *Booroongen Djugun Aged Care Facility, NSWNMA and HSU NSW Enterprise Agreement 2017 - 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Booroongen Djugun Limited T/A Booroongen Djugun Aged Care Facility. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (the Undertakings). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

[5] Subject to the Undertakings, 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.

[6] 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) I note that the Agreement covers the organisations.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 29 January 2018. The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE427034 PR599708>

## Annexure A

### IN THE FAIR WORK COMMISSION

FWC MATTER No:

[AG2017/6277]

**Applicant:**

Booroongen Djugun Limited

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Gary Morris, Chief Executive Officer, Booroongen Djugun Limited (**Facility**), give the following undertakings with respect to *The Booroongen Djugun Aged Care Facility, NSWMA and HSU NSW Enterprise Agreement 2017 – 2020* (**Agreement**):

1. I have the authority given to me by the board of the Facility to provide these undertakings with respect to the application before the Fair Work Commission (**Commission**).

Abandonment of Employment

2. Notwithstanding clause 34.12 of the Agreement, if an employee's employment is terminated at the employer's initiative, the employer shall provide notice of termination in accordance with the National Employment Standards (**NES**).

Grade 4 and 5 Clerical Admin employees (Junior <21 years)

At the time of the making of this undertaking, the Facility does not employ anyone in the category of Junior <21 years as a Grade 4 or 5 Clerical Admin.

In the event that the Facility does employ anyone in the category of Junior <21 years as a Grade 4 or 5 Clerical Admin in the future (over the course of the life of the Agreement); the Facility gives the following undertakings:

Maximum Shift Length

3. Notwithstanding Clause 14.2 of the Agreement, junior employees under the age of 21 engaged as Grade 4 or 5 Clerical Admin employees will not be required to perform day shifts of greater than 8 hours.

Saturday Overtime Penalty


4. Notwithstanding Clause 17.2 of the agreement, junior employees under the age of 21 engaged as grade 4 or 5 clerical admin employees will be entitled to overtime at the rate of double time for all overtime worked on a Saturday.

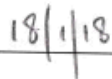
Casual Loading and overtime


5. Notwithstanding Clause 12.2(b) of the Agreement, junior employees under the age of 21 engaged as grade 4 or 5 clerical admin employees on a casual basis shall be entitled to the applicable casual loading in addition to overtime rates.

These undertakings are provided in response to the queries raised by the Commission in the application before the Commission.



  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
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 the agreement.

**Booroongen Djugun Aged Care  
Facility,  
NSWNMA and HSU NSW  
Enterprise Agreement  
2017 - 2020**

## CONTENTS

<b>PART 1 - PRELIMINARIES .....</b>	<b>4</b>
1. INTRODUCTION.....	4
2. TITLE .....	4
3. PARTIES BOUND .....	4
4. COMMENCEMENT .....	4
5 EXPIRY .....	4
6. DEFINITIONS.....	4
7. COMPLETE AGREEMENT.....	5
8. AGREEMENT FLEXIBILITY .....	6
9. NATIONAL EMPLOYMENT STANDARDS .....	7
10. AVAILABILITY OF AGREEMENT.....	7
<b>PART 2 - ENGAGEMENT.....</b>	<b>7</b>
11. EMPLOYEE ENGAGEMENT.....	7
12. PAY AND PAYMENT .....	11
13. REMUNERATION PACKAGING .....	13
14. HOURS.....	14
15. ROSTERS .....	17
16. BREAKS.....	18
17. OVERTIME .....	19
18. SHIFT AND WEEKEND WORK .....	21
19. PUBLIC HOLIDAYS .....	21
20. ALLOWANCES.....	23
<b>PART 3 - LEAVE.....</b>	<b>29</b>
21. ANNUAL LEAVE .....	29
22. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE.....	31
23. COMMUNITY SERVICE LEAVE .....	34
24. PARENTAL LEAVE.....	35
25. LONG SERVICE LEAVE.....	35
26. REPATRIATION LEAVE.....	37
27. LEAVE WITHOUT PAY .....	37
28. CEREMONIAL LEAVE.....	38
29. NATURAL DISASTER LEAVE .....	38
30. FAMILY AND DOMESTIC VIOLENCE .....	38
<b>PART 4 - OTHER PROVISIONS.....</b>	<b>39</b>
31. CONSULTATION.....	39
32. REDUNDANCY.....	41
33. DISCIPLINARY MATTERS.....	42

34	TERMINATION OF EMPLOYMENT .....	42
35.	LABOUR FLEXIBILITY AND MIXED FUNCTIONS .....	44
36.	WORKLOAD MANAGEMENT.....	44
37.	SUPERANNUATION .....	45
38.	ATTENDANCE AT MEETINGS .....	46
39.	TRAINING .....	46
40.	CONTINUING PROFESSIONAL DEVELOPMENT (CPD) .....	47
41.	AMENITIES .....	47
42.	INSPECTION OF LOCKERS .....	48
43.	REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS .....	48
44.	GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES.....	49
45.	BULLYING & HARASSMENT .....	49
46.	UNION DELEGATES .....	50
	SCHEDULE A - EMPLOYMENT CLASSIFICATIONS .....	54
	SCHEDULE B - PAY, OTHER RATES AND ALLOWANCES.....	63
	SCHEDULE C - SUPPORTED WAGE SYSTEM .....	71
	SCHEDULE D - NATIONAL TRAINING WAGE NON-NURSING EMPLOYEES .....	74
	APPENDIX D1 - ALLOCATION OF TRAINEESHIPS TO WAGE LEVELS.....	81
	SCHEDULE E - SCHOOL-BASED APPRENTICES.....	85

## **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.
- (b) The employer will formally advise the Unions when the Agreement is made in order for the Unions to apply under section 183 of the *Fair Work Act 2009* to be covered by the agreement.
- (c) It is the intention of this Agreement that the Unions will be covered by this Agreement.

### **2. TITLE**

This Agreement shall be known as the Booroongen Djugun Aged Care Facility, NSWNMA and HSU NSW Enterprise Agreement 2017 - 2020 and throughout is referred to as "this Agreement".

### **3. PARTIES BOUND**

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

- (a) Booroongen Djugun Limited;
- (b) Health Services Union
- (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).

### **5 EXPIRY**

This Agreement shall have a nominal expiry date of 30 June 2020.

### **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).

**Base rate of pay** (refer to section 16 of the Act) means a rate of pay 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.

**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.

**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** means:

- (a) a spouse, a former spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or a former spouse or de facto partner of the employee.

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

**Ordinary Pay** includes: the base rate of pay; any applicable over-agreement payments for ordinary hours of work; and Climatic & Isolation Allowance. It does not include, shift or weekend penalties.

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

**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 8 - Agreement Flexibility, 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. AGREEMENT FLEXIBILITY**

- 8.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- 8.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
  - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 8.3 The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- 8.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days' written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing—at any time.

## **9. NATIONAL EMPLOYMENT STANDARDS**

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 Clauses 9.3 and 9.4 will not apply with respect to:
- (a) Schedule B - Pay, Other Rates and Allowances; and
  - (b) Clause 22.2 - Paid Personal/Carer's Leave.

## **10. 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**

### **11. EMPLOYEE ENGAGEMENT**

#### **11.1 Minimum Employment Period:**

- (a) Employees (other than casual employees) will be on a period of probation for the first 6-months of employment (12-months for small business) for the purpose of determining the employee's suitability for ongoing employment.
- (b) At any time during the probation period, the employer or the employee can terminate the employment by providing written notice in accordance with clause 34 – Termination of Employment.
- (c) Employees will not be protected from unfair dismissal where they are terminated within the probation period ending at the earlier of:
  - (i) the time when the person is given notice of the dismissal; or
  - (ii) immediately before the dismissal

11.2 **Full-time Employees:** A full-time employee is one engaged as such and whose ordinary hours of work average 38 hours per week.

11.3 **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 14 - Hours.
- (d) **Review of Part-time Hours:** At the request of an employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their guaranteed minimum number of hours then such hours shall be adjusted by the employer, and recorded in writing to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
  - (i)
    - (A) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and
    - (B) if the increase in hours is due to a temporary increase in hours, for example, due to the specific needs of a resident or client.
- (e) Any adjusted guaranteed minimum number of hours resulting from a review identified in sub-clause 11.3(d) should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

11.4 **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.
- (b) Casual Conversion
  - (i) A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
    - (A) on a full-time contract where the employee has worked on a full-time basis throughout the period of casual employment; or
    - (B) on a part-time contract where the employee has worked on a part-time basis throughout the period of casual employment.
  - (ii) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request. Such contract would generally be on the basis of the same number of hours as previously worked, subject to the following:
  - (iii) The hours worked in the following circumstances will not be incorporated in a consent and conversion:

- (A) where the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and/or
- (B) where the increase in hours is due to a temporary increase in hours, for example, due to the specific needs of a resident or client.
- (iv) The guaranteed minimum number of hours resulting from a casual conversion should reflect roster cycles and shift configurations utilised in the workplace.
- (v) Casual conversion will not apply where a casual has covered absences of permanent employees that are expected to return to work.

#### **11.5 Apprentices:**

- (a) In addition to the above categories, employees may be engaged as apprentices.
- (b) Apprentice means an employee who is serving a period of training under a training contract for the purpose of rendering him or her fit to be a qualified worker in the industry.
- (c) No apprentice shall be permitted or required to perform work which would prevent the apprentice from attending classes at his or her relevant training establishment.

#### **11.6 Trainees:**

Trainees shall be employed in accordance with the provisions set out in Schedule D to this Agreement. The rates contained in Schedule D will move in accordance with changes to the Trainee rates in the Aged Care Award 2010 as they vary from time to time.

#### **11.7 Supported Wage**

- (a) 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 Schedule C to this Agreement. The minimum rates and percentages contained in Schedule C will move in accordance with changes to the Supported Wage provisions in the Aged Care Award 2010 as they vary from time to time.

#### **11.8 Recognition of Service and 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, in the absence of other documentary evidence, may take the form of a statutory declaration.
- (b) Until such time as the employee furnishes any such documentation contemplated in sub-clause (a), the employer shall pay the employee at the level for which proof has been provided.
- (c) If within three months of commencing employment an employee does provide documentary evidence of other previous relevant service or experience not disclosed at the time of commencement, the employer shall pay the employee at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.

- (d) If an employee provides documentary evidence of other previous relevant service or experience not disclosed at the time of commencement after the said 3-months period, the employee shall be paid a rate appropriate for the previous relevant service or experience then proved, but only from the date of providing that evidence to the employer.
- (e) 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.
- (f) An employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide proof of that entitlement within 3-months of that entitlement arising. If that proof is so provided, the employee shall be paid at the higher rate as and from the date they were entitled to progress to the next year of service or experience. If the proof is provided outside that three-month period, the employee shall be paid at the higher rate only from the date that proof is provided.
- (g) A registered nurse or enrolled nurse who has trained outside New South Wales shall be paid as a registered nurse or enrolled nurse as from the date she or he notifies the employer in writing that she or he is eligible for registration or enrolment as a registered nurse or enrolled nurse; provided that she or he makes application for registration within 7-days after being so notified that she or he is eligible for registration.
- (h) For the purpose of yearly progression based on service and experience an employee must complete 1976 hours of work including any Annual Leave taken during the year.

#### **11.9 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)

#### **11.10 National Criminal History Record Check**

- (a) It is a condition of employment that employees, contractors and volunteers, who have, or are reasonably likely to have access to care recipients undergo a National Criminal History Record Check, commonly known as a Police Check on

commencement of employment and at any other time as directed by the employer.

- (b) All current employees are responsible to pay for the cost of renewal of Police Checks for employees required to undergo such checks.
- (c) New employees will be required to pay for and provide a copy of their Police Check before commencing employment.

## **12. PAY AND PAYMENT**

### **12.1 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.
  - (i) Notwithstanding the above, the base rate of pay for AINs will be as set out in [Table 1](#) or 3.5% higher than the AIN rates in the Nurses Award 2010, whichever is the greater.
  - (ii) The base rate of pay for nurses in [Table 1](#) is inclusive of a buy-out of one week's annual leave for all nursing classifications which equates to 1.92% of the base rate of pay.
- (b) Full-Time Employees have the benefit of all of the other entitlements set out in this Agreement.
- (c) 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

### **12.2 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 Tables in Schedule B to this Agreement. In addition, a casual loading of 25% is payable.
- (b) Where it is expressly stated in this Agreement that overtime and public holiday payments are to be made to casual employees, such payments shall be taken to be inclusive of and not in addition to the casual loading referred to in this sub-clause.
- (c) Other penalty payments for casual employees shall be made pursuant to Clause 18 - Shift and Weekend Work.
- (d) 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.
- (e) 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.
- (f) A casual employee's entitlement to long service leave is governed by the provisions of the Long Service Leave Act 1955 (NSW).
- (g) Clauses that do not apply to casual employees include: Clause 16 - Rosters; Clause 21 - Annual Leave; Clause 26 - Repatriation Leave.

### 12.3 Apprentices

- (a) The base rates of pay in the appropriate employment classification for apprentices shall be the hourly rates of pay set out in [Table 2](#) of Schedule B to this Agreement;
- (b) No apprentice will suffer a wage reduction as a result of the introduction of this agreement. Any apprentice, immediately prior to the approval of this agreement, who was entitled to a wage rate greater than that paid under this agreement will continue to receive that higher rate until such time as the rate under this agreement exceeds the earlier rate.

### 12.4 Trainees

- (a) The base rates of pay in the appropriate employment classification for trainees shall be the hourly rates of pay set out in Schedule D to this Agreement.
- (b) The rates contained in Schedule D will move in accordance with changes to the Trainee rates in the Aged Care Award 2010 as they vary from time to time.

### 12.5 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 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.
- (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 recovery. All such deduction from wages must be authorised in writing by the employee.

### 12.6 Particulars of Wages

- (a) On pay day each employee shall be provided with a pay slip in electronic form or hardcopy which complies with the relevant provisions of the Act. (See Regulation 3.46 of the *Fair Work Regulations 2009* replicated below):
  - (i) the employer's name; and
  - (ii) the employee's name; and
  - (iii) the period to which the pay slip relates; and
  - (iv) the date on which the payment to which the pay slip relates was made; and
  - (v) the gross amount of the payment; and
  - (vi) the net amount of the payment; and



- (vii) any amount paid to the employee that is a bonus, loading, allowance, penalty rate, incentive-based payment or other separately identifiable entitlement; and
  - (viii) on and after 1 January 2010 the Australian Business Number (if any) of the employer.
- (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.
- (c) If the employee is paid at an hourly rate of pay, the pay slip must also include:
  - (i) the rate of pay for the employee's ordinary hours (however described); and
  - (ii) the number of hours in that period for which the employee was employed at that rate; and
  - (iii) the amount of the payment made at that rate.
- (d) If the employee is paid at an annual rate of pay, the pay slip must also include the rate as at the latest date to which the payment relates.
- (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 leave entitlements.

### **13. REMUNERATION PACKAGING**

- 13.1 Where agreed between the employer and an employee, the employer may introduce remuneration packaging. The terms and conditions of such a package may make provision for a salary greater than that contained in the salary band. The package overall shall not be less favourable than the entitlements otherwise available under this Agreement on a global or overall basis and shall be subject to the following provisions:
- (a) the employer shall ensure that the structure of any package complies with taxation and other relevant laws;
  - (b) the employer shall confirm in writing to the employee the classification level and the current salary payable as applicable to the employee under this Agreement;
  - (c) the employer shall advise the employee in writing of his or her right to choose payment of that salary referred to in sub-clause (b) above instead of a remuneration package;
  - (d) the employer shall advise the employee, in writing, that all Agreement conditions, other than the salary and those conditions as agreed in sub-clause (e) below shall continue to apply;

- (e) when determining the remuneration package, the non-salary fringe benefit shall be in accordance with relevant Australian Taxation Office legislation;
- (f) a copy of the agreement shall be made available to the employee;
- (g) the employee shall be entitled to inspect details of the payments made under the terms of this agreement;
- (h) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer;
- (i) where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised any unused amount shall be paid as salary which will be subject to usual taxation requirements;
- (j) remuneration packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding Fringe Benefit Tax or personal tax arrangements, and that change may impact on this agreement, all salary packaging arrangements may at the discretion of the employer be terminated. Upon termination in these circumstances the employee's rate of pay will revert to the rate of pay that applied immediately prior to a salary packaging agreement made pursuant to this clause, or the appropriate Agreement rate of pay whichever is greater;
- (k) where changes are proposed to salary packaging arrangements other than to flow on wage increases, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then the employer and/or the employee must give 3-months' notice of the proposed change;
- (l) in the event that an employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates in accordance with sub-clause (b) above. Any outstanding benefit shall be paid on or before the date of termination; and
- (m) any pay increases granted to employees under this Agreement shall also apply to employees subject to remuneration packaging arrangements within this clause.

## **14. HOURS**

### **14.1 Reasonable Additional Hours**

- (a) All hours worked over an average of 38 ordinary hours per week, will be deemed to be additional hours. 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. From time to time, full time employees may be required to work a reasonable amount of additional hours. Part time employees may be asked, but not required, to work a reasonable number of additional hours. All additional hours worked will be paid in accordance with this Agreement.
- (b) An employee may not be required to work additional hours in circumstances where the working of additional hours would result in the employee working hours which are unreasonable having regards to (refer to section 62 of the Act):
  - (i) any risk to employee health and safety from working the additional hours;
  - (ii) the employee's personal circumstances, including family responsibilities;

- (iii) the needs of the workplace or enterprise in which the employee is employed;
- (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (v) any notice given by the employer of any request or requirement to work the additional hours;
- (vi) any notice given by the employee of his or her intention to refuse to work the additional hours;
- (vii) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- (viii) the nature of the employee's role, and the employee's level of responsibility;
- (ix) whether the additional hours are in accordance with averaging terms included under section 63 in a modern award or enterprise agreement that applies to the employee, or with an averaging arrangement agreed to by the employer and employee under section 64;
- (x) any other relevant matter.

#### **14.2 Arrangement of Hours**

- (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) (i) A Director of Nursing 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.
- (ii) 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.
- (iii) A Director of Nursing shall, where practicable, inform the employer by giving not less than seven days' notice of the days he or she proposes 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.
- (h) The employer will ensure there is provision for handover between Registered Nurses at the commencement of each shift to inform of any changes to a residents' health status.

#### 14.3 Minimum Starts

The following minimum starts will apply to employees, except with respect to: Clause 33 - Disciplinary Matters; Clause 34 - Termination of Employment; Clause 38 - Attendance at Meetings; and Clause 39 - Training.

- (a) Full-time employees shall receive a minimum payment of 4-hours for each start in respect of ordinary hours of work.
- (b) Residential Care
  - (i) Part-time employees shall receive a minimum payment of 3 hours for each start, with the exception that where a part time employee works a shift attached to a sleepover the minimum start will be 2-hours.
  - (ii) Casual employees shall receive a minimum payment of 2 hours for each start.

#### 14.4 Allocated Days Off (ADO)

- (a) A full-time employee whose ordinary hours of work are arranged in accordance with sub-clause 14.2(b)(iii) shall be entitled to an ADO in each cycle of 28 days. The ordinary hours of work on each of those days shall be arranged to include a proportion of 1 hour on the basis of 0.4 of one hour for each 8-hour shift worked which shall accumulate towards the employee's allocated day off duty on pay.
- (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, unpaid parental leave, long service leave, any period of unpaid leave, annual leave or on an ADO.
- (f) Credit towards an ADO shall continue to accumulate whilst an employee is on paid personal/carers leave. Where an allocated day off duty 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

#### **14.5 Broken Shifts**

- (a) An employee may agree to work broken shifts at any time for any duration.
- (b) An employee may be required to work broken shifts only in the following circumstances:
  - (i) in an emergency – including an employee absence; or
  - (ii) up to and including a 4-week continuous period for circumstances other than those covered by subclauses 14.5(b)(i) and (ii).
    - (A) Where an employee has served a period of broken shifts in accordance with subclause (iii) the employee shall not be required to serve a further period on broken shifts until he or she has been off broken shifts for a period equivalent to the previous period on broken shifts.
- (c) A 'broken shift' for the purposes of this sub-clause means a single shift worked by an employee that includes one or more breaks other than a meal break.
- (d) Where the time between the commencement and termination of the broken shift exceeds 12 hours, all work performed beyond that 12 hours will be paid at double ordinary time.
- (e) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.
- (f) Where a broken shift is worked, an employee shall receive an allowance equivalent to half an hour of their ordinary pay per shift.
- (g) Payment for a broken shift shall be at ordinary pay with penalty rates and shift allowances in accordance with Clause 18 - Shift and Weekend Work.

### **15. ROSTERS**

- 15.1 (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;

- (ii) each sleepover; and
    - (iii) 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.
- 15.2 (a) Notwithstanding clause 15.1, a roster may be altered at any time:
- (i) so as to enable the service of the organisation to be carried on;
    - (A) where another employee is un-expectedly absent from duty; or
    - (B) in the event of an emergency; or
  - (ii) in accordance with clause 15.3 Client Cancellation; or
  - (iii) where the employer and employee/s affected agree.

## **16. BREAKS**

- 16.1 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 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.
- 16.2 (a) 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 8 – Agreement Flexibility and the employer agrees, an employee may work up to six hours without a meal break.
- 16.3 Notwithstanding the provisions of sub-clause 16.2, 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.
- 16.4 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 or where broken shifts are worked on

successive days.

## **17. OVERTIME**

17.1 Overtime is 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;
  - (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 rostered day off.
- (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.

17.2 Overtime shall be paid at the base rate of pay in accordance with the following:

- (a) Monday to Saturday - Overtime shall be paid time and one half up to 2 hours each day and thereafter double time;
- (b) 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 18 - Shift and Weekend Work and the casual loading in clause 12.2(a).
- (e) Overtime penalties do not apply to Directors of Nursing; Deputy Directors of Nursing; Assistant Directors of Nursing and Hostel Supervisors (CSE 5).

17.3 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.

- 17.4 With the exception of employees working broken shifts, employees who are recalled to work overtime after leaving the employer's place of work shall be paid a minimum of four hours at the applicable overtime rate for each time so recalled. The 4-hour 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 shall not be required to work the full four hours if the tasks they were recalled to perform are completed within a shorter period.
- (a) An employee recalled to work overtime shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.
  - (b) Provided that where an employee elects to use his or her own vehicle the employee shall be paid the per kilometre allowance set out in Item 6 of [Table 3](#) of Schedule B to this Agreement.
- 17.5 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.
- 17.6 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 bases:
- (a)
    - (i) Employees other than Assistants in Nursing and Trainee Enrolled Nurses. Time off in lieu of overtime is taken on the basis of hour for hour at ordinary pay.  
  
Example: One hour off for each hour of overtime worked.
    - (ii) Assistants in Nursing and Trainee Enrolled Nurses. 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 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 17.6(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.

## **18. SHIFT AND WEEKEND WORK**

- 18.1 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.
  - (e) The shift penalties above do not apply to Directors of Nursing; Deputy Directors of Nursing and Assistant Directors of Nursing.
- 18.4 In addition to applicable shift penalties, in clauses 18.1, 18.2 and 18.3, casual employees will also be entitled to the casual loading calculated on their ordinary rate of pay.
- 18.5 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.
- 18.6 Weekend penalties in clause 18.5 shall be in substitution for and not cumulative upon the shift penalties prescribed in clauses 18.1, 18.2 and 18.3.
- 18.7 Weekend penalties in clause 18.5 shall be in substitution for and not cumulative upon the casual loading at sub-clause 12.2(a) for all employees other than Assistants in Nursing and Enrolled Nurses who shall be entitled to the casual loading calculated on their ordinary rate of pay and then added to the weekend penalty.

## **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. In determining whether an employee has reasonable grounds for refusing a request to work on a public holiday regard must be had to the matters set out in section 114 of the Act. 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 (a) For the purposes of this agreement, the following shall be deemed to be public holidays:

- (i) 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;
- (ii) 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

- (iii) 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
- (b) 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 Holiday

- (c) Where, in accordance with clause 19.5(a)(iii):
    - (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.
  - (d) The employer and employees may agree to substitute another day for a public holiday observed at 19.5.
- 19.6 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 (except broken shift allowances), weekend penalties, casual loading, as follows:
- (a) **Full-time Employees:** Time and one half for all ordinary time worked in addition to the weekly rate. Alternatively, if the employee elects, half-time extra for all time worked in addition to the weekly rate and have 1 ordinary working day added to

be taken in conjunction with the period of annual leave.

- (b) **Part-time Employees:** Double and a half for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary pay. Alternatively, if the employee elects, half-time extra for all time worked in addition to the weekly rate and have the equivalent number of hours worked added to be taken in conjunction with the period of annual leave.
  - (c) **Casual Employees:** Double time and one-half the basic rate of pay for casuals for all time worked. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in sub-clause 12.2.
- 19.7 The election referred to in subclause 19.6 is to be made in writing by the employee at the commencement of each year of employment and may only be changed within that period with the agreement of the employer.

## **20. ALLOWANCES**

### **20.1 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 his or her appropriate salary, whilst so in charge, the per shift allowance set out in Item 2 (for less than 100 beds) or Item 3 (for 100 or more beds) of [Table 3](#) of Schedule B to this Agreement.
- (b) A registered nurse who is designated by the employer to be in charge of a shift in a section of a residential aged care facility shall be paid in addition to his or her appropriate salary, the per shift allowance set out in Item 4 of [Table 3](#) of Schedule B to this Agreement.
- (c) 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 sent for duty to a place other than his or her 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 his or her private vehicle for official business, the employee shall be paid the per kilometre allowance set out in Item 5 of [Table 3](#) of 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 his or her duties. This allowance will be revised each year in line with movements to the vehicle allowance in clause 15.7(a) of the Aged Care Award 2010.
- (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 his or her duties.
- (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) (i) 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.
- (ii) Payment for travel time will, at the discretion of the employer be:
  - (A) at the hourly rate of pay for the time taken to travel between locations; or
  - (B) at the rate of 3% of the ordinary pay per hour, per kilometre travelled between locations.
- (iii) Where clause 20.2(e)(ii)(B) applies, the employees will accrue towards leave entitlements, up to the maximum entitlement for a full-time Employee, for time taken to travel between locations.

### 20.3 Uniforms Allowance

- (a) Subject to the following sub-clauses sufficient suitable and serviceable uniforms or other items of clothing or equipment shall be supplied free of cost, to each employee required to wear them. An employee to whom a new uniform or part of a uniform has been supplied by the organisation, who fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment for it at a reasonable price, in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
- (b) Upon termination, an employee shall return any uniform or equipment or part thereof supplied by the organisation, which is still in use by the employee, immediately prior to leaving.
- (c) In lieu of supplying a uniform, where required, to an employee, the employer shall pay the employee the weekly allowance set out in Item 7 of [Table 3](#) of Schedule B to this Agreement.
- (d) In lieu of supplying special-type shoes, where required, to an employee, the employer shall pay the employee the weekly allowance set out in Item 8 of [Table 3](#) of Schedule B to this Agreement.
- (e) In lieu of supplying a cardigan or jacket, where required, to an employee the employer shall pay the employee the weekly allowance set out in Item 9 of [Table 3](#) of Schedule B to this Agreement.
- (f) In lieu of supplying stockings, where required, the employer shall pay the employee the weekly allowance set out in Item 10 of [Table 3](#) of Schedule B to this Agreement.
- (g) In lieu of supplying socks, where required, to an employee the employer shall pay the employee the weekly allowance set out in Item 11 of [Table 3](#) of Schedule B to this Agreement.
- (h) If, in any facility, the uniforms of an employee are not laundered at the expense of the facility, the sum per week set out in Item 12 of [Table 3](#) of Schedule B to this Agreement shall be paid to the said employee.
- (i) An employee who works less than 38-hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

- (j) Each employee whose duties require them to work out of doors shall be supplied with over boots. Sufficient raincoats shall also be made available for use by these employees.
- (k) Each employee whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.
- (l)
  - (i) Laundry allowance shall not be paid to any employee on absences exceeding one week.
  - (ii) All other allowances in this clause will not be paid to employees during absences on:
    - (A) Workers Compensation; Long Service Leave and periods of leave without pay; and
    - (B) Personal/Carers leave beyond 3 weeks.

#### 20.4 **Sleepovers Allowance**

- (a) Employees, other than nurses, may, in addition to normal rostered shifts, be required to sleepover. Nurses may undertake sleepovers by agreement. A sleepover means sleeping in at night in order to be on call for emergencies.
- (b) The following conditions shall apply to each night of sleepover:
  - (i) The span for a sleepover shall be not less than 8 hours or more than 10 hours on any one night.
  - (ii) Employees shall be provided with free board and lodging for each night on which they are required to sleep over.
  - (iii) Employees shall be provided with a separate room with a bed and use of facilities or client facilities where applicable.
  - (iv) In addition to the provision of free board and lodging for such nights, the employee shall be entitled to a sleepover allowance equivalent to 2.2 hours of ordinary pay of the employee's classification for each sleepover.
  - (v) No work other than that of an emergency nature shall be required to be performed during any sleepover. For the purposes of this clause an emergency is any unplanned occurrence or event requiring prompt action.
  - (vi) An employee directed to perform work other than that of an emergency nature during any sleepover shall be paid the appropriate hourly rate from the start of the sleepover to the end of the non-emergency work, or from the start of the non-emergency work to the end of the sleepover, whichever is the lesser, in addition to the sleepover allowance in sub-clause 20.4(b)(iv).
  - (vii) All time worked during any sleepover shall count as time worked and be paid for in accordance with the following provisions:
    - (A) All time worked by full-time employees during any sleepover shall be paid for at overtime rates.
    - (B) All time worked by part-time employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend

penalties; provided that, if the total number of hours worked on that day exceeds the number of hours worked by full-time employees, or eleven hours where there are no such full-time employees, then the excess hours worked on that day shall be paid for at overtime rates; and provided further that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight as the case may be, then the excess hours worked in that week or fortnight, as the case may be, shall be paid for at overtime rates.

(C) All time worked by casual employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend penalties; provided that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight as the case may be, then the excess hours worked in that week or fortnight, as the case may be, shall be paid for at overtime rates.

(D) And provided further that where the employee does not have 8 consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of sub-clause (x) of this sub-clause will apply.

(viii) A sleepover may be rostered to commence immediately at the conclusion of the employee's shift and continuous with that shift; and/or immediately prior to the employee's shift and continuous with that shift, and not otherwise.

(ix) No employee shall be required to sleepover during any part of their rostered days off and/or allocated days off provided for in sub-clauses 14.2 and 14.4.

(x) An employee (whether a full-time employee, part-time employee or casual employee) who performs so much work during sleepover periods between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least 8 consecutive hours off duty between these times shall, subject to this sub-clause, be released after completion of such work until they have had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such 8 consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) Nothing in this clause shall preclude the employer from rostering an employee to work shift work in lieu of undertaking sleepovers.

## **20.5 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 Item 14 of [Table 3](#) of 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 Item 15 of [Table 3](#) of 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 20.5(a).

- (c) Where an employee on call in accordance with sub-clause 20.5(a), leaves the residential aged care facility and is recalled to duty, she or he shall be reimbursed all reasonable fares and expenses actually incurred. Where in these circumstances the employee elects to use his or her own vehicle the employee shall be paid the per kilometre allowance set out in Item 6 of [Table 3](#) of Schedule B to this Agreement.
- (d) This subclause shall not apply to a Director of Nursing, Deputy Director of Nursing, Assistant Director of Nursing or CSE 5 employee.

## **20.6 Meal Allowance**

- (a) An employee who is required to work overtime for more than two hours and such overtime goes beyond 7:00 a.m., 1:00 p.m., and 6:00 p.m. shall, at the option of the employer, be supplied with a meal or shall be paid, as the case may be:
  - (i) the amount for breakfast set out in Item 16 of [Table 3](#) of Schedule B to this Agreement;
  - (ii) the amount for lunch set out in Item 17 of [Table 3](#) of Schedule B to this Agreement;
  - (iii) the amount for the evening meal set out in Item 18 of [Table 3](#) of Schedule B to this Agreement.

## **20.7 Continuing Education Allowance**

- (a) A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.
- (b) The qualification must be accepted by the employer to be directly relevant to the competency and skills used by the employee in the duties of the position.
- (c) The allowance is not payable to Deputy Directors of Nursing or Directors of Nursing unless it can be demonstrated to the satisfaction of the employer that more than fifty per cent of the employee's time is spent doing clinical work.
- (d) The allowance is not payable to Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.
- (e) A registered nurse or enrolled nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- (f) The employee claiming entitlement to a continuing education allowance must provide evidence to the employer that they hold that qualification.
- (g) A registered nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 19 of [Table 3](#) of Schedule B to this Agreement.
- (h) A registered nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the

employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 20 of [Table 3](#) of Schedule B to this Agreement.

- (i) A registered nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 21 of [Table 3](#) of Schedule B to this Agreement.
- (j) An enrolled nurse who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the employer to be directly relevant to the competency and skills used by the enrolled nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 22 of [Table 3](#) of Schedule B to this Agreement.
- (k) The allowances set out in sub-clauses 20.7 (g), (h), (i) and (j) are not included in the employee's ordinary pay and will not constitute part of the all-purpose rate.
- (l) A registered nurse or enrolled nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.

#### **20.8 Higher Duties**

- (a) Subject to clauses 20.8(b), (c) and (d), 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.
- (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 his/her 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 a Director of Nursing 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.
- (d) Subject to sub-clauses (b) and (c) above, the provisions of sub-clause (a) shall not apply where a day worker is being relieved and is absent from duty for a period of three consecutive working days or less which have been rostered in advance.

#### **20.9 Climatic & Isolation Allowance**

- (a) This clause shall not apply to employees unless they were entitled to the allowance immediately prior to the date of approval of this agreement.
- (b)
  - (i) Subject to sub-clause 20.9(c) persons employed in organisations in places situated upon or to the west of a line drawn as herein specified shall be paid the weekly allowance set out in Item 23 of [Table 3](#) of Schedule B to this Agreement in addition to the salary to which they are otherwise entitled.
  - (ii) The line shall be drawn as follows: viz., commencing at Tocumwal and thence to the following towns in the order stated, namely: Lockhart; Narrandera; Leeton; Peak Hill; Gilgandra; Dunedoo; Coolah; Boggabri; Inverell; and Bonshaw.
- (c)
  - (i) Persons employed in organisations in places situated upon or to the west of a line drawn as herein specified shall be paid the weekly allowance set



out in Item 24 of [Table 3](#) of Schedule B to this Agreement in addition to the salary to which they are otherwise entitled.

- (ii) The line shall be drawn as follows: viz., commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following towns in the order stated, namely: Hay; Hillston; Nyngan; Walgett; Collarenebri; and Mungindi.
- (d) The allowances prescribed by this clause are not cumulative.
- (e) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of salary for the purposes of this Agreement.
- (f) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

### **PART 3 - LEAVE**

#### **21. ANNUAL LEAVE**

- 21.1 (a) Employees are entitled to annual leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 6 of the Act).
- (b) Casual employees have no entitlement to annual leave.

#### **21.2 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.
- (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.
- (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.

#### **21.3 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) An employee going on leave may elect to be paid:
  - (i) prior to commencing such leave; or
  - (ii) through their normal pay cycle.
- (c) Once the leave has commenced the election cannot be changed unless the Employer agrees.

- (d) 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.
- (e) Annual leave loading, if any, shall be paid in accordance with clause 21.6.

#### 21.4 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 authorised 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.
- (e) **Excessive accumulated annual leave:** An employee must take an amount of annual leave during a particular period if:
  - (i) reasonably directed to do so by the employer;
  - (ii) at the time the direction is given, the employee has more than 8 weeks' annual leave credited to him or her or 10 weeks for a shift worker; and
  - (iii) the amount of annual leave left to the employees' credit is at least 6 weeks.

#### 21.5 Cashing out of Annual Leave

- (a) Annual leave credited to an employee may be cashed out by agreement, subject to the following conditions: (refer to section 93 of the Act)
  - (i) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
  - (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and
  - (iii) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

#### 21.6 Annual Leave Loading

- (a) In addition to their Annual Leave payment, an employee will be paid the higher of:

- (i) an annual leave loading of 17.5% of their Annual Leave; or
  - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- (b) The Annual Leave loadings in clause 21.6(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 or for purchased additional leave in accordance with clause 21.9.
- (c) Shift allowances and weekend penalties are not payable for public holidays which occur during a period of annual leave.

## **21.7 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.

## **21.8 Payment of Annual Leave on Termination**

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.

## **21.9. Purchased Additional Leave (PAL)**

- (a) The employer may offer permanent employees the opportunity to "purchase" an additional one week of leave each year in exchange for a proportional reduction in their salary over 12 months and within each financial year and is treated as leave without pay.
- (b) An employee wishing to purchase additional leave must enter into a written agreement with the employer which shall include:
  - (i) an election at the beginning of each financial year (i.e. at 1 July each year).;
  - (ii) agreement that the employee's salary will be reduced by 1.92% for the period of the agreement; and
  - (iii) authority for the employer to withhold an amount of money, from any monies owing to the employer for PAL taken but not accrued by the final pay within the financial year or at termination.
- (c) Annual leave entitlements shall be exhausted before the employee's PAL can be accessed.
- (d) All PAL must be used within each financial year (i.e. by 30 June each year). If any PAL is not used by the final pay within the financial year, or the employee wishes to cease the arrangement, the foregone salary (if any) will be re-credited and paid to the employee.
- (e) Superannuation entitlements will be calculated on the pre-reduction salary and leave loading shall not apply to PAL.

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

- 22.1 (a) Employees are entitled to personal/carer's leave and compassionate leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 7 of the Act).

- (b) Casual employees have no entitlement to paid personal/carer's leave or compassionate leave, but do have an entitlement to unpaid leave.

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

- (a) For each year of service with his or her employer, an employee is entitled 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.

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

An employee may take paid personal/carer's leave:

- (a) where the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.

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

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

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

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

## **22.6 Cashing out of Paid Personal/Carer's Leave**

- (a) An employee is entitled to cash out an amount of paid personal/carer's leave credited to the employee provided:
  - (i) the employer authorises the employee to forgo the amount of paid personal/carer's leave. The employer has complete discretion.
  - (ii) paid personal/carer's leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid personal/carer's leave being less than 15 days; and
  - (iii) each cashing out of a particular amount of paid personal/carer's leave must be by a separate agreement in writing between the employer and the employee; and
  - (iv) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

## **22.7 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/carer's leave.

## **22.8 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 his or her life; or
  - (ii) sustains a personal injury that poses a serious threat to his or her 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
  - (iii) any separate periods agreed with the employer.

## **22.9 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

## **22.10 Notice and Evidence Requirements**

- (a) To be entitled to leave under clause 22 an employee must give the employer notice of the period, or expected period of the leave:
  - (i) 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 his or her employment;
- (b) An employer may require an employee to give the employer evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (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 from a medical practitioner stating that in their opinion, 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 from a medical practitioner stating that in their opinion 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.

#### **22.11 Service**

- (a) A period of paid personal/carer's leave or compassionate leave does not break an employee's continuity of service and counts as service for all purposes.
- (b) A period of unpaid personal/carer's leave does not break an employee's continuity of service, but does not count as service.

### **23. COMMUNITY SERVICE LEAVE**

23.1 Employees are entitled to community service Leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 8 of the Act).

#### **23.2 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.

### **23.3 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) for the first 10 days when absent from work in one or more periods to attend jury service re a particular jury service summons.
  - (ii) 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 in the period or periods.
- (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.

### **23.4 Voluntary emergency management activity (VEMA)**

- (a) An employee engages in a VEMA if:
  - (i) they voluntarily participate;
  - (ii) the activity involves dealing with an emergency or natural disaster;
  - (iii) they are a member of, or have a member like association with a recognised emergency management body (REMB); and
  - (iv) the REMB requests their participation

## **24. PARENTAL LEAVE**

- 24.1 Employees are entitled to parental leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 5 of the Act).

## **25. LONG SERVICE LEAVE**

- 25.1 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*.

- 25.2 (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 10 years' 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, he/she shall be entitled to be paid a proportionate amount on the basis of 2 months for 10 years' service.
- 25.3 For the purpose of sub-clause 25.2:
- (a) service shall mean continuous service with any one employer/organisation;
- (b) 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 (any period of absence without pay being excluded there from) in which case service shall include any period without pay not exceeding 6 months taken after 1 June, 1980;
- (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 25.8.
- 25.4 (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.
- 25.5 (a) On the termination of employment of an employee, otherwise than by his or her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination.
- (b) 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 employee's 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 his or her services terminated as referred to in sub-clause 25.2(b) and such monetary value shall be determined according to the salary payable to the employee at the time of his or her death.



25.6 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.

25.7 Employees of the employer previously covered by long service leave provisions or arrangements contained in industrial instruments or State legislation will have their long service leave accrued entitlement carried over but the accrual and access to long service leave entitlements from the date of transfer shall be in accordance with this Agreement.

e.g. an employee with 15 years' continuous service under an industrial instrument or State legislation at the time of transfer may have an accrued entitlement of 3 months long service leave. From this time onwards employees would accrue their entitlements in accordance with this Agreement, at the rate of 2.5 months for each five years' service as the continuity of service for long service leave purposes is not affected by the entering into of this Agreement. Thus, after 20-years continuous service the employee would be entitled to 5.5 months long service leave, made up of 3 months under the previous industrial instrument or State legislation and a further 2.5 months under this Agreement.

25.8 (a) With the agreement of the employer, an employee may take long service leave on half the ordinary pay thereby increasing the period of paid leave which can be taken. For example, an employee who is eligible for 13 weeks paid long service leave can take 26 weeks paid long service leave at half their 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.

## **26. REPATRIATION LEAVE**

26.1 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 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) to attend limb factories for the supply, renewal and repair of artificial replacements and surgical appliances.

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

## **27. LEAVE WITHOUT PAY**

27.1 By agreement between the employer and a permanent employee, an employee may be granted a period of leave without pay.

27.2 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 in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded therefrom) in which case service shall include any period without pay not exceeding six months taken after 1 June, 1980;
- (c) the qualifying period for paid and unpaid parental leave; and
- (d) the calculation of notice and severance pay in accordance with clause 34 - Termination of Employment and clause 32 - Redundancy.

## **28. CEREMONIAL LEAVE**

An employee who is legitimately 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.

## **29. NATURAL DISASTER LEAVE**

- 29.1 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.
- 29.2 The employer may require the employee to provide evidence to support their claim.

## **30. FAMILY AND DOMESTIC VIOLENCE**

### **30.1 Definitions**

- (a) Family and Domestic Violence includes acts or threats of violence, not including acts of self-defence, committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim, by a person who is or has been in a continuing social relationship of a romantic or intimate nature with the victim, or a person who is or has continually or at regular intervals lived in the same household as the victim.
- (b) Family and Domestic Violence includes physical, sexual, financial, verbal or emotional abuse by a family member.
- (c) An employee may, for the purposes of this clause, be required to produce suitable evidence of Family and Domestic Violence, such as documents issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service, a Lawyer or counselling professional or by statutory declaration.

### **30.2 Measures**

- (a) No adverse action will be taken against an employee on the basis of being the victim of Family and Domestic Violence.
- (b) All personal information concerning Family and Domestic Violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.
- (c) The employer will identify a contact within the organisation with whom the employee can make contact for the purposes of this clause.

- (d) Upon receipt of a reasonable request from an employee who has satisfied the criteria of this clause, the Employer, will, subject to operational requirements facilitate flexible working arrangements, which may include:
  - (i) changes to working times and to work location;
  - (ii) changes to telephone numbers and/or email addresses.
  - (iii) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (e) An employee experiencing family and domestic violence may be referred to the Employee Assistance Program (EAP) and/or other local resources that include professionals trained specifically in family and domestic violence.

### **30.3 Leave**

- (a) A full time or part time employee who has established evidence of being the victim of Family or Domestic Violence with their employer may utilise the following leave entitlements for medical appointments, legal proceedings and other activities related to Family and Domestic Violence.
  - (i) Personal/Carer's Leave provided the employee maintains a reserve of at least 1 week;
  - (ii) Where leave entitlements in sub-clause (i) above are exhausted the employer shall grant up to 3 days' special leave on ordinary pay per calendar year to be used for absences from the workplace;
  - (iii) Where leave entitlements in sub-clauses (i) & (ii) above are exhausted the employer shall permit access to unused Annual Leave and when exhausted unpaid leave.
- (b) Casual employees will be entitled to unpaid Family and Domestic leave.
- (c) This leave may be taken as consecutive or single days or as a fraction of a day:
- (d) 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 mind the children of the person.

## **PART 4 - OTHER PROVISIONS**

### **31. CONSULTATION**

#### **31.1 Consultation regarding major workplace change**

Employer to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any, which may be the union.
- (b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion

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

### **31.2 Employer to discuss change**

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 31.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 31.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, which may be the union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

### **31.3. Consultation regarding changes to regular rosters or ordinary hours of work**

- (a) Where the employer proposes to change an employee's regular roster or ordinary hours of work, the employer must:
  - (i) provide information about the change to the employee or employees affected; and
  - (ii) invite the employee or employees affected to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities; and
  - (iii) consider any views given by employees about the impact of the change.
- (b) An employer or employee may appoint a representative for the purposes of this clause.
  - (i) The identity of the representative must be advised to the other party.
- (c) The obligations under sub-clause (a) shall be read in conjunction with the other agreement provisions concerning the scheduling of work and notice requirement, including but not limited to Clause 14 - Hours and Clause 15 - Rosters.
- (d) This clause is to be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.
- (e) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

### **31.4 The Consultative Team**

- (a) Where a majority of employees covered by this agreement votes in a secret ballot to support the establishment of a consultative team, the Employer will facilitate its establishment.

- (b) In order to trigger a vote under clause 31.4(a), a petition bearing the names of at least 20% of employees in the workplace will be presented to the employer.
- (c) Composition
  - (i) The consultative team will comprise up to three (3) employee representatives elected by the employees, (which may include union delegates); and
  - (ii) up to three (3) representatives nominated by the Employer.
  - (iii) Where a representative is unable to attend they may nominate another person.
- (d) The consultative team will meet during normal working hours twice annually or as otherwise agreed and keep a record of the discussions.
- (e) The consultative team may discuss issues in or in connection with:
  - (i) Clause 31 - Consultation;
  - (ii) Clause 36 - Workload Management; and
  - (iii) other issues as agreed by the team.
- (f) Members of the Consultative Team may request information relevant to the issues in clause 31.4(e), provided that such information does not require the employer to disclose commercially confidential information.

## 32. REDUNDANCY

- 32.1 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.
- 32.2 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.
- 32.3 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:

### Minimum Years of Service

Less than 1-year  
 1 year and less than 2 years  
 2 years and less than 3 years  
 3 years and less than 4 years  
 4 years and less than 5 years  
 5 years and less than 6 years  
 6 years and over

### Retrenchment Pay

Nil  
 4 weeks' pay  
 7 weeks' pay  
 10 weeks' pay  
 12 weeks' pay  
 14 weeks' pay  
 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:
- (i) shift and weekend penalties as prescribed in clause 18 - Shift and Weekend Work;
  - (ii) broken shift allowance as prescribed in clause 14.5 - Broken Shifts;
  - (iii) sleepover allowance as prescribed in clause 20.4 - Sleepovers;
  - (iv) climatic and isolation allowances as prescribed in clause 20.9 - Climatic and Isolation Allowance.

32.4 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 32.3. 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 32.3 will have on the employer. Provided that where a Deputy Director of Nursing or Assistant Director of Nursing has 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 32.3 and the employer may not make application to the FWC under this sub-clause.

### **33. DISCIPLINARY MATTERS**

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

### **34 TERMINATION OF EMPLOYMENT**

- 34.1 Prior to reaching any decision to terminate the employment of an employee on grounds other than would justify summary dismissal, the employer will:
- (a) inform the employee that the termination of their employment is being considered;
  - (b) advise the employee of the reasons for termination; and
  - (c) provide the employee with an opportunity to show cause why their employment should not be terminated.

- 34.2 An employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. Where a meeting is held with the employee, the employee is entitled to have a support person present. The support person may be e.g. a co-worker, a workplace union delegate, an officer of the union, a family member, or any other person.
- 34.3 Subject to subclauses 34.4 to 34.9, employment, other than the employment of a casual, will be terminated by the employer or the employee only on the provision of the applicable notice as set out in clause 34.10, or by the payment by the employer, or forfeiture by the employee, of wages in lieu of notice.
- 34.4 The employer may, without notice, summarily dismiss an employee at any time for serious misconduct or wilful disobedience. Payment is up to the time of dismissal only.
- 34.5 Provided that employment may be terminated by part of the period of notice specified, and part payment or part forfeiture, in lieu of the period of notice specified.
- 34.6 In respect of any forfeiture by the employee of wages in lieu of notice, the employee may at any time authorise the employer to deduct from his or her wages payable up to, or on termination, relevant wages payable in lieu of notice. Should an employer not receive such an authorisation from the employee and make the applicable deduction in whole, the employer may forthwith recover from the employee such outstanding payment or sum or amount payable or owing by the employee pursuant to this clause in any court of competent jurisdiction.
- 34.7 The requirement for an employee to provide notice under this clause shall not apply in circumstances where the employee is entitled to bring the employment to an end because of the actions of the employer, for example, because of a repudiatory breach of the employment contract by the employer.
- 34.8 In respect of the requirement for an employer to provide or pay notice under this clause, nothing in this clause shall exclude the application of Subdivision C of Division 11 of Part 2-2 of the Fair Work Act 2009.
- 34.9 Except in the case of summary dismissal, it is the intention of this clause that both the employer and the employee provide appropriate notice upon termination, or pay or forfeit such notice in wages. The application and interpretation of this clause shall give this intention full effect.

34.10 Notice of termination

(a)	(i)	<u>Period of Continuous Service</u>	<u>Minimum Period of Notice</u>
		1 year or less	1 week
		More than 1 year but not more than 3 years	2 weeks
		More than 3 years but not more than 5 years	3 weeks
		More than 5 years	4 weeks
	(ii)	A Director of Nursing; Deputy Director of Nursing; Assistant Director of Nursing and a Care Service Employee Grade 5 - 4 weeks' notice.	
(b)	Employees (other than casuals) aged 45 years or older will be entitled to an additional 1 week's notice if the employee has completed at least 2 years' continuous service for the employer.		
(c)	Casuals are to be given notice to the end of the current shift worked.		

34.11 The employer will give the employee a statement signed by the employer stating the period of employment and when the employment was terminated if the employee requests.

34.12 Abandonment of Employment

Where an employee is absent from work for a continuous period of 3 working days without the consent of the employer, and without notification to the employer, the employer shall be entitled to inform the employee by written correspondence that unless the employee provides a satisfactory explanation for her or his absence within 3 days of the receipt of such a request, the employee will be considered to have abandoned employment.

**35. LABOUR FLEXIBILITY AND MIXED FUNCTIONS**

35.1 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training

35.2 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.

35.3 Any direction issued by the employer pursuant to sub-clauses 35.1 and/or 35.2 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.

35.4 Where an employer has decided there is no longer a requirement for a Deputy Director of Nursing or an Assistant Director of Nursing 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.

**36. WORKLOAD MANAGEMENT**

36.1 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.

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

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



- 36.3 Workload management must be an agenda item at meetings of employees on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:
- (a) Clinical assessment of residents' needs;
  - (b) The demand of the environment such as facility layout;
  - (c) Statutory obligation, (including, but not limited to, workplace health and safety legislation;
  - (d) The requirements of nurse regulatory legislation;
  - (e) Reasonable workloads;
  - (f) Accreditation standards;
  - (g) Replacement of employees on leave; and
  - (h) Budgetary considerations.
- 36.4 If the issue is still unresolved, the employee/s may advance the matter through Clause 44 - Grievance and Disputes Resolution Procedures. Arbitration of workload management issues may only occur by agreement of all parties.

### **37. SUPERANNUATION**

- 37.1 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.
- 37.2 An 'approved fund' means:
- (a) Health Employees' Superannuation Trust Australia (H.E.S.T.A.);
  - (b) First State Super, or
  - (c) Prime Super; or
  - (d) 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.
- 37.3 An employee will nominate one approved fund to which all statutory superannuation contributions shall be paid.
- 37.4 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.
- 37.5 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.
- 37.6 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.

### **37.7 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

### **38. 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 their base rate of pay for the actual time spent in attendance at such meetings. 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. Such time spent shall not be viewed as overtime for the purposes of this Agreement.

### **39. TRAINING**

- 39.1 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.
- 39.2 Each employee shall provide to the employer details of their attendance at training and the employer shall keep a record of this attendance.
- 39.3 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.
- 39.4 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) Notwithstanding Clause 17 - Overtime, attendance at such training shall be paid ordinary pay for the period of training.
- (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 his or her own vehicle for attendance at such training shall be paid the per kilometre allowance set out in Item 6 of [Table 3](#) of Schedule B to this Agreement.
- (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 14.2 - Arrangement of Hours. 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 and the normal levels of service delivery at such a workplace.
- (h) Notwithstanding sub-clause 14.3 - Minimum Starts, Clause 17 - Overtime will not apply where attendance at such training is outside the normal rostered working time of part-time and casual employees and where it interrupts the applicable 8 or 10-hour break between shifts.

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

- 40.1 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.
- 40.2 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.

#### **41. AMENITIES**

- 41.1 The minimum standards as set out in all relevant Work Health and Safety legislation shall be met in the provision of amenities to employees.
- 41.2 Such amenities may include:
  - (a) change rooms and lockers;
  - (b) meal room;
  - (c) facilities for boiling water, warming and refrigerating food and for washing and storing dining utensils;
  - (d) rest room;
  - (e) washing and bathing facilities;

- (f) sanitary conveniences; and
- (g) safe and secure workplace.

41.4 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

## **42. 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.

## **43. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS**

43.1 Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 4 of the Act).

43.2 In the following are the circumstances:

- a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- b) the employee is a carer (within the meaning of the Carer Recognition Act 2010);
- c) the employee has a disability;
- d) the employee is 55 or older;
- e) the employee is experiencing violence from a member of the employee's family;
- f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

43.3 The employee is not entitled to make the request unless:

- (a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or
- (b) for a casual employee—the employee:
  - (i) is a long term casual employee of the employer immediately before making the request; and
  - (ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

43.4 The request must:

- (a) be in writing; and
- (b) set out details of the change sought and of the reasons for the change.

43.5 The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.

#### **44. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES**

- 44.1 Unless otherwise stated the terms “party” or “parties” referred to in this clause means those included within Clause 3 – Parties Bound.
- 44.2 This dispute resolution procedure will apply to disputes about:
- (a) any matters arising in the employment relationship, except matters relating to the actual termination of employment of an employee;
  - (b) threatened termination, with the exception that the arbitration provisions in subclause 44.6 do not apply unless the parties agree. Further, the parties’ rights are reserved during this process and the employer may exercise their right to terminate the employee in accordance with the agreement;
  - (c) matters in relation to the NES;
  - (d) matters arising under the agreement; and
  - (e) whether an employer had reasonable business grounds under subsection 65(5) of the Act - (requests for flexible working arrangements) or 76(4) of the Act - (requests for extending unpaid parental leave).
- 44.3 An employer or employee may appoint another person, organisation or association [e.g. Union or Aged & Community Services Australia (ACSA)] to accompany and/or represent them for the purposes of this clause.
- 44.4 In the event of a dispute the parties will initially attempt to resolve the matter at the workplace level, including, but not limited to:
- (a) the employee and his or her supervisor discussing the matter; and
  - (b) if the matter is still not resolved the parties arranging further discussions involving more senior levels of management (as appropriate).
- 44.5 If a dispute is unable to be resolved at the workplace, in accordance with subclause 44.4, a party to the dispute may refer the matter to the FWC or other appropriate statutory tribunal.
- 44.6 The parties agree that the FWC shall have the power to do all such things as are necessary for the just resolution of the dispute including:
- (a) mediation, conciliation and, with the exception of disputes arising under clause 36 – Workload Management, arbitration; and
  - (b) arbitration, for disputes arising under clause 36 – Workload Management, only with the agreement of the parties.
- 44.7 While the dispute resolution procedure is being conducted, work must continue in accordance with this agreement and the Act. Subject to applicable Work Health and Safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

#### **45. BULLYING & HARASSMENT**

- 45.1 Parties to this agreement acknowledge a shared commitment to the provision of a safe, flexible and respectful workplace, free from all forms of bullying and harassment, where everyone is required to treat each other with dignity, courtesy and respect.

- 45.2 In achieving this objective, the employer shall have in place a Bullying & Harassment Policy and Procedure that aligns with relevant legislation and ensure that everyone complies with its terms and conditions.

#### **46. UNION DELEGATES**

- 46.1 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.
- 46.2 The employer will recognise one delegate from the HSU New South Wales Branch and one delegate from the New South Wales Nurses and Midwives' Association in each workplace, upon receipt of written notification from each of the respective Unions.
- 46.3 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.
- 46.4 A delegate may access leave without pay, Annual Leave or Long Service Leave, for the purposes of attending such training.
- 46.5 A delegate will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where available) for the purpose of carrying out work as a delegate.

**EXECUTION:**

Signed for and on behalf of:

Booroongen Djugun Limited

by its duly authorised officer:

Signed for the employer: .....

Print Full Name:

Position:

Authority: Duly authorised officer of the organisation.

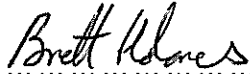
Signed by witness: .....

Print Full Name: .....

Address: .....

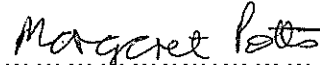
.....

Date: .....



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

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



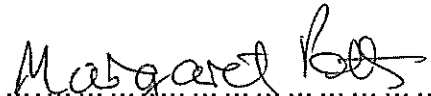
WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo



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

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



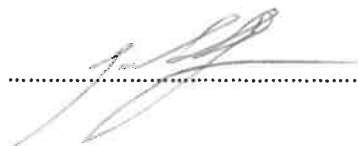
WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo

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



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

  
.....

Gerard Hayes

Secretary, HSU New South Wales Branch  
Level 2, 109 Pitt Street  
SYDNEY NSW 2000

  
.....

WITNESS

Luke Maroney

Solicitor  
Level 2, 109 Pitt Street  
SYDNEY NSW 2000

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

## SCHEDULE A - EMPLOYMENT CLASSIFICATIONS

This Schedule contains the following employment classifications and definitions:

### I. GENERAL EMPLOYMENT CLASSIFICATIONS

### II. NURSES' EMPLOYMENT CLASSIFICATIONS

---

### 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.

**Maintenance Stream:** Performance of labouring duties associated with gardening and general maintenance activities, including but not limited to: sweeping; hosing; garbage

collection and disposal; keeping the outside of buildings clean and tidy; mowing lawns and assisting the gardener in labouring.

### 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.

**Support Stream:** Assist a higher grade worker in the planning, cooking and preparation of the full range of meals. Drive a Sedan or Utility.

**Maintenance Stream:** Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge. Work with and undertake limited coordination of the work of other maintenance workers. Where no tradesperson is employed, an employee at this level may be called upon to perform tasks falling within the scope of trades skills, provided the time involved in performing such work, is paid at the rate of Care Service Employee Grade 3. Perform gardening duties. Provide advice on planning and plant maintenance. Attend to indoor plants, conduct recycling and re-potting schedules. Carry out physical inspections of property and premises and report.

- (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 (CHC33015) 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 (CHC33015) 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.

**Maintenance Stream:** Carry out maintenance, repairs, gardening and other tasks falling within the scope of trades skills. Undertake the more complicated repairs to equipment and appliances calling for trades skills. Coordinate and direct the work of employees performing gardening duties. Schedule work programs on a routine and regular basis.

**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 (CHC33015);
- qualified with a Certificate IV in Ageing Support (CHC43015)
- qualified with the medication competency “Administer and Monitor Medications” (HLTHPS007); and
- who is rostered to deliver medication to residents in residential aged care facilities which were previously defined as Nursing Homes (as at 31 December 2004) by the Nursing Homes Act 1988 (NSW).

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

### 1.6 Care Service Employee Grade 5

This grade shall only apply to employees having responsibility for supervision of the care service (e.g. Hostel Supervisor). 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 (Tradesperson)**” 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 employees.

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

## 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 his or her 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.

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

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

## II. NURSES' EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

**Assistant in Nursing** means a person, other than a registered nurse, trainee or enrolled nurse or Care Service Employee who is employed in nursing duties in a residential aged care facility.

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

**Assistant Director of Nursing** means:

- (a) A person appointed as such in any sized facility and includes a person appointed as the nurse in charge during the evening or night in a facility where the adjusted daily average of occupied beds is not less than 150.
- (b) A person appointed as such to a position approved by the employer including persons appointed to be in charge of a ward or group of wards.

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

**Clinical Nurse Educator** means a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by the employer, who is required to implement and evaluate educational programmes at the 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.

**Clinical Nurse Specialist** means:

- (a) In residential aged care facilities where there are 250 or more beds:  
  
A registered nurse with specific post registration qualifications and 12 months' experience working in the clinical area of her or his specified post registration qualification; or a registered nurse with four years post registration experience in a specific clinical area and working in the clinical area of her or his specified post registration experience.
- (b) In residential aged care facilities where there are less than 250 beds:  
  
A registered nurse with specific post registration qualifications and 12 months' experience working in the clinical areas of her or his specified post registration qualification.

**Deputy Director of Nursing** means a registered nurse appointed to assist the Director of Nursing 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.

**Director of Nursing** 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 Director of Nursing must hold minimum necessary qualifications as required by the Public Health (General) Regulation 2002.

**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.

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

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

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

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

3rd year rate by virtue of those paragraphs shall progress to the 4th year rate after completion of 12 months' satisfactory full time service.

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

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

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

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

## **SCHEDULE B - PAY, OTHER RATES AND ALLOWANCES**

**Table 1 - Rates of Pay**

<b>Classification</b>	<b>First Pay Period on or after Yes Vote</b>	<b>First Pay Period on or after</b>	<b>First Pay Period on or after</b>
	<b>--/10/2017</b>	<b>01/07/2018</b>	<b>01/07/2019</b>
<b>Assistant in Nursing (AIN)</b>			
1st year	\$20.86	\$21.44	\$21.7
2nd year	\$21.73	\$22.34	\$22.97
3rd year	\$22.23	\$22.85	\$23.49
Thereafter	\$22.60	\$23.23	\$23.88
<b>AIN: holder of a relevant Cert III qualification</b>	\$22.90	\$23.54	\$24.20
<b>AIN Team Leader</b>	\$23.81	\$24.48	\$25.17
<b>Enrolled Nurse (EN)</b>			
<b>Student EN</b>			
1st year	\$20.40	\$20.97	\$21.56
2nd year	\$21.09	\$21.68	\$22.29
3rd year	\$21.75	\$22.36	\$22.99
Thereafter	\$22.43	\$23.06	\$23.71
<b>EN (with notation)</b>	\$27.31	\$28.0725.74	\$28.86
<b>EN</b>			
1st year	\$27.31	\$28.07	\$28.86

2nd year	\$28.02	\$28.80	\$29.61
3rd year	\$28.68	\$29.48	\$30.31
Thereafter	\$29.36	\$30.18	\$31.03
<b>Registered Nurse</b>			
1st year	\$31.52	\$32.40	\$33.31
2nd year	\$33.44	\$34.38	\$35.34
3rd year	\$35.46	\$36.45	\$37.47
4th year	\$37.64	\$38.69	\$39.77
5th year & Thereafter	\$39.93	\$41.05	\$42.20
<b>Nursing Unit Manager (personal to current occupants as at 1/03/99)</b>			
Level I			
1st year	\$44.27	\$45.51	\$46.78
2nd year	\$45.52	\$46.79	\$48.10
Level II	\$46.65	\$47.96	\$49.30
Level III	\$47.87	\$49.21	\$50.59

**Table 1 – Rates of Pay (cont.)**

<b>Classification</b>	<b>First Pay Period on or after Yes Vote</b>	<b>First Pay Period on or after</b>	<b>First Pay Period on or after</b>
	<b>--/10/2017</b>	<b>01/07/2018</b>	<b>01/07/2019</b>
<b>Nurse undergoing pre-registration assessment</b>	\$24.52	\$25.21	\$25.92
<b>Clinical Nurse Specialist</b>	\$41.57	\$42.73	\$43.93
<b>Clinical Nurse Consultant</b>	\$49.08	\$50.45	\$51.86
<b>Clinical Nurse Educator</b>	\$41.57	\$42.73	\$43.93
<b>Nurse Educator</b>			
1st year	\$44.27	\$45.51	\$46.78
2nd year	\$45.52	\$46.79	\$48.10
3rd year	\$46.65	\$47.96	\$49.30
4th year	\$49.08	\$50.45	\$51.86
<b>Senior Nurse Educator</b>			
1st year	\$50.26	\$51.67	\$53.12
2nd year	\$51.29	\$52.73	\$54.21
3rd year	\$53.01	\$54.49	\$56.02
<b>Nurse Practitioner</b>			
1st year	\$54.67	\$56.20	\$57.77
2nd year	\$55.89	\$57.45	\$59.06
3rd year	\$57.52	\$59.13	\$60.79
Thereafter	\$59.08	\$60.73	\$62.43
<b>Assistant Director of Nursing</b>			
<150 beds	\$45.52	\$46.79	\$48.10
151-250 beds	\$49.08	\$50.45	\$51.86
>251 beds	\$50.26	\$51.67	\$53.12
<b>Deputy Director of Nursing</b>			
<20 beds	\$46.44	\$47.74	\$49.08
21-75 beds	\$47.66	\$48.99	\$50.36
76-100 beds	\$48.74	\$50.10	\$51.50
101-150 beds	\$49.79	\$51.18	\$52.61
151-200 beds	\$51.29	\$52.73	\$54.21
201-250 beds	\$53.01	\$54.49	\$56.02
251-350 beds	\$55.00	\$56.54	\$58.12
351-450 beds	\$56.95	\$58.54	\$60.18
451-750 beds	\$59.08	\$60.73	\$62.43
>751 beds	\$61.35	\$63.07	\$64.84

**Table 1 – Rates of Pay (cont.)**

<b>Classification</b>	<b>First Pay Period on or after Yes Vote</b>	<b>First Pay Period on or after</b>	<b>First Pay Period on or after</b>
	<b>--/10/ 2017</b>	<b>01/07/2018</b>	<b>01/07/2019</b>
<b>Director of Nursing</b>			
<25 beds	\$51.94	\$53.39	\$54.88
26-50 beds	\$55.00	\$56.54	\$58.12
51-75 beds	\$56.18	\$57.75	\$59.37
76-100 beds	\$57.34	\$58.95	\$60.60
101-150 beds	\$59.00	\$60.65	\$62.35
151-200 beds	\$60.97	\$62.68	\$64.44
201-250 beds	\$62.93	\$64.69	\$66.50
251-350 beds	\$65.32	\$67.15	\$69.03
351-450 beds	\$69.25	\$71.19	\$73.18
451-750 beds	\$73.25	\$75.30	\$77.41
>751 beds	\$77.88	\$80.06	\$82.30

**Table 2 - Rates of Pay**

<b>Classification</b>	<b>First Pay Period on or after Yes Vote</b>	<b>First Pay Period on or after</b>	<b>First Pay Period on or after</b>
		<b>01/07/2018</b>	<b>01/07/2019</b>
<b>Care Service Employees:</b>			
<b>New Entrant</b>	\$20.12	\$20.68	\$21.26
<b>Grade 1</b>	\$21.08	\$21.67	\$22.28
<b>Grade 2</b>			
Level 1	\$22.42	\$23.05	\$23.70
Level 2	\$22.90	\$23.54	\$24.20
<b>Grade 3</b>	\$23.81	\$24.48	\$25.17
<b>Grade 4</b>			
Level 1	\$25.09	\$25.79	\$26.51
Level 2			
1st year	\$28.03	\$28.81	\$29.62
2nd year	\$28.68	\$29.48	\$30.31
3rd year	\$29.36	\$30.18	\$31.03
<b>Grade 5*</b>			
From	\$29.15	\$29.97	\$30.81
To	\$43.41	\$44.63	\$45.88
<b>Maintenance Supervisors:</b>			
- Otherwise	\$24.91	\$25.61	\$26.33
- Otherwise - in charge of staff	\$25.46	\$26.17	\$26.90
- Tradesperson	\$27.06	\$27.82	\$28.60
<b>Catering Officers:</b>			
<b>Trainee Catering Officers</b>			
1st year	\$21.96	\$22.57	\$23.20
2nd year	\$22.36	\$22.99	\$23.63
3rd year	\$22.84	\$23.48	\$24.14
<b>Assistant Catering Officers</b>			
80-120 beds	\$23.79	\$24.46	\$25.14
121-300 beds	\$24.62	\$25.31	\$26.02
301-500 beds	\$26.46	\$27.20	\$27.96
501-1000 beds	\$27.19	\$27.95	\$28.73
<b>Catering Officer</b>			
80-120 beds	\$25.74	\$26.46	\$27.20
121-200 beds	\$26.46	\$27.20	\$27.96
201-300 beds	\$27.19	\$27.95	\$28.73
301-500 beds	\$28.57	\$29.37	\$30.19
501-1000 beds	\$30.89	\$31.75	\$32.64

\* Salary Band at CSE Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this Agreement, the rate so negotiated shall be deemed to be the employee's Agreement rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.

**Table 2 – Rates of Pay (cont.)**

<b>Classification</b>	<b>First Pay Period on or after Yes Vote</b>	<b>First Pay Period on or after</b>	<b>First Pay Period on or after</b>
	<b>--/10/2017</b>	<b>01/07/2018</b>	<b>01/07/2019</b>
<b>Apprentices:</b>			
<b>Apprentice Cook (% of CSE 3)</b>			
1st year (55%)	\$13.10	\$13.47	\$13.85
2nd year (65%)	\$15.48	\$15.91	\$16.36
3rd year (80%)	\$19.06	\$19.59	\$20.14
4th year (95%)	\$22.62	\$23.25	\$23.90
<b>Apprentice Gardener (% of CSE 3)</b>			
1st year (55%)	\$13.10	\$13.47	\$13.85
2nd year (65%)	\$15.48	\$15.91	\$16.36
3rd year (75%)	\$17.86	\$18.36	\$18.87
4th year (95%)	\$22.62	\$23.25	\$23.90
<b>Adult Apprentice (Apprenticeship commencing after 1/01/14)</b>			
1st year	\$19.06	\$19.59	\$20.14
2nd year	\$20.12	\$20.68	\$21.26
3rd year	\$20.12	\$20.68	\$21.26
4th year	\$22.62	\$23.25	\$23.90



**Table 2 – Rates of Pay (cont.)**

<b>Classification</b>	<b>First Pay Period on or after Yes Vote</b>	<b>First Pay Period on or after</b>	<b>First Pay Period on or after</b>
	<b>--/10/2017</b>	<b>01/07/2018</b>	<b>01/07/2019</b>
<b>Clerical &amp; Administrative Employees:</b>			
<b>Juniors &lt; 21</b>			
<b>Grade 1</b>	\$21.29	\$21.89	\$22.50
<b>Grade 2</b>	\$21.61	\$22.22	\$22.84
<b>Grade 3</b>	\$21.95	\$22.43	\$22.95
<b>Grade 4</b>	\$22.05	\$22.67	\$23.30
<b>Grade 5</b>	\$24.02	\$24.69	\$25.38
<b>Adults</b>			
<b>Grade 1</b>	\$22.79	\$23.43	\$24.09
<b>Grade 2</b>	\$24.18	\$24.85	\$25.55
<b>Grade 3</b>	\$25.63	\$26.35	\$27.09
<b>Grade 4</b>	\$26.82	\$27.57	\$28.34
<b>Grade 5</b>	\$28.07	\$28.86	\$29.67

**Table 3 - Other Rates and Allowances**

No.	Brief Description	Clause No	First Pay Period on or after Yes Vote	FPP on or after 1/07/18	FPP on or after 1/07/19	
1	Broken Shift	<a href="#">14.5(f)</a>	0.5	0.5	0.5	hour of ordinary pay/shift
2	In charge of residential aged care facility less than 100 beds	<a href="#">20.1(a)</a>	\$24.21	\$24.89	\$25.59	per shift
3	In charge of residential aged care facility, 100 beds or more	<a href="#">20.1(a)</a>	\$39.01	\$40.10	\$41.22	per shift
4	In charge of section	<a href="#">20.1(b)</a>	\$24.21	\$24.89	\$25.59	per shift
5	Vehicle Allowance – official business	<a href="#">20.2(b)</a>	\$0.78	Changes with Aged Care Award rate		per km
6	Vehicle Allowance	<a href="#">17.4(b)</a> <a href="#">20.5(c)</a> <a href="#">39.4(e)</a>	\$0.38	\$0.39	\$0.40	per km
7	Uniform	<a href="#">20.3(c)</a>	\$7.21	\$7.41	\$7.62	per week
8	Shoes	<a href="#">20.3(d)</a>	\$2.24	\$2.30	\$2.36	per week
9	Cardigan or Jacket	<a href="#">20.3(e)</a>	\$2.14	\$2.20	\$2.26	per week
10	Stockings	<a href="#">20.3(f)</a>	\$3.57	\$3.67	\$3.77	per week
11	Socks	<a href="#">20.3(g)</a>	\$0.71	\$0.73	\$0.75	per week
12	Laundry	<a href="#">20.3(h)</a>	\$5.49	\$5.64	\$5.80	per week
13	Sleepover	<a href="#">20.4(b)(iv)</a>	2.2	2.2	2.2	hours of ordinary pay/sleepover
14	On call	<a href="#">20.5(a)</a>	\$21.59	\$22.19	\$22.81	per day
15	On call - meal break	<a href="#">20.5(b)</a>	\$11.68	\$12.01	\$12.34	per period
16	Overtime - Breakfast	<a href="#">20.6(a)(i)</a>	\$13.00	\$13.30	\$13.60	per meal
17	Overtime - Lunch	<a href="#">20.6(a)(ii)</a>	\$16.20	\$16.20	\$16.20	per meal
18	Overtime - Evening Meal	<a href="#">20.6(a)(iii)</a>	\$23.64	\$23.64	\$23.64	per meal
19	Continuing education allowance: RN	<a href="#">20.7(g)</a>	\$18.08	\$18.08	\$18.08	per week
20	Continuing education allowance: RN	<a href="#">20.7(h)</a>	\$30.12	\$30.12	\$30.12	per week
21	Continuing education allowance: RN	<a href="#">20.7(i)</a>	\$36.13	\$36.13	\$36.13	per week
22	Continuing education allowance: EN	<a href="#">20.7(j)</a>	\$12.04	\$12.04	\$12.04	per week
23	Climatic & Isolation	<a href="#">20.9(b)(i)</a>	\$5.38	\$5.38	\$5.38	per week
24	Climatic & Isolation	<a href="#">20.9(c)(i)</a>	\$10.15	\$10.15	\$10.15	per week

## SCHEDULE C - SUPPORTED WAGE SYSTEM

**C.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

**C.2** In this schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged

**supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**SWS wage assessment agreement** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

### **C.3 Eligibility criteria**

**C.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

**C.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

### **C.4 Supported wage rates**

**C.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

<b>Assessed capacity (clause C5)</b>	<b>Relevant minimum wage</b>
%	%
%	%
10	10
20	20
30	30

<b>Assessed capacity (clause C5)</b>	<b>Relevant minimum wage</b>
%	%
40	40
50	50
60	60
70	70
80	80
90	90

C.4.2 Provided that the minimum amount payable must be not less than \$84 per week.

C.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

## **C.5 Assessment of capacity**

C.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

C.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

## **C.6 Lodgement of SWS wage assessment agreement**

C.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with Fair Work Australia.

C.6.2 All SWS wage assessment agreements (SWSA) must be agreed and signed by the employee and employer parties to the assessment. Where a union, party to this agreement, is not a party to the SWSA, the assessment will be referred by Fair Work Australia to the union by certified mail and the SWSA will take effect unless an objection is notified to Fair Work Australia within 10 working days.

## **C.7 Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

## **C.8 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

## **C.9 Workplace adjustment**

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

#### **C.10 Trial period**

- C.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- C.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- C.10.3 The minimum amount payable to the employee during the trial period must be no less than \$84 per week.
- C.10.4 Work trials should include induction or training as appropriate to the job being trialled.
- C.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

## SCHEDULE D - NATIONAL TRAINING WAGE NON-NURSING EMPLOYEES

### D.1 Title

This National Training Wage Schedule applies only to trainees who, but for the operation of this agreement, would be covered by the Aged Care Award 2010 and/or the Social, Community, Home Care and Disability Services Industry Award 2010.

### D.2 Definitions

In this schedule:

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

**approved training** means the training specified in the training contract

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

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

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

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

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

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

Western Australia: *Vocational Education and Training Act 1996*

**trainee** is an employee undertaking a traineeship under a training contract

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

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

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

**year 10** includes any year before Year 10

### **D.3 Coverage**

- D.3.1 Subject to clauses D.3.2 to D.3.6 of this schedule, this schedule applies in respect of an employee covered by this Agreement who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix D1 to this schedule or by clause D.5.4 of this schedule.
- D.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix D1 to this schedule.
- D.3.3 This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- D.3.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- D.3.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this Agreement dealing with traineeships, the other terms and conditions of this Agreement prevail.
- D.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### **D.4 Types of Traineeship**

The following types of traineeship are available under this schedule:

- D.4.1 a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- D.4.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

### **D.5 Minimum Wages**

#### **D.5.1 Minimum wages for full-time traineeships**

##### **(a) Wage Level A**

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10 \$ per week	Year 11 \$ per week	Year 12 \$ per week
School leaver	312.20	343.80	409.60
Plus 1 year out of school	343.80	409.60	476.60
Plus 2 years out of school	409.60	476.60	554.70
Plus 3 years out of school	476.60	554.70	635.10
Plus 4 years out of school	554.70	635.10	
Plus 5 or more years out of school	635.10		

**(b) Wage Level B**

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10 \$ per week	Year 11 \$ per week	Year 12 \$ per week
School leaver	312.20	343.80	398.50
Plus 1 year out of school	343.80	398.50	458.40
Plus 2 years out of school	398.50	458.40	537.60
Plus 3 years out of school	458.40	537.60	613.20
Plus 4 years out of school	537.60	613.20	
Plus 5 or more years out of school	613.20		

**(c) Wage Level C**

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10 \$ per week	Year 11 \$ per week	Year 12 \$ per week
School leaver	312.20	343.80	398.50
Plus 1 year out of school	343.80	398.50	448.60
Plus 2 years out of school	398.50	448.60	501.20
Plus 3 years out of school	448.60	501.20	558.40
Plus 4 years out of school	501.20	558.40	
Plus 5 or more years out of school	558.40		



**(d) AQF Certificate Level IV traineeships**

- (i) Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	\$ per week	\$ per week
Wage Level A	659.60	685.10
Wage Level B	636.30	660.80
Wage Level C	579.10	601.00

**D.5.2 Minimum wages for part-time traineeships**

**(a) Wage Level A**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$ per hour	\$ per hour	\$ per hour
School leaver	10.27	11.32	13.48
Plus 1 year out of school	11.32	13.48	15.69
Plus 2 years out of school	13.48	15.69	18.24
Plus 3 years out of school	15.69	18.24	20.88
Plus 4 years out of school	18.24	20.88	
Plus 5 or more years out of school	20.88		

**(b) Wage Level B**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$ per hour	\$ per hour	\$ per hour
School leaver	10.27	11.32	13.12
Plus 1 year out of school	11.32	13.12	15.08
Plus 2 years out of school	13.12	15.08	17.70
Plus 3 years out of school	15.08	17.70	20.18
Plus 4 years out of school	17.70	20.18	
Plus 5 or more years out of school	20.18		

**(c) Wage Level C**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$ per hour	\$ per hour	\$ per hour
School leaver	10.27	11.32	13.12
Plus 1 year out of school	11.32	13.12	14.75
Plus 2 years out of school	13.12	14.75	16.48
Plus 3 years out of school	14.75	16.48	18.37
Plus 4 years out of school	16.48	18.37	
Plus 5 or more years out of school	18.37		

**(d) School-based traineeships**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix D1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
\$ per hour	\$ per hour
10.27	11.32

**(e) AQF Certificate Level IV traineeships**

- (i) Subject to clause D.5.2(f) and D5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

- (ii) Subject to clauses D.5.2(f) and D5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>\$ per hour</b>	<b>\$ per hour</b>
Wage Level A	21.69	22.54
Wage Level B	20.91	21.72
Wage Level C	19.05	19.78

**(f) Calculating the actual minimum wage**

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses D.5.2(a)-(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses D.5.2(a)-(e) of this schedule applies to each ordinary hour worked by the trainee.
- (i) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses D.5.2(a)-(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

**D.5.3 Other minimum wage provisions**

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

**D.5.4 Default wage rate**

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

**D.6 Employment conditions**

- D.6.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual

leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this Agreement apply.

D.6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

D.6.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause D.5.2(f)(ii) and not by this clause.

D.6.4 Subject to clause D.3.5 of this schedule, all other terms and conditions of this Agreement apply to a trainee unless specifically varied by this schedule.

## APPENDIX D1 - ALLOCATION OF TRAINEESHIPS TO WAGE LEVELS

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

### D1.1 Wage Level A

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

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

## **D1.2 Wage Level B**

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

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

**D1.3 Wage Level C**

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



## **SCHEDULE E - SCHOOL-BASED APPRENTICES**

- E.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- E.2** A school-based apprenticeship may be undertaken in the trades covered by this agreement under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- E.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- E.4** For the purposes of clause E.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- E.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- E.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- E.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- E.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months' progression for each two years of employment as an apprentice or at the rate of competency-based progression, if provided for in this agreement.
- E.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of 3 years' duration) or stages of competency based progression, if provided for in this agreement. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- E.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- E.11** School-based apprentices are entitled pro rata to all of the other conditions in this agreement.

**EXECUTION:**

Signed for and on behalf of:

**EMPLOYER'S NAME AND TRADING NAME**

by its duly authorised officer:

Signed for the employer: .....

Print Full Name: **NAME**

*[Signature]*  
CLARE IAN MORRIS OAM

Position: **POSITION** CHIEF EXECUTIVE OFFICER

Authority: **INSERT AUTHORITY** BOORONGEN DUGUN LIMITED

Employer's Address: 337-351 RIVER STREET

GREENHILL NSW 2440

Signed by witness: .....

Print Full Name: .....

Address: .....

*[Signature]*  
Debra Urquhart  
c/o Boorongen Dugun  
337-351 River St Greenhill NSW 2440

Date: .....

14.12.17

## IN THE FAIR WORK COMMISSION

FWC MATTER No:

[AG2017/6277]

### **Applicant:**

Booroongen Djugun Limited

Section 185 – Application for approval of a single enterprise agreement

### **Undertaking – Section 190**

I, Gary Morris, Chief Executive Officer, Booroongen Djugun Limited (**Facility**), give the following undertakings with respect to *The Booroongen Djugun Aged Care Facility, NSWNMA and HSU NSW Enterprise Agreement 2017 – 2020* (**Agreement**):

1. I have the authority given to me by the board of the Facility to provide these undertakings with respect to the application before the Fair Work Commission (**Commission**).

#### Abandonment of Employment

2. Notwithstanding clause 34.12 of the Agreement, if an employee's employment is terminated at the employer's initiative, the employer shall provide notice of termination in accordance with the National Employment Standards (**NES**).

#### Grade 4 and 5 Clerical Admin employees (Junior <21 years)

At the time of the making of this undertaking, the Facility does not employ anyone in the category of Junior <21 years as a Grade 4 or 5 Clerical Admin.

In the event that the Facility does employ anyone in the category of Junior <21 years as a Grade 4 or 5 Clerical Admin in the future (over the course of the life of the Agreement); the Facility gives the following undertakings:

#### *Maximum Shift Length*

3. Notwithstanding Clause 14.2 of the Agreement, junior employees under the age of 21 engaged as Grade 4 or 5 Clerical Admin employees will not be required to perform day shifts of greater than 8 hours.

#### *Saturday Overtime Penalty*


4. Notwithstanding Clause 17.2 of the agreement, junior employees under the age of 21 engaged as grade 4 or 5 clerical admin employees will be entitled to overtime at the rate of double time for all overtime worked on a Saturday.

#### *Casual Loading and overtime*

5. Notwithstanding Clause 12.2(b) of the Agreement, junior employees under the age of 21 engaged as grade 4 or 5 clerical admin employees on a casual basis shall be entitled to the applicable casual loading in addition to overtime rates.

These undertakings are provided in response to the queries raised by the Commission in the application before the Commission.



  
\_\_\_\_\_  
Signature

18/1/18  
\_\_\_\_\_  
Date  
