



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Calvary Home Care Services Ltd
(AG2019/2086)

CALVARY HOME CARE SERVICES LIMITED NURSING EMPLOYEES - ANMF ENTERPRISE AGREEMENT 2019

Health and welfare services

COMMISSIONER YILMAZ

MELBOURNE, 25 SEPTEMBER 2019

Application for approval of the Calvary Home Care Services Limited Nursing Employees - ANMF Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the Calvary Home Care Services Limited Nursing Employees – ANMF Enterprise Agreement 2019 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Calvary Home Care Services Ltd. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] The Australian Nursing and Midwifery Federation (ANMF) while supporting the agreement, raised concern with the ordinary hours of work clause which does not include the words “For the purpose of this subclause, duty includes time an employee is on call”. I have taken into consideration the submissions of the ANMF and the Applicant regarding this matter and consider that for the purposes of s.193 of the Act, the benefits provided by the Agreement are sufficient to overcome any potential detriment arising out of the omission of those words.

[4] The ANMF being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54, will operate from 2 October 2019. The nominal expiry date of the Agreement is 1 September 2021.



COMMISSIONER

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CALVARY HOME CARE SERVICES LIMITED

NURSING EMPLOYEES
ENTERPRISE AGREEMENT

2019

ENTERPRISE AGREEMENT

1. ARRANGEMENT

The Agreement is arranged as follows:

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2. NAME OF THE AGREEMENT

This Agreement shall be known as the *Calvary Home Care Services Limited Nursing Employees – ANMF Enterprise Agreement 2019*.

3. DEFINITIONS

For the purposes of this Agreement the following terms have been defined:

- (a) **Fair Work Act** means the *Fair Work Act 2009* as amended or substituted from time to time.
- (b) **FWC** means the Fair Work Commission, the statutory body established under the Fair Work Act or any successor organisation established under Commonwealth legislation which performs the functions of conciliation and arbitration.
- (c) **Employer** means Calvary Home Care Services Ltd (ABN 44 118 225 559)
- (d) **Immediate family** of an Employee means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
 - (iii) spouse includes a former spouse.
 - (iv) de facto partner of an Employee:
 - (1) means 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
 - (2) includes a former de facto partner of the Employee.
- (e) **Service and Continuous Service** shall be as defined in s.22 of the Fair Work Act 2009.
- (f) **Employees** means all Nurses employed by the Employer in the classifications set out at Schedule 1.
- (g) **Registered Nurse** shall mean a person who has a current practising certificate issued by the Nursing and Midwifery Board of Australia (“the Board”) entitling them to practice as a Registered Nurse.
- (h) **Enrolled Nurse** shall mean a person who has a current practising certificate issued by the Nursing and Midwifery Board of Australia (“the Board”) entitling them to practice as an Enrolled Nurse.

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- (i) **grossed up** means as identified by the Australian Tax Office Rulings in relation to Fringe Benefits Tax Legislation and Salary Sacrifice Arrangements.
 - (j) **nursing care** means activities undertaken by a nurse in order to:
 - (i) assess the nursing and clinical needs of the individual;
 - (ii) develop and implement a nursing care plan in association with the patient/client and/or their family and with other appropriate health professionals;
 - (iii) educate Support Workers - regarding client clinical care;
 - (iv) evaluate the effectiveness of the care provided in terms of the outcomes of the nursing intervention;
 - (v) appropriately review the care at regular intervals, updating care plans and interventions as required.
 - (k) **Agreement** means the Calvary Home Care Services Ltd Nursing Employees Enterprise Agreement 2019.
 - (l) **NES** means the National Employment Standards, being the legislated minimum standards for employment conditions under the Fair Work Act
 - (m) **NMBA** means the Nursing and Midwifery Board of Australia
 - (n) **ANMF** means the Australian Nursing and Midwifery Federation
 - (o) **Superannuation Law** means any requirement under the Superannuation Industry (Supervision) Act 1993 (Cth), Superannuation Industry (Supervision) Regulations 1994 (Cth), Superannuation Guarantee (Administration) Act 1992 (Cth), Superannuation Guarantee (Administration) Regulations 1993 (Cth), Superannuation Guarantee Charge Act 1992 (Cth), and any other present or future legislation which the Employer must comply with to satisfy its superannuation obligations to the Employees.
 - (p) **Ordinary rate of pay** means the rate of pay set out in Appendix 1 as applicable to an Employee, as adjusted in accordance with 11, but does not include overtime, penalty rates, allowances, loadings, shift penalties, incentives, bonuses and other ancillary payments of a like nature.

4. COVERAGE

The Agreement shall cover:

- (a) Calvary Home Care Services Limited (ABN 44118 225 559) (“the Employer”); and
- (b) Employees employed to undertake nursing duties as classified in Schedule 1 of this Agreement; and

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- (c) It is the intention of this Agreement that the ANMF will be covered by this Agreement. However, the ANMF will only be covered by this Agreement if notice is provided in accordance with section 183 of the Fair Work Act.

5. SCOPE OF THE AGREEMENT AND RELATIONSHIP TO NES

This Agreement sets out the minimum terms and conditions of employment for Employees.

This Agreement contains terms that are also matters under the NES. It is not the intention of the parties to exclude the NES or any provision of the NES and it is acknowledged that such terms can only operate in the manner and to the extent prescribed by s.55 of the Fair Work Act.

6. DATE AND PERIOD OF OPERATION

This Agreement will commence operation from the 7th day after the Agreement is approved by the FWC and will remain in force until 1 September 2021 and thereafter in accordance with the Fair Work Act.

The parties agree that discussions shall commence for a new Agreement no later than three months prior to the expiry date of the Agreement.

7. POSTING OF THE AGREEMENT

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all Employees.

8. CONSULTATION REGARDING CHANGE

- (a) This term applies if the Employer:
- (i) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of the Employer;
 - (ii) A proposal to introduce a change to the regular roster or ordinary hours of work for Employees.
- (b) The Employer must consult the Employees to whom the agreement applies about:
- (i) a major workplace change that is likely to have a significant effect on the Employees; or
 - (ii) a proposal to introduce a change to their regular roster or ordinary hours of work.
- (c) The relevant Employees may appoint a representative, which may be a representative from the ANMF for the purposes of the procedures in this term.

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- (d) If:
- (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation;; and
 - (ii) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- (e) As soon as practicable after making its decision, the Employer must
- (i) discuss with the relevant Employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the Employees; and
 - (3) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (ii) for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the Employees; and
 - (3) any other matters likely to affect the Employees.
 - (iii) Subject to (e)(i) and (ii), for a change to the Employees' regular roster or ordinary hours of work, the Employer is required to:
 - (1) to provide information to the Employees about the change; and
 - (2) to invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (3) to consider any views given by the Employees about the impact of the change.
- (f) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (g) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses (b),(c) and (e) are taken not to apply.

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- (h) In this term, a major change is ***likely to have a significant effect on Employees*** if it results in the termination of the employment of Employees; or major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain Employees; or the need to relocate Employees to another workplace; or the restructuring of jobs.
 - (i) In this term, ***relevant Employees*** means the Employees who may be affected by the major change.

9. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute in relation to a matter arising under this agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- (b) A party to the dispute may appoint another person, organisation or association, which may be the ANMF to accompany them in relation to the dispute.
- (c) If a dispute in relation to a matter arising under the Agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the FWC for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (d) It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.
- (e) If arbitration is necessary FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (f) The parties agree to be bound by a decision made by FWC however any party may appeal a decision made by FWC in accordance with the Fair Work Act.

10. DISCIPLINARY PROCEDURE

- (a) In regard to matters pertaining to performance and conduct dealt with as a disciplinary matter, the Employer shall comply with procedural and substantive fairness requirements.
- (b) Prior to determining whether to terminate the employment of an Employee on the grounds other than would justify summary dismissal, the Employer shall:
 - (i) inform the Employee that the termination of their employment is being considered; and

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- (ii) advise the Employee of the reasons for possible termination; and
 - (iii) provide the Employee with an opportunity to respond to any allegations regarding their conduct or performance and to show cause why their employment should not be terminated.
- (c) An Employee shall be given reasonable time to respond, and shall be provided with details of any relevant particulars. An Employee who wishes to be represented may, at the request of the Employee, be represented by a representative of the Employee's choice, which may be a union representative.
 - (d) Any request by the Employee to meet and discuss the matter shall not be unreasonably refused.

11. WAGES

- (a) Wages will be determined as follows:-

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
3%	3%	3%

- (b) The wage increases in subclause (a) hereof shall be payable as follows:-
 - (i) The amount shown in Column 1 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2019
 - (ii) The amount shown in Column 2 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2020
 - (iii) The amount shown in Column 3 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2021
- (c) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.
- (d) Payment of Wages will be by electronic transfer into the Employee's nominated financial institution account at the end of each fortnightly pay period, along with an electronic pay advice. Wherever practicable such payment shall be available for withdrawal by Employees on the designated pay day. Any other form of payment will be at the discretion of the Employer by agreement with the Employee.
- (e) 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.
- (f) If a public holiday falls on a normal payroll processing day, payment may be delayed by one day.

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- (g) Underpayment of Wages
 - (i) Where an Employee is underpaid all or part of their pay on any occasion they should raise the error immediately with the Employer.
 - (ii) The Employer, upon agreement with the identified error, will rectify the error as soon as practicable.
 - (h) Overpayment of Wages
 - (i) Where the Employee has been overpaid all or part of their pay on any occasion they, or the Employer, should raise the error immediately.
 - (ii) The Employee, upon agreement with the identified error will agree to the Employer rectifying the error as soon as practicable.
 - (iii) Any payment arrangements will be agreed to and authorised by the Employee in writing.

12. PAY SLIPS

- (a) In accordance with the *Fair Work Act 2009* and the *Fair Work Regulations 2009* each Employee will be provided a payslip, which may be in electronic form.
- (b) Employees have the right to request information about any of their leave balances at any time.

13. SALARY SACRIFICE/PACKAGING ARRANGEMENTS

- (a) Employees may be able to make voluntary pre-tax contributions or payments through a written salary sacrifice/packaging agreement between the Employer and the Employee. The Employer will pay the salary sacrifice/packaging amount in accordance with the salary sacrifice/packaging agreement.
- (b) An Employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrifice/packaging contribution for their benefit.
- (c) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice/packaging arrangement was not in place. The Employees will be offered the opportunity to choose from the list of benefits, which will be paid by the Employer, through the provider of the service, instead of receiving gross salary. Gross salary is reduced by the amount of the benefits paid by the Employer. The new gross salary is then subject to PAYG tax.
- (d) The Employer will nominate a provider of salary sacrifice/packaging services to manage these arrangements. The cost of the administration of the salary sacrifice/packaging arrangement is to be borne by the Employee and deducted from the Employee's account each fortnight.

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- (e) The Employer shall meet the cost of implementing the administrative and payroll arrangements, necessary for the operation of salary sacrifice/packaging arrangements, under this Agreement.
 - (f) All existing entitlements such as superannuation, leave loading, penalties and overtime etc., will be based on the pre-packaged salary.
 - (g) The parties recognise the need for Employees to seek independent financial and taxation advice and strongly recommend that Employees consider such advice prior to entering into salary sacrifice/packaging arrangements.
 - (h) The Employees covered under this Agreement will have access to salary sacrifice/packaging arrangements subject to the following provisions:
 - (i) Accessing a salary sacrifice/packaging arrangement is a voluntary decision to be made by the individual Employee.
 - (ii) The Employee wishing to enter into a salary sacrifice/packaging arrangement will be required to sign a document which indicates that:
 - (1) The Employee has understood and decided on the need for independent and expert advice in relation to entering into such an arrangement and;
 - (2) The Employee understands that in the event that Fringe Benefits Tax (FBT) becomes payable on the benefit items which are selected, the salary sacrifice/packaging arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary sacrificing to the Employer does not increase.
 - (3) If the Employee elects to continue with sacrificing, the cost of the payment of the FBT will be passed back to the Employee, or benefit items can be converted back to the agreed salary as per this Agreement.
 - (4) that upon resignation or termination of employment the Employer shall be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.
 - (i) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the Employer will advise the Employee concerned. The salary sacrifice/packaging contribution arrangement will be terminated or amended to comply with such laws.
 - (j) Unless otherwise agreed by the Employer, an Employee may terminate their salary sacrifice/packaging arrangement by giving written notice of not less than one month, provided the terms of any other agreement relating to the salary sacrifice/packaging benefit are met.

14. SUPERANNUATION

(a) Employer Contributions

The Employer will make superannuation contributions to an Employee's Fund for the benefit of the Employee at such amount as is required so as to avoid the Employer being required to pay the superannuation guarantee charge under the Superannuation Law with respect to that Employee.

(b) "The Fund" for the purpose of this Agreement shall mean:

- (i) Health Employees Superannuation Trust of Australia (HESTA) established and governed by a trust deed as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
- (ii) First State Super established and governed by a trust deed as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
- (iii) Australian Catholic Superannuation established and governed by a trust deed as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
- (iv) where existing staff have selected a fund other than those specified in subclauses (b)(i), (b)(ii) and (b)(iii) the Employee shall be able to continue such arrangements.

(c) Upon commencement of employment, the Employer will provide each Employee with membership forms for the Funds listed at clause 14(b)(i) to (iii) and will forward the completed membership forms for the Employee's choice of fund within 28 days. In the event the Employee has not completed an application form within 28 days, the Employer will forward contributions and Employee details to HESTA (**Default Fund**). The Default Fund offers a MySuper product.

(d) In addition to the Employer's statutory contributions to the Fund an Employee may make additional contribution from their salary, and on receiving written authorisation from the Employee, the Employer must commence making contributions to the Fund in accordance with the Superannuation Law.

(e) Superannuation fund payments will be made in accordance with trust fund deeds.

(f) Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

15. HOURS OF WORK

(a) The ordinary hours of work for a full-time Employee will be an average of 38 hours per week, 76 hours per fortnight or 152 hours over 28 days.

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- (b) The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
 - (c) Each Employee must be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28-day cycle. Where practicable, such days off must be consecutive.
 - (d) An Employee will be allowed a rest break of 10 hours between the completion of one ordinary shift and the commencement of another ordinary shift. By mutual agreement between the Employer and the Employee the 10 hour break may be reduced to 8 hours. If on instruction from the Employer, the Employee resumes or continues to work without having had the 10 consecutive hours off duty, or 8 hours as agreed, they will be paid at the rate of double time until released from duty for such period.

16. SPAN OF HOURS

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

17. FULL-TIME EMPLOYMENT

A full-time Employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 15(a) of this Agreement.

18. PART-TIME EMPLOYMENT

- (a) A part-time Employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours up to but not exceeding an average 38 hours in any one week. Where the Employee is employed on a part-time basis he or she shall be paid the ordinary appropriate hourly rate prescribed for the classification in which they are employed.
- (b) The provisions of this Agreement shall apply on a pro rata basis to part-time Employees.
- (c) Before commencing employment, the Employer and Employee shall agree in writing on the minimum fortnightly contracted hours and the rostering arrangements which apply to those hours for the Employee.
- (d) Review of part-time hours

Reasonable work-life balance and flexible working arrangements are essential in order to attract and retain Employees. The Employer is committed to

managing and systematically reviewing the working hours of part-time Employees. This includes:

- (i) Where an Employee is regularly working more than their guaranteed minimum number of hours the Employee may request to have their hours reviewed annually.
- (ii) The hours worked in the following circumstances will not be incorporated in any adjustment:
 - (1) if the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation, and
 - (2) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
- (iii) If a review establishes a consistent pattern of greater hours is being worked, the Employer will offer the Employee those additional hours as part of their guaranteed minimum number of hours.

19. CASUAL EMPLOYMENT

- (a) A casual Employee is an Employee engaged on an irregular or occasional basis to supplement the workforce to meet fluctuations in the needs of programs or in place of an Employee who is absent, or in an emergency.
- (b) A casual Employee shall be engaged by the day or by the hour, at the discretion of the Employer, provided that the minimum engagement on any one day is no less than two hours.
- (c) An Employee so engaged shall be paid for all time worked at an hourly rate calculated on the basis of 1/38th of the appropriate rate of pay for the classification in which engaged, plus a casual loading of 25%.
- (d) A casual Employee will be paid shift penalties, weekend penalties and overtime calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- (e) Casual Employees are paid a casual loading instead of paid leave entitlements accrued by full-time employees. Casual employees are not entitled to paid annual leave, paid personal leave or payment for public holidays not worked.
- (f) Casual Conversion

A casual Employee who has been rostered on a regular and systematic basis over 26 weeks, (provided that the rostering pattern has not resulted from coverage for extended absences such as maternity leave, long service leave, workers compensation leave and extended sick leave), has the right to request conversion to permanent employment and that request will not be unreasonably refused by the Employer.

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- (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.
 - (ii) The Manager may consent to or refuse the request. The request will be refused where the hours worked are as a result of a casual Employee covering absences of permanent staff that are expected to return to work or fluctuations in occupancy/ resident care requirements.

20. OVERTIME

- (a) Where an Employee, including a casual Employee, is required and authorised by the Employer to work in excess of:
 - (i) 8 hours in a day, where rostered for a shift of up to 8 hours;
 - (ii) the employee's rostered shift, provided that such shift is in excess of 8 hours and up to 10 hours in duration; or
 - (iii) in excess of 76 hours in a fortnight;such excess hours are to be paid as follows:
 - (i) Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter;
 - (ii) Sunday—double time; and
 - (iii) Public holidays—double time and a half.
- (b) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend premiums prescribed in clause 22 Shift and Weekend Work. In the case of a casual Employee (excluding a casual EN Level 1 Employee), the overtime penalty will be calculated on the ordinary rate of pay, with the casual loading then added to the payment. A casual EN Level 1 will be paid overtime at the applicable rates set out at Appendix 1 Table 1.
- (c) Time off instead of payment for overtime
 - (i) By agreement between the Employer and Employee, an Employee may take time off instead of receiving payment for overtime at a mutually agreed time, subject to such time off in lieu being taken within 6 months after the overtime is worked.
 - (ii) The Employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.
 - (iii) If, on the termination of the Employee's employment, the Employee has accrued untaken time off in lieu, the Employer must pay the Employee for such overtime worked at the overtime penalty rate applicable to the overtime when worked.
- (d) Rest period after overtime

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- (i) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
 - (ii) An Employee, other than a casual Employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (iii) If, on the instruction of the Employer, an Employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The Employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

(e) Rest break during overtime

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

(f) Recall to work when on call

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

(g) Recall to work when not on call

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

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- (iv) If an Employee is recalled to work, the Employee will be provided with transport to and from their home or will be refunded the cost of such transport.

21. ROSTERS

- (a) The ordinary hours of work for each Employee, excluding casual or relieving staff, will be mutually agreed on appointment and as necessary thereafter. The Employer shall provide a roster seven (7) days in advance, noting that as a minimum the roster will be provided on a Friday for the following week. The parties note that there are exceptional circumstances where the 7 days notice in advance may not be possible. This includes, but is not limited to, unplanned leave and client cancellations.
- (b) Rostering arrangements and subsequent changes to rosters may be communicated by telephone, direct contact, mail, email or facsimile.
- (c) Client Cancellation (Part Time and Full Time staff)
 - (i) Where a client cancels for reasons other than those outlined in subclause (c)(ii), permanent Employees shall be entitled to receive payment for their guaranteed minimum number of contracted hours in that pay period. The Employer may direct the Employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other home care clients.
 - (ii) Where the Employer is unable to meet the guaranteed minimum number of contracted hours of a permanent Employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:
 - (1) Work shall be re-allocated from casual Employees to the permanent Employee; or
 - (2) Hours shall be reallocated from another Employee who is working hours additional to their guaranteed minimum number of hours; or
 - (3) Where the Employee requests, the Employee may have access to annual or long service leave; or
 - (4) Nothing in this clause shall prohibit the Employee and Employer reaching agreement as to a period of authorised unpaid leave.

22. SHIFT AND WEEKEND WORK

- (a) Where an Employee works a rostered afternoon shift between Monday and Friday, the Employee will be paid a loading of 12.5% of their ordinary rate of pay.

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- (b) Where an Employee works a rostered night shift between Monday and Friday, the Employee will be paid a loading of 15% of their ordinary rate of pay.
 - (c) The provisions of this clause do not apply where an Employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.
 - (d) For the purposes of this clause:
 - (i) Afternoon shift means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and
 - (ii) Night shift means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.
 - (e) The shift penalties prescribed in this clause will not apply to shiftwork performed by an Employee on Saturday, Sunday or public holiday where the extra payment is prescribed by this Agreement.
 - (f) Where an Employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the Employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.
 - (g) Where an Employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the Employee will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.
 - (h) Notwithstanding clause 19(d) and clause 22(g) and (h) of this Agreement, where a casual Enrolled Nurse Level 1 is rostered to work ordinary hours between midnight Friday and midnight Sunday, the Employee will be paid at the rates set out at Appendix 1, Table 1, of the Agreement.

23. MEAL AND REST BREAKS

- (a) An Employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (b) Where an employee is required by the employer to remain available during a meal break, but is free from duty, the employee will be paid at ordinary rates for a 30 minute meal break. If the employee is recalled to perform duty during this period the employee will be paid overtime for all time worked until the balance of the meal break is taken.
- (c) An Employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the Employee and Employer.

24. PARENTAL LEAVE

- (a) Employees are entitled to parental leave in accordance with the provisions of the Fair Work Act.

(i) Full-time Employees and permanent part-time Employees are eligible for paid parental leave in accordance with the following provisions:

(1) Permanent Employees are eligible for paid parental leave when they have completed at least 40 weeks' of continuous service prior to the expected date of birth or prior to the date of taking custody of the child.

(ii) Employees who are eligible for paid parental leave are entitled to such leave as follows:

Years of Continuous Service	Paid Maternity/Adoption Leave Entitlement^{1,2}	Paid Partner Leave Entitlement
40 weeks to 1 year and thereafter	9 weeks	1 week To be taken at any time within four weeks from the birth of the child

¹ Paid entitlement may be taken at half pay for double the quantum of leave

² Part-time entitlement is pro-rata the full-time entitlement

The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the Commonwealth Government's scheme of publicly funded paid parental leave (however titled or styled). For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the leave provided by the Commonwealth scheme.

(b) Right to request

(i) An Employee entitled to parental leave pursuant to the provisions of this Clause may request the Employer to allow the Employee:

(1) To extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

(2) To return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

(ii) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

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- (iii) Employee's request and the Employer's decision to be in writing

The Employee's request and the Employer's decision made under (i) and (ii) must be recorded in writing

- (iv) Request to return to work part-time

Where an Employee wishes to make a request under (b)(i)(2), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

25. ANNUAL LEAVE

- (a) Employee's entitlement to leave

- (i) Employees will be entitled to five weeks annual leave in respect of any 12 months service with the Employer.

- (ii) A shift worker (as defined herein) will be entitled to six weeks annual leave for each 12 months service with the Employer. A shift worker for the purposes of the NES and this clause is an employee who:

- (1) is regularly rostered over seven days of the week; and regularly works on weekends; or
- (2) who works for more than four ordinary hours on 10 or more weekends.

- (iii) Such annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

- (b) Employee taken to not be on paid annual leave at certain times

- (i) If the period during which an Employee takes paid annual 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 annual leave on that public holiday.

- (ii) Where other periods of leave occur (other than unpaid parental leave), or a period of absence from employment for community service leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence. Where such absence is a personal leave absence the Employee will be required to supply a medical certificate to the Employer for the period of absence.

- (c) Effect of termination on annual leave

On the termination of their employment, an Employee will be paid for their accrued, untaken annual leave.

(d) Payment for leave

- (i) An Employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period. In addition to their ordinary pay, the Employee will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum.
- (ii) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - (1) an annual leave loading of 17.5% of their ordinary rate of pay; or
 - (2) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.

(e) Time of taking leave

- (i) Paid annual leave may be taken for a period agreed between an Employee and the Employer. The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave. Notwithstanding the provisions of this clause (e)(i), the Employer may direct an Employee to take a period of annual leave in accordance with clause (e)(ii).
- (ii) Annual leave shall be given at a time fixed by the Employer after an Employee has accrued more than 10 weeks paid annual leave (or 12 weeks paid leave for a shiftworker – as defined at clause 25(a)(ii)) and after not less than eight weeks' and not more than 12 months' notice to the employee, provided:
 - (1) the Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than six weeks within a period of six months (**leave reduction plan**);
 - (2) the Employer will not unreasonably refuse to agree to an Employee's annual leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee.
 - (3) the Employee cannot be directed to take annual leave where such direction would result in the Employee being directed to reduce the accrued leave to less than 6 weeks.

(f) Pay in lieu of an amount of annual leave

- (i) The Employer and Employee will enter into a separate written agreement for each cashing out of a particular amount of annual leave, subject to the following:

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- (1) 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
 - (2) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employer will pay the Employee the amount of pay that the Employee is entitled to receive in lieu of the amount of annual leave, plus leave loading that would otherwise have been payable.
 - (3) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

(g) Payment of annual leave on termination

On the termination of their employment, an Employee will be paid their untaken or pro-rata annual leave. If, when the employment of an Employee ends, the Employee has a period of untaken paid annual leave, the Employer will pay the Employee the amount that would have been payable to the Employee had the employee taken that period of leave.

26. PUBLIC HOLIDAYS

(a) Prescribed public holidays in this Agreement are as follows:

1 January (New Year's Day); 26 January (Australia Day); Good Friday; Easter Monday; 25 April (Anzac Day); the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory); 25 December (Christmas Day); 26 December (Boxing Day); 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, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations from counting as a public holiday.

(b) Payment and entitlements

- (i) Employees (other than casual Employees and Employees who do not normally work on the day on which the public holiday falls) must be allowed the public holidays prescribed in (a) without loss of pay.
- (ii) Employees (other than casual Employees) who would normally work on the day of the public holiday and are not required to work on such day will be paid at ordinary rate of pay as if they had worked their normal number of hours on that day.
- (iii) Employees (other than casual Employees) will be paid double time the ordinary hourly rate of pay, as defined, for actual hours worked, on the public holidays as prescribed in (a).

(c) Casual Employees

A casual shall be paid for all time worked on a public holiday at the rate of double time and a half (this penalty is inclusive of the applicable casual loading) the ordinary hourly rate of pay.

27. PERSONAL/CARER'S LEAVE

- (a) This clause describes an Employee's, other than a casual Employee's, entitlement to paid personal/carers leave.
- (i) For each year of service with his or her Employer, a full-time Employee is entitled to 10 days or 76 hours, whichever is the greater, of paid personal/carers leave. An Employee's entitlement to paid personal/carers leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- (ii) Where an Employee is unfit due to illness/injury the Employee is required to provide certification of such absence to the Employer. Satisfactory evidence shall be production of a medical certificate or statutory declaration.
- However, unless required by the Employer, up to two days of personal leave absence may be allowed without the production of a medical certificate, or other reasonable evidence.
- (iii) Employees who are absent on personal leave either side of a public holiday are required to provide a medical certificate, statutory declaration or other evidence satisfactory to the Employer within five working days after their return to work.
- (iv) Each Employee shall notify her or his Employer of an absence from work due to illness or injury prior to the commencement of her or his rostered shift or as soon as practicable thereafter and shall, as far as possible, inform the Employer of the estimated duration of the absence.
- (b) An Employee, other than a casual Employee, with responsibilities in relation to a class of person set out in (d), who needs the Employee's care or support, shall be entitled to use, in accordance with this subclause, any accrued personal leave entitlement, for absences to provide care or support for such persons when they are ill, injured or in the case of an unexpected emergency. Such leave may be taken for part of a single day.
- (c) The Employee shall, if required, establish either by production of a medical certificate from a registered health practitioner or statutory declaration, the relationship of the person concerned to the Employee and that the person is suffering from an illness/injury such as to require care or support by another person. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

(d) The entitlement to use personal leave in accordance with this subclause is subject to the person concerned being a member of the Employee's immediate family or household. The term 'immediate family' is defined at Clause 3 of this Agreement.

(e) Unpaid Carers Leave

An Employee, including casual Employees, shall be entitled to up to two days unpaid carers leave per occasion in accordance with the Fair Work Act.

(f) An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

28. COMPASSIONATE LEAVE

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

(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 for a particular permissible occasion if the leave is taken:

(i) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (a); or

(ii) after the death of the member of the Employee's immediate family or household referred to in subclause (a).

(c) An Employee may take compassionate leave for a particular permissible occasion as a single continuous two day period; or two separate periods of one day each; or any separate periods to which the Employee and the Employer agree.

(d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

(e) If, in accordance with this Clause, an Employee, other than a casual Employee, takes a period of compassionate leave, the Employer must pay the Employee at

the Employee's base rate of pay for the Employee's ordinary hours of work in the period. For casual Employees, compassionate leave is unpaid leave.

- (f) If required by the Employer, proof of such death or serious illness or injury shall be provided by the Employee to the satisfaction of the Employer.
- (g) Where an Employee is seeking leave in addition to the leave prescribed under this Clause the Employee may apply for annual leave or request a period of leave without pay. Such additional leave for compassionate purposes is subject to the approval of the Employer.

29. STAFF DEVELOPMENT

- (a) The Employer recognises that training/education is essential for the maintenance and development of nursing practice. The Employer will continue to provide and support training/education opportunities where possible.
- (b) The responsibility for staff development is shared between Employees and the Employer. Employees are expected to participate in professional skill development to ensure that they perform at a standard consistent with nursing competencies relevant to their classification and registration.
- (c) On the basis of assessed needs, a range of programs/topics relevant to nursing/midwifery care delivery will be provided by the Employer and nurses are encouraged to attend.
- (d) The provision of mandatory training and skills updates is a joint responsibility between the Employer and Employee. Attendance at mandatory training and skills update sessions provided by the Employer is the responsibility of the Employee. Mandatory training will be paid at the appropriate rate as per the applicable shift rate for those on duty and at the ordinary rate of pay for those attending in their own time. Training may be offered via e-learning packages supplied by the Employer. Where training is undertaken via e-learning, the Employee will undertake such training during the Employee's ordinary hours of work, at a time/ times allocated and agreed with the Employer, unless otherwise approved by the Employer. Where practicable, the Employer will deliver the mandatory training within an employee's ordinary hours of work. Where this is not practicable, up to 8 hours of mandatory training per year may be held outside of an employee's ordinary hours and be paid at the ordinary rate. Mandatory training that falls outside an employee's ordinary hours and is in excess of 8 hours per year will be paid at the applicable overtime penalty rate.
- (e) The Employer training/educational goals for nursing will be established and reviewed in consultation with Employees.
- (f) Employees are entitled to a maximum of five days paid leave for full-time staff and pro rata thereof for part-time staff, non-cumulative from year to year, subject to the training being of direct relevance to their role, as determined by

the Employer. This leave is in addition to other leave entitlements and covers matters set out at subclause (h).

- (g) To access the benefits of this provision it is the responsibility of the Employee to make an application for this leave to the Employer.
- (h) An application for this leave, nominating the preferred date(s) will be made in writing providing a brief description of the nature of the professional development activity to be undertaken. The application may be for research, attendance at seminars and conferences. This application shall be made at least six weeks prior to the requested date(s) and shall be approved by the Area Manager. The application shall not be unreasonably refused. The Nurses will be required to provide a report on the activity for the benefit of other nursing staff.

30. TERMINATION OF EMPLOYMENT

Notice of termination by the Employer

- (a) In order to terminate the employment of the Employee, where employed on a full-time or part-time basis, the Employer shall give to the Employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (b) In addition to this notice, where the Employee is over 45 years of age at the time of the giving of the notice with not less than two years continuous service, they will be entitled to an additional one weeks' notice.
- (c) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- (d) In calculating any payment in lieu of notice, the wages the Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- (e) The period of notice in this Clause shall not apply in the case of dismissal for misconduct, or in the case of casual Employees or Employees engaged for a specific period of time or for a specific task or tasks.

Notice of termination by the Employee

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- (f) The notice of termination required to be given by the Employee is the same as that required of the Employer, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
 - (g) In respect of any forfeiture by the Employee of wages in lieu of providing notice, the Employee may at any time authorise the Employer to deduct from their wages payable up to, or on, termination relevant wages payable in lieu of notice.
 - (h) Should an Employer not receive such an authorisation from the Employee, the Employer may recover such outstanding amount from the Employee in the appropriate statutory tribunal. It is acknowledged that the Employee has the same rights to pursue an Employer for underpayment in the appropriate jurisdiction.

Instant dismissal

- (i) The Employer shall have the right to dismiss the Employee without notice for conduct that justifies instant dismissal including but not limited to neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only.

31. REDUNDANCY

- (a) Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of the Employer, the Employer shall consult with affected Employees in accordance with the consultation regarding change provision of this Agreement.
- (b) **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 any Employee and that decision leads to the termination of the employment of the Employee, except where this is due to the ordinary and customary turnover of labour (**Redundant** has a corresponding meaning).
- (c) Transfer to lower paid duties
 - (i) Where an Employee is transferred to lower paid duties by reason of Redundancy, the Employee shall be entitled to the same period of notice of transfer as she or he would be entitled to if her or his employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks' notice still due.
- (d) Severance pay

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- (i) In addition to the period of notice prescribed for termination, an Employee whose employment is terminated by reason of Redundancy be paid the following amount of severance pay in respect of a period of continuous service.

<i>Period of continuous service</i>	<i>Severance pay</i>
less than one year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

- (ii) "Weeks' pay" means the ordinary time rate of pay for the Employee concerned.
- (e) Employee Leaving During Notice Period
- (i) An Employee whose employment is terminated by reason of Redundancy may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with the Employer until the expiry of such notice. Provided in such circumstances the Employee shall not be entitled to payment in lieu of notice.
- (f) Alternative Employment
- (i) Where the Employer obtains acceptable alternate employment for the Employee no severance payment is payable subject to an order of the FWC.
- (g) Time off Period of Notice
- (i) During the period of notice of termination given by the Employer an Employee shall be allowed time off, up to one day, without loss of pay during each week of notice for the purpose of seeking other employment.
- (ii) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, produce proof of attendance at an interview or she or he shall not receive payment for the time absent.

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- (iii) For this purpose a statutory declaration will be sufficient.
 - (h) Employees with Less Than One Year of Continuous Service
 - (i) This clause does not apply to Employees with less than one year of continuous service.
 - (i) Employees Exempted
 - (i) This clause shall not apply where employment has been terminated because the conduct of an Employee justifies instant dismissal or in the case of casual Employees, or Employees engaged for a specific period of time or for a specified task or tasks.

32. PROGRESSION AND ADVANCEMENT

(a) Salary on appointment

An EN or RN, on appointment, will be paid a rate of salary by reference to the Employee's relevant continuous experience since becoming an EN or RN and the nature of the role to which they are appointed.

In determining relevant continuous experience:

- (i) any period of service prior to an absence of less than five years from active nursing duties relevant to the classification in which the Employee is employed, or is to be employed, will be taken into account;
- (ii) any period of service prior to an absence of five years or more from active nursing duties relevant to the classification in which the Employee is employed or is to be employed, will be taken into account where the Employee has successfully completed an approved refresher course but will be subject to a reduction of one year on the relevant incremental scales;
- (iii) completed months will be taken into account;
- (iv) recognised service in a classification higher than that in which the Employee is employed or is to be employed is that service directly relevant to the duties performed or to be performed;
- (v) the onus of proof of previous continuous employment will be on the Employee and will be established at the time of employment. An Employer will, when provided with evidence by an Employee, accept, reject or request further particulars to establish continuous experience; and
- (vi) if an Employee deliberately misrepresents previous continuous experience, such action will amount to misconduct and any service misrepresented will be disregarded in calculating the Employee's position on the relevant incremental scale. When non-disclosure is not

by virtue of deliberate misrepresentation, previous continuous experience will only be taken into account in determining the Employee's position on the relevant scale from the time that it is made known to the Employer.

(b) Incremental payments

- (i) Employees shall be entitled to increments for service in their respective Classification Level following the completion of 12 months service or in the case of a part-time or casual Employee following the completion of a minimum of 1786 hours of experience, provided that no Employee shall progress to the next applicable increment for service prior to the completion of 12 months service after the previous or existing increment.
- (ii) This Incremental Progression will be applied in conjunction with the provisions of sub-clause (a) as currently applied, with no change to occur to any of the existing provisions, unless specifically varied by this clause.

33. HIGHER DUTIES

An Employee who is required to perform the duties of a position carrying a higher salary than their normal classification will be paid for the time worked at the relevant rate for each position in excess of three days. Where the Employee performs higher duties for more than three days the Employee shall be paid at the higher rate for the entire period they are required to perform higher duties.

34. ALLOWANCES

(a) Travelling expenses

Employees required to travel at the direction of the Employer must be reimbursed all expenses actually and reasonably incurred in undertaking such travel, excluding travel from the Employee's home to the first place of work and travel home at the end of the Employee's duties. If the Employee is required to use a private vehicle for such travel, the Employee must be reimbursed at the rate of 78 cents per kilometre.

(b) Allowances for additional qualifications – Registered Nurses

(i) Subject to the conditions in subclause (c) of this clause:

- (1) an Employee who holds a post-registration hospital certificate as recognised by the Employer and relevant to the Employee's current role shall be paid an allowance as set out in Appendix 1 per week.

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- (2) an Employee who holds a recognised post-graduate certificate shall be paid an allowance as set out in Appendix 1 per week.
 - (3) an Employee who holds a recognised post-graduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance as set out in Appendix 1 per week.
 - (4) an Employee who holds a recognised masters degree or doctorate shall be paid an allowance as set out in Appendix 1 per week.

The allowances in subclause (b) will be paid on a pro rata basis for part-time Employees.

(c) Conditions

- (i) The qualification allowances set out at subclause (b) do not apply to those Employees that are classified and paid in accordance with the rates of pay set out at Schedule 2.
- (ii) The additional qualifications must be in addition to the basic qualification(s) required for an Employee's position and must be directly relevant** (as determined by the Employer) to the Employee's current practice, position or role. A qualification allowance cannot be claimed in respect of an Employee's base qualification leading to registration or enrolment.
- (iii) Only one allowance is payable. Where more than one additional, relevant** qualification (as determined by the Employer) is held by an Employee, only one allowance applicable will be paid.
- (iv) The allowance is payable as a flat rate and does not form part of the wage rate and is paid on a fortnightly basis.
- (v) The allowance is payable during paid leave.
- (vi) An Employee claiming entitlement to a qualification allowance must provide the Employer with written evidence of having satisfactorily completed the requirements for the qualification for which the entitlement is claimed.
- (vii) ** For the purposes of this Clause, "directly relevant" means that the additional qualification is applicable to an Employee's current area of practice. In considering whether the qualification is relevant, the nature of the qualification together with the current area of practice, the classification and the position description of the qualification holder are the main criteria.

(d) Qualification Allowance for Enrolled Nurses

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- (i) An enrolled nurse, who holds a relevant Certificate IV or equivalent continuing education qualification in a clinical field, or Advanced Diploma of Nursing (Enrolled Nursing) in addition to the qualification leading to enrolment, shall be paid a continuing education allowance, subject to the following conditions set out below:
 - (1) the allowance is only payable where the qualification is accepted by the Employer to be directly relevant to the competency and skills used by the enrolled nurse in the duties of the position;
 - (2) an Employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (3) the Employee claiming entitlement to a qualification allowance must provide evidence to the Employer that they hold that qualification.
 - (ii) Subject to the provisions in subclause (d)(i) of this clause, an enrolled nurse who holds a Certificate IV qualification shall be paid an allowance as set out in Appendix 1 per week.
 - (iii) Subject to the provisions in subclause (d)(i) of this clause, an enrolled nurse who holds an Advanced Diploma of Nursing (Enrolled Nursing) qualification shall be paid an allowance as set out in Appendix 1 per week
- (e) On-call allowances
- (i) Registered Nurses and Enrolled Nurses, rostered to be on-call at their private residence, or any other mutually agreed place:
 - (1) between rostered shifts of ordinary hours on a Monday to Thursday inclusive, will receive an amount of \$70.00 (this will include up to 1 hours of work undertaken via telephone attendances) for the 24 hour period or part thereof;
 - (2) on a Friday to Sunday will receive an amount of \$ 105.00 (this will include up to 2 hours of work undertaken via telephone attendances) for the 24 period of part thereof;
 - (3) on a public holiday the Employee is will receive an amount of \$-150.00 (this will include up to 2 hours of work undertaken via telephone attendances) for the 24 period or part thereof.
 - (4) Where the time worked undertaken via telephone attendance exceeds the periods prescribed in (1), (2) and (3) above, the total time will be rounded to the nearest 15 minutes and paid at the appropriate overtime rate.

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- (5) The additional payments prescribed by the on call provisions do not form part of the Employee's ordinary pay for the purpose of this Agreement.
 - (ii) In addition to the allowance set out at (c)(i) above, where an employee who is on call is recalled to duty and is required to perform work (including a recall to duty attendance at a client's home or the workplace) the Employee will be paid a minimum of 2 hours for such work at the applicable overtime rate under clause 20.
 - (f) Uniform and Laundry
 - (i) Where Employees are required by the Employer to wear uniforms;
 - (1) such uniforms will be supplied free of cost to Employees. Such items are to remain the property of the Employer;
 - (2) instead of the provision of such uniforms, the Employer may pay such employee a uniform allowance at the rate as set out in Appendix 1 per shift or part thereof on duty or the allowance set out in Appendix 1 per week, whichever is the lesser amount. Where such Employee's uniforms are not laundered by or at the expense of the Employer, the Employee will be paid a laundry allowance as set out in Appendix 1 per shift or part thereof on duty or the allowance set out in Appendix 1 per week, whichever is the lesser amount.
 - (ii) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

35. MEAL ALLOWANCE

- (a) An Employee will be supplied with an adequate meal where an Employer has adequate cooking and dining facilities or be paid an Overtime Meal Allowance in addition to any overtime payment as follows:
 - (i) when the overtime work on any shift exceeds one hour – Overtime Meal Allowance A will be paid.
 - (ii) where such overtime exceeds four hours on any shift exceeds four hours – Overtime Meal Allowance B will be paid.
- (b) Clause (a) will not apply when an Employee could reasonably return home for a meal within the meal break.
- (c) The Overtime Meal Allowances are set at Appendix 1.

36. LONG SERVICE LEAVE

- (a) An Employee's entitlement to long service leave will be in accordance with section 113 of the Fair Work Act. Therefore,
 - (i) if there are applicable award-derived long service leave terms in relation to an Employee, the Employee is entitled to long service leave in accordance with those terms (**Award – Derived Term**);
 - (ii) if there is no applicable Award- Derived Term, the Employee is entitled to long service leave in accordance with State or Territory laws that deal with long service leave applicable to the State or Territory in which the Employee predominantly performs work for the Employer.

37. REPRESENTATIVE LEAVE

- (a) Leave to attend trade union and union delegate courses/ seminars shall be as follows:
 - (i) To a maximum of three (3) days per year (1 January to 31 December) for each State for the totality of all applications of paid trade union, union delegate training leave, attendance at association conferences, meetings and courses provided that:
 - (1) The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute procedures;
 - (2) That two (2) weeks' notice is provided to the Employer;
 - (3) The approval of leave must have regard to the operational requirements of the Employer;
 - (4) This leave shall be paid at the ordinary time rate of pay.
- (b) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

38. WORKLOAD MANAGEMENT

- (a) 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 care.
- (b) To ensure that Employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
- (c) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.

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- (d) If a solution cannot be identified and implemented within 72 hours, the matter should be referred to an appropriate senior manager, within their work site/location, for further discussion.
 - (e) If a solution still cannot be identified and implemented, the matter should be referred to the General Manager or equivalent for further discussion and possible consultation with specialist leads such as Human Resources, WHS, clinical or other as required to determine a solution.
 - (f) The outcome of the discussions at each level and any proposed solutions should be recorded and fed back to the affected employees.
 - (g) Workload management will be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:
 - (i) Clinical assessment of residents' needs;
 - (ii) The demands of the environment such as facility layout;
 - (iii) the requirements of relevant legislation;
 - (iv) Operational requirements;
 - (v) Reasonable workloads;
 - (vi) Accreditation standards; and
 - (vii) Budgetary considerations.
 - (h) If the issue is still unresolved, the Employee/s may advance the matter through the Dispute Settlement/ Resolution Procedure set out in this Agreement.

39. FLEXIBILITY ARRANGEMENTS

- (a) The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (i) the arrangement deals with one or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;
 - (5) leave loading; and

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- (ii) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (i); and
 - (iii) the Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
 - (b) The Employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
 - (c) The Employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Employer and Employee; and
 - (iii) 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
 - (iv) includes details of:
 - (1) the terms of the Agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) 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
 - (v) states the day on which the arrangement commences.
 - (d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
 - (e) The Employer or Employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Employer and Employee agree in writing — at any time.

40. COMMUNITY SERVICE LEAVE AND NATURAL DISASTER LEAVE

- (a) Employees are entitled to Community Service Leave, including but not limited to jury service and voluntary emergency management activity, as set out in the NES.
- (b) Upon the approval from the Employer, where the applicable State or Territory in which the Employee is engaged to work has declared a natural disaster that directly affects the Employee, the Employee may access up to three days' special paid leave.

41. CEREMONIAL LEAVE

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

42. WORKPLACE HEALTH AND SAFETY

- (a) The Employer is committed to continuous improvement in health and safety standards and has established consultative arrangements which are in accordance with the relevant occupational health and safety act and regulations. The Employer ensures ongoing training and support for managers, supervisors and staff in respect to occupational health and safety standards.

43. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

- (a) This clause applies to all Employees, including casuals.
- (b) Definitions
 - (i) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

family member means:

- (1) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (2) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- (3) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

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- (ii) A reference to a spouse or de facto partner in the definition of family member in clause 43(b)(i) includes a former spouse or de facto partner.
- (c) Entitlement to leave
- (i) An Employee is entitled to 10 days' leave to deal with family and domestic violence, as follows:
 - (1) The entitlement to leave is paid for full and part time employees and unpaid for casual employees;
 - (2) the leave is available in full at the start of each 12 month period of the Employee's employment; and
 - (3) the leave does not accumulate from year to year;
 - (ii) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.
 - (iii) The Employer and Employee may agree that the Employee may take additional unpaid leave to deal with family and domestic violence.
- (d) Taking leave to deal with family and domestic violence
- (i) An Employee may take leave to deal with family and domestic violence if the Employee:
 - (1) is experiencing family and domestic violence; and
 - (2) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.
 - (ii) The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.
- (e) Service and continuity
- The time an Employee is on leave to deal with family and domestic violence, which is:
- (i) paid leave – does count as service for all purposes.
 - (ii) unpaid leave - does not count as service but does not break the Employee's continuity of service
- (f) Notice and evidence requirements
- (i) Notice
- An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:

-
- (1) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (2) must advise the Employer of the period, or expected period, of the leave.
 - (ii) Evidence
 - (1) An Employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 43(d).
 - (2) Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.
 - (g) Confidentiality
 - (i) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 43(f), is treated confidentially, as far as it is reasonably practicable to do so.
 - (ii) Nothing in clause 43(g) prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Employer may consult with such Employees regarding the handling of this information.

(h) Compliance

An Employee is not entitled to take leave under clause 43 unless the Employee complies with clause 43.

I am authorised to sign this Agreement on behalf of CALVARY HOME CARE SERVICES LIMITED.

SIGNATURE 

PRINT NAME AND TITLE

Address: Suite 5, Level 1 342-346 main Rd
Cardiff NSW 2285.

David Izzard
Director of Human Resources

Date
18/06/19.

I am authorised to sign this Agreement, as the employee bargaining representative, on behalf of the Australian Nursing and Midwifery Federation.



ANNIE BUTLER, ANMF FEDERAL SECRETARY

SIGNATURE

PRINT NAME AND TITLE

Address: Level 1, 365 Queen Street, Melbourne VIC 3000

Date 18/06/2019

SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS (Excluding Specialist Nursing Classifications)

Enrolled nurses

An EN Level 1 holds a current EN qualification and works under RN supervision to provide direct clinical care to clients in the community.

The EN Level 1 may advance through six annual salary increments based on a satisfactory assessment of performance, demonstrated competence and the completion of the minimum number of hours (1786) for part time and casual Employees. The performance expectations are outlined in duty statements, care manuals and the performance appraisal system

An EN Level 2 holds a current EN qualification, has demonstrated experience and is employed in a co-ordination/case manager role where there is a clinical component within scope of practice. This role will have responsibility for assessing and monitoring client care, directing and monitoring support worker care to clients and seeking guidance from a qualified RN when client circumstances require this. The EN Level 2 may advance through five annual salary increments based on a satisfactory assessment of performance, demonstrated competence and the completion of the minimum number of hours (1786) for part time and casual Employees. The performance expectations are outlined in duty statements, care manuals and the performance appraisal system.

Enrolled Nurses who have either achieved the Enrolled Nurse Diploma upon the commencement of their employment with Calvary Home Care Services Ltd, or who achieve the Enrolled Nurse Diploma during their employment will be advanced one increment point within the Enrolled Nurse classification. The introduction of this clause will occur from the first full pay period on the first pay period after this Agreement is approved by the FWC.

An Enrolled Nurse must provide the Employer with written evidence of having satisfactorily completed the requirements for the Diploma qualification.

Registered nurses

Registered Nurse Level 1 (RN-1)

Means an RN who:

According to the Employee's level of competence; and under the supervision of, or with general access to a more competent RN who provides work related support and direction, is required to perform general nursing duties which include substantially, but are not confined to:

- Delivering direct and comprehensive nursing care and individual case management to clients within the practice setting including the community.
- Coordinating services, including those of other disciplines or agencies, to individual clients.
- Providing education, counselling and group work services orientated towards the promotion of health status improvement of clients.

-
- Providing support, direction and education to newer or less experienced staff.
 - Working within professional scope of practice and experience.
 - Participating in action research and policy development within the practice setting.
 - Subject to higher duties, relieving Clinical nurses.

Registered Nurse Level 2 (RN-2)

Means an RN who:

Holds any other qualification required for working in the Employer's particular practice setting, and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the Employee is required to perform the duties detailed in this sub-clause on a continuing basis.

Appointed at this level is required in addition to the duties of an RN1, to perform duties as identified by the area manager, and clinical nursing duties which will substantially include, but are not confined to:

- Delivering direct and comprehensive assessment, nursing care and individual case management to a specific group of clients.
- Providing support, direction, orientation and education to RN1's and other less experienced staff.
- Planning and coordinating services relating to a particular group of clients
- Delivering developed training programs to RN1's and other less experienced staff
- Acting as a role model in the provision of holistic care to clients.
- Assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting; and
- Subject to higher duties relieving RN-3's as required.

Registered Nurse Level 3 (RN-3)

Means an RN who:

Holds any other qualification required for working in the Employer's particular practice setting, and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the Employee is required to perform duties in addition to the duties of an RN-2. Such additional duties may include undertaking authorised research projects and drafting new policies and procedures for the workplace.

Provides leadership and role modelling particularly in the areas of action research and quality assurance programs, staff and resource management and policy development and implementation

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

Co-ordination or managing nursing or multi-disciplinary service teams providing acute nursing and community services

Clinical Educator is a registered nurse:

- appointed to the role; and
- is responsible for the design, development, coordination, delivery and evaluation of education related to clinical practice.
- Evaluates clinical practice

Clinical Team Leader (CLT) is a registered nurse:

- appointed to the role;
- has a minimum of 5 years experience in a clinical/ managerial setting;
- is responsible for the coordination and expansion of a responsive clinical service that supports hospital avoidance, early discharge, post-acute services, DVA and CHSP Nursing and general community nursing.
- Manage nurse teams
- Responsible for the operational management of a clinical nursing team;
- Responsible for the operationalising and successfully meeting the key performance and compliance indicators for less than three externally funded clinical nursing contracts
- Evidence of model of care development and evaluation
- Evidence of new funding agreement implementation

Clinical Care Coordinator is a registered nurse:

- appointed to the role; and
- is responsible for leading the coordination of clinical programs across multiple streams including Department of Veteran Affairs – Community Nursing, Commonwealth Home Support Program – Nursing, the Post-Acute Nursing program and public health hospital avoidance and supported hospital discharge programs

Nurse Practitioner – Community Nursing is a registered nurse:

- appointed to the role; and
- has obtained the nurse practitioner tertiary qualification and endorsement with the Nursing and Midwifery Board of Australia or its successor to enable them to become licensed Nurse practitioners.

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

Role of a licensed Nurse practitioner

(a) The nurse practitioner is able to assess and manage the care of clients/residents using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a registered nurse /midwife in extended practice across stable, unpredictable and complex situations.

(b) The nurse practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.

Scope of practice

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

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

(b) the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

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

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

SCHEDULE 2: SPECIALIST NURSING ARRANGEMENTS

An Employee may be appointed by the Employer to a specialist classification/role set out in the below table (Specialist Nursing Classification). An Employee employed in a Specialist Nursing Classification will undertake “specialist work”, being:

- work in the practice area and settings (as defined);
- work that requires specialist knowledge and expertise (evidenced by the Employee holding relevant post graduate qualifications in identified relevant speciality areas).

An Employee appointed to a Specialist Nursing Classification and undertaking Specialist Work will be paid in accordance with the below table (in substitution for the rates set out at Appendix 1:

Specialist Nursing Classifications	Required Qualifications	Hrly Rate of Pay	Hrly Rate of Pay	Hrly Rate of Pay	Hrly Rate of Pay
		Current	FFPPOA 1.7.19	FFPPOA 1.7.20	FFPPOA 1.7.21
<i>Clinical Team Leader – Specialist Nurses (SCLT)</i>	<i>Relevant post graduate qualification and experience</i>	53.30	54.90	56.55	58.24
<i>Specialist Nurse – Level 3 RN</i>	<i>Post graduate tertiary qualifications (Graduate Diploma level and above) in specialisation area - including Palliative Care, Diabetes, continence management, stomal therapy, dementia care, gerontology and Wound Management (Specialisation Area) and 5 years community nursing experience or other relevant nursing experience.</i>	52.00	53.56	55.17	56.82
<i>Specialist Nurse – Level 2 RN</i>	<i>Post Graduate Certificate – in Specialisation Area and 3 years community nursing experience or other relevant nursing experience.</i>	45.16	46.51	47.91	49.35
<i>Specialist Nurse – Level 1 RN</i>	<i>Hospital Certificate – in Specialisation Area and 2 years of community nursing experience or other relevant nursing experience.</i>	43.73	45.04	46.39	47.78

Practice Area and Settings for the purposes of Specialist Work are:

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- Hospital services provided in the community/ clinic setting (including continence management, diabetes management, wound management, stomal therapy, dementia care, palliative care, vascular access and blood products, gerontology)

Specialist Work Allowance

Where an Employee is not appointed to a Specialist Nursing Classification but is required by the Employer to undertake Specialist Work on any day/ shift, under the supervision of an Employee who is engaged in a Specialist Nursing Classification (which may include both direct and remote supervision), the first Employee will be paid, in addition to their ordinary rate of pay, the Specialist Work Allowance for the time so worked. The Specialist Work Allowance is \$3.50 per hour.

Classification Descriptors

A Specialist Nurse, at each level, is required to optimise client care by working with nursing staff to develop specialised treatment plans (according to stated area(s) of speciality) after undertaking relevant client examinations/ assessments. The role also encompasses the Specialist Nurse undertaking education of clients and client family members on how to best manage the client's condition.

Specialist Nurse – Level 1 RN – Registered Nurse with a demonstrated special interest and associated skill set (commensurate with level of experience) in a particular clinical specialty who works primarily with these clients under the indirect supervision of a Specialist Nurse Level 2 or 3 RN. In conjunction with the Level 2 or 3 RN, they possess the skills and capability to execute specialised treatment plans and client / family education.

Specialist Nurse – Level 2 RN – Registered nurse who has significant experience and demonstrates competence in nursing skills and behaviours in a particular specialty under the indirect supervision of a Level 3 Specialist RN. They possess the skills and capability to execute specialised treatment plans and client / family education.

Specialist Nurse – Level 3 RN – Is a senior practitioner with advanced nursing skills and behaviours, clinical reasoning and judgement to a higher level of capability in a particular specialty. Their practice is safe and effective and they are responsible and accountable for managing people with complex health care requirements this optimises client care by working with nursing staff to increase their level of clinical competence and skills through clinical mentoring and facilitation and developing specialised treatment plans after client examination. They possess highly developed skills in client / family education.

Clinical Team Leader- Specialist Nurses (SCLT) is a registered nurse:

- appointed to the role;
- has a minimum of 5 years experience in a clinical/ managerial setting;
- holds relevant post graduate qualifications;
- is responsible for the coordination and expansion of a responsive clinical service that supports hospital avoidance, early discharge, post-acute services, DVA and CHSP Nursing and general community nursing.
- Manage nurse teams

-
- Responsible for the operational management of a specialist nursing team;
 - Responsible for the operationalising and successfully meeting the key performance and compliance indicators for less than three externally funded clinical nursing contracts
 - Evidence of model of care development and evaluation
 - Evidence of new funding agreement implementation

APPENDIX 1 –WAGE RATE SCHEDULE

Description	FFPPOA 1 July 2018 (3.5%)	FFPPOA 1 July 2019 (3%)	FFPPOA 1 July 2020 (3%)	FFPPOA 1 July 2021 (3%)
EN Lvl 1 Year 1	23.45	24.15	24.88	25.62
EN Lvl 1 Year 2	23.79	24.50	25.24	26.00
EN Lvl 1 Year 3	24.10	24.83	25.57	26.34
EN Lvl 1 Year 4	24.36	25.10	25.85	26.62
EN Lvl 1 Year 5	24.67	25.41	26.17	26.96
EN Lvl 1 Year 6	24.98	25.73	26.50	27.29
EN Lvl 2 Year 1	30.21	31.12	32.05	33.01
EN Lvl 2 Year 2	31.69	32.64	33.62	34.63
EN Lvl 2 Year 3	32.75	33.73	34.75	35.79
EN Lvl 2 Year 4	33.87	34.88	35.93	37.01
EN Lvl 2 Year 5	35.02	36.07	37.15	38.26
EN Lvl 2 Year 6	36.14	37.22	38.34	39.49
RN Lvl 1 Year 1	26.47	27.27	28.09	28.93
RN Lvl 1 Year 2	27.69	28.52	29.38	30.26
RN Lvl 1 Year 3	28.90	29.76	30.66	31.58
RN Lvl 1 Year 4	30.09	31.00	31.93	32.89
RN Lvl 1 Year 5	31.29	32.23	33.20	34.20
RN Lvl 1 Year 6	32.49	33.47	34.47	35.51
RN Lvl 2 Year 1	34.89	35.94	37.02	38.13
RN Lvl 2 Year 2	35.69	36.76	37.87	39.00
RN Lvl 2 Year 3	36.50	37.59	38.72	39.88
RN Lvl 2 Year 4	37.32	38.44	39.59	40.78
RN Lvl 2 Year 5	38.44	39.59	40.78	42.00
RN Lvl 2 Year 6	39.59	40.77	42.00	43.26
RN Lvl 3 Year 1	39.78	40.97	42.20	43.46
RN Lvl 3 Year 2	40.70	41.92	43.18	44.47
RN Lvl 3 Year 3	41.62	42.87	44.15	45.48
RN Lvl 3 Year 4	42.53	43.81	45.12	46.48
RN Lvl 3 Year 5	43.48	44.79	46.13	47.51
RN Lvl 3 Year 6	44.43	45.76	47.13	48.55
<i>Clinical Care Co-ordinator</i>	40.96	42.19	43.45	44.76
<i>Clinical Educator</i>	45.08	46.43	47.83	49.26
<i>Clinical Team Leader –</i>	49.66	51.15	52.68	54.26
<i>Nurse Practitioner –</i> <i>Community Nursing</i>	60.00	61.80	63.65	65.56

Table 1: Casual Enrolled Nurse Level 1 (Saturday, Sunday and Overtime rates of pay)

Description	Saturday	Sunday	Overtime – Saturday first 2 hours	Overtime – Saturday after 2 hours or Sundays
	FFPPOA 1 July 2019 p/hr	FFPPOA 1 July 2019 p/hr	FFPPOA 1 July 2019 p/hr	FFPPOA 1 July 2019 p/hr
EN Lvl 1 Year 1	43.35	50.57	43.35	57.80
EN Lvl 1 Year 2	43.92	51.24	43.92	58.56
EN Lvl 1 Year 3	44.50	51.92	44.50	59.33
EN Lvl 1 Year 4	45.15	52.67	45.15	60.19
EN Lvl 1 Year 5	45.60	53.20	45.60	60.80
EN Lvl 1 Year 6	45.60	53.20	45.60	60.80
	FFPPOA 1 July 2020 p/hr	FFPPOA 1 July 2020 p/hr	FFPPOA 1 July 2020 p/hr	FFPPOA 1 July 2020 p/hr
EN Lvl 1 Year 1	44.65	52.09	44.65	59.53
EN Lvl 1 Year 2	45.24	52.78	45.24	60.32
EN Lvl 1 Year 3	45.84	53.48	45.84	61.11
EN Lvl 1 Year 4	46.50	54.25	46.50	62.00
EN Lvl 1 Year 5	46.97	54.80	46.97	62.62
EN Lvl 1 Year 6	46.97	54.80	46.97	62.62
	FFPPOA 1 July 2021 p/hr	FFPPOA 1 July 2021 p/hr	FFPPOA 1 July 2021 p/hr	FFPPOA 1 July 2021 p/hr
EN Lvl 1 Year 1	45.99	53.65	45.99	61.32
EN Lvl 1 Year 2	46.59	54.36	46.59	62.13
EN Lvl 1 Year 3	47.21	55.08	47.21	62.94
EN Lvl 1 Year 4	47.90	55.88	47.90	63.86
EN Lvl 1 Year 5	48.38	56.44	48.38	64.50
EN Lvl 1 Year 6	48.38	56.44	48.38	64.50

The rates set out in this table are inclusive of the 25% casual loading.

Allowances		Date of EA coming into operation	FFPPOA 1 July 2019 (3%)	FFPPOA 1 July 2020 (3%)	FFPPOA 1 July 2021 (3%)
On call allowances					
between rostered shifts of ordinary hours on a Monday to Thursday inclusive, will receive On call Allowance A (this will include up to 1 hours of work undertaken via telephone attendances) for the 24 hour period or part thereof	On Call Allowance A	70.00	72.10	74.26	76.49
on a Friday to Sunday will receive On call Allowance B (this will include up to 2 hours of work undertaken via telephone attendances) for the 24 period of part thereof;	On Call Allowance B	105.00	108.15	111.39	114.74
on a public holiday the Employee is will receive On Call Allowance C (this will include up to 2 hours of work undertaken via telephone attendances) for the 24 period or part thereof.	On Call Allowance C	150.00	154.50	159.14	163.91
Specialist Work Allowance		3.50	3.61	3.71	3.82
Qualification Allowances (p/week)		FFPPOA 1 July 2018	FFPPOA 1 July 2019 (3%)	FFPPOA 1 July 2020 (3%)	FFPPOA 1 July 2021 (3%)
RN					
Hospital Cert/ Grad Cert		33.65	34.66	35.70	36.77
Post Grad Dip		50.47	51.98	53.54	55.15
Masters/ PhD		61.69	63.54	65.45	67.41
EN					
Cert IV		25.24	26.00	26.78	27.58
Adv. Dip		30.28	31.19	32.12	33.09
Overtime Meal Allowance A		12.88	13.27	13.66	14.07
Overtime Meal Allowance B		11.61	11.96	12.32	12.69
Uniform Allowance		\$1.23 per shift or \$6.24 per week, whichever is the lesser amount	\$1.27 per shift or \$6.43 per week, whichever is the lesser amount	\$1.30 per shift or \$6.62 per week, whichever is the lesser amount	\$1.34 per shift or \$6.82 per week, whichever is the lesser amount
Laundry Allowance		\$0.32 per shift, or	\$0.33 per shift, or	\$0.34 per shift, or	\$0.35 per shift, or

		\$1.49 per week, whichever is the lesser amount	\$1.53 per week, whichever is the lesser amount	\$1.58 per week, whichever is the lesser amount	\$1.63 per week, whichever is the lesser amount
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