



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Calvary Retirement Communities Limited
(AG2019/4552)

CALVARY RETIREMENT COMMUNITIES LIMITED (NEW SOUTH WALES) AND THE AUSTRALIAN NURSING AND MIDWIFERY FEDERATION (NEW SOUTH WALES BRANCH) – NURSING EMPLOYEES ENTERPRISE AGREEMENT 2019

Health and welfare services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 21 JANUARY 2020

Application for approval of the Calvary Retirement Communities Limited (New South Wales) and the Australian Nursing and Midwifery Federation (New South Wales Branch) - Nursing Employees Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *Calvary Retirement Communities Limited (New South Wales) and the Australian Nursing and Midwifery Federation (New South Wales Branch) - Nursing Employees Enterprise Agreement 2019 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The Agreement lodged as part of the application for approval contained an error in Appendix 3. On 17 January 2020, the Applicant filed an amended version of the Agreement pursuant to section 586 of the Act correcting the error in Appendix 3. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to section 586 of the Act.

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

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

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

[5] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[6] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[7] The Australian Nursing and Midwifery Federation New South Wales Branch being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[8] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 28 January 2020. The nominal expiry date of the Agreement is 30 June 2022.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2019/4552

Applicant:

Calvary Retirement Communities Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Kaivalya Prasad, Acting Director of Human Resources for Calvary Retirement Communities Limited give the following undertakings with respect to the *Calvary Retirement Communities Limited (New South Wales) and the Australian Nursing and Midwifery Federation (New South Wales Branch) - Nursing Employees Enterprise Agreement 2019* ("the Agreement"):

1. I have the authority given to me by Calvary Retirement Communities Limited to provide this undertaking in relation to the application before the Fair Work Commission.
2. The undertakings are as follows:
 - a. Calvary undertakes that a casual employee will be entitled to receive the below penalty rate for work performed on a Saturday or Sunday. For clarity no other loadings or penalty rate will apply to such work:

	Saturday	Sunday
Registered Nurse	50%	75%
AIN	75%	105%
Enrolled Nurse	60%	85%

- b. Notwithstanding clause 17(c) of this Agreement (Casual Employment):
 - i. the provisions related to Overtime will apply to casual employees in accordance with clause 17(g). Under clause 17(g) a casual employee is entitled to overtime rates when he / she works in excess of 10 hours in a day or 76 hours in a fortnight. For clarity, this means that the overtime rate at clause 23(c) (i), (ii) or (iii) (as applicable) will apply to a casual employee and be applied to the casual rate of pay.
 - ii. clauses 15(f) and 15(h) of this Agreement apply to casual employees.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



 Signature

 17 January 2020

Date

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

**Calvary Retirement Communities Limited
(New South Wales) and the Australian
Nursing and Midwifery Federation (New
South Wales Branch) – 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 will be known as the *Calvary Retirement Communities Limited (New South Wales) and the Australian Nursing and Midwifery Federation (New South Wales Branch) – Nursing Employees Enterprise Agreement 2019*.

3. DEFINITIONS

In this Agreement, unless the contrary intention appears:

Agreement means the *Calvary Retirement Communities Limited (New South Wales) and the Australian Nursing and Midwifery Federation (New South Wales Branch) – Nursing Employees Enterprise Agreement 2019*

Union means the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch). The NSWNMA is the commonly recognised reference in NSW.

Fair Work Act means the *Fair Work Act 2009 (Cth)*

FWC means the Fair Work Commission the statutory body established under the Fair Work Act or any successor organisation established under Commonwealth legislation.

Employee means an Employee of the Employer in the State of New South Wales employed in a classification set in this Agreement.

Employer means Calvary Retirement Communities Limited

NES means National Employment Standards being the legislated minimum standards for workplace conditions under the Fair Work Act.

Assistant in Nursing Care means a person, other than a registered nurse, trainee or enrolled nurse who is employed in nursing and associated duties in the nursing home facility and who holds a Certificate Level III in Aged Care. Associated duties may include all functions involved in the provision of personal support, care and lifestyle including but not limited to the following:

Provision of personal care to support resident's lifestyle
Assisting with serving and clean-up of meals and morning and afternoon teas
Assisting with washing of personal laundry of residents
Participation in social activities with residents
Tidying personal lockers and bedside tables of residents
Ensuring bathroom items are available for resident's use

Assistant in Nursing Care Team Leader means an Employee who holds either a Certificate Level IV in Aged Care or other appropriate Qualifications/Experience acceptable to the Employer who is designated by the Employer as having the responsibility for leading and/or supervising the other Assistants in Nursing.

Assistant Director of Care (Nursing) means:

(1) A person appointed as such in any sized nursing home facility and includes a person appointed as the nurse in charge during the evening or night in a nursing home facility where the occupied beds is not less than 150.

(2) A person appointed as such to a position approved by the Employer including persons appointed to be in charge of a ward or group of wards.

Board or **NMBA** means the Nurses and Midwives Board of Australia

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

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

The Clinical Nurse Educator will cater for the delivery of clinical nurse education at the nursing home. The Clinical Nurse Educator may also be responsible for new Employee orientation at the nursing home and or hostel.

A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the nursing home to provide the educational programmes detailed above.

Nothing in this clause will affect the role carried out by the Clinical Nurse Specialist as a specialist resource.

Clinical Nurse Specialist means - a registered nurse with specific post registration qualifications and twelve months experience working in the clinical area of her/his specified post registration qualification; or a registered nurse with four years post registration experience in a specific clinical area and working in the clinical area of her/his specified post registration experience.

Day Worker means a worker who works his/her ordinary hours from Monday to Friday, inclusive, and who works their ordinary hours on such days between 6.00 a.m. and 6.00pm., otherwise than as part of the shift system.

Deputy Director of Care (Nursing) means a person appointed to that position or deemed to hold that position.

Enrolled Nurse means a person enrolled by the Board as such.

Enrolled Nurse – Medication Endorsed means a person enrolled by the Board as such and endorsed to administer medications by the Board.

Unit Coordinator- means a person enrolled by the Board as such and under the direction and supervision of the Registered Nurse (RN), and demonstrating competence in the provision of resident- centred care as specified by the NSW Nurses and Midwives Board (EEN'S), educational preparation and context of care.

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- Providing quality resident care according to assessed and monitored individual needs
 - leading a team of care staff under direction and supervision of a Registered Nurse
 - participating in teams within the service such as, Team Leader meetings, OH&S activities and staff meetings

Experience and **Service** for the purposes of progression for all classifications for which there is more than one pay point/ year of service increment, will be on the basis of an annual movement to the next increment, or in the case of part-time and casual Employees on the acquisition of 1976 hours of experience.

Facility means a nursing home and/or hostel.

Industry of Nursing means the industry of persons engaged in New South Wales in the profession of nursing in nursing homes and/or hostel.

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

Nurse Educator means a registered nurse with post-registration certificate, who has relevant experience or other qualifications and who is appointed to a position of Nurse Educator. The Nurse Educator will be responsible for the development, implementation and delivery of nursing education programmes within a nursing home. Nurse education programmes will include courses conducted such as post-registration certificates, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and general staff development courses.

A person appointed to a position of Nurse Educator who holds relevant tertiary qualifications in education or tertiary post-graduate specialist clinical nursing qualifications will commence on the third-year rate of the salary scale.

A person appointed as the sole Nurse Educator for a group of nursing homes will be paid at the third-year rate of the salary scale.

Incremental progression for Nurse Educators will be on completion of 12 months' satisfactory full-time equivalent service, provided that progression will not be beyond the third-year rate unless the person possesses the qualifications detailed in the two previous paragraphs. Persons appointed to the third-year rate by virtue of paragraphs three and four above will progress to the fourth-year rate after completion of 12 months satisfactory full-time service.

Registered Nurse means a person registered by the Board as such.

Shift Worker means a worker who is not a day worker as defined.

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

Nurse Practitioner A Nurse practitioner:

Is a registered nurse appointed to the role;

Has obtained an additional qualification relevant to the state regulating authority to enable them to become licensed Nurse practitioners.

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

Role of a licensed Nurse practitioner

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.

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

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

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

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

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

Immediate family of an Employee 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.
- (3) **spouse** includes a former spouse.
- (4) **de facto partner** of an Employee:
 - (A) 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
 - (B) includes a former de facto partner of the Employee.

Clinical Care Coordinator means a registered nurse appointed as such to the position with qualifications and/or experience deemed appropriate by the Employer. The role will be responsible for the oversight of clinical practices within the facility in consultation with management. The Clinical Care Coordinator may be called upon to direct the work of registered nurses as it pertains to clinical care within a site/ facility.

Ordinary rate of pay means the rate of pay set out in Appendix 1 as applicable to an Employee, as adjusted in accordance with clause 12 but does not include overtime, penalty rates, allowances, loadings, shift penalties, incentives, bonuses and other ancillary payments of a like nature – subject to the express exception set out at clause 18(b)

Superannuation Legislation 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.

4. COVERAGE

This Agreement will cover:

- (a) Calvary Retirement Communities Limited (); (“the Employer”);
- (b) Nursing Employees, excluding those listed at Appendix 2, employed by the Employer in the facilities listed in Appendix 3 in the State of New South Wales;
- (c) subject to the requirements of the Fair Work Act, the Australian Nursing and Midwifery Federation NSW Branch (ANMF) – the NSW Branch of the ANMF.

5. SCOPE OF THE AGREEMENT

This Agreement contains all the terms and conditions of employment for Employees covered by the Agreement and will apply to Registered Nurses, Endorsed/ Enrolled Nurses and Assistants in Nursing employed by the Employer in the facilities listed at Appendix 3, excluding nursing staff listed in Appendix 2 whilst those persons remain in continuous employment with the Employer.

6. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the NES are provided for under the Fair Work Act. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Fair Work Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

7. 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 30 June 2022 and thereafter in accordance with the Fair Work Act.

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

8. 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.

9. 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; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of 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 Employee/s; or
 - (ii) 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 Union, for the purposes of the procedures in this term. If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

- (d) 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 and their appointed representative/s:
 - (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 (d)(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 Employee/s about the change; and
 - (2) to invite the Employee/s 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 Employee/s about the impact of the change.

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- (e) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
 - (f) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
 - (g) 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.
 - (h) In this term, **relevant Employees** means the Employees who may be affected by the major change.

10. 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 Union, to accompany or represent 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 according to the custom and practice before the grievance arose unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.
- (e) If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (f) The above internal steps shall take place within seven days (health and safety matters are exempt from this clause).
- (g) For the avoidance of doubt, Employee grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

11. DISCIPLINARY PROCEDURE

- (a) 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
 - (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.
- (b) An Employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. 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 the Union.
- (c) Any request by the Employee to meet and discuss the matter shall not be unreasonably refused.
- (d) This clause shall not apply until the Employee has completed a period of employment with the Employer of at least the minimum employment period as prescribed in the Fair Work Act.

12. WAGES

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

<i>Column 1</i> 2.5%	<i>Column 2</i> 2.5%	<i>Column 3</i> 2.5%
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- (b) The wage increases in subclause (a) hereof shall be payable as follows:-
 - (i) The amount shown in Column 1 will 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 will 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 will be payable from the beginning of the first full pay period to commence on or after 1 July 2021.
- (c) The wage increases referred to in subclause (a) of this Clause will be absorbed into any payment made to the Employee beyond the minimum rates contained within this Agreement.
- (d) Any further wage increase will 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 will default to the minimum rate prescribed in accordance with the relevant Modern Award rate.
- (e) Rates of pay as increased by this Agreement are set out in Appendix 1.

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- (f) 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 a 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.
 - (g) 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.
 - (h) If a public holiday falls on a normal payroll processing day, payment may be delayed by one day.

13. SALARY SACRIFICE AND 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 amount in accordance with the salary sacrifice agreement.
- (b) An Employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrifice 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 sacrificing services to manage these arrangements. The cost of the administration of the salary packaging arrangement is to be borne by the Employee and deducted from the Employee's account each fortnight.
- (e) The Employer will meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice/ packaging to the Employees 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 consider independent financial and taxation advice and 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:

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- (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 sought 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 will 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/ packaging, 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 will 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 contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.

14. SUPERANNUATION

(a) Employer Contributions

The Employer will make occupational superannuation contributions to the Fund for the benefit of the Employee as will avoid the Employer being required to pay the superannuation guarantee charge under Superannuation Legislation with respect to that Employee.

(b) Superannuation Fund

"The Fund" for the purpose of this Agreement will mean:

- (i) 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) An Employee may nominate an alternate complying fund to those provided at subclause (b)(i) above.

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- (c) 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 Legislation.
 - (d) Superannuation fund payments will be made in accordance with trust fund deeds.
 - (e) Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.
 - (f) Upon commencement of employment, the Employer will provide each Employee with a membership form for their preferred fund and will forward the completed membership forms for the Employee's choice of fund within 28 days. In the event that the Employee had 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.

15. HOURS OF WORK – ORDINARY HOURS OF WORK

- (a) The ordinary hours of work for Day Workers, exclusive of meal times, will not exceed 152 hours per 28 calendar days or 76 hours per fortnight to be worked between 6.00am and 6.00pm Monday to Friday..
- (b) The ordinary hours of work for Shift Workers, exclusive of meal times, will not exceed 152 hours per 28 calendar days or 76 hours per fortnight or an average of 38 hours per week in each roster cycle.
- (c) Ordinary hours of work
 - (i) The ordinary hours of work prescribed in subclauses (a) and (b) of this clause, for Employees employed before the date this Agreement comes into operation, may be arranged as follows:
 - (1) in each roster cycle of 28 calendar days the Employee will not work his/her ordinary hours of work on more than 19 days in the cycle; or
 - (2) Employees may work shifts of less than eight hours each over 20 days in each cycle of 28 days, resulting in a 38 hour week
 - (ii) The ordinary hours of work for all new Employees, employed on or after the date of operation of this Agreement, will be in accordance with a 38 hour week, with no accrual of a paid day off per month (**ADO**).
 - (1) Notwithstanding the provision of subclause (c)(ii) above, Employees may, with the agreement of the Employer in consideration of operational requirements, have their prescribed hours of work arranged in such a manner that in each roster cycle of 28 calendar days each Employee will not work his/her ordinary hours of work on more than 19 days in the cycle. Therefore the Employee will work an additional 2 hours a week (40 hours worked

in a week) over a four week period, in order to accrue a paid day off per month.

- (d) Each Employee will be entitled to not less than four full days in each fortnight free from duty or two full days in each week free from duty (rostered days off).
- (e) Each shift will consist of no more than ten hours on a day shift or 10 hours on a night shift with not less than eight hours break between each shift; provided that an Employee will not work more than seven consecutive shifts unless the Employee so requests and the Employer agrees. Except where mutually agreed between the Employer and the Employee, an Employee will not work more than two quick shifts in any period of seven days, ie an evening shift followed by a morning shift, where the break between ordinary shifts is less than ten hours.
- (f) Part-time and casual Employees will receive a minimum payment of two hours for each start.
- (g) Two separate ten-minute tea breaks (in addition to meal breaks) will be allowed each Employee on duty during each ordinary shift of 7.6 hours or more; where less than 7.6 ordinary hours are worked, Employees will be allowed one ten-minute tea break in each four-hour period. Subject to agreement between the Employer and the Employee, the two ten-minute tea breaks may alternatively be taken as one 20-minute tea break. Such tea break(s) will count as working time.
- (h) Meal Breaks
 - (i) Each Employee will be allowed a break of not less than 30 minutes and not more than 60 minutes for each meal occurring on duty.
 - (ii) Where practicable, Employees will not be required to work more than five hours without a meal break. If an Employee is directed to work during their meal break they will be paid at the relevant overtime penalty rate until the meal break is given.
 - (iii) An Employee who is directed to remain on call during a meal break, but is free from duty, will be paid at the ordinary rate of pay for the 30-minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties.
- (i) Subclauses (g) and (h) of this clause will not apply to an Employee who, before going on night duty, is provided with a meal between 9.00 p.m. and 11.00 p.m. and who is allowed two intervals of 20 minutes each during the period of night duty, but such intervals will count as working time and will be paid for as such.
- (j) Employees must receive a minimum break of eight hours between ordinary rostered shifts
- (k) Except for meal breaks, all time from the commencement to the cessation of duty each shift will count as working time, except for shifts being worked as broken shifts.

16. PART-TIME EMPLOYMENT

- (a) A part-time Employee is one who is permanently appointed by the Employer to work a specified number of hours which are less than those prescribed for a full-time Employee. By agreement between Employer and Employee, the specified number of hours may be balanced over a week and/or a fortnightly period. Provided further that there will be no interruption to the continuity of employment merely by reason of an Employee working on a "week on, week off" basis in accordance with this subclause.
- (b) Part-time Employees will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate and where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 20 - Allowances, with a minimum payment of two hours for each start.
- (d) A public holiday occurring on an ordinary working day will be allowed to Employees without loss of pay; provided that an Employee who is required to and does work on a public holiday will be paid for the time actually worked at the rate of time and one-half in addition to his/her ordinary rate of pay. Payment will be made for a minimum of four hours' work, and any balance of the day or shift not worked will be paid at the ordinary rate of pay.
- (e) To the leave prescribed by subclause (c) of this Part of this clause there will be added one working day for each public holiday or one half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.
- (f) For the purpose of this Part of this clause, the following are to be public holidays, namely: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, local Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the Facility is situated.
- (g) In addition to those public holidays prescribed in subclause (f) of this clause, Employees are entitled to an extra public holiday each year. Such public holiday will occur on a day between Christmas Day and New Year's Day as determined by the Employer. This subclause will apply in substitution for any local public holiday or half public holiday proclaimed in local government area.
- (h) Part-time Employees will be entitled to all other benefits of this Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (i) Where the Employee is regularly working more than their specified contract hours they may request that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request by the Employee stating the reasons if the request is not agreed to. The Manager will not unreasonably reject the request. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:
 - (i) if the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and

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- (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
 - (iii) Any adjusted contracted hours resulting from a review by the Employer should however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

17. CASUAL EMPLOYMENT

- (a) A casual Employee is one engaged on an hourly basis otherwise than as a part-time or full-time Employee.
- (b) A casual Employee will be paid an hourly rate calculated on the basis of one thirty-eighth of the weekly ordinary rate of pay plus 25% casual loading and where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 20 - Allowances, , with a minimum payment of two hours for each start.
- (c) With respect to a casual Employee, the provisions of the Hours of Work, Rosters, Overtime; Annual Leave and Leave Loading; Personal/Carers Leave (excluding unpaid carers leave); Long Service Leave; Compassionate Leave (excluding unpaid compassionate leave) and Deputy Director of Care (Nursing) and Assistant Director of Care (Nursing) will not apply. Further, casual Employees will not be entitled to an accrued day off under this Agreement.
- (d) In accordance with the Fair Work Act casual Employees have no entitlement to paid annual leave.
- (e) For the entitlement to payment in respect of long service leave, see *Long Service Leave Act 1955*, as amended from time to time.
- (f) A casual Employee who is required to and does work on a public holiday as defined in subclauses (a) and (b) of Clause 21 - Public Holidays, will be paid for the time actually worked at the rate of double time and one-half the ordinary rate of pay, such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual Employee will not be entitled to be paid, in addition, the casual loading of twenty five per cent prescribed in subclause (b) of this Clause in respect of such work.
- (g) **Shift Penalties and Overtime**

A casual Employee will be paid shift penalties calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay. For overtime, the penalty rate will be applied to the casual rate of pay. Overtime rates will only be payable to a casual Employee when he/she works in excess of 10 hours in a day, or 76 hours per fortnight.
- (h) **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.

- (i) A casual Employee who has been rostered on a regular and systematic basis over a period of 6 months 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.

17. ROSTERS

- (a) The ordinary hours of work and allocated days off duty for each Employee will be displayed on a roster in a place conveniently accessible to Employees.
- (b) The roster will, where practicable, be displayed at least two weeks', and in any event not less than one week, prior to the commencing date of the first working period in the roster.
- (c) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the facility to be carried on where another Employee is absent from duty on account of illness or in an emergency; provided that where any such alteration involves a full-time Employee working on a day which would otherwise have been such Employee's day off, the day off in lieu thereof will be as mutually arranged.
- (d) Prior to the date of the changed shift, such change of roster will be notified verbally or in writing to the Employee concerned.
- (e) All rosters will be retained for at least six years.

18. SHIFT WORK AND WEEKEND WORK

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

Afternoon shift commencing at or after 10.00am and before midday	10 per cent.
Afternoon shift commencing at or after midday and before 4.00 p.m	12.5 per cent.
Night shift commencing at or after 4.00 p.m. and before 4.00 a.m	15 per cent.
Night shift commencing at or after 4.00 a.m. and before 6.00 a.m	10 per cent.

- (b) "Ordinary rate of pay" and "ordinary time" will not include any percentages addition by reason of the fact that an Employee works less than 38 hours per week, but will include amounts payable under Clause 12 – Wages and Clause

20 (a) and (h)– Allowances (specifically in charge and on call allowances) . For clarity, the casual loading set out at clause 16 of the Agreement will be payable in addition to the shift penalties set out above.

- (c) For the purposes of this clause, day, afternoon and night shifts will be defined as follows:

“**Day shift**” means a shift which is worked between the hours of 6am and 6pm..

“**Afternoon shift**” means a shift which commences at or after 10.00am and before 4.00 p.m.

“**Night shift**” means a shift which commences at or after 4.00 p.m. and before 6.00 a.m. on the day following.

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

The foregoing subclause will apply to Employees who work less than 38 hours per week, but such Employees will not be entitled to be paid in addition any allowance/ casual loading prescribed by the casual employment provisions, in respect of their employment between midnight on Friday and midnight on Sunday.

- (e) The additional payments prescribed by this clause will not form part of the Employee’s ordinary pay for the purposes of this Agreement, except as provided in Clause 22 - Annual Leave and Leave Loading.

19. RECOGNITION OF SERVICE AND EXPERIENCE

- (a) The Employer will notify each nurse of the requirements of this clause at the time of the nurse’s commencement of employment. If the Employer does not so notify the nurse, then the requirements of this clause will not commence until the Employer does so notify the nurse.
- (b) From the time of commencement of employment the nurse has three months in which to provide documentary evidence to their Employer detailing any other “service” or “experience”, as defined in Clause 3 - Definitions, not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration.
- (c) Until such time as the nurse furnishes any such documentation contemplated in subclause (b) above, the Employer will pay the nurse at the level for which proof has been provided.
- (d) If within three months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the Employer will pay the nurse at the appropriate

rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.

- (e) If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three month period, the nurse will be paid a rate appropriate for the previous service or experience then proved, but only from the date of providing that evidence to the Employer.
- (f) A nurse who is working as a nurse for more than one organisation will notify the Employer under this Agreement within one month of the end of each quarter of their hours worked with those other Employers in the last quarter.
- (g) A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other Employers) as and from a particular date must provide proof of that entitlement within three months of that entitlement arising. If that proof is so provided, the nurse will be paid at the higher rate as and from the date they were entitled to progress to the next year of service or experience. If the proof is provided outside that three-month period, the nurse will be paid at the higher rate only from the date that proof is provided.

20. ALLOWANCES

(a) In Charge Allowances

- (i) In the absence of the Facility Manager and Clinical Care Coordinator, a registered nurse appointed in charge during the day, evening or night of a nursing home facility having occupied beds of:
 - less than 100 beds; or
 - 100 beds or morewill be paid in addition to his or her appropriate salary, whilst so in charge, the relevant sum set out in Item 1A or 1B of Table 2 (as applicable) Allowances, of Appendix 1, Salaries and Allowance.
- (ii) A registered nurse who is designated to be in charge of a shift in a ward will be paid, in addition to his or her appropriate salary, the sum set out in Item 2 of Table 2, per shift.
- (iii) This subclause will not apply to registered nurses holding classified positions of a higher grade than of a registered nurse.
- (iv) An enrolled nurse employed in a nursing home facility will not be required to be in charge of a nursing home facility, shift, ward or unit.

(b) Continuing Education Allowance

- (i) A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, will be paid an allowance subject to the conditions set out in this clause.
- (ii) The qualification must be accepted by the Employer to be directly relevant to the competency and skills used by the Employee in the duties of the position.

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- (iii) The allowance is not payable to Deputy Directors of Care (Nursing), Assistant Director of Care, Clinical Nurse Educators, Clinical Nurse Consultants or Nurse Practitioners.
 - (iv) An RN or EN holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
 - (v) The Employee claiming entitlement to a continuing education allowance must provide evidence to the Employer that they hold that qualification.
 - (vi) An RN who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the Employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position will be paid a weekly allowance as set out in Item 1 of Table 3, continuing Education allowances of Appendix 1, Monetary Rates.
 - (vii) An RN who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the Employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position will be paid a weekly allowance as set out in Item 2 of Table 3, Continuing Education Allowances of Appendix 1, Monetary Rates.
 - (viii) An RN who holds a relevant master's degree or doctorate in a clinical field that is accepted by the Employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position will be paid a weekly allowance as set out in Item 3 of Table 3, Continuing Education Allowances of Appendix 1, Monetary Rates.
 - (ix) An EN who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the Employer to be directly relevant to the competency and skills used by the EN in carrying out the duties of the position will be paid a weekly allowance as set out in item 4 of Table 3, Continuing Education Allowances of Appendix 1, Monetary Rates.
 - (x) The allowances set out in sub-clauses (vii), (viii), and (x) hereof are not included in the Employee's ordinary rate of pay and will not constitute part of the all-purpose rate.
 - (xi) A registered nurse or enrolled nurse who is employed on a part-time or casual basis will be paid these allowances on a pro rata basis.
 - (xii) The rates for these allowances will be adjusted in accordance with increases in other wage-related allowances contained in this Agreement.
- (c) Uniform and Laundry Allowance
- (i) Subject to subclause (ii) of this clause, sufficient suitable and serviceable uniforms, including one pair of a special type of shoes per annum where applicable, which will be of a recognised acceptable standard for the

performance of nursing duties, and one cardigan or jacket, will be supplied free of cost to each Employee required to wear a uniform or part of a uniform.

- (ii)
 - (1) In lieu of supplying uniforms and special type shoes to an Employee, an Employer will pay the said Employee the sum per week set in Item 10 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for uniforms and the sum per week set out in Item 11 of the said Table 2 for shoes.
 - (2) In lieu of supplying a cardigan or jacket to an Employee, an Employer will pay the said Employee the sum per week set out in Item 12 of Table 2.
 - (3) In lieu of supplying stockings to a female Employee, an Employer will pay the said Employee the sum per week set out in Item 13 of Table 2.
 - (4) In lieu of supplying socks to an Employee, the Employer will pay the said Employee the sum per week set out in Item 14 of Table 2.
 - (iii) If, in any facility, the uniforms of an Employee are not laundered at the expense of the Employer, the sum per week set out in Item 16 of Table 2 will be paid to the said Employee. Provided that the payment of such laundry allowance will not be made to any Employee on absences exceeding one week.
 - (iv) Where the Employer requires any Employee to wear headwear, the facility will provide headwear free of charge to the Employee.
 - (v) The allowances referred to in subclause (ii) are also payable during any period of paid leave.
- (d)
- (i) An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance per kilometre as set out in Item 6 of Table 2.
 - (ii) When an Employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipted account(s) or other evidence acceptable to the Employer.
 - (iii) Provided further that the Employee will not be entitled to reimbursement for expenses referred to in paragraph 2 of subclause (iii) which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.

(e) Higher Grade Duty Allowance

- (i) Subject to subclauses (ii), (iii) and (iv) of this clause, an Employee who is called upon to relieve an Employee in a higher classification or is called upon to act in a vacant position of a higher classification, will be entitled to receive for the period of relief or the period during which he/she so acts the minimum payment for such higher classification.
- (ii) The provisions of subclause (i) of this clause will not apply where the Employee of the higher classification is off duty due to an allocated day off, as a consequence of working a 38-hour week.
- (iii) Further, the provisions of subclause (i) of this clause will not apply where a Director of Care (Nursing) is absent from duty for a period of three working days or less.
- (iv) Subject to subclauses (ii) and (iii) above, the provisions of subclause (i) will not apply where a day worker is being relieved and is absent from duty for a period of three consecutive working days or less which have been rostered in advance.

(f) Special Allowance EEN - An allowance of (as stated in Appendix 1, Item 24) per hour will be paid to an EEN that is required by the Employer to be responsible for additional functions/ duties of higher work value, as determined by the Employer, on a regular or on-going basis. Such additional functions/ duties of a higher work value means work that requires a greater level of judgement by the Employee, whereby the Employee was required to make independent decisions and have a greater degree of accountability than would otherwise be expected of an equivalent EEN.

(g) An Employee who is directed to remain on call during a meal break will be paid the meal break allowance in Item 21 of Table 2 of Appendix 1.

(h) On call

Where an Employee is required to remain on-call they will be paid an on-call allowance per period of 24 hours or part thereof. The Allowance at item 22 is payable when on-call on a weekend or public holiday, and Item 23 is payable when on-call on a weekday.

(i) ACFI Responsibility Allowance

Where a registered nurse Employee is appointed by the Employer to undertake the task of collating resident funding documentation (ACFI), the Employee will be paid the ACFI responsibility allowance (**AR Allowance**) of \$11.00 per week. Provided that:

- (1) only one Employee may be appointed and paid the AR Allowance at any one Facility;
- (2) the AR Allowance will be paid on a pro-rata basis to part-time and casual Employees.

21. PUBLIC HOLIDAYS

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- (a) The following days will be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, and any other day or part thereof proclaimed and observed as a public holiday within the area in which the facility is situated. All full-time Monday to Friday/ Day workers will be allowed every public holiday prescribed by this subclause without loss of pay.
 - (b) In addition to those public holidays prescribed in subclause (a) of this clause, Employees are entitled to an extra public holiday each year. Such public holiday will occur on a day between Christmas Day and New Year's Day as determined by the Employer. This subclause will apply in substitution for any local public holiday or half public holiday proclaimed in local government area.
 - (c)
 - (i) A full-time Employee who is covered by paragraph (ii) of subclause (a) of Clause 22 - Annual Leave and Leave Loading, and who is required to and does work on a public holiday prescribed by subclauses (a) and (b) of this clause will be paid for the time actually worked at the rate of time and one-half in addition to his/her weekly ordinary rate of pay. In respect of the time worked on a public holiday, payment will be made for a minimum of four hours' work, and any balance of the day or shift not worked will be paid at the ordinary rate of pay.
 - (3) Where requested by a permanent Employee and on the approval of the Employer, in lieu of the payment set out at (c)(i), an Employee may be paid for all time worked on the public holiday at the rate of time and a half and accrue paid time off at the ordinary rate of pay for each hour worked. Any balance of the day or shift not worked will be paid at the ordinary rate of pay.
 - (ii) Where a public holiday falls on a rostered day off of a full-time shift worker as defined in Clause 3 - Definitions, who receives four weeks annual leave in accordance with paragraph (ii) of subclause (a) of Clause 22 - Annual Leave and Leave Loading, such shift worker will be paid one day's ordinary pay in addition to the appropriate weekly ordinary rate of pay.
 - (d) Employees engaged upon a seven-day shift roster and who are required to work on any public holiday prescribed by subclause (a) of this clause will be paid, in addition to their ordinary rate of pay for that day, a 50% penalty for work performed within ordinary hours and double time and a half the ordinary rate of pay for all time worked outside ordinary hours.

22. ANNUAL LEAVE AND LEAVE LOADING

- (a) Annual leave will accrue progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year:
 - (i) Full-time Employees required to work on a seven-day basis – will accrue six weeks annual leave per annum. This entitlement includes the additional week of annual leave provided for under the NES for shiftworkers (as defined at subclause (a)(i)(1) below):
 - (1) For the purposes of the NES and this clause, a shiftworker is defined as an Employee who is regularly rostered to work over seven days of the week; and regularly works on weekends.

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- (ii) All other Employees – four weeks annual leave.
 - (iii) Part time Employees
Four weeks annual leave at the ordinary rate of pay will accrue per year of service in accordance with (a)(ii). Annual leave will accrue progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year. The provisions of subclauses (c) to (m) of this clause will apply to Employees engaged as part-time Employees and the remaining provisions of this clause will not apply.
- (b)
 - (i) An Employee to whom paragraph (i) of subclause (a) of this clause applies and who is required to and does work on a public holiday will be paid, in addition to the appropriate weekly ordinary rate of pay, a 50% penalty rate for the time actually worked on such holiday. Such payment will be in lieu of any additional penalty for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
 - (ii) To the leave prescribed by paragraph (i) of subclause (a) there will be added one working day or one half working day for each special public holiday or half public holiday, not being one of the specifically named public holidays prescribed by subclause (a) of Clause 21 - Public Holidays (or a special day proclaimed in lieu of any of them) which may occur during the accrual period for annual leave or during the period of annual leave.
 - (iii) To the leave prescribed by paragraph (ii) of subclause (a) of this clause there will be added one working day or one half working day for each public holiday or half public holiday which occurs on what would have been an ordinary working day during a period of annual leave; provided that in the case of a full-time shift worker the provisions of this paragraph will apply to any public holiday falling during the period of annual leave.
 - (c)
 - (i) Credit of time towards an accrued day off duty (**ADO**) will not accrue when an Employee is absent in accordance with subclause (a) of this clause. Employees entitled to ADOs in accordance with this Agreement, will accrue credit towards an ADO in respect of each day those Employees are absent on additional annual leave in accordance with paragraph (ii) of subclause (b) of this clause and paragraph (i) of subclause (c) of Clause 21 - Public Holidays.
 - (d) Paid annual leave may be taken for a period agreed between an Employee and the Employer, and may include the approval for taking a single day of annual leave.
 - (e) Notwithstanding the provisions of subclause (d), the Employer may direct an Employee to take a period of annual leave in accordance with this subclause. Where an Employee has accrued more than 8 weeks paid annual leave, (12 weeks in the case of shift workers as defined in this clause), such Employee has accrued excess annual leave (**Excess Leave**). In the circumstances of Excess Leave, annual leave shall be given at a time fixed by the Employer after not less than eight weeks' and not more than 12 months' notice to the Employee, provided:

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- (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 6 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)

- (i) Employees will receive their ordinary rate of pay during all periods of annual leave. Employees may request that before going on leave, such leave be paid in advance, otherwise the leave will be paid in the normal pay fortnights for the period of such leave.
- (ii) An Employee to whom paragraph (i) of subclause (a) applies will be paid during the first 28 consecutive days while on annual leave his or her ordinary rate rate of pay plus shift and weekend penalties relating to ordinary time the Employee would have worked if he or she had not been on annual leave. Additional annual leave accrued under subclause (i) attracts shift and weekend penalties relating to ordinary time the Employee would have worked if he or she had not been on annual leave. Provided that the provisions of the preceding paragraphs of this subclause will not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (ii) of subclause (a) of this clause and subclause (b) of Clause 21 - Public Holidays.

(g) Except as provided in subclauses (h) and (i) of this clause, payment for annual leave will not be made or accepted in lieu of annual leave.

(h) If, when the employment of an Employee ends, the Employee has a period of untaken paid annual leave, the Employer must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave (including any applicable annual leave loading).

(i)

(i) In addition to the leave prescribed by subclause (a) of this clause Employees who work their ordinary hours on Sundays and/or public holidays prescribed by Clause 21 are entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes -

4 to 10	1 day's additional annual leave
11 to 17	2 day's additional annual leave
18 to 24	3 day's additional annual leave
25 to 31	4 day's additional annual leave

32 or more

5 day's additional annual leave

Provided that, in the case of a part-time employee, such employee shall be entitled to additional annual leave in accordance with:

- (i) subclause (i)(i) above; or
 - (ii) the definition of a shiftworker (for the purposes of the additional one week of annual leave provided by the NES), as set out at subclause 22(a)(i)(1);
whichever gives rise to the greater entitlement for the part-time employee.
- (ii) On termination of employment, Employees are to be paid for any untaken annual leave due under this subclause, together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause, together with payment for any untaken annual leave due in accordance with subclause (h) of this clause.
 - (iii) Part-time Employees will be entitled to the benefits of this subclause in the same proportion as their average weekly hours of work bear to full-time hours.
- (j) Annual leave loading is payable in addition to the pay for the period of holiday given and taken and due to the Employee under paragraph (ii) of subclause (a) and paragraph (iii) of subclause (b), or in the case of part-time Employees, for the period of holiday given and taken and due to the Employee.
 - (k) The loading is the amount payable for the period or the separate periods, as the case may be, at the rate per week of 17½ per cent of the appropriate weekly ordinary rate of pay prescribed by this Agreement for the classification in which the Employee was employed immediately before commencing his/her annual holiday, together with any allowances prescribed by subclauses (a)(i) and (a)(ii) of Clause 20 – Allowances.
 - (l) This clause extends to an Employee who is given and takes an annual holiday and who would have worked as a shift worker if she/he had not been on holidays; provided that, if the amount to which the Employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the Employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount will be paid to the Employee in lieu of the loading.
 - (m) Pay in lieu of an amount of annual leave
 - (i) Upon receipt of a written request by an Employee, the Employer may authorise the Employee in a separate written agreement to receive pay in lieu of an amount of annual leave.
 - (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) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee; and

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- (3) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

23. OVERTIME

- (a) Employees will work reasonable overtime when required by the Employer.
- (b) Where the Employer requires or requests the Employee to work reasonable additional hours, all relevant factors must be taken into account. Those factors may include, but are not limited to, the following:
 - (i) any risk to Employee health and safety that might reasonably be expected to arise if the Employee worked the additional hours;
 - (ii) the Employee's personal circumstances including family and carer responsibilities;
 - (iii) the operational requirements of the workplace, in relation to which the Employee is required or requested to work additional hours;
 - (iv) any notice given by the Employer of the requirement or request that the Employee work additional hours;
 - (v) any notice given by the Employee of the Employee's intention to refuse to work the additional hours;
 - (vi) whether any of the additional hours are on a public holiday;
 - (vii) the Employee's hours of work over the 4 weeks ending immediately before the Employee is required or requested to work the additional hours.

An Employee may refuse to work such overtime if it is considered unreasonable with regard to the factors in subclause (b)(i) to (vii).

- (c) This subclause is subject to subclause (h) below. Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 15—Ordinary hours of work, are to be paid as follows:
 - (i) Monday to Saturday (inclusive)—time and a half for the first two hours the ordinary rate of pay and double time the ordinary rate of pay thereafter;
 - (ii) Sunday—double time the ordinary rate of pay; and
 - (iii) Public holidays—double time and a half the ordinary rate of pay.
 - (iv) Overtime penalties as prescribed in clause (c) do not apply to the Director of Care or Deputy Director of Care.
 - (v) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in clause 18 of this Agreement.
 - (vi) Part-time employees

All time worked by part-time employees in excess of the rostered daily ordinary full-time hours (or up to 10 hours in a day if rostered for such shift) will be overtime and will be paid as prescribed in clause (c).

- (d) Overtime Meal
 - (i) An Employee will be supplied with an adequate meal by the Employer or will be paid a meal allowance of \$13.29 in addition to any overtime payment as follows:
 - (1) when overtime work exceeds one hour;
 - (2) Provided that where such overtime work exceeds four hours a further meal allowance of \$11.98 will be paid.
 - (ii) The allowances set out at (i) above will not apply when an Employee who could reasonably return home for a meal within the meal break.
- (e) An Employee recalled to work overtime after leaving the Employer's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time will be counted as time worked.
- (f) Where an Employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift will apply.
- (g) Employees who work so much overtime:
 - (i) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times; or
 - (ii) on a Saturday, a Sunday or a public holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the 24 hours preceding the ordinary commencing time on the next ordinary day or shift, will, subject to this subclause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the Employer such an Employee resumes or continues to work without having such eight consecutive hours off duty, they will be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then will be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (h) By agreement between the Employee and Employer, an Employee may be compensated by way of time off in lieu of payment of overtime on the following basis:
 - (i) The period of time off that an Employee is entitled to take is equivalent to the overtime payment that would have been made. Time off in lieu of overtime must be taken within three months of it being accrued.
 - (ii) Where it is not possible for the Employee to take the time off in lieu of overtime within the three-month period or the Employee has accrued

untaken time off in lieu at the time of the termination of the Employee's employment, it is to be paid out at the appropriate overtime rate applicable to the overtime when worked.

- (iii) Nurses cannot be compelled to take time off in lieu of overtime.
- (iv) Time off in lieu of overtime should only be considered as an option in those circumstances where the Employer is able to provide adequate replacement staff to ensure that the level of the quality of service that would otherwise have been provided had the overtime been worked, is in fact provided.
- (v) Records of all time off in lieu of overtime owing to nurses and taken by nurses must be maintained by the Employer.

24. PERSONAL/ CARERS LEAVE

- (a) Subject to the limitations and conditions set out in this clause, Employees (excluding casual Employees) are entitled to accrue paid personal/ carer's leave in accordance with the NES.
 - (i) An Employee will not be entitled to paid personal leave for any period in respect of which such Employee is entitled to workers' compensation; provided, however, that the Employer may pay to an Employee who has personal leave entitlement under this clause, the difference between the amount received as workers' compensation and the ordinary rate of pay. The Employee's personal leave entitlement under this clause will, for each week during which such difference is paid, be reduced by that proportion of 38 hours which the difference paid bears to full pay.
 - (ii) All periods of personal illness/ injury will be certified by a medical certificate from the Employee's registered health practitioner or statutory declaration, or such other evidence that would satisfy a reasonable person that the Employee was unfit for the reason of personal leave or carers leave. The Employer may dispense with the requirements of a medical certificate or statutory declaration when the absence does not exceed two consecutive days or where, in the Employer's opinion, the circumstances are such as not to warrant such requirement.
 - (iii) Each Employee will notify her/his Employer of an absence from work due to illness or injury prior to the commencement of her/his rostered shift or as soon as practicable thereafter and will, as far as possible, inform the Employer of the estimated duration of the absence.
- (b) The Employer will not change the rostered hours of work of an Employee fixed by the roster or rosters applicable to the 14 days immediately following the commencement of sick leave merely by reason of the fact that she or he is on sick leave.
- (c) For the purpose of this clause, "service" means service in the employment of the Employer.
- (d) For the purpose of this clause, continuity of service in the employment will not be broken by paid absences from such employment on account of illness/ injury.

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- (e) An Employee, other than a casual Employee, with responsibilities in relation to a member of their immediate family or household, =, will be entitled to use, in accordance with this subclause, any current or 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.
 - (f) The Employee will, if required, establish, by giving the Employer evidence that would satisfy a reasonable person which may include production of a medical certificate from an Employee's registered health practitioner or statutory declaration, the relationship to the Employee of the person requiring care or support (establishing that the person is a member of the Employee's immediate family or household member), the reasons for taking such leave and the estimated length of absence.
 - (h) An Employee will, wherever practicable, give the Employer notice, prior to the absence, of the intention to take leave, that person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee will notify the Employer by telephone of such absence at the first opportunity on the day of absence.
 - (i) Unpaid Carers Leave

An Employee, including casual Employees, will be entitled to up to two days unpaid carers leave per occasion in accordance with the *Fair Work Act*.
 - (j) 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.

25. COMPASSIONATE LEAVE

- (a) An Employee is entitled to 2 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

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- (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 2 day period; or 2 separate periods of 1 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) The Employee, if required by the Employer, will supply relevant evidence of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate.

26. LONG SERVICE LEAVE

- (a) Employees, other than casual Employees, will be entitled to the following:
 - (i) Every Employee after ten years' continuous service with the same Employer will be entitled to two months' long service leave on full pay; after 15 years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one-half months' long service leave on full pay.

Such leave will be taken at a time to be mutually arranged between the Employer and the Employee as soon as practicable after each period of leave falls due, having regard to the reasonable preferences of each party. Where required by the Employer, the term as soon as practicable will mean that leave is taken by the Employee within 12 months of the date that the leave falls due. The leave is to be taken in one continuous period unless the Employer and Employee agree otherwise.

"Notwithstanding anything contained elsewhere in this clause, an Employer and an Employee may mutually agree that the taking of the leave be deferred beyond the initial twelve months referred to above. In such a case the Employer and Employee may agree that the Employee will be paid for that leave at the rate of pay applicable at the time of the agreement to further postpone the leave, and not at the rate of pay applicable at the time that the leave is taken. For any such agreement to be valid, it must be in writing and be signed by both the Employer and the Employee".

- (ii) Where the service of an Employee with at least five years' service is terminated, the Employee will be entitled to long service leave as follows:

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- ◆ For the first five years' service one month.
 - ◆ For the next ten years' service a proportionate amount calculated on the basis of one month for each additional five years. For the purpose of calculation, each completed whole month of continuous service gives an entitlement equal to 0.0722 weeks' pay.
 - ◆ For all subsequent service a proportionate amount calculated on the basis of 1.5 months for each additional five years. For the purpose of calculation, each completed whole year of continuous service gives an entitlement equal to 1.2996 weeks' pay.
- (b) Subject to subclause (a) of this clause, where an Employee has acquired a right to long service leave, then:
- (i) If, before such leave has been entered upon, the employment of such Employee has been terminated, such Employee will be entitled to receive the monetary value of the leave to which such Employee has become entitled, computed at the rate of salary which such Employee had been receiving immediately prior to the termination of employment.
 - (ii) If such Employee dies before entering upon such long service leave, or if after having entered upon the same dies before its termination, any accrued long service leave will be paid out in accordance with Section 4 (Long Service Leave) subsection (5)(b) of the Long Service Leave Act 1955 (NSW). This provision provides that:
Where a worker dies and any long service leave:
 - (A) to which the worker was entitled has not been taken; or
 - (B) accrued upon termination of the services of the worker by reason of the worker's death and has not been taken,the Employer will upon request by the worker's personal representative pay to the worker's personal representative in full the ordinary pay that would have been payable to the worker in respect of long service leave less any amount already paid to the worker in respect of that leave.
- (c) For the purpose of this clause:
- (i) Continuous service with the Employer prior to the coming into force of this Agreement will be taken into account.
 - (ii) One month equals four and one-third weeks.
 - (iii) Continuous service will be deemed not to have been broken by:
 - (A) absence of an Employee from the facility while a member of the Defence Forces of the Commonwealth in time of war;
 - (B) any period of absence on leave without pay not exceeding six months.

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- (d) Where any Employee has been granted a period of long service leave prior to the coming into force of this Agreement, the amount of such leave will be debited against the amount of leave due under this Agreement.
 - (e) Employees, other than casuals, employed on or before 18 October 2011, that had a preserved long service leave entitlement in accordance with the *CatholicCare (Diocese of Maitland-Newcastle) Aged Care Enterprise Agreement 2008 – 2009*, will continue to be entitled to the long service leave provisions of the *CatholicCare (Diocese of Maitland-Newcastle) Aged Care Enterprise Agreement 2008 – 2009* as these provisions are incorporated into this Agreement for these Employees. The above subclauses (a) to (d) will not apply to these Employees. (Appendix 4 refers)
 - (f) Requests for alterations to payment and quantum of leave
 - (i) At the request in writing of the Employee, and then by agreement of the Employer, Long Service Leave entitlements may be taken as double the quantum of leave at half pay.

27. MEDICAL EXAMINATION OF NURSES

- (a) The Employer will provide Influenza vaccinations to Employees upon request.
- (b) Where an Employee is directed to undertake screening and protection procedures by the Employer, the costs involved will be borne by the Employer.

28. ESCORT DUTY

- (a) Periods during which an Employee, is engaged in nursing duties, viz., in attendance on a resident, will be paid as working time under this Agreement. Where applicable, overtime will be payable.
- (b) All reasonable out-of-pocket expenses will be reimbursed.
- (c) Rostered time will be paid as such, even though an Employee may be travelling, in hotel/motel accommodation or waiting for transport.
- (d) In respect of non-rostered time not spent in nursing duties -
 - (i) Periods in hotel/motel accommodation or waiting for transport will not be counted as working time.
 - (ii) Periods in travelling will count as working time.

29. REGISTRATION OR ENROLMENT PENDING

- (a) A registered nurse or enrolled nurse who has trained outside New South Wales will be paid as a registered nurse or enrolled nurse as from the date she or he is notified that she or he is eligible for registration or enrolment as a registered nurse or enrolled nurse; provided that she or he makes application for registration within seven days after being so notified.
- (b) He or she will notify the Employer as soon as possible after he or she has applied.

30. TERMINATION OF EMPLOYMENT

(a) Notice of termination by the Employer

- (i) In order to terminate the employment of an Employee the Employer will give to the Employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- (ii) In addition to the notice in (a)(i) hereof, Employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, will be entitled to an additional week's notice.
- (iii) Payment in lieu of the notice prescribed in (a)(i) and/or (a)(ii) hereof will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iv) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
- (1) the Employee's ordinary hours of work (even if not standard hours); and
 - (2) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (3) any other amounts payable under the Employee's contract of employment.
- (v) The period of notice in this clause does not apply:
- (1) in the case of dismissal for serious misconduct;
 - (2) to Employees engaged for a specific period of time or for a specific task or tasks;
 - (3) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the training agreement; or
 - (4) to casual Employees.

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- (vi) For the purposes of this clause, continuity of service will be calculated in the manner prescribed in the Long Service Leave clause of this Agreement.
 - (b) Notice of termination by the Employee
 - (i) The notice of termination required to be given by an Employee will be the same as that required of an Employer, save and except that there will be no additional notice based on the age of the Employee concerned.
 - (ii) Subject to financial obligations imposed on the Employer by an Act, if an Employee fails to give notice the Employer will have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice in accordance with the requirements of s. 324(1)(b) of the Fair Work Act.
 - (c) Time off work during notice period

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

31. TRAINING FOR NURSES

- (a) As part of the Employer's ongoing commitment to training and development, the Employer will provide a minimum of 12 hours of in-service training which will include mandatory training such as fire and safety and OH&S, per annum to Assistants in Nursing Care.
- (b) The Employer will either provide or pay for Mandatory training such as first aid courses.
- (c) The Employer will support registered and enrolled nurses in maintaining their registration by providing internal training opportunities. The Employer will review all requests for external training on a case by case basis.
- (d) Each Employee will provide to their Employer details of their attendance at in-service training and the Employer will keep a record of this attendance.
- (e) Upon termination of the Employee's employment the Employer will provide to the Employee a written statement of the hours of in- service training attended by the Employee.
- (f) Where practicable, such training will be provided to Employees during the normal rostered hours of work. Where it is not practicable to provide such training during the normal rostered hours of work then:
 - (i) Employees will attend in-service training outside their normal rostered working hours when required to do so by the Employer.

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- (ii) An Employer will provide Employees with two weeks' notice of the requirement to attend training outside of their normal rostered working hours.
 - (iii) Where an Employee, other than during the course of a rostered ordinary shift, is required to attend or undertake mandatory training, the Employee will be entitled to be paid for the length of the training or one hour; whichever is the greater, at the relevant overtime penalty rate of pay.
- (g) Subject to a selection process, the Employer will pay course fees for Assistant in Nursing Care approved to undertake Certificate IV.
- (i) Where practicable, such training will be provided on site to Employees during normal rostered hours of work.
 - (ii) Following approval by the Employer, the Employer will grant the Assistant In Nursing Care Employees paid leave to attend relevant course requirements including examinations.

(h) E- learning

The Employer may require Employees to complete core modules through e-learning and will pay Employees for the approved time taken to complete this training.

E-learning modules will normally be completed within the ordinary working hours in the workplace. With prior approval from the manager and the agreement of the Employee, modules can be completed outside of working hours.

The Employer will allocate an amount of time for the completion of each core module. When an Employee completes a module outside of working hours, the Employee will be paid at their base hourly rate of pay for the allocated time taken to complete the module.

Where an Employee finds that it takes more than the allocated time to complete a module, they should log out of the training (which will save it automatically) and bring this to the attention of their manager. The manager will take steps to ensure the Employee is able to complete the training by:

- (1) arranging for the module to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur; and/or
- (2) approving payment for additional time required to complete the module outside working hours. If an Employee is still unable to complete the module after the additional time, they should again bring this to the attention of the manager; and / or
- (3) taking steps to assist the Employee to complete the modules (for instance by providing training on computer literacy or on increased proficiency in reading the English language).

32. PARENTAL LEAVE

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

(i) Full-time Employees and 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:

(1) Paid Leave

(A) Paid Maternity Leave - an eligible Employee is entitled to nine weeks paid maternity leave at ordinary pay from the date the maternity leave commences.

In accordance with the provisions of s.73 of the Fair Work Act 2009, a female Employee will be entitled to work during the 6 week period before the estimated date of birth of the child, provided that if requested by the Director of Care or nominee, the Employee will provide a statement from her medical practitioner or midwife to the effect that continuing employment until the date of birth is not a risk to the Employee or the unborn child.

(B) Paid Partner Leave - an eligible Employee is entitled to one week paid partner leave in any one year at ordinary pay which must commence within four weeks of the birth of the child. (Eligible Employees will be as defined in the *Fair Work Act*.)

(C) Paid Adoption Leave - an eligible Employee is entitled to paid adoption leave of nine weeks from and including the date of taking custody of the child.

(D) An Employee may only access one of the paid leave types set out above for any single birth or adoption giving rise to a period of parental leave.

(E) Such leave may be paid:

(i) on a normal fortnightly basis;

(ii) in advance in a lump sum;

(iii) at the rate of half pay over a period of 18 weeks on a regular fortnightly basis for maternity leave and at the rate of half pay over a period of six weeks on a regular fortnightly basis for adoption leave.

Annual and/or long service leave credits can be combined with periods of maternity leave or adoption leave on half pay to enable an Employee to remain on full pay for that period.

(F) Commonwealth Government scheme;

The amount of paid leave provided in this Agreement will not be reduced in terms of its monetary value by the paid parental leave provided for under the *Paid Parental Leave Act 2010*. 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.

(2) Unpaid Leave

(A) Unpaid Maternity Leave - An Employee is entitled to a further period of unpaid maternity leave of not more than twelve months after the actual date of birth of the child or such further unpaid period in accordance with the Fair Work Act.

(B) Unpaid Partner Leave - An Employee is entitled to a further period of unpaid partner leave of not more than eight weeks, to be taken in conjunction with a period of paid partner leave, unless otherwise agreed by the Employer and Employee.

(C) Unpaid Adoption Leave - An Employee is entitled to unpaid adoption leave as follows:

12 months of unpaid leave if the leave is associated with the placement of a child with the Employee for adoption; and the Employee has or will have responsibility for the care of the child. For the purposes of the age of the child section 68 of the Fair Work Act will apply.

(iii) An Employee who has once met the conditions for paid maternity leave and paid adoption leave will not be required to again work the 40 weeks' continuous service in order to qualify for a further period of paid maternity leave or adoption leave, unless:

(1) there has been a break in service where the Employee has been re-employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with; or

(2) the Employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the applicable *Workers' Compensation* legislation.

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- (iv) An Employee who intends to proceed on maternity or partner leave should formally notify the Employer of such intention as early as possible, so that arrangements associated with the absence can be made. Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.
 - (v) In the case of notification of intention to take adoption leave, due to the fact that an Employee may be given little notice of the date of taking custody of a child, Employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify their Employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
 - (vi) After commencing maternity leave or adoption leave, an Employee may vary the period of her maternity leave or adoption leave, once, without the consent of the Employer and otherwise, with the consent of the Employer. A minimum of four weeks' notice must be given, although an Employer may accept less notice if convenient.
 - (vii) When an employee has resumed duties after returning from a period of parental leave, any period of full pay maternity or adoption leave is counted in full for the accrual of annual and long service leave and any period of maternity leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave. Parental leave without pay does not count as service for incremental purposes. Periods of parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis. Where public holidays occur during a period of paid parental leave, payment is at the rate of parental leave received, that is the public holidays occurring in a period of full pay parental leave are paid at the full rate and those occurring during a period of half pay leave are paid at the half rate.

33. STAFF AMENITIES

- (a) The Employer will provide for the use of Employees:
 - (i) a locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such Employee.
 - (ii) morning and afternoon tea, supper and early morning tea (ie tea, coffee, milk and sugar).

34. 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 will consult with affected Employees in accordance with the consultation regarding change provision of this Agreement.

Transfer to lower paid duties

- (b) Where an Employee is transferred to lower paid duties by reason of their position being made redundant the Employee will be entitled to the same period of notice of transfer as she/he would be entitled to if her/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 rate of pay and the new lower ordinary rate of pay for the number of weeks' notice still owing.

Severance pay

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

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

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay

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

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay*
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

*Weeks' pay is defined at subclause (d) below.

Definitions

- (d) "Week's pay" means the ordinary rate of pay for the Employee concerned at the date of termination and will include in addition to the ordinary pay any shift penalties and/ or weekend penalties.

Employee Leaving During Notice Period

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- (e) An Employee whose employment is terminated for reasons set out in paragraph (a) may terminate her/his employment during the period of notice and, if so, will 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 will not be entitled to payment in lieu of notice.

Alternative Employment

- (f) Where the Employer obtains acceptable alternative employment for the Employee, no severance payment is payable, subject to an order of the FWC in accordance with the Fair Work Act.

Time off Period of Notice

- (g) During the period of notice of termination given by the Employer an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (h) 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 will, at the request of the Employer, produce proof of attendance at an interview or she/he will not receive payment for the time absent.
- (i) For this purpose a statutory declaration will be sufficient.

Employees with Less Than One Year's Continuous Service

- (j) This clause does not apply to Employees with less than one year's continuous service.

Employees Exempted

- (k) This clause will 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 in accordance with the Fair Work Regulations 2009.

35. CRIMINAL CHECKS

- (a) The Employer will meet the costs and make the necessary arrangements for Criminal Record History Checks for all Employees as required to meet the relevant legislation.
- (b) The Employer will ensure that all checks are conducted in a confidential manner.

37. FLEXIBILITY ARRANGEMENT

- (a) The Employer and Employees covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

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- (i) the agreement deals with 1 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
 - (ii) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 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*; and
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act*; 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 enterprise 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.

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:
- (i) In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (ii) 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.
 - (iii) 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.
 - (iv) The outcome of the discussions at each level and any proposed solutions should be recorded and fed back to the affected Employees.
- (c) 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 demand 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.
- (d) If the issue is still unresolved, the Employee/s may advance the matter through Clause 10 - Dispute Resolution Procedure.

39. REPRESENTATIVE LEAVE

- (a) Leave to attend trade union and union delegate courses/ seminars will be as follows:
- (i) To a maximum of five (5) days per year (1 January to 31 December) for each facility listed in Appendix 4 for the totality of all applications of paid trade union, union delegate training leave, attendance at Union 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 will be paid at the ordinary rate of pay.
- (b) Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement.

40. PAID EMERGENCY SERVICES LEAVE

In addition to the unpaid community services leave prescribed under the NES, at the discretion of the Employer, whose discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance, the Employer will facilitate an Employee who is a member of a voluntary emergency relief organisation such as the Rural Fire Services, Red Cross, St John Ambulance and the State Emergency Services to be released from normal duty without loss of pay (up to a maximum of three shifts per year) to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the Employee.

41. STUDY/ PROFESSIONAL DEVELOPMENT LEAVE

- (a) Each full time nurse (pro rata, for part time nurse) may make application to the Employer in order to access study/ professional development leave. Each application will be assessed on its merits in the context of the applicability of the conference/ seminar, the number of other similar applications and the resources available to the Employer.
- (b) In accordance with subclause (a) above the Employee may apply to the Employer in order to access up to 16 hours paid leave per year for the purposes of attendance at approved conferences/ seminars.
- (c) The time and manner of taking any such approved leave under this provision is to be mutually agreed between the Employer and the Employee and the course and means of dissemination of conference/seminar information is to be approved by hospital management. Should mutual agreement not be possible on repeated occasions this matter is to be referred to the Director of Care or their delegate for resolution under the dispute resolution process.
- (d) Reasonable travel, accommodation and registration costs may be paid by the Employer, when the Employer approves the Employee's attendance at the conference/seminar.
- (e) All staff granted conference/seminar leave will be required to provide an in-service to other staff on the learning from the leave and to provide a report to the Director of Care on the learning's from the conference/seminar.

42. CEREMONIAL LEAVE

An Employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or 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.

43. JURY SERVICE

- (a) An Employee other than a casual Employee, required to attend for jury service during his or her ordinary working hours will be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary salary he or she would have received in respect of the ordinary time he or she would have

worked had he or she not been on jury service. The period of payments of jury service will be limited to the period prescribed under relevant Legislation.

- (b) An Employee will notify his or her Employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the Employee will give his or her Employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service

44. WORKPLACE HEALTH AND SAFETY

Calvary Retirement Community NSW 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. Calvary Retirement Community NSW ensures ongoing training and support for managers, supervisors and staff in respect to occupational health and safety standards.

45. PURCHASED LEAVE

- (a) Purchased leave is where Employees have planned absences of two weeks of leave which is funded by salary deductions spread evenly over the year. This allows Employees to continue to receive pay during such leave.
- (b) Purchased leave must be utilised within the twelve months in which it is purchased.
- (c) Purchased leave counts as service for all purposes.
- (d) Applications for purchased leave must be made by a date nominated by the Employer.
- (e) The Employer's approval of purchased leave will be based on the operational requirements of the Employer, having regard to the personal needs and family responsibilities of staff.
- (f) Once a period of purchased leave has been approved, it may only be revoked by the Employer where exceptional circumstances exist. In the event of revocation, any accumulated leave may be paid out to the Employee, or the leave deferred to a date mutually agreed by Employer and Employee.
- (g) Where an Employee leaves the Employer during a year in which purchased leave has been approved, final payment will be adjusted to take account of deductions not yet made and leave not taken.
- (h) Annual leave loading is not payable on purchased leave.

46. REGISTERED NURSE 24 HOUR COVERAGE (CESSNOCK, RYDE AND ST JOSEPH FACILITIES ONLY)

The Employer will ensure that there is at least one Registered Nurse coverage 24 hours a day, seven days a week at Calvary Cessnock, Calvary Ryde and St Josephs.

47. 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.

(ii) A reference to a spouse or de facto partner in the definition of family member in clause 47(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:

- paid leave – does count as service for all purposes.
- 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 47(f), is treated confidentially, as far as it is reasonably practicable to do so.
- (ii) Nothing in clause 47(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 47 unless the Employee complies with clause 47.

48. FLEXIBLE WORKING ARRANGEMENTS

The NES provides particular Employees with an entitlement to request a flexible working arrangement, including:

- that the Employee's request be in writing and set out the details of the change sought and of the reasons for the change;
- that the Employer must give the Employee a written response to the request within 21 days.

In addition to the NES, if the Employer does not agree to the Employee's request, the Employer must discuss the request with the Employee to better understand the Employee's circumstances and then the Employer must provide any available counter-proposals to the Employee in writing. Any agreed arrangement must be recorded in writing.

I am authorised to sign this Agreement on behalf of CALVARY RETIREMENT COMMUNITIES LIMITED



Kelsie Mitchell
Director of Human Resources

SIGNATURE

PRINT NAME AND TITLE

Address: 342 - 344 main Road

Cardiff NSW 2285

Date

26 November 2019

Brett Holmes

Brett Howard Holmes
Branch Secretary
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

O'Bray Smith

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.

APPENDIX 1 – SALARIES AND ALLOWANCES

Table 1 – Salaries

		FFPPOA 1.7.18	FFPPOA 1.7.19	FFPPOA 1.7.20	FFPPOA 1.7.21
			2.5%	2.5%	2.5%
Assistant in Nursing (AIN) Care/Trainee Enrolled Nurse					
	1st year	22.25	22.81	23.38	23.96
	2nd year	22.93	23.50	24.09	24.69
	3rd year	23.61	24.20	24.81	25.43
	Thereafter	24.32	24.93	25.55	26.19
	AIN Team Leader	28.33	29.04	29.76	30.51
Enrolled Nurse :					
	1st year	27.08	27.76	28.45	29.16
	2nd year	27.63	28.32	29.03	29.75
	3rd year	28.01	28.71	29.43	30.16
	4th year	28.59	29.30	30.04	30.79
	Thereafter	29.17	29.90	30.65	31.41
Endorsed EN Rate:					
	1st year	27.68	28.37	29.08	29.81
	2nd year	28.23	28.94	29.66	30.40
	3rd year	28.60	29.32	30.05	30.80
	4th year	29.18	29.91	30.66	31.42
	Thereafter	29.76	30.50	31.27	32.05
Enrolled Nurse(Unit Coordinator)		35.48	36.37	37.28	38.21
Registered Nurse, General, M.R. Psych., Infants, Geriatric, Midwifery					
	1st year	31.96	32.76	33.58	34.42
	2nd year	33.56	34.40	35.26	36.14
	3rd year	35.29	36.17	37.08	38.00
	4th year	36.99	37.91	38.86	39.83
	Thereafter	42.29	43.35	44.43	45.54
Clinical Nurse Specialist		43.98	45.08	46.21	47.36
Clinical Nurse Educator		43.98	45.08	46.21	47.36
Nurse Educator					
	1st year	46.80	47.97	49.17	50.40
	2nd year	48.10	49.30	50.54	51.80
	3rd year	49.26	50.49	51.75	53.05
	4th year	51.79	53.08	54.41	55.77
Clinical Care Coordinator (Nursing)					
	30-70 beds	43.08	44.16	45.26	46.39
	71-150 beds	44.15	45.25	46.39	47.54
	151 plus beds	45.23	46.36	47.52	48.71
Clinical Nurse Consultant		50.23	51.49	52.77	54.09
Nurse Practitioner					
	1st year	52.84	54.16	55.52	56.90
	2nd year	53.63	54.97	56.35	57.75
	3 rd year	57.66	59.10	60.58	62.09
	4 th year	59.26	60.74	62.26	63.82
Assistant Director of Care (Nursing)					
	<150 beds	48.10	49.30	50.54	51.80
	150-250 beds	51.79	53.08	54.41	55.77
	250 beds & over	53.02	54.35	55.70	57.10
Deputy Director of Care (Nursing)					
	< 20 beds	48.72	49.94	51.19	52.47
	20-75 beds	49.96	51.21	52.49	53.80
	75-100 beds	51.10	52.38	53.69	55.03
	100-150 beds	52.53	53.84	55.19	56.57
	150-200 beds	54.09	55.44	56.83	58.25
	200-250 beds	55.87	57.27	58.70	60.17
	250-350 beds	57.93	59.38	60.86	62.38

Table 2 - Allowances

Item No	Brief Description of Allowance	FFPPOA 1.7.18	FFPPOA 1.7.19	FFPPOA 1.7.20	FFPPOA 1.7.21
1A	In Charge of Nursing Home 100 beds or more (per shift)	44.16	45.26	46.40	47.56
1B	In Charge of Nursing Home Less than 100 Beds (per shift)	27.41	28.10	28.80	29.52
2	In Charge Ward/Unit (per shift)	27.41	28.10	28.80	29.52
6	Travel Allowance (per km)	0.86	0.88	0.90	0.93
9	Overtime Meal				
	Meal allowance A		13.29	13.62	13.96
	Meal allowance B		11.98	12.28	12.59
10	Uniform (per week)	7.92	8.12	8.32	8.53
11	Shoe Allowance (per week)	2.42	2.48	2.54	2.61
12	Cardigan/ Jacket Allowance (per week)	2.35	2.41	2.47	2.53
13	Stocking Allowance (per week)	4.04	4.14	4.24	4.35
14	Sock Allowance (per week)	0.80	0.82	0.84	0.86
16	Laundry (per week)	6.52	6.68	6.85	7.02
20	Broken Shift Allowance	10.56	10.82	11.09	11.37
21	On call during meal break	12.85	13.17	13.50	13.84
22	On call (Weekend & PH) p/24 hr period	44.70	45.82	46.96	48.14
23	On call (weekday) p/24 hour period	22.35	22.91	23.48	24.07
24	EEN Special Allowance (per hour)	2.15	2.20	2.26	2.32

Item	Brief Description of Allowance	FFPPOA 1.7.18	FFPPOA 1.7.19	FFPPOA 1.7.20	FFPPOA 1.7.21
1	Continuing education allowance: RN	23.01	23.59	24.17	24.78
2	Continuing education allowance: RN	38.35	39.31	40.29	41.30
3	Continuing education allowance: RN:	45.98	47.13	48.31	49.52
4	Continuing education allowance: EN	15.32	15.70	16.10	16.50

APPENDIX 2 – PERSONS EXCLUDED FROM AGREEMENT COVERAGE

The Employees listed in this Appendix are paid in accordance with the Public Health System.

Employee No.	Surname	Given Name	Start Date	Class	Year
2116344	Chester	Richelle	2/04/2003	AIN	AIN-TA
2116214	Desmond	Deborah D	24/07/2000	EN	RN-8
2116192	Diven	Nathanial	25/06/2001	AIN	AIN-TA
2116264	Forster	Christine A	1/01/1996	RN	RN-8
2116157	Foster	Donna M	31/07/1996	AIN	AIN-TA
2116158	Fowler	Rosanne M	6/04/1997	AIN	AIN-TA
2116217	Genoli	Lynette	25/12/2000	AIN	AIN-TA
2116168	Holz	Jennifer M	11/08/2001	AIN	AIN-TA
2116169	Houle	Elizabeth J	29/11/2000	AIN	AIN-TA
2116270	House	Margaret M	26/01/1978	RN	RN-8
2116237	McLoughney	Kathleen J	10/03/1996	AIN	AIN-TA
2116239	McMillan	Vicki A	13/06/1999	AIN	AIN-TA
2116249	Mitchell Snelgrove	Renae A	3/02/1998	EEN	EEN-4
2116301	Moore	Michelle G	27/06/1988	RN	RN-8
2116242	Parkhouse	Christina L	27/11/2000	EN	EN-TA
2116527	Rettig	Marie	2/04/2003	EEN	EEN-TA
2117372	Robertson	Marlene	13/06/1988	EN	EN-TA
2116316	Small	Kristine M	24/07/2000	AIN	AIN-TA
2118377	Smith	Rose	26/04/2004	EN	EN-TA
2116832	Wilkinson	Sandra	10/07/1993	AIN	AIN-TA
2116206	Wilson	Judith G	2/04/2003	AIN	AIN-TA
2101407	Ladocki	Janine	6/02/1984	EN	EN-TA
2101742	Toll	Gail	15/02/1989	EN	EN-TA
2101417	Lees	Lindsay	26/03/1990	EEN	EEN-TA

APPENDIX 3 – FACILITIES

Calvary Muswellbrook Retirement Community – 15 Cassidy Avenue Muswellbrook NSW 2333

Calvary Retirement Community Cessnock – 19 Wine Country Drive, Cessnock, NSW 2325

Calvary Retirement Community Ryde – 678 Victoria Road, Ryde, NSW 2112

Cooinda Aged Care, Singleton – 42 Bathurst Street, Singleton, NSW, 2330

Mt Carmel Village, Maitland – 9 Dwyer Street, Maitland, NSW, 2320

Nazareth Village, Belmont – Vincent Street, Belmont North, NSW, 2280

St Francis Village, Eleebana – Gleeson Crescent, Eleebana, NSW, 2282

St Joseph's Home, Sandgate – 240 Maitland Road, Sandgate, NSW, 2304

St Martin de Porres Aged Care – 26 Lorna Street, Waratah, NSW, 2298

St Pauls Aged Care – 54 River Street, Cundletown, NSW, 2430

Tanilba Shores Village – 71 Tanilba Avenue, Tanilba Bay, NSW, 2319

APPENDIX 4-PRESERVATION OF LSL ENTITLEMENT

Employees employed on or before 18 October 2011 that had a preserved LSL entitlement in accordance with the CatholicCare (Diocese of Maitland-Newcastle) Aged Care Enterprise Agreement- Clause 26 sub-clause (e) refers

Facility	Staff Member	Surname	First Name	Joined	Title
STJOSEPHS	2101101	Gayner	Helen	11/08/1980	Residential Care Manager
STJOSEPHS	2101261	French	Nicole	15/05/1985	Endorsed Enrolled Nurse
STJOSEPHS	2101607	Rabl	Jarmila	5/08/1991	Assistant in Nursing
STJOSEPHS	2101361	Hudson	Merilee	16/09/1993	Registered Nurse
STJOSEPHS	2101588	Pluta	Ewa	19/11/1993	Enrolled Nurse
STJOSEPHS	2101596	Price	Kym	15/04/1998	Registered Nurse
STJOSEPHS	2101345	Hitchcock	Juanita	5/10/1998	Registered Nurse
STJOSEPHS	2101460	Mason	Suzanne	8/12/1999	Registered Nurse
STJOSEPHS	2101509	Keegan	Gai	6/03/2000	Deputy Director of Care
STJOSEPHS	2101589	Popescu	Alexandrina	26/07/2000	Assistant in Nursing
STJOSEPHS	2101273	Geens	Patricia	5/10/2000	Assistant in Nursing
STJOSEPHS	2101404	Kuharic	Jennifer	7/12/2000	Assistant in Nursing

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2019/4552

Applicant:

Calvary Retirement Communities Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Kaivalya Prasad, Acting Director of Human Resources for Calvary Retirement Communities Limited give the following undertakings with respect to the *Calvary Retirement Communities Limited (New South Wales) and the Australian Nursing and Midwifery Federation (New South Wales Branch) - Nursing Employees Enterprise Agreement 2019* ("the Agreement"):

1. I have the authority given to me by Calvary Retirement Communities Limited to provide this undertaking in relation to the application before the Fair Work Commission.
2. The undertakings are as follows:
 - a. Calvary undertakes that a casual employee will be entitled to receive the below penalty rate for work performed on a Saturday or Sunday. For clarity no other loadings or penalty rate will apply to such work:

	Saturday	Sunday
Registered Nurse	50%	75%
AIN	75%	105%
Enrolled Nurse	60%	85%

- b. Notwithstanding clause 17(c) of this Agreement (Casual Employment):
 - i. the provisions related to Overtime will apply to casual employees in accordance with clause 17(g). Under clause 17(g) a casual employee is entitled to overtime rates when he / she works in excess of 10 hours in a day or 76 hours in a fortnight. For clarity, this means that the overtime rate at clause 23(c) (i), (ii) or (iii) (as applicable) will apply to a casual employee and be applied to the casual rate of pay.
 - ii. clauses 15(f) and 15(h) of this Agreement apply to casual employees.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

17 January 2020

Date