



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Catholic Healthcare Limited
(AG2019/1871)

CATHOLIC HEALTHCARE RESIDENTIAL AGED CARE ENTERPRISE AGREEMENT (NEW SOUTH WALES) 2018 - 2021

Aged care industry

DEPUTY PRESIDENT BOYCE

SYDNEY, 18 NOVEMBER 2019

Application for approval of the Catholic Healthcare Residential Aged Care Enterprise Agreement (New South Wales) 2018 - 2021.

[1] An application has been made for approval of an enterprise agreement to be known as the *Catholic Healthcare Residential Aged Care Enterprise Agreement (New South Wales) 2018 - 2021 (Agreement)*. The application is made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by the Employer, Catholic Healthcare Limited. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings dated 15 November 2019. Those undertakings are attached to this decision at Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Nurses Award 2010*, *Health Professionals and Support Services Award 2010*, or the *Aged Care Award 2010*) and that the undertakings will not result in substantial changes to the Agreement. I note that those undertakings become terms of the Agreement.

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

[4] The Australian Nursing and Midwifery Federation — New South Wales Branch, and Health Services Union of Australia NSW Branch, both being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note that the Agreement covers both organisations.

[5] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 25 November 2019. The nominal expiry date of the Agreement is 30 June 2021.



DEPUTY PRESIDENT

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Annexure A



15 November 2019

Dear Deputy President Boyce,

**Catholic Healthcare Residential Aged Care Enterprise Agreement (NSW) 2018-2021
(AG2019/1871)**

I am authorised to give these undertakings on behalf Catholic Healthcare Limited (the **Employer**).

The Employer makes the following undertakings under section 190 of the Fair Work Act 2009 (Cth) (**Act**) in connection with the approval of the Agreement.

1. The Employer undertakes and agrees to interpret and apply the Agreement as if the following words were inserted into the part time provisions in clause C4:

Before commencing part-time employment, the Employer and Employee will agree in writing, the guaranteed contract hours to be worked and the rostering arrangements which will apply to those hours. Any agreed variation to the hours of work will be in writing.

2. The Employer undertakes and agrees to interpret and apply clause C5.c of the Agreement as if the following words were inserted at the end of the clause:

Where the Employer refuses a regular Casual Employee's request to convert, the Employer must provide the Casual Employee with the Employer's reasons for refusal in writing within twenty one (21) days of the request being made. If the Employee does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause A11 of this Agreement.

3. The Employer undertakes and agrees to interpret and apply clause C5 of the Agreement as if the following was inserted into the Agreement:

d. Where it is agreed that a Casual Employee will have their employment converted to Full-Time or Part-Time employment as provided for in this clause, the Employer and Employee will discuss and record in writing:

- i. the form of employment to which the Employee will convert, that is, Full-Time or Part-Time employment; and*
- ii. if it is agreed that the employee will become a part-time employee, the matters referred to in clause C4 of this Agreement.*

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- e. *The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.*
 - f. *A Casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.*
 - g. *Nothing in this clause obliges a regular Casual Employee to convert to full-time or part-time employment, nor permits the Employer to require a regular Casual Employee to so convert.*
- 4. The Employer undertakes and agrees to interpret and apply clause F3.b of the Agreement such that the minimum engagement period for a Casual Employee to whom the Health Professionals and Support Services Award 2010 would apply had this Agreement not been in operation, will be 3 hours.
- 5. The Employer undertakes and agrees to interpret and apply the Agreement as if clause F4.a was deleted and replaced with the following words:
 - i. *Rest period between ordinary rostered hours*

Employees must receive a minimum break of eight (8) hours between shifts or ten (10) hours between broken shifts.
 - ii. *Rest period after overtime*

An Employee, other than a Casual, must receive at least ten (10) consecutive hours off duty between the termination of overtime worked at the conclusion of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift.
- 6. In respect of clause F7 of the Agreement, the Employer undertakes and agrees that:
 - a. *Nurses Award 2010 or Health Professionals and Support Services Award 2010 covered Employee Classifications may be requested but not required to work broken shifts; and*
 - b. *Where applicable, overtime penalties in accordance with clause F9 of this Agreement shall apply to broken shifts.*



7. The Employer undertakes and agrees to interpret and apply the Agreement as if clause F9. b. of the Agreement (Overtime) was amended as follows:

Subject to Clause F9(c) all hours worked by Employees outside the ordinary hours will be paid at their base rate of pay at:

- i. time and one-half (150%) for the first two (2) hours and then double time (200%);*
- ii. notwithstanding (i) above, for all overtime worked on Saturday:*
 - Aged Care Award 2010 covered Employee Classifications will be paid double time (200%); and*
 - Health Professional and Support Services Award 2010 covered Employee Classifications will be paid time and three-quarters (175%);*
- iii. double time (200%) for all overtime worked on Sunday; or*
- iv. double time and one-half (250%) for all overtime worked on Public Holidays.*

8. The Employer undertakes and agrees to interpret and apply clause F9.f of the Agreement as though the clause was removed and replaced with the following:

With the exception of Casual Assistants in Nursing and Casual Enrolled Nurses, Casual Employees who receive payment for overtime are not entitled to payment of the casual loading. Casual Assistants in Nursing and Casual Enrolled Nurses are entitled to the casual loading in clause H1 calculated on the Employee's base rate of pay with the overtime penalties above then applied to the loaded casual hourly rate of pay.

9. The Employer undertakes and agrees to interpret and apply clause F10.a of the Agreement as if the words "Casual Employees are entitled to the casual loading in clause H1 and the allowances above, where applicable" were removed and replaced with the words:

"Casual Employees other than Diversional Therapists and Pastoral Care Co-ordinators are entitled to the casual loading in clause H1 and the allowances above, where applicable. A casual Diversional Therapist or Pastoral Care Co-ordinator who is entitled to shift allowances in accordance with this clause will be paid an allowance of 40% on their base rate of pay in substitution for the allowances in the table above and the casual loading of 25%".



10. The Employer undertakes and agrees to interpret and apply clause F10.b of the Agreement as though the notation at the end of the clause was removed and replaced with the following:

With the exception of Casual Assistants in Nursing and Casual Enrolled Nurses, weekend allowances are paid instead of shift allowances and casual loadings, where applicable.

For Casual Assistants in Nursing and Casual Enrolled Nurses, weekend allowances are paid instead of shift allowances. Casual Assistants in Nursing and Casual Enrolled Nurses are entitled to the casual loading in clause H1 calculated on the Employee's base rate of pay, with the weekend allowances above then applied to the loaded casual hourly rate of pay.

11. The Employer undertakes and agrees that all employees to whom Schedule 1 of the Agreement applies will at all times be paid no less than the National Training Wage.
12. The Employer undertakes that the minimum weekly amount payable to supported wage employees in clause 3 of Schedule 2 to the Agreement will be increased from time to time to meet the relevant underlying Award.
13. The Employer undertakes and agrees to interpret and apply the Agreement as though the Diversional Therapist rates of pay in Schedule 3 to the Agreement are as follows:

Classification Stream	First full pay period on or after 1 July 2018	First full pay period on or after 1 July 2019 2%	First full pay period on or after 1 July 2020 2%
Diversional Therapists			
1st year	\$26.05	\$26.57	\$27.10
(Masters Degree Entry) 2nd year	\$26.90	\$27.44	\$27.99
(PhD Entry) 3rd year	\$29.16	\$29.74	\$30.33
4th year	\$31.33	\$31.96	\$32.60
5th Year	\$33.70	\$34.37	\$35.06



14. The Employer undertakes and agrees that Pastoral Care Co-ordinator Level 2 employees with 7,296 or more hours of service in the Level 2 role shall be paid as follows:

Classification Stream	First full pay period on or after 1 July 2018	First full pay period on or after 1 July 2019 2%	First full pay period on or after 1 July 2020 2%
Pastoral Care Co-ordinator			
Level 2A	\$33.70	\$34.37	\$35.06

15. The Employer undertakes and agrees to apply the Apprentice rates of pay in Schedule 3 to the Agreement to Junior Apprentices only. Adult Apprentices will be paid the following rates of pay:

Classification Stream	First full pay period on or after 1 July 2018	First full pay period on or after 1 July 2019 2%	First full pay period on or after 1 July 2020 2%
Adult Apprentices			
1st year	\$17.63	\$17.98	\$18.34
2nd year	\$20.12	\$20.52	\$20.93
3rd year	\$20.12	\$20.52	\$20.93
4th year	\$20.94	\$21.36	\$21.79

The Employer understands these undertakings will be taken to be a term of the Agreement pursuant to section 191 of the Fair Work Act 2009 (Cth).

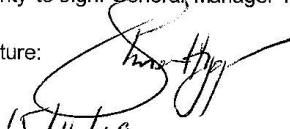
Employer Name: Catholic Healthcare Limited

Person giving undertakings: Simon Higgins

Authority to sign: General Manager Human Resources

Signature:

Date:


15/11/19

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

Catholic Healthcare Residential Aged Care Enterprise Agreement (New South Wales)

2018 – 2021

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Catholic Healthcare Residential Aged Care Enterprise Agreement (New South Wales) 2018– 2021

A. GENERAL

A1. OBJECTIVES

This Agreement is built upon the following principles designed to help ensure the operation of an engaging, harmonious, equitable and legislatively compliant workplace:

- a. The promotion of constructive communication, collaboration, and co-operation at all levels in the workplace;
- b. The provision of clear, consistent and flexible terms and conditions of employment;
- c. The support for work/life balance and family-friendly initiatives;
- d. The consultative facilitation of workplace change; and
- e. An active commitment to workplace learning and development.

A2. NAME AND TYPE OF AGREEMENT

This Agreement is an Enterprise Agreement made pursuant to Part 2-4 of the Fair Work Act (2009) (The Act) and shall be known as the "Catholic Healthcare Residential Aged Care Enterprise Agreement (New South Wales) 2018-2021" (Agreement).

A3. PARTIES BOUND BY THIS AGREEMENT

This Agreement will be binding on:

- a. Catholic Healthcare Limited and its subsidiaries (Employer);
- b. All Employees performing work within the Employment Classifications in the part of the Employer's business, being the operational unit known as Residential Aged Care (Employees) in the State of New South Wales;
- c. The Australian Nursing and Midwifery Federation - NSW Branch; and
- d. The HSU New South Wales Branch.

A4. DATE AND DURATION

This Agreement will be lodged with the Fair Work Commission, in accordance with the Act, and will commence operation seven (7) days after the date of approval by the Fair Work Commission until its nominal expiry date on 30 June 2021. After its expiry date the Agreement shall continue to operate until it is replaced or terminated under the Act.

A5. RELATIONSHIP WITH POLICIES, LEGISLATION AND AWARDS

- a. This Agreement will be read as a stand-alone Agreement.
- b. Employees are required to perform their duties in accordance with the Act, this Agreement, and policies and procedures determined by the Employer from time to time. Such policies and procedures are not part of this Agreement.

- c. The NES applies to all Employees under this Agreement. Where, after the commencement of this Agreement, the NES is varied, the following apply:
- i. Where the NES provides, or is varied to provide, a condition or entitlement more favourable to the Employee in a particular respect than that set out in this Agreement, the condition or entitlement set out in the NES prevails.
 - ii. Where the NES is varied to remove a condition or entitlement referred to or set out in this Agreement, that condition or entitlement will no longer have effect under this Agreement.
 - iii. Where the NES is varied to provide a condition or entitlement less favourable to the Employee in a particular respect than that set out in this Agreement, the condition or entitlement in this Agreement may be overridden to the extent that it is more favourable than the NES as varied.
 - iv. Where the NES is varied by removal or by providing a condition or entitlement less favourable to the Employee, in relation to Schedule Three – Pay Rates, Schedule Four Allowances and clause 14 – Paid Personal Leave (Sick and Carer's Leave) the Agreement will apply.
- d. To the extent that, as at the date of this Agreement, the State Government Nursing Homes (SGNH) Framework Agreement (Framework Agreement) (or part thereof) applies to individual Employees of the Employer, applicable conditions under the Framework Agreement continue to apply to those Employees under this Agreement. The Framework Agreement does not form part of this Catholic Healthcare Residential Aged Care Enterprise Agreement (New South Wales) 2018– 2021.

A6. WORKPLACE SAFETY AND REHABILITATION

The Employer is committed to providing and maintaining a safe and healthy work environment. The commitment extends to the provision of information, systems of work, instruction, training and necessary supervision to promote and help ensure the health and safety of all its Employees.

All Employees must take reasonable care of the health and safety of themselves and others, and must co-operate with the Employer in efforts to comply with workplace safety requirements.

Incidents and Hazards must be reported by an Employee to their team leader/manager as soon as possible. If there is an imminent threat to safety, the hazard must be reported immediately by the Employee to their team leader/manager.

In the event of a work-related injury:

- i. All incidents that have resulted in workplace injuries must be reported immediately by the Employee to their team leader/manager.
- ii. The Employer will provide effective rehabilitation assistance and claim management aimed at supporting injured Employees through their period of illness or injury, and then promoting optimal recovery and a safe return to work where possible.
- iii. An injured Employee will cooperate with efforts to make the return to work process as smooth and as safe as possible.

A7. CONSULTATION AND COMMUNICATION

It is acknowledged that effective, positive workplace relationships and employee engagement are built on the key principles of communication and consultation. The parties are committed to these principles.

A8. INTRODUCING CHANGE

- a. This clause applies if:
 - i. 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
 - ii. the change is likely to have a significant effect on Employees of the enterprise.
- b. The Employer must notify the relevant Employees of the decision to introduce the major change.
- c. An Employee or Employees to whom the change relates, may appoint a representative for the purposes of consultation in this clause. When appointed, the:
 - i. Employee or Employees must advise the Employer of the identity of the representative; and
 - ii. the Employer must recognise the representative.
- d. As soon as practicable after making its decision, the Employer must discuss and provide in writing the following details relevant to Employees:
 - i. the type and timing of the change;
 - ii. the effect the change is likely to have on the Employees; and
 - iii. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees.
- e. 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. If a clause in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in sub clauses (b), (c) and (e) are taken not to apply.
- h. In this clause, a major change is likely to have a significant effect on Employees if it results in:
 - i. the separation of the employment of Employees; or
 - ii. major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - iv. the alteration of hours of work; or
 - v. the need to retrain Employees; or
 - vi. the need to relocate Employees to another workplace; or
 - vii. the restructuring of jobs.
- i. In this clause, relevant Employees means the Employees who may be affected by the major change.

A9. CONSULTATION REGARDING CHANGES TO ROSTERS OR HOURS OF WORK

- a. Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
- b. The Employer must:

- i. provide to the Employee, or Employees, affected and their nominated representatives, if any, information about the proposed change;
 - ii. invite the Employee, or Employees, affected and their representatives, if any, to give their views about the impact of the proposed change including any impact in relation to their family or caring responsibilities; and
 - iii. give consideration to any views expressed by the Employee or Employees and/or their representatives.
- c. The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- d. These provisions are to be read in conjunction with clause F13 Rosters and clause F2 Arrangement of Hours.

A10. REASONABLE WORKLOAD MANAGEMENT

- a. The Employer recognises the adverse effects that excessive workloads may have on Employee wellbeing and the quality of resident care provided and for this reason the Employer and Employees have a shared responsibility for maintaining balanced workloads.
- b. Employee concerns involving excessive workloads should be raised using the Employer's Grievance Management Policy and the Employee can usually expect a written response within two (2) weeks. Workload management should be included as an agenda item at staff meetings on at least a quarterly basis. Where a written grievance regarding workload management is received it will only be discussed from a general perspective at the next staff meeting.
- c. The Employer is committed to ensuring that Registered Nurses are rostered as appropriate in order to meet the care needs of Residents. The Employer will engage in discussions with staff and/or their representatives regarding Registered Nurse coverage as required.
- d. Where the Employer has decided there is no longer an operational requirement for a Care Manager role in a specific Home, then the Employer will ensure that the workload previously performed by that Care Manager is appropriately reallocated to local management staff, and that the workloads of all other nurses on the nursing care roster, within that same workplace, remain consistent with their substantive role, duties and classifications.

A11. DISPUTE RESOLUTION

In the event of a dispute in relation to a matter arising under this Agreement or the NES, the agreed dispute resolution procedure is as follows:

- Step 1:** The parties to the dispute will attempt to genuinely resolve the dispute at the workplace level through discussions between the Employee/s concerned and the relevant Manager or Employer representative. If this does not resolve the dispute, then the matter will be escalated to more senior levels of management who will attempt to resolve the dispute through discussion.
- Step 2:** If the dispute remains unresolved at the workplace, and all agreed steps for resolution have been taken, then the dispute may be referred by either party to mediation or other alternative dispute resolution process to be conducted by a person agreed between the parties in dispute. If the parties cannot agree on a mediator, then the Fair Work Commission will be used.
- Step 3:** If the mediation is unsuccessful, a party to the dispute may apply to have the matter arbitrated. The arbitration is to be conducted by a person agreed between the parties in dispute. If the parties cannot agree on an arbitrator, then the Fair Work Commission will be used.

If the Fair Work Commission arbitrates the dispute, it may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions it considers necessary to make the arbitration effective.

The decision of the arbitrator will bind the parties, subject to either party exercising a right of appeal against the decision to the Full Bench if the dispute has been arbitrated by the Fair Work Commission.

- a. While the dispute resolution procedure is being conducted, work will continue as normal unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.
- b. The parties may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- c. The term "party" or "parties" referred to in this clause means the Employer and/or the Employee/s, as the context requires.

A12. AGREEMENT FLEXIBILITY

Notwithstanding any other provision of this agreement, the Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine needs of the Employer and the individual Employee. The terms that the Employer and the individual Employee may agree to vary are those relating to:

- i. Arrangements about when work is performed;
 - ii. Overtime rates;
 - iii. Shift Allowances;
 - iv. Allowances; and
 - v. Leave Loading.
- a. Any agreement between the Employer and the individual Employee, to vary terms must have been made without coercion or duress.
- b. The agreement between the Employer and the individual Employee must:
 - i. Be confined to a variation in the application of one or more of the terms listed above; and
 - ii. Result in the Employee being better off overall than the Employee would have been if no agreement had been entered into.
- c. The agreement between the Employer and the individual Employee must also:
 - i. Be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - ii. State each term of the agreement that the Employer and the individual Employee have agreed to vary;
 - iii. Detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
 - iv. Detail how the agreement results in the individual Employee being better off overall in relation to the Employee's terms and conditions of employment; and
 - v. The date the agreement commences to operate.
- d. The Employer must give the individual Employee a copy of the agreement within 14 days after it is agreed and keep the agreement as a time and wages record.

- e. Except as provided for in clause A12d, the agreement must not require the approval or consent of a person other than the Employer and the individual Employee.
- f. An Employer seeking to enter into an agreement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- g. The agreement may be terminated at any time, by written agreement between the Employer and the individual Employee providing that the Employer or the individual, provides 28 days notice of termination, to the other party, with the agreement then ceasing at the end of the notice period.
- h. The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an Employer and an individual Employee contained in any other term of this agreement.

A13. NO EXTRA CLAIMS

This Agreement settles all claims in relation to the terms and conditions of employment of the Employees and the parties will not pursue any extra claims during the term of this Agreement.

A14. AVAILABILITY OF AGREEMENT

The Employer must ensure that copies of this Agreement and the NES are available to all Employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

A15. RENEWAL OF AGREEMENT

The Parties to this Agreement will commence discussions regarding the next Agreement at least six (6) months prior to the expiry date of this Agreement.

B. DEFINITIONS

B1. INTRODUCTION

These definitions are made in accordance with the Act. Where there is an inconsistency between a definition in this Agreement and a definition found in the Act, the definition in the Act will apply to the extent of the inconsistency.

B2. GENERAL DEFINITIONS

For the purposes of this Agreement:

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

Agreement means this Catholic Healthcare Residential Aged Care Enterprise Agreement (New South Wales) 2018 - 2021.

Base rate of pay means the Employee's contracted hourly rate of pay as varied from time to time and does not include loadings, allowances, penalty rates or any other similar separately identifiable entitlements.

Employee means a Person employed by the Employer and covered by this Agreement.

Employer means Catholic Healthcare Limited and its subsidiaries.

Employment Classifications means the Employment Classifications set out in Part of this Agreement.

Immediate family means the members of an Employee's immediate family as defined in the Fair Work Act 2009 (Cth):

National Employment Standards (NES) means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009 (Cth)*.

Ordinary hours mean the hours specified in clause of this Agreement.

Service means Residential Aged Care.

C. EMPLOYMENT RELATIONSHIP

C1. ENGAGEMENT

The Employer at the commencement of employment must write to each Employee stating their terms of engagement, and in particular whether they are a full-time, part-time, casual or a maximum term Employee.

C2. EMPLOYMENT SCREENING

- a. The Employee will participate in all relevant employment screening required to be undertaken by the Employer in accordance with the Employer's policies and at law, including National Criminal Record and Visa Entitlement Checks.
- b. At commencement, and throughout their Employment, the Employee will disclose to the Employer, all relevant things that could impair the Employee's position of trust and integrity, including any criminal convictions or charges, or changes to their Visa status that may impact their rights to legally work in Australia.
- c. The Employee will disclose to the Employer any notifiable disease or conditions that could impact on the Employee's position whilst providing care services to Residents.
- d. The Employee acknowledges and recognises that satisfactory results of a National Criminal Record and Visa Entitlement Checks are fundamental conditions of employment.

C3. PROBATION

- a. Employees (other than casual Employees) will be subject to a six (6) month probationary period.
- b. If, for any reason, an Employee is absent from work during the probationary period on extended unpaid leave, then the probationary period may be extended, by notice in writing, by the Employer for a period equal to the unpaid period of the absence.
- c. At regular points throughout the probationary period, the Employer will meet with the Employee to provide feedback on their progress and performance.

C4. EMPLOYMENT CATEGORIES

Employees may be employed in any of the following employment categories:

- a. Permanent (Full-Time or Part-Time)
- b. Maximum Term (Full-Time or Part-Time)
- c. Casual
- d. Apprentice
- e. Trainee

A **Full-Time Employee** is employed to work either a full-time week of 38 hours or an average of 38 hours per week over a four-week period.

A **Part-Time Employee** is employed to work a regular number of hours of less than 38 hours per week averaged over a fortnight.

A Part-Time Employee will accrue entitlements provided for in this Agreement on a pro-rata basis in the same proportion as their ordinary hours of work bear to full-time hours.

A **Maximum Term Employee** is employed for a maximum term for a specific task or project on either a full-time or part-time basis for a period of three months or more. Salary Packaging is available to Maximum Term Employees (refer to clause H3).

The Employer may employ Maximum-Term Employees where such employment is necessary to meet the genuine operational requirements of the Employer, including, but not limited to:

- i. the temporary replacement of Employees on leave (including parental leave);
- ii. limited term funding arrangements;
- iii. long-term relief;
- iv. anticipated service reductions;
- v. the temporary provision of specialist skills that are required within the organisation; or
- vi. to fill short term vacancies during the recruitment and selection process resulting from the cessation of employment of a permanent Employee.

e. A **Casual Employee** is employed on an hourly basis as and when required and:

- i. is engaged by the hour;
- ii. is paid for actual time worked;
- iii. is not entitled to the payment for public holidays not worked, nor any type of paid leave (other than long service leave), nor leave loading or severance payments;
- iv. is not covered by clause F13- Rosters;
- v. will be entitled to unpaid parental leave if he/she is an "eligible casual Employee" as defined by the Act;
- vi. can be terminated by notice to the end of the current shift worked.
- vii. is entitled to casual loading as covered in clause H1c; and
- viii. Is able to access Salary Packaging benefits facilitated by the Employer (refer to clause H3).

f. An **Apprentice** is an Employee who is serving a period of training under a training contract for the purpose of rendering them fit to be a qualified worker in the industry. An apprentice must not be permitted or required to perform work that would prevent the apprentice from attending classes at his or her relevant training establishment.

g. A **Trainee** will be employed in accordance with this Agreement and will be paid as per the provisions set out in Schedule One.

C5. REVIEW OF HOURS FOR PART-TIME AND CASUAL EMPLOYEES

- a. Once every six (6) months a Part-Time Employee may request the Employer to review their hours of work), in circumstances where the Employee is regularly working more than their specified contract hours.
- b. A Casual Employee who has worked on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment.

- c. The Employer may consent or refuse such a request, but must not unreasonably withhold agreement to such a request, taking into account the following:
 - i. the operational requirements of the Service Line and Employer;
 - ii. the pattern of hours;
 - iii. whether the increase in hours is the direct result of another Employee being absent on leave;
 - iv. whether the increase in hours is due to a temporary increase in hours, for example, because of the specific needs of a resident or service.
 - v. Requests relating to C5 a and b above need to be submitted by the Employee in writing.

C6. LABOUR FLEXIBILITY AND MIXED FUNCTIONS

An Employee may be directed to carry out duties that are within the limits of the Employee's skill, competence and training, and using the tools and equipment required, provided that the Employee has the relevant skills and competence for those duties and has been properly trained.

C7. UNION DELEGATES

- a. The Employer recognises the right of all Employees to join a Union, to access meaningful Union representation, to participate collectively in workplace issues, and to collectively bargain through their Union.
- b. The Employer will recognise delegates from HSU New South Wales Branch and delegates from NSW Nurses' and Midwives Association in each workplace.
- c. A delegate shall be released to attend Union business in accordance with the following:
 - i. Five (5) days per calendar year to attend training facilitated by the Union to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment;
 - ii. Three (3) days leave to attend either; the NSW Nurses' and Midwives Association Annual Conference/ HSU New South Wales Branch Annual Conference; and
 - iii. A minimum of four (4) weeks notice must be provided to the Employer of a request to attend such union business. The request must specify the time and nature of the union business.
- d. The release in clause C7c shall be at the discretion of the Employer and subject to refusal on reasonable business grounds.
- e. A delegate may access leave without pay, Annual Leave or Long Service Leave, for the purposes of attending such Union business.
- f. The Employer recognises union delegates by providing them with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities only for the purpose of carrying out work as a delegate.
- g. Union Delegate work should not be conducted during a rostered shift.

D. FLEXIBLE WORK ARRANGEMENTS

D1. INTRODUCTION

The Employer is committed to supporting its employees to achieve a positive balance between their work and personal responsibilities by offering access to a range of flexible work options. It is recognised that this commitment will help to create an effective, productive, harmonious and engaged workplace.

Work Life Balance options may include:

- a. Part-time work opportunities;
- b. Career breaks;
- c. Job-sharing;
- d. Additional annual leave purchases;
- e. Paid and unpaid parental leave;
- f. Flexible return to work options; and
- g. Transition to retirement support for mature-aged Employees.

D2. FLEXIBLE WORK ARRANGEMENTS AND PATTERNS

- a. An Employee may request a Flexible Working Arrangement as outlined in the NES. These arrangements may include changes in the hours, patterns and location of work.
- b. Employees who do not meet the eligibility criteria to request flexible working arrangements under the NES have the opportunity to request flexible working arrangements to suit their personal circumstances. After receiving a written request, the Employer may agree to temporarily change the pattern of working hours of the Employee on the following terms:
 - i. The Employer cannot be compelled to agree to such request;
 - ii. The arrangement must not change or affect any other Employee's number, or pattern, of working hours unless by mutual agreement between the Employees concerned;
 - iii. For operational reasons, the Employer may require the Employee to revert to the original work pattern.
- c. Employees may be engaged for duties in more than one location or services of the Employer. The arrangement must be at the agreement of the Employee and will be subject to the following conditions:
 - i. the arrangement must be in writing and agreed to by the Employee and the Employer, either in the initial engagement letter or a letter to amend conditions of employment;
 - ii. the Employee acknowledges that their hours of work, under both engagements, will not exceed 76 hours per fortnight in total, or 152 hours per 4 weeks, based on the roster cycle of the service; and
 - iii. the arrangement must take into account clauses relating to Minimum Breaks Between Shifts (clause F4), Maximum Ordinary Hours (clause F1) and Breaks (clause F5).

E. EMPLOYMENT CLASSIFICATIONS

E1. INTRODUCTION

- a. All Employment Classifications have been placed into the relevant streams outlined below.
- b. Where classification levels are divided into increments, Employees may progress through these increments upon meeting the stated relevant criteria.
- c. The Employer must advise Employees of their Employment Classification at the commencement of their employment and upon appointment to a different Employment Classification.

E2. RECOGNITION OF SERVICE AND EXPERIENCE

- a. The Employer will recognise an Employee's comparable service and experience gained prior or concurrently with another Employer for the purposes of classifying Employees in Employment Classifications that include progression criteria.
- b. The Employer will recognise comparable service and experience, upon production of documentary evidence satisfactory to the Employer.
- c. The Employee's new classification will apply from the date the evidence is received by the Employer.
- d. The Employee's classification will be back-dated for prior service if the evidence is received by the Employer within three (3) months of the Employee's initial engagement.
- e. For the purpose of yearly progression, based on service and experience, an Employee must complete 1976 hours of work.

E3. REGRADES

- a. Where the nature of the work undertaken by an Employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification, the Employee may apply to have their position reclassified to the higher classification.
- b. An application for regrading must be made by an employee in writing, outlining the reasons for seeking a regrade.
- c. The Employer will respond to the request in writing within a reasonable timeframe, and where possible within one (1) month after receiving the written request, indicating whether the application is approved or denied.
- d. Simply performing more work at the same classification, or different work at the same classification, does not qualify for regrading.
- e. Factors that have a bearing on the decision to approve a regrade request may include whether the work referred to in E3a
 - i. actually, involves the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification; and/or
 - ii. actually, involves work at a higher classification and not simply performing more work at the same classification or different work at the same classification; and/or
 - iii. are permanent or temporary.

E4. CLASSIFICATION DESCRIPTORS

GENERAL EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

Care Service, Support & Allied Health Employee		
Care Service Employee	New Entrant	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 1	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 2	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 3	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 4, Level 1	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 4, Level 2	Care Stream Support Stream Maintenance Stream
Catering Assistant	New Entrant	
Catering Assistant		
Cook		
Chef		
Diversional Therapist		
Pastoral Care Coordinator	New Entrant	
Pastoral Care Coordinator	Level 1	
Pastoral Care Coordinator	Level 2	
Maintenance Supervisor	Tradesperson	
Maintenance Supervisor	Otherwise	

Administration
Administration Support Officer
Administration Coordinator

Nursing
Assistant in Nursing
Care Manager
Enrolled Nurse (with Notation)
Enrolled Nurse
Nurse Practitioner
Registered Nurse

The Employment Classifications are not intended to, and do not constitute, the full position descriptions for each position. Position requirements, and not individual qualifications, will be the primary determination of an Employee's appropriate Employment Classification.

1. CARE SERVICE, SUPPORT & ALLIED HEALTH EMPLOYEES

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

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Carry out simple tasks under supervision to assist a higher-grade Care Service Employee attending to the personal needs of residents.	General assistance to higher grade Employees in the full range of domestic duties.	General labouring assistance to higher grade Employees in the full range of gardening and maintenance duties.

1.2 Care Service Employee Grade 1 means an Employee who has 500 hours work experience in the industry or who has or can demonstrate relevant prior experience, acceptable to the Employer, which enables the Employee to work effectively at this level. An Employee who works under limited supervision individually, or in a team environment or on sleep-over. Employees at this level work within established guidelines including compliance with documentation requirements as determined by the Employer. In some situations, detailed instructions may be necessary. Indicative tasks an Employee at this level may perform are as follows:

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Under limited supervision, provide assistance to residents in carrying out simple personal care tasks, which shall include but not be limited to: assist with personal hygiene and personal grooming e.g. showering and shaving; make beds and tidy rooms; store clothes and clean wardrobes; assist with meals. Under direct supervision, provide assistance to a higher-grade Care Service Employee in attending to the personal care needs of a resident.	Performance under limited supervision of the full range of Domestic duties, including but not limited to: general cleaning of Residential Service, table service and clearing duties; assistance in the preparation of food, including the cooking and/or preparation of light refreshments; all laundry duties.	Performance under limited supervision of labouring duties associated with gardening and general internal and external maintenance activities

1.3 Care Service Employee Grade 2 means an Employee with relevant experience who works individually or in a team environment, and is responsible for the quality of their own work, subject to general supervision, including compliance with documentation requirements as determined by the Employer. A Care Service Employee Grade 2 may be required to perform all the duties of a Care Service Employee Grade 1. Indicative tasks an Employee at this level may perform are as follows:

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Provide a wide range of personal care services to residents, under limited	Assist a higher-grade worker in the planning,	Undertake basic repairs to buildings, equipment,

Care Stream	Support Stream	Maintenance Stream
supervision, in accordance with Commonwealth and State Legislative requirements, and in accordance with the resident's Care Plan, including but not limited to: assist and support residents with medication utilising dose administration aids; simple wound dressing; Implementation of continence programs; attend to routine urinalysis, blood pressure, temperature and pulse checks; blood sugar level checks etc. and assist and support diabetic residents in the management of their insulin and diet. Recognise, report and respond appropriately to changes in the condition of residents, within the skills and competence of the Employee and the policies and procedures of the organisation; assist in the development and implementation of resident care plans; assist in the development and implementation of programs of activities for residents, under the supervision of a Care Service Employee Grade 3 or above, or a Diversional Therapist.	cooking and preparation of the full range of meals. Drive a Sedan or Utility.	appliances, and similar items not calling for trades skills or knowledge. Work with and undertake limited coordination of the work of other maintenance workers. Where no tradesperson is employed, an Employee at this level may be called upon to perform tasks falling within the scope of trades skills, provided the time involved in performing such work, is paid at the rate of Care Service Employee Grade 3. Perform gardening duties. Carry out physical inspections of property and premises and report.

1.4 Care Service Employee Grade 3 means an Employee who holds either a Certificate Level III in Aged Care Work or other appropriate Qualifications/Experience acceptable to the Employer and:

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

An Employee who holds appropriate Trade Qualifications and is required to act on them. Where the work of such Employee requires the holding of a licence, the licence allowance from the applicable State trades award shall be paid. Employees at this level may be required to plan, direct, train staff, schedule work programs on a regular basis and comply with documentation requirements as determined by the Employer and assist in the development of budgets. A Care Service Employee Grade 3 may be required to perform all the duties of a Care Service Employee Grade 1 and/or 2. Indicative tasks an Employee at this level may perform are as follows:

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Coordinate and direct the work of staff. Provide a wide range of personal care services to residents. Develop and implement programs of activities for residents. Develop resident care plans.	Responsible for the provision of domestic services. Work in an onsite Café or similar. Coordinate and direct the work of staff. Drive a Minibus or Larger Vehicle.	Carry out maintenance, repairs, gardening and other tasks falling within the scope of trades skills. Undertake the more complicated repairs to equipment and appliances calling for trades skills. Coordinate and direct the work of staff performing gardening duties.

1.5 Care Service Employee Grade 4 means:

- (a) **Level One:** An Employee who holds a Certificate IV in Aged Care Work (CHC40102) or a Certificate IV in Aged Care: Release 2 (CHC40108) or other appropriate qualifications/experience acceptable to the Employer is required to act on them and:

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

Employees at Grade 4 may be required to exercise any/all managerial functions in relation to the operation of the care service and comply with documentation requirements as determined by the Employer. A Care Service Employee Grade 4 Level 1 may be required to perform all the duties of a Care Service Employee Grade 1, Grade 2 and/or Grade 3. Indicative tasks an Employee at this level may perform are as follows.

Typical Duties – Grade 4 - Level 1

Care Stream	Support Stream	Maintenance Stream
Overall responsibility for the provision of personal care to residents. Coordinate and direct the work of staff. Schedule work programs.	Coordinate and direct the work of staff involved with the preparation and delivery of food. Schedule work programs.	Coordinate and direct the work of staff performing gardening duties. Schedule gardening work programs. Where required, supervise contractors associated with gardening.

- (b) **Level Two:** An Employee who is required to administer medication to residents in residential aged care facilities:

- previously defined as Nursing Homes (as at 31 December 2004) by the Nursing Homes Act 1988 (NSW); or
- in which more than 80% of places are "allocated high care places" as defined in the Aged Care Act 1997 (Cth).

An Employee at this level must hold the following qualifications, which may be varied from time to time by the relevant National Vocational, Education and Training Body:

- a Certificate III in Aged Care Work (CHC30102) or a Certificate III in Aged Care: Release 1 (CHC30212); and
- a Certificate IV in Aged Care Work (CHC40102) or a Certificate IV in Aged Care: Release 2 (CHC40108); and
- medication module – "Provide Physical Assistance with Medication" (CHCCS303A) or Administer and Monitor Medications (CHCCS424B); or
- Hold other appropriate qualifications acceptable to the Employer.

Employees at this level may be required to perform the duties of a Care Service Employee Grade 1, Grade 2, Grade 3 and/or Grade 4 - Level 1.

1.6 Other

"Catering Assistant New Entrant" means an Employee with less than 500 hours work experience who assists with the cooking and provision of meals and who performs those duties under direct supervision. Such Employees perform routine functions requiring understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions including compliance with documentation requirements as determined by the Employer. Problems should be referred to a more senior staff member.

"Catering Assistant" means a person who assists with the cooking and provision of meals.

"Cook" means a person who is responsible for cooking and providing meals and does not hold a Commercial Cookery qualification above Certificate III level.

"Chef" means a person responsible for cooking and providing meals who holds a Commercial Cookery qualification of Certificate IV level or above.

"Diversional Therapist" means a person who provides, facilitates and co-ordinates group and individual leisure and recreational activities. This person must hold a Diploma of Diversional Therapy or have such other qualifications deemed to be equivalent. Masters Degree Qualified Diversional Therapists will commence at 2nd year level and PhD qualified Diversional Therapists will commence at 3rd year level.

"Pastoral Care Coordinator New Entrant" means an Employee who is completing a Diploma of Ageing and Pastoral Care or equivalent and has other appropriate qualifications/experience acceptable to the Employer. The Employee is required to act on those qualifications/experience and work with minimal supervision. In addition, the pastoral care coordinator may also be responsible for the provision of pastoral care services to Independent Living Unit residents.

"Pastoral Care Coordinator Level 1" means an Employee who holds a Diploma of Ageing and Pastoral Care or other appropriate qualifications/experience acceptable to the Employer and has less than 5928 service hours (equivalent to 3 years full-time) as a Pastoral Care Coordinator or equivalent. The Employee is required to act on those qualifications/experience and work with minimal supervision. In addition, the pastoral care coordinator may also be responsible for the provision of pastoral care services to Independent Living Unit residents.

"Pastoral Care Coordinator Level 2" means an Employee who holds a Diploma of Ageing and Pastoral Care or equivalent and has completed 5928 service hours as a Pastoral Care Coordinator or equivalent. The Employee is required to act on those qualifications/experience and work with minimal supervision. In addition, the pastoral care coordinator may also be responsible for the provision of pastoral care services to Independent Living Unit residents.

"Maintenance Supervisor (Otherwise)" means an Employee who is required to perform maintenance duties as required and who may be required to supervise other maintenance staff and has overall responsibility for maintenance at the place of employment.

"Maintenance Supervisor (Tradesperson)" means an Employee who has trade qualifications who is required to perform maintenance and has overall responsibility for maintenance at the place of employment and may be required to supervise other maintenance staff.

2. ADMINISTRATION EMPLOYEES

"Administration Support Officer" means an Employee who may work under routine supervision with intermittent checking and who is responsible for the provision of administrative support to the Administration Coordinator or Residential Manager through basic administrative tasks such as but not limited to filing, reception, typing and stocktake.

"Administration Coordinator" means an Employee who may work without supervision, with general guidance on progress and outcomes sought and who is responsible for the provision of administrative support to the Service and the Residential Manager. Administrative support includes but is not limited to the following areas; reception and customer service, payroll, accounts, admissions, discharges and purchasing.

II. NURSES' EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

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

"Care Manager (previously referred to as Deputy Residential Manager)" means a Registered Nurse appointed to assist the Residential Manager in providing effective operational and clinical management of the Residential Care Service.

"Enrolled Nurse" means a person enrolled as an Enrolled Nurse (Division 2) with the Nursing and Midwifery Board of Australia. The Employee at this level will perform in accordance with the Australian Nurses and Midwifery Council (ANMC) Competencies. An Enrolled Nurse may be required to lead and/or supervise the work of others.

"Enrolled Nurse (with Notation)" means a person enrolled as an Enrolled Nurse (Division 2) with the Nursing and Midwifery Board of Australia who has the following notation "Does not hold Board-approved qualifications in medications administration". The Employee at this level will perform in accordance with the Australian Nurses and Midwifery Council (ANMC) Competencies. An Enrolled Nurse with notation performs the duties and has the skills of an Enrolled Nurse however is not authorised to administer medication.

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

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

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

F. HOURS OF WORK

F1. ORDINARY HOURS OF WORK

- a. The ordinary hours of work must not be worked over more than:

- 76 hours per fortnight on more than 10 days; or
- 152 hours per four weeks on more than 20 days;

in accordance with the roster cycle of the service where the Employee is working.

- b. The ordinary hours of work for each shift will consist of no more than 10 hours.

Applies to:

- | |
|---|
| <input checked="" type="checkbox"/> Full-Time |
| <input checked="" type="checkbox"/> Part-Time |
| <input checked="" type="checkbox"/> Casual |

F2. ARRANGEMENT OF HOURS

- a. Employees are entitled to be free from duty on four (4) full days in each fortnight or eight (8) full days in each four (4) week cycle and these are referred to as Rostered Days Off. Every effort will be made for these days to be consecutive, unless otherwise agreed.

- b. Full-Time and Part-Time Employees must not work more than seven (7) consecutive days.

- c. At the request of an Employee, the Employer and the Employee may agree to alter the arrangement of hours. Any agreement must be in writing.

Applies to:

- | |
|---|
| <input checked="" type="checkbox"/> Full-Time |
| <input checked="" type="checkbox"/> Part-Time |
| <input checked="" type="checkbox"/> Casual |

F3. MINIMUM HOURS

The following minimum hours payments apply to Employees, except with respect to clause F12 – Attendance at Meetings.

- a. Full-Time Employees will receive a minimum payment of four (4) hours at the Employee's base rate of pay for each start in respect of ordinary hours of work.
- b. Part-Time and Casual Employees will receive a minimum payment of two (2) hours at the Employee's base rate of pay for each start in respect of ordinary hours of work.
- c. The Employer will ensure there is provision for handover between Registered Nurses at the commencement of each shift to inform of any changes to a resident's health status.

Applies to:

- | |
|---|
| <input checked="" type="checkbox"/> Full-Time |
| <input checked="" type="checkbox"/> Part-Time |
| <input checked="" type="checkbox"/> Casual |

F4. MINIMUM BREAKS BETWEEN SHIFTS

- a. Unless otherwise agreed, Employees must receive a minimum break of eight (8) hours between shifts or ten (10) hours between broken shifts.
- b. When the minimum break referred to above has not been provided and the next shift is due to commence, then the Employee:
- i. should be released from that part of the next shift without loss of pay until the required minimum break between shifts has been met, or
 - ii. if the Employee agrees to work without the appropriate break, the Employee will be paid at overtime rates as set out in clause F9 until they are released from duty. Once released from duty the Employee will be entitled to be absent from work until they have had their appropriate break without loss of pay for the working time occurring during such an absence.

Applies to:

- | |
|---|
| <input checked="" type="checkbox"/> Full-Time |
| <input checked="" type="checkbox"/> Part-Time |
| <input checked="" type="checkbox"/> Casual |

F5. BREAKS

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

- a. Employees are entitled to a paid rest break each working day as follows:
- one 10-minute break in each four (4) hour period where the Employee works less than 7.6 hours; or
 - two 10-minute breaks, or one 20-minute break (if agreed to by the Employer), where the Employee works 7.6 hours or more.

Rest breaks will count as working time.

- b. Employees are entitled to an unpaid meal break each working day as follows:
- between 30 and 60 minutes where the Employee's shift is 10 hours or less; or
 - two 30minute breaks, or one 60-minute break (if agreed to by the Employer), where the Employee's shift is more than 10 hours.
- c. Employees must not be required to work more than five (5) hours continuously before taking the meal break.
- Meal breaks will not count as time worked.
- d. An Employer must provide the Employee with either a meal, or a meal allowance, (as set out in items 2, 3 or 4 of Schedule Four) if the Employee is required to work overtime for more than two (2) hours and such overtime goes beyond:
- 7:00am on a Night Shift (Item 2);
 - 1:00pm on an Early morning shift, Morning shift or Day shift (Item 3);
 - 6:00pm on an Afternoon Shift (Item 4).

F6. ALLOCATED DAYS OFF

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

The Employer may provide the opportunity for Full-Time Employees to access Allocated Days Off (ADOs) by accruing:

- 0.4 of an hour for every eight hours worked per day; or
 - 0.5 of an hour for every ten hours worked per day.
- a. The Employee will be entitled up to 12 ADOs each year.
- b. The Employer will grant an ADO at a time requested by the Employee and having regard to the operational needs of the Employer.
- c. Where possible and by mutual agreement:
- the ADO will be consecutive with the days not rostered for duty (but will not be rostered on public holidays);
 - the ADO must be taken as one whole day and not a part thereof, preferably one ADO per month;

- iii. no more than five (5) ADOs may be accumulated and may be taken in conjunction with the Employee's annual leave or at another agreed time.
- d. The Employer values its Employees' work-life balance and encourages Employees to use ADOs for the purposes of rest and recreational pursuits. The Employer may direct the Employee to take an ADO when five (5) ADOs are accrued.
- e. ADOs are accrued, at the normal rate, for the following:
 - personal/carer's leave;
 - public holidays;
 - compassionate leave;
 - study leave.
- f. The following types of leave or absence *do not* accrue ADOs:
 - ADO
 - annual leave (the base four weeks);
 - long service leave;
 - paid and unpaid parental leave;
 - leave without pay;
 - workers compensation.

F7. BROKEN SHIFTS

- a. A "broken shift" means a single planned shift worked by an Employee that includes one or more breaks in excess of that provided for meal breaks.
- b. The time between the commencement and termination of the broken shift must not exceed 12 hours.
- c. For broken shifts worked, Employees will be paid the allowance set out in Schedule Four and shift and weekend allowances (determined by the commencement time) in accordance with clause 0.
- d. Any hours worked outside the 12-hour span of the broken shift will be paid at double time, or at double time and a half in the case of a public holiday.
- e. A broken shift may only be worked by agreement between the Employer and Employee.
- f. Other than as requested by an Employee, where an Employee has served a period of broken shifts other than in an emergency, the Employee will not be required to work broken shifts until the Employee has been off for a period equivalent to the previous period.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

F8. REASONABLE ADDITIONAL HOURS

- a. The operational requirements of the Employer will, on occasion, require some Employees to work reasonable additional hours.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

- b. All hours worked over an average of 76 ordinary hours per fortnight or 152 hours per four (4) week period in accordance with the roster cycle of the service, will be additional hours.
- c. Part time Employees may be asked, but not required, to work reasonable additional hours beyond their contracted hours up to 76 hours per fortnight or 152 hours per four (4) week period.
- d. All additional hours worked by the Employee, and approved by the Employer, will be paid for in accordance with this Agreement.
- e. An Employee is required to work the additional hours unless the hours are unreasonable taking into account:
 - i. any risk to the Employee's health and safety;
 - ii. the Employee's personal circumstances including any family responsibilities;
 - iii. the operational requirements of the workplace of the Employer;
 - iv. the notice (if any) given by the Employer of the additional hours and by the Employee of his or her intention to refuse to work the additional hours;
 - v. whether any of the additional hours are on a public holiday; and
 - vi. the Employee's hours of work over the four (4) weeks ending immediately before the Employee is required or requested to work the additional hours.

F9. OVERTIME

- a. All overtime must be agreed to by the Employer prior to such overtime being worked.
- b. Subject to clause F9 (c) all hours worked by Employees outside the ordinary hours will be paid at their base rate of pay at:
 - i. time and one-half (150%) for the first two hours and then double time (200%);
 - ii. double time (200%) for all overtime worked on Sunday; or
 - iii. double time and one-half (250%) for all overtime worked on Public Holidays.
- c. Employees will be entitled to an overtime payment where the total hours worked exceeds 76 hours in a fortnight or 152 hours per four (4) week period, in accordance with their roster cycle.
- d. Employees will be entitled to an overtime payment for any shift in excess of 10 hours or where more than 10 shifts are worked in a fortnight or more than 20 shifts are worked per four (4) week period, in accordance with their roster cycle.
- e. Full-Time and Part-Time Employees will be entitled to an overtime payment when required to work more than seven (7) consecutive days, unless at the request of the Employee and agreed in writing as per clause F2c.
- f. Casual Employees who receive payment for overtime are not entitled to the payment of casual loading.
- g. If an Employee agrees to work without an appropriate break as set out in clause F4, they will be paid overtime rates as set out above.

Applies to:	
<input checked="" type="checkbox"/>	Full-Time
<input checked="" type="checkbox"/>	Part-Time
<input checked="" type="checkbox"/>	Casual

- h. Employees who are recalled to work overtime after leaving the Employer's place of work must be paid:
- a minimum of four (4) hours at the applicable overtime rate (and Employees will not be required to work the full four hours if work is completed earlier, except in unforeseen circumstances); and
 - the lesser of the actual travel expenses incurred to return to work or the allowance set out in Item 5 of Schedule Four where the Employee elects to use the Employee's own vehicle.

This does not apply to Employees working broken shifts (clause F7).

For the purposes of assessing the payment of overtime:

- each day stands alone; however
- where overtime worked is continuous and extends beyond midnight, all overtime hours will be considered as one day.

F10. SHIFT AND WEEKEND WORK

- a. All Employees are entitled to the following shift allowances calculated on their base rate of pay for shifts rostered with the following exception:

Part Time and Casual Employees are only entitled to these allowances where their rostered shifts commence prior to 6.00am or finish after 7.00 pm.

Applies to:

- ☒ Full-Time
- ☒ Part-Time*
- ☒ Casual*

*Applies to some Part-Time and Casual Employees

Shift	Commencement Time	Allowance
Early morning shift	From 4.00am and before 6.00am	10%
Day shift	From 6.00am and before 10.30am	No allowance
Morning shift	From 10.30am and before 1.00pm	10%
Afternoon shift	From 1.00pm and before 4.00pm	12.5%
Night Shift	From 4.00pm and before 4.00am	15%

Casual Employees are entitled to the casual loading in clause H1 and the allowances above, where applicable.

- b. All Employees are entitled to the following weekend allowances calculated on their base rate of pay for ordinary hours worked on a weekend:

Day	Allowance
Saturday (midnight Friday to midnight Saturday)	Time and one-half (150%)
Sunday (midnight Saturday to midnight Sunday)	Time and three-quarters (175%)

Weekend allowances are paid instead of shift allowances and casual loadings, where applicable.

- c. Where an Employee works hours, which would entitle that Employee to payment for more than one of the allowances payable in accordance with the overtime, public holidays, shift and penalty provisions of this Agreement, only the highest of any such allowance will be payable.

F11. PUBLIC HOLIDAYS

- a. The Employer owns and operates health, aged and community care services. The parties acknowledge that the nature of the work performed by the Employee, the type of employment and the nature of the Employer's workplace will require some Employees to work on Public Holidays.
- b. Public Holidays will be those days as defined in the NES.
- c. Where one single part-day public holiday is proclaimed and observed as a public holiday within the area in which the service is situated within a calendar year, it shall be recognised as a full day public holiday. All other instances will be as per the NES.
- d. Where a day is not proclaimed and observed as a public holiday within the area in which the service is situated, the next business day after the Boxing Day Public Holiday will be observed as a public holiday.
- e. An Employee who is rostered to work, and does work, on a Public Holiday will be paid double time and a half (250%) of their base rate of pay for the time worked. This amount is instead of shift and weekend allowances.
- f. An Employee who is rostered to work on a day that is a Public Holiday, but is not required to work because it is a Public Holiday, will be paid their base rate of pay for the rostered hours.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

F12. ATTENDANCE AT MEETINGS

Employees may be required from time to time to attend compulsory meetings which may fall outside the ordinary hours of work and will be entitled to receive ordinary pay per hour for the actual time spent in attendance at such meetings.

Employees required to attend Fact Finding or Disciplinary meetings, which fall outside the ordinary hours of work, will be entitled to a minimum payment of one (1) hour for each meeting attendance.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

F13. ROSTERS

- a. At least two weeks prior to the start of the roster period, the ordinary hours of work must be:
- i. displayed on a roster in a place accessible to Employees; or
 - ii. communicated to the Employee in writing (including by electronic means).
- b. The Employer is not obliged to display or communicate any roster of ordinary hours of work for Casual Employees or relieving staff.
- c. The Employer may alter and communicate changes in the roster at any time if there is a genuine need, such as unplanned Employee absences or emergencies.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

G. ALLOWANCES

G1. SHIFT, WEEKEND AND PUBLIC HOLIDAY ALLOWANCES

- a. The allowances applicable to shift work and work on weekends are set out in clause F10.
- b. The allowance applicable to work on public holidays is set out in clause F11.

G2. IN-CHARGE ALLOWANCE

- a. A Registered Nurse who is designated to oversee the Home, or section, during a shift will be paid the allowance set out in Item 8, 9 or 10 of Schedule Four where applicable.
- b. An Employee who receives the In-Charge Allowance is not eligible for the Higher Duties Allowance.
- c. An Employee who receives the Service Management Allowance is not eligible for the In-Charge Allowance.
- d. Registered Nurses holding classified positions of a higher grade than a Registered Nurse (eg Care Manager) are excluded from this clause.

G3. VEHICLE/TRAVELLING ALLOWANCE

- a. Subject to the Employer being satisfied that the Employee has incurred the expenses:
 - i. Where an Employee is called upon, and agrees, to use the Employee's private vehicle for work-related travel, the Employee will be paid the allowance set out in Item 6 of Schedule Four; or
 - ii. Where an Employee is required to use public transport for work-related travel, the Employee is to be reimbursed the actual expenses reasonably incurred for such travel.
- b. An Employee sent for duty to a place other than the Employee's regular place of duty must be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- c. In accordance with the Employer's Motor Vehicle Policy, the Employer will provide reimbursement up to the amount specified in the policy in the event of loss or damage to their vehicle that was sustained while it was being used for work purposes.

G4. UNIFORMS AND LAUNDRY ALLOWANCE

- a. Subject to (c) below, sufficient suitable and serviceable uniforms, or overalls, will be supplied free of cost, to each Employee required to wear them. An Employee to whom a new uniform or part of a uniform has been supplied by the Employer, who fails to return the corresponding article last supplied, will not be entitled to have such article replaced without payment for it at a reasonable price, in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
- b. Upon separation, an Employee will return any uniform, or part thereof, supplied by the Employer, which is still in use by the Employee, immediately prior to leaving.
- c. In lieu of supplying a uniform, where required to an Employee, the Employer will pay the Employee the weekly allowance set out in Item 20 of Schedule Four to this Agreement as and when required.

- d. If, in any service, the uniforms of an Employee are not laundered at the expense of the service, the sum per week set out in Item 11 of Schedule Four to this Agreement will be paid to the said Employee for actual rostered hours physically worked.
- e. Each Employee whose duties require them to work out doors will be supplied with over boots and raincoats for use as necessary.
- f. Each Employee, whose duties require them to work in a hazardous situation with or near machinery, will be supplied with appropriate protective clothing and equipment.
- g. On a needs basis, Employees have a right to request new uniforms if they become damaged or experience excessive wear and tear.

G5. ON CALL ALLOWANCE

- a. An Employee is on call if the Employee agrees to make themselves ready and available to return to work at short notice while off duty.
- b. An Employee on call must be paid the allowance in Item 12 of Schedule Four for each period of 24 hours or part thereof.
- c. When an Employee who is On Call is recalled to work, refer to Overtime clause F9h.
- d. Where an Employee on call leaves the workplace, and is recalled to duty, the Employee shall be reimbursed reasonable travel expenses incurred or the allowance in Item 5 of Schedule Four where the Employee elects to use the Employee's own vehicle.
- e. This clause does not apply to the Employment Classification of Care Manager.
- f. This clause does not apply when a Registered Nurse or Enrolled Nurse is relieving as the Acting Residential Manager. Payment for being On Call is included in the Service Management Allowance.

G6. ON CALL DURING MEAL BREAK ALLOWANCE

- a. An Employee who is directed to remain on call during a meal break will be paid the meal break allowance in Item 13 of Schedule Four.
- b. Employees on call during a meal break must remain onsite for the duration of the meal break.
- c. This clause does not apply to the Employment Classification of Care Manager.

G7. CONTINUING EDUCATION ALLOWANCE

- a. An Employee who has completed a higher education qualification that is additional to the qualification relevant for registration or enrolment, will be paid the allowance in Items 14 to 17 of Schedule Four subject to the following:
 - i. Allowances will be payable as follows:

Classification	Qualification	Allowance
Registered Nurse	Post-graduate certificate (not a hospital certificate)	Item 14
Registered Nurse	Post-graduate diploma or degree (not nursing undergraduate)	Item 15
Registered Nurse	Master's degree or doctorate	Item 16

Enrolled Nurse	Certificate IV qualification (unless this upgrades the qualification leading to enrolment)	Item 17
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- ii. Indicative fields of post graduate training include but are not limited to aged care, continence, gerontology, dementia care, community psychiatric, mental health/psychiatric nurse practice, psycho-geriatric nursing/mental health for older persons, palliative care, wound management, infection control, advanced nursing practice and rehabilitation.
 - iii. The allowance will only be paid if the Employer accepts that the qualification is directly relevant to the competency and skills used by the Employee in the duties of their position;
 - iv. An Employee is only entitled to one allowance, being the allowance of the highest monetary value;
 - v. An Employee must provide evidence to the Employer that they hold that qualification;
 - vi. The allowance is not included in the Employee's base rate of pay;
 - vii. Part-Time and Casual Employees are entitled to the allowance on a pro-rata basis.
- b. This clause applies to Enrolled Nurses and Registered Nurses, but does not apply to:
- i. Care Managers unless it can be demonstrated to the satisfaction of the Employer that more than 50% of the Employee's time is spent doing clinical work.

G8. HIGHER DUTIES ALLOWANCE

An Employee who is called upon to fully relieve an Employee in a higher classification for one or more full shifts is entitled to receive a higher duty allowance equal to the minimum payment for the higher classification for the period.

G9. SLEEPOVER ALLOWANCE

- a. A sleepover means sleeping at the Home at night for a period of 8 to 10 hours when an oncall requirement means that an Employee needs to be immediately available for emergencies. An emergency is any unplanned occurrence or event requiring prompt action.
- b. An Employee undertaking a sleepover is entitled to the allowance as set out in clause G9 (d).
- c. Employees, other than Employees in the Nursing Employment Classifications (Nurses), may be required to sleepover. Nurses may undertake sleepovers by agreement.
- d. For each sleepover, Employees shall be provided with:
 - i. free board and lodging;
 - ii. a separate room with a bed and use of staff facilities;
 - iii. a sleepover allowance equivalent to 2.4 hours of the Employee's base rate of pay.
- e. If an Employee is directed to perform work other than work of an emergency nature during any sleepover, in addition to the sleepover allowance, the Employee will be paid the lesser of the hourly rate of pay;
 - i. from the start of the sleepover to the end of the non-emergency work; or

- ii. from the start of the non-emergency work to the end of the sleepover.
- f. All time worked during any sleepover shall count as time worked and be paid for as follows:
 - i. Full-time Employees will be paid at overtime rates.
 - ii. Part-Time and Casual Employees will be paid at their base rate of pay plus applicable shift and weekend penalties.
 - iii. If the total number of hours worked by a Part-Time Employee on that night exceeds ten hours, then the excess hours will be paid at overtime rates.
 - iv. If the total number of hours worked in the fortnight exceeds 76 hours in the fortnight, then the excess hours worked in that fortnight will be paid at overtime rates.
- g. An Employee must not be required to sleepover during any part of their days off and/or their ADOs.
- h. Where an Employee has not been provided with an 8-hour break between the sleepover and the Employee's next rostered shift is due to commence:
 - i. the Employee will be released either before or after their shift so they have the appropriate break without loss of pay; or
 - ii. if the Employee is directed to work without the appropriate break, the Employee will be paid until they are released from duty at double time (200%) and will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay.
- i. This clause does not preclude the Employer from rostering an Employee to work shift work in lieu of undertaking sleepovers.

G10. APPRENTICE ALLOWANCES

- a. Apprentices are entitled to reimbursement for fares reasonably incurred travelling to and from college to their place of residence.
- b. Apprentices are entitled to the weekly allowance in Item 7 of the Schedule Four if they obtain and provide to the Employer:
 - i. a certificate or statement evidencing that the Apprentice has passed the first-year technical college examination; and
 - ii. a report confirming satisfactory conduct, punctuality and progress of the Apprentice at college.

G11. CATERING SITE MANAGEMENT ALLOWANCE

An Employee who is classified as a Chef and is designated to be responsible for the management of the catering service at a site, other than their normal place of work, will be paid the allowance set out in Item 18 of Schedule Four.

G12. TRAINING ALLOWANCE

An Employee, other than a Registered Nurse, Nurse Practitioner or Care Manager, who is required to provide face to face education to staff, will be paid the allowance set out in Item 19 of Schedule Four for each one (1) hour block (or part thereof) spent providing such training.

G13. MEDICATION ADMINISTRATION ALLOWANCE

An Employee who is classified as a Care Service Employee Grade 2, Grade 3 or Grade 4 Level 1, and who has been deemed both required & competent to administer medications, will be paid the allowance set out in Item 21 of Schedule 4.

- i. Employees classified as a Care Service Employee Grade 4 Level 2 are not eligible for this Allowance.
- ii. The Employer is committed to maximising access to training for employees in G13a who express an interest in becoming competent in medication administration. The timing and frequency of training offered under this clause will be made in consideration of actual resident care needs and staffing mix in each Home.
- iii. In consideration of G13c, employees will have such training made available to them within 12 months of the approval of this agreement; and
- iv. The Employer is committed to providing opportunities for eligible employees, who are deemed competent, to be considered for medication administration shifts in accordance with resident care requirements.

G14. SERVICE MANAGEMENT ALLOWANCE

A Registered Nurse, or an Enrolled Nurse, who is required to undertake the management of the Care Service as the Acting Residential Manager will be paid the allowance set out in Item 22 of Schedule Four. This allowance includes a component for being In-Charge and On Call. The In-Charge allowance at clause G2 and On Call allowance at clause G5 will not apply. This allowance is not available to Care Managers.

H. REMUNERATION AND BENEFITS

H1. REMUNERATION

- a. An Employee's remuneration will be paid fortnightly in arrears by electronic transfer in accordance with the Act and Regulations.
- b. Full-Time and Part-Time Employees are entitled to be paid the base rate of pay in Schedule Three for the appropriate Employment Classification for all ordinary hours worked.
- c. Casual Employees are entitled to be paid the base rate of pay in Schedule Three for the appropriate Employment Classification plus a casual loading of 25% for all ordinary hours worked. Casual loading is not paid on weekends and public holidays where allowances listed under clause F10b (for weekends) and clause F11 (public holidays) are payable.
- d. Apprentices are entitled to be paid the base rate of pay in Schedule Three for the appropriate Employment Classification for all ordinary hours worked.
- e. A Supported Wage System Employee is entitled to be paid in accordance with Schedule Two.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual
<input checked="" type="checkbox"/> Apprentice
<input type="checkbox"/> Trainees

H2. SALARY INCREASES

- a. The Employer is committed to providing salary increases that appropriately reflect Employee contributions and efforts consistent with industry standards.
- b. Salary increases for the life of the Agreement are defined in Schedule Three.
- c. Any increases in rates of pay by the Fair Work Commission Minimum Wage Panel (or any other industrial body or tribunal) effective prior to or during the term of this Agreement may be absorbed into the salary increases set out above. In addition, the increases offset any underpayment arising from any Fair Work Commission Minimum Wage Panel (or any other industrial body or tribunal) determination, order or decision effective prior to or during the term of this Agreement to the extent that they may be offset.
- d. Any Employee whose current salary is above the rate scheduled in this Agreement will remain on the higher rate of pay. Future pay increases will be absorbed until the rate of pay for the Employee's classification meets and/or succeeds this higher rate of pay, unless otherwise determined by the Employer.
- e. In relation to those rates set out in Schedules One and Two of this Agreement for National Training Wage Employees and Supported Wage System Employees, the Employer will increase these rates to reflect any increases awarded by the Fair Work Commission in its Annual Wage Review.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

H3. SALARY PACKAGING

- a. The Employer makes salary packaging arrangements available for those Employees who wish to take advantage of such benefits.
- b. Employees are able to package and structure their remuneration in accordance with the Employer's Salary Packaging policy.
- c. If existing taxation law is changed, and that change impacts salary packaging arrangements, the Employer may elect to vary or discontinue its salary packaging arrangements.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

- d. In circumstances where legislative requirements allow, the Employer will provide at least three (3) months written notice of any change or cancellation to salary packaging arrangements.

H4. SUPERANNUATION

- a. The Employer will make superannuation contributions to a complying superannuation fund nominated by the Employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.
- b. Should an Employee fail to nominate a fund, the Employer will make superannuation contributions into the Employer's default fund.
- c. The Employer supports those Employees who wish to make voluntary superannuation contributions to their nominated superannuation fund.

Applies to:

- ☒ Full-Time
☒ Part-Time
☒ Casual

H5. SALARY ADJUSTMENTS

Salary Underpayments:

The Employer will remedy Employee salary underpayments within five (5) days of the underpayment being identified or at the next pay date, whichever is earlier.

Applies to:

- ☒ Full-Time
☒ Part-Time
☒ Casual

Salary Overpayments

If an Employee is overpaid salary, then the Employer will confirm in writing the details of the overpayment with the Employee. The Employer and the Employee will agree on a reasonable repayment plan that takes into consideration the size and circumstances of the overpayment. The Employee cannot refuse a reasonable repayment schedule.

I. LEAVE

I1. LEAVE ENTITLEMENTS

- a. Employees are entitled to the leave provided in the Act and this Agreement (as set out below) and such leave will be administered in accordance with the Employer's policy.
- b. For all periods of authorised paid leave, Employees are entitled to be paid their base rate of pay.
- c. Part-Time Employees are entitled to leave on a pro-rata basis.
- d. Casual Employees have no entitlement to leave other than unpaid personal leave, unpaid compassionate leave and long service leave.
- e. Eligible casual Employees as defined by the Act have an entitlement to unpaid parental leave.

Applies to:

- ☒ Full-Time
☒ Part-Time
☒ Casual

I2. ANNUAL LEAVE

- a. Employees are entitled to annual leave for each year of service in accordance with the NES to be taken at a time that is mutually agreeable between the Employee and the Employer.
- b. All Full Time Employees are entitled to four (4) weeks annual leave.
- c. All Part Time Employees are entitled to four (4) weeks annual leave prorated to actual hours worked.
- d. Shift workers are entitled to one additional week of Annual Leave.

Applies to:

- ☒ Full-Time
☒ Part-Time
☐ Casual

e. For the purposes of the NES a shift worker is defined as:

- i. An Employee who is regularly rostered to work their ordinary hours outside Monday to Friday, 6am to 7pm; and/or
- ii. An Employee who works for more than four ordinary hours on 10 or more weekends.

f. The Employer may direct an Employee to:

- i. take annual leave where they have accrued a balance of eight (8) weeks or more; or
- ii. take leave during a shut down.

If directed to take excessive leave, the Employer will provide the Employee with written notification of their leave balance and will be asked how and when they will take leave to reduce this balance, including by the submission of an annual leave form. Alternative arrangements may be put in place by the Employer if an Employee is building leave balances in planning for a significant personal occasion or event (such as travel, maternity, or another special occasion).

g. Annual leave credited to an Employee may be cashed out as per the NES and is subject to the following conditions:

- i. the Employee must elect in writing to receive pay in lieu of an amount of annual leave;
- ii. 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;
- iii. annual leave can only be cashed out if the Employee's remaining accrued annual leave entitlement is at least four (4) weeks and;
- iv. the employer has agreed to the Employee cashing out the annual leave

13. ANNUAL LEAVE LOADING

a. For each period of paid annual leave, Full-Time and Part Time Employees are entitled to annual leave loading equal to the greater of:

- i. 17.5% of the Employee's base rate of pay; or
- ii. the total shift allowances they would have been paid had they worked.

b. Upon separation, Employees are entitled to be paid annual leave loading on any unused leave.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

14. PAID PERSONAL LEAVE (SICK AND CARER'S LEAVE)

a. Full-Time Employees are entitled to 10 days paid personal leave for each year of service in accordance with the NES.

b. Part-Time Employees are entitled to 10 days prorated paid personal leave for each year of service in accordance with the NES

c. Personal leave is either:

- i. sick leave taken by an Employee because the Employee is not fit for work because of a personal illness or injury; or

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

- ii. carer's leave taken by an Employee to provide care or support to a member of the Employee's immediate family or a member of the Employee's household who requires care or support because of:
- iii. a personal illness or injury affecting the member or
- iv. an unexpected emergency affecting the member.
- v. Leave taken in Family or Domestic violence situations in accordance with Clause 16.
- d. Any unused personal leave accrues each year.
- e. All Personal Leave absences of two (2) or more consecutive days will require an Employee to provide a medical certificate from a Registered Health Practitioner that clearly records the expected duration of the absence. A Statutory Declaration or other suitable evidence in lieu of a medical certificate, will be accepted where the Employer agrees that it is not reasonable to expect an employee to obtain a medical certificate.
- f. In consideration of an Employee's welfare needs, the Employer may also request an Employee to provide a medical certificate in circumstances where any absence:
 - i. is immediately before, during or after a period of annual leave or a public holiday; or
 - ii. follows a pattern of repeated absence; or
 - iii. has exceeded 4 separate leave occasions within a 3-month period.

15. UNPAID PERSONAL LEAVE

- a. Once an Employee's entitlement to paid personal leave has been exhausted, Employees are entitled to up to two (2) days unpaid carer's leave per permissible occasion in accordance with the NES.
- b. Unpaid carer's leave can be taken by an Employee to provide care or support to a member of the Employee's immediate family or a member of the Employee's household who requires care or support because of a personal illness or a personal injury of the member or an unexpected emergency affecting the member.

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☒ Casual

16. FAMILY AND DOMESTIC VIOLENCE LEAVE

Definitions:

- a. Family and Domestic Violence Leave provides support to Employees who are experiencing, or have experienced, acts or threats of abuse from any of the following persons (not including acts of self-defence);
 - i. A current or former spouse;
 - ii. A person with whom the Employee shares a child in common;
 - iii. A person who is, or has, continually or at regular intervals lived in the same household as the Employee;
 - iv. A child of the Employee.
- b. An Employee seeking to make use of the paid Leave, available under this clause, may be required to provide information in support of their application to the reasonable satisfaction of their Manager.

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☒ Casual

Measures:

- a. In consultation with the Employee requesting Family and Domestic Violence Leave, the Employer may offer temporary alternative working arrangements for the Employee which may include but not limited to:
 - i. Changes to working times and to work locations; and /or
 - ii. Changes to Employer issued telephone numbers and/or email addresses.
- b. An Employee experiencing family and domestic violence may be referred to the Employee Assistance Program (EAP) for counselling and support.

Leave:

- a. A Full time or Part time employee who satisfies the requirement for accessing Family or Domestic Violence Leave, is able to access the following leave entitlements for the purposes of attending medical appointments or legal proceedings, to search for emergency accommodation or any other need related to their personal circumstances:
 - i. Up to three (3) days on ordinary pay per calendar year on the provision that;
 - a) At the point of application, the Employee's Personal Leave balance is not greater than five (5) days. If it is greater than five (5) days, the Employee will be required to reduce their Personal Leave balance to at least five (5) days before they are able to access (i);
 - b) Where leave entitlements in (i) above have been exhausted, then the employee will be able to utilise Annual Leave, and when this is exhausted, unpaid leave of up to five (5) days.
 - c) This leave may be taken as consecutive or single days or as a fraction of a day;
 - d) Family and Domestic Violence Leave is available in full, at the commencement of each twelve (12) month period and does not accumulate from year to year;
 - e) Casual employees can apply for unpaid Family and Domestic Violence Leave only.

17. COMPASSIONATE LEAVE

- a. Employees are entitled to compassionate leave in accordance with the NES:
 - i. for the purposes of spending time with a member of the Employee's immediate family or household who has a personal illness, or injury, that poses a serious threat to their life; or
 - ii. after the death of a member of the Employee's immediate family or household.
- b. Full Time or Part Time Employees are eligible for up to three (3) days paid compassionate leave per occasion.
- c. In circumstances involving the death of an Employee's spouse, partner or child then an additional two (2) days is payable.
- d. Casual Employees are entitled to unpaid compassionate leave.
- e. If additional compassionate leave is required, then Employees may utilise other forms of leave as appropriate.

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☒ Casual

18. UNPAID PARENTAL LEAVE

- a. Employees are entitled to 12 months unpaid parental leave in accordance with the NES. An Employee may request an extension of unpaid parental leave for a further period of

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☒ Casual*

*Applies to eligible casual Employees

up to 12 months immediately following the end of the available parental leave period in accordance with the NES.

- b. Parental leave comprises maternity leave, partner leave and adoption leave.

19. PAID PARENTAL LEAVE

- a. Employees, who are the Primary care giver, are entitled to up to nine (9) weeks paid parental leave in accordance with the Employer's policy.
- b. Employees who are the non-primary care giver are entitled to up to two (2) weeks paid parental leave to be taken within two (2) months of the birth/adoption of the child, in accordance with the Employer's policy.
- c. Employees are eligible for paid parental leave after they have completed at least an initial 12 months continuous service prior to the expected date of birth, or prior to taking custody of the child.

Applies to:

- ☒ Full-Time
☒ Part-Time
☐ Casual

110. LONG SERVICE LEAVE

- a. Employees are entitled to Long service leave after completing five years of continuous service.
- b. Employees will accrue Long service leave as follows:

Applies to:

- ☒ Full-Time
☒ Part-Time
☐ Casual

Completed years of continuous service	Long Service Leave
Less than 5 years	nil
5 years	4.33 weeks
10 years	an additional 4.33 weeks
15 years and each 5 years thereafter	an additional 10.825 weeks

- c. Employees are entitled to access their Long service leave on a pro-rata basis as follows:
- i. if an Employee has completed five (5), but less than ten (10), years of continuous service, the Employee is entitled to a proportionate amount of long service leave on the basis of 4.33 weeks for each five years of service; and
- ii. if an Employee has completed more than ten (10) years of continuous service, the Employee is entitled to a proportionate amount of long service leave on the basis of 10.825 weeks for each subsequent five years of service.
- d. When an Employee takes a period of long service leave, the Employer will pay the Employee their base rate of pay in respect of the period of leave.
- e. Employees are required to give the Employer four (4) weeks' written notice of their intention to take their long service leave entitlement. Long service leave will be taken as soon as practicable having regard to the needs of the workplace, or may be postponed to an agreed date.
- f. After the Employee has accrued more than ten (10) weeks long service leave, the Employer may direct the Employee to commence a period of long service leave due to them on the provision of four weeks' written notice and having regard to the needs of the workplace.

- g. The Employee may take a period of long service leave due to them either in a lump sum or in separate periods. The minimum period of long service leave as leave taken is one week. Long service leave must be taken in whole weeks.
- h. Upon separation of employment for reasons other than serious and wilful misconduct, the Employee is entitled to payment of all untaken long service leave (calculated on a pro-rata basis in accordance with clause I10c) at the Employee's base rate of pay on the provision that they have at least five years of continuous service at that time.
- i. Employees who have accrued long service leave prior to this Agreement will retain that accrued long service leave entitlement.
- j. Casual Employees are entitled to long service leave in accordance with the *Long Service Leave Act 1955* (as amended or replaced).

I11. "PURCHASED" EXTRA LEAVE (PEL)

- a. The Employer may offer Permanent Employees the opportunity to "purchase" up to an additional two (2) weeks of leave each year. Purchased leave enables an Employee to access additional leave in a given year in exchange for a proportional reduction in their salary over 12 months and is treated as leave without pay.
- b. An Employee wishing to purchase additional leave must make an election in writing, before the 1st July each year, and identify if their request is for one (1) or two (2) weeks. Under such an agreement the Employee's salary will be reduced at the rate of 1.92% for each week of leave purchased.
- c. Annual leave entitlements are to be exhausted prior to purchased leave being utilised.
- d. All purchased leave must be utilised by 30 June each year. All unused purchased leave will be re-credited and paid as a gross salary payment to the Employee.
- e. Purchased annual leave deductions can be ceased at any time in writing;
- f. Superannuation entitlements will be calculated on the "pre-purchase" salary.
- g. Leave loading does not apply to purchased leave.
- h. In making an application for PEL, an Employee agrees that any potential overpayment of PEL can be deducted from final salary payments on separation.

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☐ Casual

I12. DISASTER LEAVE

Employees are able to access Disaster Leave when they are absent from duty to attend to emergency personal situations, as a direct result of floods, cyclones, bushfires, snow or earthquakes. An Employee will be paid a maximum of two (2) days of Disaster Leave in any 12-month period.

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☐ Casual

I13. CEREMONIAL LEAVE

An Employee who is required by their Aboriginal or Torres Strait Island tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the Employer.

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☒ Casual

I14. LEAVE WITHOUT PAY

- a. Leave without pay is available only in exceptional circumstances when all accrued paid annual, personal or long service leave has been exhausted. The requirements and circumstances for leave without pay must be discussed with, and approved by, the Employer, whose approval may be withheld at their absolute discretion.
- b. In the event that a period of leave without pay exceeds 14 days, then the entire leave without pay period will not count for service-based entitlements including long service, personal, annual leave or redundancy.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

J. STAFFING AND DEVELOPMENT

J1. TRAINING

- a. Employees will be provided with access to ongoing training as necessary, relevant to their roles and responsibilities.
- b. Delivery of training may be via face to face sessions, on the job, e-learning, webinars or other methods. The Employer will facilitate access to the appropriate resources and skills development opportunities required to undertake the training.
- c. Where practicable, training will be provided to Employees during their normal rostered hours of work. Where it is not practicable:
 - i. Employees will attend training outside their normal rostered working hours when required to do so by the Employer;
 - ii. The Employer will aim to provide Employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours;
 - iii. Where an Employee attends training they will be paid their base rate of pay and the Vehicle/Travelling Allowance (Item 5 of Schedule Four) for the travel time that is in excess of the time normally taken for the Employee to attend work;
 - iv. Training must be arranged so that Full-Time Employees receive a minimum break as set out in clause F4. Where practicable, similar arrangements should also be made available to all other Employees.
- d. Where the Employer requires, and directs, an employee to complete mandatory e-learning outside of the workplace and/or outside of the employee's ordinary hours of work, and it is reasonable to do so, employees shall be paid at their ordinary rate of pay for the specified duration of the training.

J2. PROFESSIONAL DEVELOPMENT AND STUDY LEAVE

- a. The Employer is committed to providing support, training and educational opportunities to assist Employees in meeting the Employer's best practice objectives.
- b. Further staff development can be undertaken through a formal course of study at a recognised institution, or developmental activities such as management or executive programs, conferences and seminars.
- c. Consistent with the above, Employees are entitled to up to five (5) days paid study leave per year for courses related to work and approved by the Employer but not funded or arranged by the Employer. Such leave is not applicable to Casual Employees, will not accrue year to year and will be pro-rated for Part-Time Employees.

- d. Approval by the manager for study leave must be granted prior to the Employee registering for formal courses of study, conferences or seminars.

K. SEPARATION OF EMPLOYMENT

K1. RESIGNATION

- a. Employees may resign from their employment by giving the following notice:

Employee's period of continuous service	Notice
Not more than 1 year	One week
More than 1 year but not more than 3 years	Two weeks
More than 3 years but not more than 5 years	Three weeks
More than 5 years	Four weeks
Casual Employee	To the end of the current shift

Applies to:

- ☒ Permanent
- ☒ Fixed Term
- ☒ Casuals

A Care Manager is required to provide four weeks' notice.

K2. TERMINATION WITH NOTICE

- b. The Employer may terminate the Employee's employment by giving the following written notice, or payment in lieu, of such notice:

Employee's period of continuous service	Notice
Not more than 1 year	At least one week
More than 1 year but not more than 3 years	At least two weeks
More than 3 years but not more than 5 years	At least three weeks
More than 5 years	At least four weeks
Casual Employee	To the end of the current shift

Applies to:

- ☒ Permanent
- ☒ Fixed Term
- ☒ Casuals

A Care Manager is entitled to four weeks' notice.

If the Employee is over 45 years of age and has completed at least two years of continuous service with the Employer, the Employee is entitled to an additional week's notice.

- c. The Employer may terminate the employment of an Employee during the probationary period by giving one (1) week's written notice, or payment in lieu of such notice.
- d. During the notice period, the Employer may require the Employee to not report to work, or may provide the Employee with alternate duties, for all or part of the notice period.

K3. SUMMARY TERMINATION (WITHOUT NOTICE)

The Employer may, without notice, summarily dismiss an Employee at any time for serious misconduct or wilful disobedience. Payment is up to the time of dismissal only.

Applies to:

- ☒ Permanent
- ☒ Fixed Term
- ☒ Casuals

K4. ABANDONMENT OF EMPLOYMENT

- a. Where an Employee is absent from work, the onus is on the Employee to notify the Employer as soon as possible on the day of absence.
- b. Where the Employee is absent from work for a continuous period of two (2) working days without the consent of the Employer or without notification to the Employer, the Employee is considered to have abandoned their employment.
- c. In the event of abandonment, the Employer will request the Employee, in writing, to provide a satisfactory explanation for their absence.
- d. If this explanation is not received within two (2) days of such a request, then the Employee will be considered to have abandoned employment and their employment will be terminated.

Applies to:

- ☒ Permanent
- ☒ Fixed Term
- ☒ Casuals

K5. REDUNDANCY

- a. Redundancy occurs where the Employer has made a definite decision that the Employer no longer has a business/operational requirement for the position and this is not due to the ordinary and customary turnover of labour.
- b. Upon termination of the Employee's employment due to redundancy, the Employer will pay the Employee the following severance payment:

Applies to:

- ☒ Permanent
- ☒ Fixed Term
- ☐ Casuals

Where the Employee is under 45 years of age:

Minimum years of 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

Where the Employee is 45 years of age or over

Minimum years of 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

- c. The Employee is not entitled to notice or severance pay where:
- i. the Employee is offered employment in another comparable position; or
 - ii. part or all of the Employer's business is transmitted by way of sale, assignment or succession and the Employee is offered employment with the purchaser, assignee or successor of the business (or part) on terms that overall are no less favourable than provided for in this Agreement.
- d. For the purposes of this clause an Employee's service is reduced by periods of leave without pay in accordance with I14 (ii);
- e. For the purposes of this clause "Weeks' pay" means the greater of:
- i. the Employee's base rate of pay (excluding overtime), plus the following allowances (where applicable):
 - a) broken shift allowance,
 - b) shift allowances,
 - c) sleepover allowance; or
 - ii. the Employee's average actual weekly earnings over the preceding twelve months from the date of termination.

SCHEDULE ONE – NATIONAL TRAINING WAGE NON-NURSING STAFF

1.1 Application

This National Training Wage Schedule applies only to trainees who, but for the operation of this agreement, would be covered by the Aged Care Award 2010.

For wage details and conditions, please refer to the Miscellaneous Award 2010, Schedule E – National Training Wage, as they may change from time to time."

SCHEDULE TWO – SUPPORTED WAGE SYSTEM

1. Workers Eligible for a Supported Wage

This clause defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

(a) "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in [Supported Wage System: Guidelines and Assessment Process].

(b) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

(c) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act* 1991, as amended from time to time, or any successor to that scheme.

(d) "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

2. Eligibility Criteria

Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

The clause does not apply to any existing Employee who has a claim against the Company which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of team members who are injured in the course of their current employment.

3. Supported Wage Rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing, according to the following schedule: -

Assessed Capacity	% of Prescribed Agreement Rate
10%*	10%
20%	20%
30%	30%
40%	40%

50%
60%
70%
80%
90%

50%
60%
70%
80%
90%

However, the minimum amount payable shall be not less than \$82.00 per week. Adjustments to the minimum amount payable will be increased to reflect any increases flowing from any Supported Wage decision that may apply during the life of the Agreement.

* Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

4. Assessment of Capacity

For the purpose of establishing the percentage of the Agreement rate to be paid to an Employee under this Agreement, the productive capacity of the team member will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (a) the Company, in consultation with the Employee or;
- (b) the Company and an accredited Assessor from a panel agreed by the parties to the Agreement and the Employee.

5. Lodgement of Assessment Instrument

(a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Agreement wage to be paid to the Employee, shall be lodged by the Company with the Registrar of Fair Work Commission.

(b) All assessment instruments shall be agreed and signed by the parties to the assessment.

6. Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process or review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

7. Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to equal terms and conditions of employment as all other workers covered by this Agreement, paid on a proportionate basis.

8. Workplace Adjustment

When the Company wishes to employ a person under the provisions of this clause, reasonable steps shall be taken to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of the job duties, working time arrangements and work organisation in consultation with other workers in the area.

9. Trial Period

(a) In order for an adequate assessment of the Employee's capacity to be made, the Company may employ a person under the provision of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

(b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

(c) The minimum amount payable to the Employee during the trial period shall be no less than \$82.00 per week.

(d) Work trials should include induction or training as appropriate to the job being trialled.

(e) Where the Company and the Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 4, Assessment of Capacity.

SCHEDULE THREE – PAY RATES

Hourly Pay Rates for Permanent Employees Residential Aged Care (NSW)

Note: these rates are permanent employees' rates of pay only and are not inclusive of any casual loadings that apply to casual employees

Classification Stream	First full pay period on or after 1 July 2018 2.3%	First full pay period on or after 1 July 2019 2%	First full pay period on or after 1 July 2020 2%
Assistant in Nursing			
1 st year	21.04	21.46	21.89
2 nd year	21.70	22.13	22.57
3 rd year	22.32	22.77	23.22
Thereafter	22.97	23.43	23.89
Enrolled Nurse with Notation			
	27.30	27.85	28.41
Enrolled Nurse			
1 st Year	27.48	28.03	28.59
2 nd Year	28.13	28.70	29.27
3 rd year	28.65	29.23	29.81
4 th Year	28.99	29.57	30.16
Thereafter	29.33	29.92	30.51
Registered Nurse			
1 st year	31.47	32.10	32.74
2 nd year	33.40	34.07	34.75
3 rd year	35.43	36.14	36.86
4 th year	37.60	38.35	39.11
Thereafter	40.08	40.88	41.70
Nurse Practitioner			
1 st year	54.51	55.60	56.71
2 nd year	55.72	56.84	57.97
3 rd year	57.33	58.48	59.65
Thereafter	58.91	60.09	61.29
Care Manager			
From	46.41	47.34	48.29
To	49.75	50.74	51.76
Care Service Employee			
New Entrant	20.23	20.64	21.05
New Entrant - Care Stream	21.04	21.46	21.89
Grade 1	21.17	21.59	22.02
Grade 2	22.97	23.43	23.89
Grade 3	23.72	24.20	24.68
Grade 4 Level 1	25.00	25.50	26.01
Level 2, 1 st year	27.93	28.49	29.06
2 nd year	28.60	29.18	29.76
3 rd year	29.28	29.86	30.46
Maintenance			
Maintenance Supervisor (Otherwise)	24.84	25.34	25.84
Maintenance Supervisor (Otherwise) – in charge of staff	25.38	25.89	26.41
Maintenance Supervisor (Tradesperson)	26.99	27.53	28.08
Maintenance Supervisor (Tradesperson) – in charge of staff	27.54	28.09	28.65

Classification Stream	First full pay period on or after 1 July 2018 2.3%	First full pay period on or after 1 July 2019 2%	First full pay period on or after 1 July 2020 2%
Catering			
Catering Assistant New Entrant	21.88	22.32	22.77
Catering Assistant	22.93	23.38	23.85
Cook			
0-40 beds	25.66	26.17	26.69
41-80 beds	26.36	26.89	27.43
Over 80 beds	27.10	27.64	28.19
Chef			
0-40 beds	30.43	31.04	31.66
41-80 beds	33.42	34.09	34.77
Over 80 beds	35.81	36.52	37.25
Diversional Therapist			
1 st year	25.05	25.55	26.07
(Masters Degree Entry) 2 nd year	25.90	26.42	26.95
(PhD Entry) 3 rd year	28.16	28.73	29.30
4 th year	30.33	30.94	31.56
5 th year	32.70	33.35	34.02
Pastoral Care Coordinator			
New Entrant	25.00	25.50	26.01
Level 1	29.78	30.38	30.98
Level 2	32.70	33.35	34.02
Apprentices			
Apprentice Chef			
1 st year	14.24	14.52	14.82
2 nd year	19.59	19.98	20.38
3 rd year	21.94	22.38	22.83
Apprentice Gardener			
1 st year	11.87	12.10	12.35
2 nd year	14.24	14.52	14.82
3 rd year	18.97	19.35	19.73
4 th year	21.36	21.79	22.22
Administration Employees			
Administration Support Officer	24.11	24.59	25.09
Administration Coordinator	26.78	27.32	27.86

SCHEDULE FOUR- ALLOWANCES

Allowances for Residential Aged Care (NSW)

Item No.	Clause	Description	Per	First full pay period on or after 1 July 2018	First full pay period on or after 1 July 2019	First full pay period on or after 1 July 2020
1	F 7 c	Broken Shift	Shift	10.10	10.30	10.50
2	F 5	Overtime Breakfast	Meal	15.24	15.55	15.86
3	F 5	Overtime Luncheon	Meal	19.73	20.13	20.53
4	F 5	Overtime Evening Meal	Meal	28.76	29.33	29.92
5	F 9 h G 5 d J 1 c	Vehicle Allowance	Km	0.42	0.43	0.44
6	G 3 a	Vehicle Allowance – official business	Km	0.85	0.85	0.85
7	G 10 b	Apprentice – TAFE Examination Allowance	Week	2.32	2.37	2.42
8	G 2 a	In charge of residential aged care facility less than 100 beds	Shift	26.20	26.72	27.26
9	G 2 a	In charge of residential aged care facility 100 beds or more	Shift	42.21	43.05	43.91
10	G 2 a	In charge of section	Shift	26.20	26.72	27.26
11	G 4 d	Laundry	Per hour	0.164	0.167	0.170
12	G 5 b	On call	Day	23.36	23.82	24.30
13	G 6 a	On call during meal break	Period	12.64	12.90	13.16
14	G 7 a	Continuing Education Allowance: RN Postgraduate Certificate (not a hospital certificate)	Week	21.98	22.42	22.87
15	G 7 a	Continuing Education Allowance: RN Postgraduate Diploma or Degree (not nursing undergraduate)	Week	36.65	37.39	38.13
16	G 7 a	Continuing Education Allowance: RN Master's Degree or Doctorate	Week	43.98	44.86	45.76
17	G 7 a	Continuing Education Allowance: EN Certificate IV qualification (unless upgrades the qualification leading to enrollment)	Week	14.66	14.95	15.25
18	G11	Catering Site Management Allowance	Hour	2.99	3.05	3.11
19	G 12	Training Allowance	Per Hour Training	5.61	5.72	5.83
20	G 4 c	Uniform	Week	7.80	7.95	8.11
21	G13	Medication Administration Allowance	Per hour per shift	4.77	4.77	0.90
22	G14	Service Management Allowance	Day	48.49	49.46	50.45

EXECUTED by the parties

EXECUTED by **THE EMPLOYER** by being signed
by those persons who are authorised to sign on
its behalf:

Witness

Name of Witness

Address of Witness

DATED

EXECUTED by **AN EMPLOYEE**
REPRESENTATIVE OF THE EMPLOYEES by
being signed by those persons who are
authorised to sign on its behalf:

Witness

Name of Witness

Address of Witness

DATED



Name of Authorised Officer

Position of Authorised Officer

Address of Authorised Officer

17 / may / 2019

Name

Position

Address

EXECUTED by the parties

EXECUTED by THE EMPLOYER by being signed
by those persons who are authorised to sign on
its behalf:

)
)
)

.....
Witness

.....
Name of Authorised Officer

.....
Name of Witness

.....
Position of Authorised Officer

.....
Address of Witness

.....
Address of Authorised Officer

DATED

/ /

**EXECUTED by AN EMPLOYEE
REPRESENTATIVE OF THE EMPLOYEES** by
being signed by those persons who are
authorised to sign on its behalf:

) *Jon Hall*

Marina Menday
.....
Witness

Thomas Hall
.....
Name

Marina Menday
.....
Name of Witness

Pastoral Care Coordinator
.....
Position

52 BRIGHTON ST
.....
Address of Witness

6 Brighton St Croydon NSW.
.....
Address

DATED

17/5/19.

2132

17/ 5 1 19

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.

15 November 2019

Dear Deputy President Boyce,

**Catholic Healthcare Residential Aged Care Enterprise Agreement (NSW) 2018-2021
(AG2019/1871)**

I am authorised to give these undertakings on behalf Catholic Healthcare Limited (the **Employer**).

The Employer makes the following undertakings under section 190 of the Fair Work Act 2009 (Cth) (**Act**) in connection with the approval of the Agreement.

1. The Employer undertakes and agrees to interpret and apply the Agreement as if the following words were inserted into the part time provisions in clause C4:

Before commencing part-time employment, the Employer and Employee will agree in writing, the guaranteed contract hours to be worked and the rostering arrangements which will apply to those hours. Any agreed variation to the hours of work will be in writing.

2. The Employer undertakes and agrees to interpret and apply clause C5.c of the Agreement as if the following words were inserted at the end of the clause:

Where the Employer refuses a regular Casual Employee's request to convert, the Employer must provide the Casual Employee with the Employer's reasons for refusal in writing within twenty one (21) days of the request being made. If the Employee does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause A11 of this Agreement.

3. The Employer undertakes and agrees to interpret and apply clause C5 of the Agreement as if the following was inserted into the Agreement:

d. *Where it is agreed that a Casual Employee will have their employment converted to Full-Time or Part-Time employment as provided for in this clause, the Employer and Employee will discuss and record in writing:*

- i. *the form of employment to which the Employee will convert, that is, Full-Time or Part-Time employment; and*
- ii. *if it is agreed that the employee will become a part-time employee, the matters referred to in clause C4 of this Agreement.*

- e. *The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.*
 - f. *A Casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.*
 - g. *Nothing in this clause obliges a regular Casual Employee to convert to full-time or part-time employment, nor permits the Employer to require a regular Casual Employee to so convert.*
4. The Employer undertakes and agrees to interpret and apply clause F3.b of the Agreement such that the minimum engagement period for a Casual Employee to whom the Health Professionals and Support Services Award 2010 would apply had this Agreement not been in operation, will be 3 hours.
5. The Employer undertakes and agrees to interpret and apply the Agreement as if clause F4.a was deleted and replaced with the following words:
- i. *Rest period between ordinary rostered hours*

Employees must receive a minimum break of eight (8) hours between shifts or ten (10) hours between broken shifts.
 - ii. *Rest period after overtime*

An Employee, other than a Casual, must receive at least ten (10) consecutive hours off duty between the termination of overtime worked at the conclusion of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift.
6. In respect of clause F7 of the Agreement, the Employer undertakes and agrees that:
- a. *Nurses Award 2010 or Health Professionals and Support Services Award 2010 covered Employee Classifications may be requested but not required to work broken shifts; and*
 - b. *Where applicable, overtime penalties in accordance with clause F9 of this Agreement shall apply to broken shifts.*

7. The Employer undertakes and agrees to interpret and apply the Agreement as if clause F9. b. of the Agreement (Overtime) was amended as follows:

Subject to Clause F9(c) all hours worked by Employees outside the ordinary hours will be paid at their base rate of pay at:

- i. time and one-half (150%) for the first two (2) hours and then double time (200%);*
- ii. notwithstanding (i) above, for all overtime worked on Saturday:*
 - Aged Care Award 2010 covered Employee Classifications will be paid double time (200%); and*
 - Health Professional and Support Services Award 2010 covered Employee Classifications will be paid time and three-quarters (175%);*
- iii. double time (200%) for all overtime worked on Sunday; or*
- iv. double time and one-half (250%) for all overtime worked on Public Holidays.*

8. The Employer undertakes and agrees to interpret and apply clause F9.f of the Agreement as though the clause was removed and replaced with the following:

With the exception of Casual Assistants in Nursing and Casual Enrolled Nurses, Casual Employees who receive payment for overtime are not entitled to payment of the casual loading. Casual Assistants in Nursing and Casual Enrolled Nurses are entitled to the casual loading in clause H1 calculated on the Employee's base rate of pay with the overtime penalties above then applied to the loaded casual hourly rate of pay.

9. The Employer undertakes and agrees to interpret and apply clause F10.a of the Agreement as if the words "Casual Employees are entitled to the casual loading in clause H1 and the allowances above, where applicable" were removed and replaced with the words:

"Casual Employees other than Diversional Therapists and Pastoral Care Co-ordinators are entitled to the casual loading in clause H1 and the allowances above, where applicable. A casual Diversional Therapist or Pastoral Care Co-ordinator who is entitled to shift allowances in accordance with this clause will be paid an allowance of 40% on their base rate of pay in substitution for the allowances in the table above and the casual loading of 25%".

10. The Employer undertakes and agrees to interpret and apply clause F10.b of the Agreement as though the notation at the end of the clause was removed and replaced with the following:

With the exception of Casual Assistants in Nursing and Casual Enrolled Nurses, weekend allowances are paid instead of shift allowances and casual loadings, where applicable.

For Casual Assistants in Nursing and Casual Enrolled Nurses, weekend allowances are paid instead of shift allowances. Casual Assistants in Nursing and Casual Enrolled Nurses are entitled to the casual loading in clause H1 calculated on the Employee's base rate of pay, with the weekend allowances above then applied to the loaded casual hourly rate of pay.

11. The Employer undertakes and agrees that all employees to whom Schedule 1 of the Agreement applies will at all times be paid no less than the National Training Wage.
12. The Employer undertakes that the minimum weekly amount payable to supported wage employees in clause 3 of Schedule 2 to the Agreement will be increased from time to time to meet the relevant underlying Award.
13. The Employer undertakes and agrees to interpret and apply the Agreement as though the Diversional Therapist rates of pay in Schedule 3 to the Agreement are as follows:

Classification Stream	First full pay period on or after 1 July 2018	First full pay period on or after 1 July 2019 2%	First full pay period on or after 1 July 2020 2%
Diversional Therapists			
1st year	\$26.05	\$26.57	\$27.10
(Masters Degree Entry) 2nd year	\$26.90	\$27.44	\$27.99
(PhD Entry) 3rd year	\$29.16	\$29.74	\$30.33
4th year	\$31.33	\$31.96	\$32.60
5th Year	\$33.70	\$34.37	\$35.06

14. The Employer undertakes and agrees that Pastoral Care Co-ordinator Level 2 employees with 7,296 or more hours of service in the Level 2 role shall be paid as follows:

Classification Stream	First full pay period on or after 1 July 2018	First full pay period on or after 1 July 2019 2%	First full pay period on or after 1 July 2020 2%
Pastoral Care Co-ordinator			
Level 2A	\$33.70	\$34.37	\$35.06

15. The Employer undertakes and agrees to apply the Apprentice rates of pay in Schedule 3 to the Agreement to Junior Apprentices only. Adult Apprentices will be paid the following rates of pay:

Classification Stream	First full pay period on or after 1 July 2018	First full pay period on or after 1 July 2019 2%	First full pay period on or after 1 July 2020 2%
Adult Apprentices			
1st year	\$17.63	\$17.98	\$18.34
2nd year	\$20.12	\$20.52	\$20.93
3rd year	\$20.12	\$20.52	\$20.93
4th year	\$20.94	\$21.36	\$21.79

The Employer understands these undertakings will be taken to be a term of the Agreement pursuant to section 191 of the Fair Work Act 2009 (Cth).

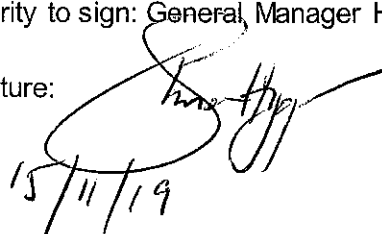
Employer Name: Catholic Healthcare Limited

Person giving undertakings: Simon Higgins

Authority to sign: General Manager Human Resources

Signature:

Date:



15/11/19