



# DECISION

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

**Christadelphian Homes Limited T/A Christadelphian Aged Care**  
(AG2019/4192)

## **CHRISTADELPHIAN AGED CARE (NSW) ENTERPRISE AGREEMENT 2019**

Aged care industry

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 17 DECEMBER 2019

*Application for approval of the Christadelphian Aged Care (NSW) Enterprise Agreement 2019.*

[1] An application has been made for approval of an enterprise agreement known as the *Christadelphian Aged Care (NSW) Enterprise Agreement 2019 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

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

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

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

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

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

[6] The Australian Nursing and Midwifery Federation NSW Branch and the Health Services Union NSW Branch being bargaining representatives for the Agreement, have each given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisations.

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 24 December 2019. The nominal expiry date of the Agreement is 30 June 2022.



DEPUTY PRESIDENT

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<AE506518 PR715357>

## Annexure A

TO: Fair Work Commission  
3/237 Wharf Road  
NEWCASTLE NSW 2300

### UNDERTAKINGS

#### AG2019/4192- Christadelphian Aged Care (NSW) Agreement 2019

I am authorised to make these undertakings on behalf of Christadelphian Homes 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 that it will not employ Clinical Nurses, Nurse Educators and/or Senior Nurse Educators who would be covered by this Agreement on a casual basis.
2. The Employer undertakes and agrees that it will not employ Health Professional classification employees who would be covered by this Agreement on a casual basis.
3. For the purposes of clause 22.1 of the Agreement, the Employer undertakes and agrees that Aged Care Classification employees covered by this Agreement will not be rostered to work shifts in excess of 8 hours on day shift or 10 hours on night shift.
4. For the purposes of clause 19.3 of the Agreement, the Employer undertakes and agrees that Aged Care Classification employees and Health Professional Classification employees covered by this Agreement who are engaged as day workers will not be rostered to work ordinary hours of work outside the span of 6am to 6pm Monday to Friday (inclusive).
5. In addition to clause 27.3(e) of the Agreement, the Employer undertakes and agrees that a casual Aged Care Classification employee who is required to work:
  - (a) in excess of 10 hours per day will be paid at the rate of time and a half for the first 2 hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half; and
  - (b) in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half for the first 2 hours and double time thereafter, except that on Saturdays and Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.

For the purpose of this undertaking, where a casual Aged Care Classification employee is entitled to overtime penalties, the penalty is paid in addition to the casual loading, with the overtime penalty and the casual loading both being calculated based on the employee's base rate of pay.

6. The Employer undertakes and agrees that in addition to clause 27.5(b) of the Agreement, if, on the termination of an employee's employment, time off in lieu of overtime has not been taken, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.

The Employer understands these undertakings will be taken to be a term of the Agreement pursuant to section 191 of the Act.

Signed: 

Name: Alison Bolton

Position: General Manager Employment Relations

Date: 13/12/2019

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



**CHRISTADELPHIAN  
AGED CARE**

**Christadelphian Aged Care (NSW) Agreement 2019**

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## PART 1: OPERATION

### 1. Title

This Agreement is the *Christadelphian Aged Care (NSW) Enterprise Agreement 2019*.

### 2. Commencement and Expiry

This Agreement will commence 7 days after approval by the Fair Work Commission and shall remain in force until 30 June 2022 and thereafter in accordance with the *Fair Work Act 2009*.

### 3. Definitions and Interpretation

Where a term in this Agreement has a corresponding definition in the Act, the Regulations or the NES, the definition more favourable to the employee will apply. Where this Agreement is silent, the NES definition will apply. In this Agreement, unless the contrary intention appears:

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

**Agreement** means this Enterprise Agreement.

**base rate of pay** means the rate of pay for a period worked that does not include incentive based payments and bonuses, loadings, monetary allowances, penalty rates or any other similar separately identifiable entitlements.

**base hourly rate of pay** means the base rate of pay divided by 38.

**day worker** means an employee who works his/her ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00am and before 10:00am, otherwise than as part of the shift system.

**employee** means an employee of the employer and has the meaning in the Act.

**employee representative** means an employee or other person or union nominated by the employee(s) to represent the employee(s) in relation to their employment.

**employer** means Christadelphian Homes Limited and has the meaning in the Act.

**Home/s** means a residential facility listed in Schedule 3 to this Agreement and Homes has the same meaning.

**FWC** means Fair Work Commission.

**Corporate Services Functions** means the employer's human resources, payroll, finance and administration functions but excludes those administrative functions specifically designated by the employer as being attributable to a Home.

**immediate family** has the meaning in the NES and includes the following:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee
- (c) **spouse** includes a former spouse.
- (d) **de facto partner** of an employee:

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

**NES** means National Employment Standards set out under Chapter 2, Part 2-2 of the Act. These are the minimum standards that apply to the employment of employees which cannot be displaced.

**party or parties** means those persons covered in accordance with clause 4 of this Agreement.

**regular casual employee** means a casual employee who has in the preceding period of 6 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this Agreement.

**Regulations** mean the *Fair Work Regulations 2009 (Cth)*.

**shiftworker**, other than as defined in any clause of this Agreement, means an employee who is not a day worker as defined.

**Union** means the New South Wales Nurses' & Midwives Association (**NSWNMA**), the Australian Nursing and Midwifery Federation NSW Branch (**ANMF NSW Branch**) and the Health Services Union NSW Branch (**HSU NSW Branch**).

**week's pay** in clause 14.3 of this Agreement means the base rate of pay for the employee concerned at the date of termination and shall include in addition to the base rate of pay, any shift allowances and/or weekend penalties.

#### **4. Coverage**

4.1 This Agreement shall cover the following:

- (a) Christadelphian Homes Limited ("the employer"); and
- (b) subject to clause 4.2 below, employees employed by the employer:
  - (i) in the classifications in Schedule 2 of this Agreement; and
  - (ii) to perform work in the New South Wales Homes listed in Schedule 3 to this Agreement ("the employees"); and
- (c) any Union or other bargaining representative named as being covered by this Agreement in the FWC decision approving this Agreement.

4.2 This Agreement does not apply to:

- (a) employees in the position of Director of Consumer Care and Services;
- (b) employees in the position of Senior Clinical Manager and/or Clinical Manager;
- (c) staff otherwise classified as a Registered Nurse Level 4 or Registered Nurse Level 5; and/or
- (d) staff employed wholly or principally in a role designated by the employer as being part of the employer's Corporate Services Functions (however titled), even if their work is located wholly or principally at one of the Homes referenced in Schedule 3 to this Agreement.



## **5. Access to the Agreement and the National Employment Standards**

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.

## **6. The National Employment Standards and this Agreement**

- (a) The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement.
- (b) The NES applies to employees covered by this Agreement except where this Agreement provides a greater condition or entitlement whereby this Agreement will prevail to the extent that is it more favourable than the NES.

## **7. Flexibility**

### Agreement Flexibility

7.1 The employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the flexibility arrangement deals with 1 or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

7.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

7.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee, and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

- (d) includes details of:
    - (i) the terms of the Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences; and
  - (f) subject to clause 7.3(c), is not subject to the approval or consent of another person.
- 7.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days' written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing - at any time.

#### Requests for Flexible Working Arrangements

- 7.6 Clauses 7.6 to 7.9 (inclusive) apply where an employee has made a request for flexible working arrangements under section 65 of the Act.
- 7.7 Before responding to a request under section 65 of the Act, the employer will discuss the request with the employee and genuinely try to reach agreement on a change to the employee's working arrangements that will reasonably accommodate the employee's circumstances having regard to:
- (a) the needs of the employee arising from their circumstances;
  - (b) the consequences for the employee if changes in working arrangements are not made; and
  - (c) any reasonable business grounds for refusing the request.
- 7.8 The employer will provide the employee with a written response to their request within 21 days, including the details of any agreed change in working arrangements. In the event the employer declines the request for flexible working arrangements, the written response will detail the reasons for declining the request, including the business ground(s) for declining the request and how those grounds apply. The written response will also detail whether the employer can offer the employee other arrangements so as to better accommodate the employee's circumstances.
- 7.9 Disputes about whether the employer has discussed the request with the employee and responded to the request in accordance with clause 7.8 above may be dealt with in accordance with clause 9 of this Agreement. For the avoidance of any uncertainty, the employer's decision to accept or decline a request for flexible working arrangements is not subject to the dispute resolution procedure in clause 9.

## **PART 2: CONSULTATION AND DISPUTE RESOLUTION PROCEDURE**

### **8. Consultation Regarding Major Workplace Change, Rostering & Ordinary Hours of Work**

- 8.1 The relevant employees may appoint a Union or another employee representative of their choosing for the purpose of the consultation procedures in this clause of the Agreement.

- 8.2 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative, the employer must recognise the representative.

*Major Workplace Change*

8.3 This term applies if:

- (a) 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
- (b) the change is likely to have a significant effect on employees of the employer.

8.4 The employer must notify the relevant employees of the decision to introduce the major change.

8.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) the measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) For the purpose of the discussion - provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.

8.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees

8.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

8.8 If a term 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 subclauses 8.4, 8.5 and 8.7 are taken not to apply.

8.9 In this term, a major change is likely to have significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- (d) the alteration of hours of work; or the need to retrain employees; or the need to relocate employees to another workplace or
- (e) the restructuring of jobs; or
- (f) the commencement of substantial constructions works at a Home. For the purposes of this clause substantial construction works shall be taken to mean works requiring a Development Application (DA) with the relevant Council authority and shall not include general repairs and/or maintenance.

8.10 In this term, "relevant employees", means the employees who may be affected by the major change.

*Rosters and Ordinary Hours of Work*

8.11 Where the employer proposes to introduce a change to the regular roster or ordinary hours of work of employees, before implementing the changes the employer must:

- (a) notify the employees who may be affected by the proposed changes;
- (b) discuss the proposed changes with the affected employees;
- (c) provide relevant information to the affected employees about the change;
- (d) invite affected employees to give their views about the impact of the change (including any impact in relation to their family and caring responsibilities); and
- (e) consider any views raised by affected employees about the impact of the proposed changes.

**9. Dispute Resolution Procedure**

9.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards;

this term sets out procedures to settle the dispute.

9.2 A party to the dispute may appoint another person, Union or other representative to accompany or represent them in relation to a dispute arising under this Agreement.

9.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and the relevant supervisors and/or line manager. These discussions shall take place, where practicable, within 7 days of the dispute arising.

9.4 If the employee(s) is/are not satisfied with the outcome, or their cause of concern is the immediate supervisor/manager they may refer the dispute to the Employment Relations Manager. If the employee is not satisfied with the outcome after raising the matter with the Employment Relations Manager, or their cause of concern is the Employment Relations Manager, they may raise the dispute with the General Manager - Employment Relations.

9.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC for conciliation.

9.6 If the dispute is not resolved at the conciliation stage, provided all the parties to the dispute agree, the FWC may arbitrate the dispute and make a determination that is binding on the

parties. If the parties agree to the FWC arbitrating the dispute, the FWC may use the powers that are available to it under the Fair Work Act 2009 (Cth) in conducting the arbitration.

*Note: A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act 2009 (Cth). Therefore, an appeal may be made against the decision.*

- 9.6 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform work as they would normally unless the employee has a reasonable concern about an imminent risk to their health or safety; and
  - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable work health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the employee to perform; or
    - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

### **PART 3: TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT**

#### **10. Types of Employment**

##### 10.1 Full Time Employment

- (a) A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 19 of this Agreement.

##### 10.2 Part Time Employment

- (a) A part-time employee is an employee who is ready, willing and available to work on a regular basis any number of hours up to but not exceeding an average of 38 hours in any one week.
- (b) Employees engaged under this clause shall be entitled to all other benefits of this Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full time hours.
- (c) Before commencing part time employment, the employer and a part time employee will mutually agree in writing the guaranteed minimum number of contract hours and the rostering arrangements that will apply to those hours.
- (d) Where a part time employee regularly works more than their specified contract hours as agreed in clause 10.2(c), they may request (in writing) that their contracted hours be reviewed by their Director of Consumer Care and Services, provided that the employer shall not be required to consider or respond to more than one request per employee in any 6 month period. The employer will respond to the request in writing advising the outcome of the review. Any decision to increase a part time employee's contracted hours will be at the discretion of the employer with consideration being given to the employer's operational needs and such other matters as the employer considers relevant, provided the employer must not unreasonably reject the request.

### 10.3 Casual Employment

- (a) A casual employee is one engaged on an hourly basis otherwise than as a part time or full time employee.
- (b) A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25 per cent.
- (c) Unless expressly provided in this Agreement, the following clauses of this Agreement do not apply to casual employees:
  - (i) Rosters;
  - (ii) Overtime;
  - (iii) Annual Leave;
  - (iv) Termination of Employment;
  - (v) Redundancy; and
  - (vi) Accrued Days Off.

### 10.4 Casual Conversion

- (a) A person engaged by the employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A regular casual employee who has worked equivalent full-time hours over the preceding period of 6 months' casual employment may request to have their employment converted to full time employment.
- (c) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 6 months' casual employment may request to have their employment converted to part time employment consistent with the pattern of hours previously worked.
- (d) Any request under this clause must be in writing and provided to the employer.
- (e) Where a regular casual employee seeks to convert to full time or part time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (f) Reasonable grounds for refusal include that:
  - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full time or part time employee in accordance with the provisions of this Agreement; that is, the casual employee is not truly a regular casual employee as defined in this Agreement;

- (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (g) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (h) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. 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 9.
- (i) 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 must 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 10.2(c) of this Agreement.
- (j) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (k) Once a casual employee has converted to full time or part time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (l) 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.
- (m) Nothing in this clause obliges a regular casual employee to convert to full time or part time employment, nor permits an employer to require a regular casual employee to so convert.

- (n) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full time or part time employment.

## **11. Recognition of Service and Experience**

- 11.1 Subject to clause 11.4 of this Agreement, from the time of commencement of employment, an employee has 3 months in which to provide documentary evidence to the employer detailing any other relevant service or experience not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration.
- 11.2 Until such time as the employee furnishes any such documentation outlined in clause 11.1, the employer shall pay the employee at the level for which proof of service and/or experience has been provided.
- 11.3 Upon receipt of documentary evidence (within 3 months of commencing employment) of other previous relevant service or/and experience, the employer shall pay the employee at the appropriate rate as from the date of commencement that would have been paid from that date had that documentary evidence been provided at that time.
- 11.4 If the employee provides documentary evidence of other previous relevant service and/or experience after 3 months from commencement the employer shall pay the employee at the appropriate rate from the date the documentary evidence is received. This rate will not be back-dated to the time of commencement.
- 11.5 For the purpose of yearly progression based on service and experience, a full time employee must complete 1976 hours of work in the relevant classification. Part time and casual employees must complete 1786 hours of work in the relevant classification to progress to the next classification level.
- 11.6 If an employee wishes their work with another organisation to be considered by the employer for the purpose of progression based on service and experience, the employee must notify the employer of their hours worked with such other organisation within one month of the end of each quarter (for example, hours worked in the January to March quarter must be notified to the employer no later than 30 April of the same year). The decision to recognise an employee's service and experience with another employer not disclosed at the time of commencement of employment shall be at the employer's discretion but shall not be unreasonably withheld.

## **12. Transfer Between Locations at the Employee's Initiative**

- 12.1 An Employee may apply to transfer their place of employment between one employer Home (the old location) and another Home operated by the employer (the new location).
- 12.2 Approval of the transfer is at the discretion of the Director of Consumer Care and Services at the new location and is dependent upon there being a position available. There is no guarantee that an equivalent position will be available.

## **13. Termination of Employment**

- 13.1 Notice of Termination.

- (a) Notice of termination is provided for in the NES and does not apply:
  - (i) in the case of dismissal for serious misconduct;
  - (ii) to employees engaged for a specific period of time or for a specific task or tasks;
  - (iii) to casual employees.



(b) Notice of termination by either the employer or employee is as provided below:

<b>Employees Period of Continuous Service</b>	<b>Notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (c) Where the termination of employment is at the initiative of the employer and the employee is over 45 years of age and has completed at least 2 continuous years of service with the employer at the time the employment ends, the employee is entitled to an additional week's notice.
- (d) The employer may summarily dismiss an employee for gross and willful misconduct. An employee who is summarily dismissed does not receive notice, or payment in lieu of notice.
- (e) Where the employer terminates the employment of the employee and does not require the serving of notice, the employer will pay the employee the amount in lieu of working out the notice period.
- (f) The required amount of payment in lieu of notice must equal the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- (i) the employee's actual ordinary hours of work during the notice period; and
  - (ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - (iii) any other amounts payable under the employee's contract of employment.
- (g) In respect of the requirement for an employer to provide notice or pay in lieu of notice under this clause, nothing in this clause shall exclude the application of Subdivision C Division 11 of Part 2-2 of the Act.

### 13.2 Notice of Termination by the Employee

- (a) The notice of termination required to be given by an employee shall be the same as that required of the employer, save and except that there shall be no additional notice based on the age of the employee concerned.
- (b) If an employee fails to give notice to the employer, the employee shall not be entitled to receive any payment for the period of notice not given by the employee.

### 13.3 Time Off Work During Notice Period

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

## 14. Redundancy

14.1 The parties acknowledge and agree that clause 8, Consultation Regarding Major Workplace Change, shall apply to this clause.

14.2 An employee, other than a casual, is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:

- (a) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (b) because of the insolvency or bankruptcy of the employer.

14.3 Severance Pay

Subject to clause 14.8 of this Agreement, in addition to the period of notice prescribed for termination at clause 13 of this Agreement, an employee who is made redundant shall be paid severance pay in accordance with the following table:

<b>Employee's period of continuous service with the employer on termination</b>	<b>Redundancy pay period</b>
At least 1 year but less than 2 years	4 weeks
At least 2 year but less than 3 years	6 weeks
At least 3 year but less than 4 years	7 weeks
At least 4 year but less than 5 years	8 weeks
At least 5 year but less than 6 years	10 weeks
At least 6 year but less than 7 years	11 weeks
At least 7 year but less than 8 years	13 weeks
At least 8 year but less than 9 years	14 weeks
At least 9 year but less than 10 years	16 weeks
At least 10 years	12 weeks

14.4 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties, the employee shall be entitled to the same period of notice of transfer as the employee would be entitled to if the employee's employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

14.5 Transfer of Business

Severance pay shall not be payable in circumstances where the Home, or part of the Home or section of the employer's business in which the employee normally performs work is transferred to another employer (in this subclause called the "transferee"), and the employee is offered alternative employment with the transferee:

- (a) on terms and conditions which are substantially similar to, and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the employer; and
- (b) which recognises the employee's period of prior continuous service with the employer to be continuous service with the transferee,

regardless of whether the employee accepts the offer of employment from the transferee. If an employee is not made an offer of alternative employment by the transferee and the employee's employment with the employer is terminated in accordance with clause 14.2 of this Agreement, then subject to clause 14.8 of this Agreement, the employee may be entitled to redundancy pay in accordance with clause 14.3.

#### 14.6 Employee Leaving During Notice Period

An employee whose employment is terminated for reason of redundancy may terminate the employee's employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided in such circumstances the employee shall not be entitled to payment in lieu of notice for the period of notice not worked.

#### 14.7 Time off During Period of Notice

- (a) During the period of notice of termination due to redundancy, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, produce proof of attendance at, or participation in, job seeking activities or the employee shall not receive payment for the time absent.
- (c) For this purpose a statutory declaration will be sufficient.

#### 14.8 Employees Exempted

Clause 14.3 shall not apply:

- (a) to an employee with less than one (1) year's continuous service with the employer;
- (b) where an employee's employment has been terminated because the conduct of an employee justifies instant dismissal;
- (c) in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks; and/or
- (d) in situations where severance pay would not be payable under the NES, including but not limited to, where the FWC makes an order that it is not payable, or not payable in full.

### **PART 4: MINIMUM WAGES AND RELATED MATTERS**

#### **15. Wages**

##### 15.1 Pay Rates

- (a) Employees covered by this Agreement shall be paid the wages set out in Schedule 1 for their relevant classification. For the avoidance of uncertainty, wage increases in Schedule 1 will take effect from the beginning of the first full pay period commencing on or after the date in Schedule 1.
- (b) The wage increases referred to in clause 15.1(a) of this Agreement shall be absorbed into any payment made to the employee beyond the minimum rates contained within this Agreement.
- (c) Any further wage increase shall be at the discretion of the employer, unless the rate of pay under this Agreement falls below the applicable modern award rate, in which case the rate of pay shall be increased to satisfy the modern award rate.

##### 15.2 Payment of Wages

- (a) Payment of wages will be made fortnightly in arrears, by electronic funds transfer, not more than 5 working days after the end of each pay period.

- (b) Payment of allowances for each pay period will be made with the pay run for the pay period to which they relate.

### 15.3 Underpayment of Wages

- (a) Where an employee is underpaid all or part of their pay on any occasion they should raise the error immediately with the employer.
- (b) The employer, upon agreement with the identified error, will rectify the error as soon as practicable.

### 15.4 Overpayment of Wages

- (a) Where the employee has been overpaid all or part of their pay on any occasion they, or the employer, should raise the error immediately.
- (b) The employer may require the employee to repay the overpayment in accordance with a written repayment plan agreed in writing between the employer and the employee as soon as reasonably practicable and within less than 12 months of the date of the error being identified. The employer agrees that any repayment plan formulated under this clause shall not cause undue financial hardship for the employee concerned.
- (c) Any overpayment or other payment paid in advance may be deducted from future payments owed to the employee, provided:
  - (i) the employee is notified of the deduction at least 5 working days prior to the pay run from which the amount will be deducted; or
  - (ii) if the amount is being deducted from a termination payment, the employee is notified of the deduction prior to the payment being processed; and
  - (ii) the employee authorises the deduction and the amount of the deduction in writing.

### 15.5 Salary Packaging Procedure

- (a) Permanent employees may be able to make voluntary pre-tax contributions or payments (which results in a reduction in ordinary time earnings) through a written salary packaging agreement between the employer and the employee. The employer will pay the salary packaging amount in accordance with the salary packaging agreement.
- (b) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary packaging arrangement was not in place.
- (c) The employer recognises the need for employees to consider independent financial and taxation advice and recommends that employees consider such advice prior to entering into salary packaging arrangements.
- (d) In the event that the law governing superannuation and/or taxation make the salary packaging arrangements unlawful, the employer will advise the employee concerned. The salary packaging contribution arrangement will be terminated or amended to comply with such laws.
- (e) Unless otherwise agreed by the employer, an employee may revoke or vary their salary packaging arrangements by giving not less than one month's written notice.

## 16. Superannuation

- 16.1 The employer will pay compulsory superannuation contributions for each employee in accordance with the applicable legislation (subject to the statutory minimum and maximum

contribution base).

- 16.2 Employees may nominate a complying superannuation fund of their choice for the purposes of superannuation payments. In the absence of such a nomination from an employee within 28 days of the commencement of employment, the employer will direct superannuation payments to the employer's default fund, the default fund nominated by the employer will be one that offers a MySuper product, currently HESTA.
- 16.3 In addition to the employer's statutory contributions to the fund an employee may make additional contributions from their wages and on receiving written authorisation from the employee the employer must commence making contributions to the fund in accordance with the relevant legislation.

## **17. Higher Grade Duties**

### **17.1 Employees in Nursing Classifications and Health Professional Classifications**

- (a) Subject to clause 17.1(b) of this Agreement, an employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification, shall be entitled to receive for the period of relief or the period during which the employee so acts the minimum payment for such higher classification.
- (b) The provisions of clause 17.1(a) of this Agreement shall not apply where an employee is being relieved and is absent from duty for a period of 3 consecutive working days or less.

### **17.2 Employees in Aged Care Classifications**

- (a) An employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:
- (i) the time so worked for 2 hours or less; or
- (ii) a full day or shift where the time so worked exceeds 2 hours.

## **18. Allowances**

### **18.1 Uniform and Laundry Allowance**

- (a) Employees required by the employer to wear a uniform will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to the employee. An employee to whom a new uniform or part of a uniform has been issued, who without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment at a reasonable price. Such items are to remain the property of the employer and be laundered and maintained by the employer free of cost to the employee.
- (b) If, in any Home, the uniforms of an employee are not laundered at the expense of the Home, the sum set out in Schedule 1 to this Agreement shall be paid to the said employee per hour worked.
- (c) An employee, on leaving the service of the employer, shall return any uniform or part thereof supplied by the employer which is still in use immediately prior to leaving.
- (d) Where the employer requires any employee to wear headwear, the Home shall provide headwear free of charge to the employee.
- (e) The laundry allowance will not be paid during absences on paid or unpaid leave, such as annual leave, parental leave, long service leave and absence on personal/carer's leave beyond 10 consecutive days.

## 18.2 Fares and Expenses

- (a) An employee required to travel in the performance of duty shall be reimbursed for fares (including public transport fares) and all reasonable out of pocket expenses.
- (b) Where an employee is called upon to use, and agrees to use, their private vehicle for work related purposes, the employee shall be paid the allowance per kilometer in Schedule 1 to this Agreement.
- (c) On-call employees recalled to duty after leaving a Home (pursuant to clause 18.5 of this Agreement) who are required to use public transport to return to the Home shall be reimbursed for fares (including public transport fares) and all reasonable out of pocket expenses for such travel.
- (d) On-call employees recalled to duty after leaving a Home (pursuant to clause 18.5 of this Agreement) who use their private motor vehicle to return to the Home shall be entitled to the allowance in clause 18.2(b) of this Agreement for such travel.
- (e) Other than as described in clauses 18.2(c) and (d) of this Agreement, no payment shall be payable to an employee in respect of travel from the employee's home to the first place of work and return to home at the end of their duties.

## 18.3 Meal Allowance

- (a) Where the employer has adequate cooking and dining facilities, an employee will be supplied with an adequate meal, or will alternatively be paid a meal allowance as provided in Schedule 1 to this Agreement in addition to any overtime payment as follows:
  - (i) when required to work after the usual finishing hour of work beyond two hours or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.
  - (ii) provided that where such overtime work exceeds 4 hours a further meal allowance as provided in Schedule 1 to this Agreement will be paid.
- (b) On request, the meal allowance will be paid on the same day as overtime is worked.

## 18.4 In-Charge Allowance

- (a) A registered nurse in charge during the day, evening or night of a Home shall be paid, in addition to the appropriate wage, whilst so in charge, the relevant sum set out in Schedule 1 to this Agreement, as applicable per shift.
- (b) A registered nurse who is designated to be in charge of a shift in a ward shall be paid, in addition to their appropriate wage, the sum set out in Schedule 1 to this Agreement per shift.
- (c) This sub clause shall not apply to registered nurses holding classified positions of a higher grade than a registered nurse.
- (d) An enrolled nurse shall not be required to be in charge of a Home, shift, ward or unit.

## 18.5 On Call Allowance - Nursing Classifications

- (a) Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except insofar as an employee may take up actual duty in response to a call), but shall be paid in accordance with clause 18.5(b).
- (b) An employee required to be on call otherwise than as provided for in clause 18.5(c) shall be paid the sum set out in Schedule 1 to this Agreement for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.

- (c) An employee who is directed to remain on call during a meal break shall be paid the sum set out in Schedule 1 to this Agreement provided that no allowance shall be paid if, during a period of 24 hours, including such a period of on call, the employee is entitled to receive the allowance prescribed in 18.5(b) of this clause.
- (d) No employee shall be required to remain on call while:
  - (i) on a rostered day or days off;
  - (ii) on completion of the shift on the day proceeding a rostered day off;
  - (iii) on paid or unpaid leave; or
  - (iv) on completion of the shift on the day before entering upon leave.

This provision shall not apply where in special circumstances it is necessary for the employer to place staff on call on rostered days off or on completion of the shift on the day proceeding a rostered day off in order to ensure the provision of services in a Home.

#### 18.6 On Call Allowance - Non-Nursing Classifications

- (a) An employee who agrees to be on call and to make themselves ready and available to return to work whilst off duty, shall be paid the sum set out in Schedule 1 to this Agreement for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (b) Other than in cases of an emergency, employees will not be required to be on call in excess of 10 days in any 28 day period.
- (c) An employee will not unreasonably refuse to agree to be on call, including but not limited to, in circumstances where the requirement to be on call is necessary for the continuation of the services of the employer.

### **PART 5: HOURS OF WORK AND RELATED MATTERS**

#### **19. Ordinary Hours of Work**

- 19.1 The ordinary hours of work for full time employees will be 38 hours per week, exclusive of meal times, or an average of 38 hours per week worked over 76 hours per fortnight or 114 hours per 21 days or 152 hours per 4 week period and will be worked either:
  - (a) in a period of 28 calendar days on not more than 20 days in a roster cycle;
  - (b) 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than 10 days in a fortnight; or
  - (c) in a period of 28 calendar days on not more than 19 work days in a roster cycle with the twentieth day taken as a paid accrued day off (**ADO**).
- 19.2 The ordinary hours of work for part time and casual employees will be less than 38 hours per week (exclusive of meal times) or less than an average of 38 hours per week or 152 hours per 4 week period. Unless the employer and an employee agree, casual Health Professional Classification employees other than Diversional Therapists, and Clinical Nurses, will not be required to perform ordinary hours of work on a Saturday or a Sunday.
- 19.3 The ordinary span of hours of work for a day worker shall be Monday to Friday, inclusive, and to commence on such days at or after 6.00am and before 10.00am.

- 19.4 The ordinary hours of shift workers, exclusive of meal breaks, shall not exceed an average of 38 hours per week in each roster cycle.
- 19.5 With the exception of mandatory training facilitated by the employer outside an employee's ordinary hours of work, a full time employee will be engaged for (and paid) a minimum of 4 hours for each start. Part time and casual employees will be engaged for (and paid) a minimum of 4 hours for each start.
- 19.6 Attendance at mandatory training facilitated at a Home or other premises as directed by the employer outside an employee's ordinary hours of work will be paid at the applicable overtime rate of pay in accordance with clause 27 of this Agreement with a minimum payment of 1 hour.
- 19.7 Arrangement of ordinary hours
- (a) Each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift.
  - (b) An employee shall not work more than 7 consecutive shifts unless the employee so requests and the employer agrees.
  - (c) Unless the employer and an employee have mutually agreed otherwise, ordinary hours will be arranged so that there is a break of not less than 10 hours between ordinary shifts. Where the employer and an employee have agreed, the break between ordinary shifts shall be not less than 8 hours.
  - (d) An employee shall not work more than two quick shifts in any period of 7 days, i.e., an evening shift followed by a morning shift, where the break between ordinary shifts is less than 10 hours.
- 19.8 Except for:
- (a) breaks for meals; and/or
  - (b) time worked on a broken shift,
- the hours of duty shall be continuous.
- 19.9 Unless the employee so requests and the employer agrees, an employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.
- 19.10 The provisions of clause 19.9 and clause 20 of this Agreement shall not apply if the employee is required to perform duty to enable the services of the employer to be carried on or where another employee is absent from duty on account of illness or in an emergency.

## **20. Rostered Days Off**

- 20.1 Employees other than a casual employee shall be free from duty for 2 days a week, however, by mutual agreement, this could be not less than 4 full days in each fortnight or 8 full days in each 28 day cycle and no duties shall be performed by the employee on any of such free days except for overtime.
- 20.2 Where practicable, rostered days off shall be consecutive.
- 20.3 For the purpose of this subclause, "full day" means from midnight to midnight or midday to midday.

## **21. Accrued Day Off (ADO)**

- 21.1 This clause only applies to full time employees who have roster arrangements as prescribed, and authorised by the employer, as detailed in Clause 19.1(c).



- 21.2 The parties acknowledge and agree that clause 8, Consultation Regarding Rosters and Ordinary Hours of Work, shall apply to this clause.
- 21.3 The employer is to decide when an employee is to take their ADOs as prescribed in clause 19.1(c).
- 21.4 Where practicable, ADOs shall be consecutive with the rostered days off duty prescribed in clause 20.1, provided that ADOs shall not be rostered on public holidays.
- 21.5 Once set, ADOs may not be changed, except in accordance with the provisions of Clause 22 of this Agreement.
- 21.6 Where the employer's decision is that an employee's ADOs be accumulated, no more than 6 days may be accumulated in any one year of employment.
- 21.7 Upon receipt of a written request by an employee, the employer may authorise the employee to receive payment at their ordinary base rate for hours accrued in lieu of taking an ADO.
- 21.8 No time towards an ADO shall accumulate during periods of workers' compensation, parental leave, long service leave, any period of unpaid leave or the statutory 4 weeks annual leave. Credit towards an ADO shall continue to accumulate whilst an employee is on paid personal/carer's leave.

## **22. Rosters**

- 22.1 This clause does not apply to casual employees.
- 22.2 The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees.
- 22.3 The roster shall be displayed at least 2 weeks prior to the commencing date of the first working period in the roster.
- 22.4 Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the service of the Home to be carried on where another employee is absent from duty on account of illness or in an emergency
- 22.5 Where the alteration of an employee's roster pursuant to clause 22.4 of this Agreement results in an employee working on a day which would otherwise have been such employee's day off, the employee may elect to be paid at the applicable overtime rates or to receive a day off in lieu thereof, the timing of which shall be as mutually arranged. The employer and the employees agree that this clause shall not apply where the only alteration is to a part time employee's roster due to the mutually agreed addition of extra hours to be worked such that the part time employee still has 2 rostered days off in that week or 4 rostered days off in that fortnight as the case may be.
- 22.6 Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- 22.7 The roster may also be varied in the circumstances of an employee request for a variation to an employee's rostered shift(s) that is approved by the employer.
- 22.8 Where an employee is entitled to an additional day off duty in accordance with clause 21 of this Agreement, such day is to be shown on the roster of hours for that employee.

## **23. Broken Shifts**

- 23.1 A "broken shift" for the purposes of this subclause means a single shift worked by an employee that includes one or more breaks (other than a meal break), where the time between the commencement and termination of the broken shift shall not exceed 12 hours. Each portion of a broken shift must be at least 2 hours' duration.

- 23.2 A broken shift may be worked where there is mutual agreement between the employer and employee to work the broken shift.
- 23.3 In addition to clause 23.2, in the case of employees employed in Nursing Classifications in Schedule 2 of this Agreement, broken shifts may only be worked under the following circumstances:
- (a) rostered broken shifts are for a period of one month or less; and
  - (b) the need to work broken shifts is due to an emergency in the roster, eg absence of another employee due to leave, on short notice or resignation.
- 23.4 An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.
- 23.4 Payment for a broken shift will be at the employee's base rate of pay for hours actually worked, with the penalty rates and shift allowances in accordance with clauses 25 and 26 of this Agreement with shift allowances being determined by the commencing time of the broken shift.
- 23.5 All time worked beyond the maximum span of 12 hours for a broken shift shall be paid at double the base rate of pay.

## **24. Breaks**

### 24.1 Meal Breaks

- (a) An employee who works in excess of 5 hours will be entitled to an unpaid meal break of 30 minutes. An employee who works in excess of 10 hours will be entitled to an unpaid meal break of 60 minutes, which may be taken as a single break or as two 30 minute breaks subject to the agreement of the employer and the employee.
- (b) Where practicable, employees shall not be required to work more than 5 hours without a meal break

### 24.2 Tea Breaks

- (a) Two separate 10 minute intervals (in addition to meal breaks) shall be allowed to each employee on duty during each ordinary shift of 7.6 hours or more. Where less than 7.6 ordinary hours are worked, employees shall be allowed one 10 minute paid tea break in each 4 hour period worked.
- (b) Subject to agreement between the employer and the employee, such breaks may alternatively be taken as one 20 minute break, or as one 10 minute break with the employee allowed to proceed off duty 10 minutes before the completion of the normal shift finishing time.
- (c) Such tea break(s) shall count as working time.

## **25. Shiftwork**

- 25.1 Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift. Provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00am or finish subsequent to 6.00pm.

Afternoon shift commencing at or after 10.00am and before 4:00pm	12.5%
Night shift commencing at or after 4.00pm and before 6.00 am	15%

For the purposes of this clause, day, afternoon and night shifts shall be defined as follows:

"Day shift" means - a shift which commences at or after 6.00am and before 10.00am.

"Afternoon shift" - means a shift which commences at or after 10.00am and before 4.00pm.

"Night shift" - means a shift which commences at or after 4.00pm and before 6.00am on the day following.

25.2 The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this Agreement except as provided in clause 29 of this Agreement.

25.3 Where a casual employee is entitled to loadings in accordance with this clause, the loading is paid in addition to the casual loading, with the shift loading and the casual loading both being calculated based on the employee's base rate of pay.

## **26. Saturday and Sunday Work**

### 26.1 Permanent Employees

(a) Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50 percent of their ordinary rate of pay for the hours worked during this period.

(b) Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, all employees will be paid a loading of 75 percent of their ordinary rate of pay for the hours worked during this period.

### 26.2 Casual Employees

#### (a) Assistants in Nursing and Enrolled Nurses

Where a casual Assistant in Nursing or a casual Enrolled Nurse is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 85% of their ordinary rate of pay for the hours worked during this period.

Where a casual Assistant in Nursing or a casual Enrolled Nurse is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid a loading of 115% of their ordinary rate of pay for the hours worked during this period.

#### (b) Other Nursing Employees

A casual Nursing Classification employee to whom clause 26.2(a) of this Agreement does not apply who is required to and does work between midnight on Friday and midnight on Sunday shall be paid in accordance with Clause 26.1.

#### (c) Health Professional Classification Employees

Where a casual employee in a position covered by the Health Professionals Classifications in Schedule 2 to this Agreement is rostered to work ordinary hours between midnight Friday and midnight Sunday, the employee will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.

#### (d) Aged Care Classification Employees

A casual Aged Care Classification employee who is required to and does work between midnight on Friday and midnight on Sunday shall be paid a loading on their ordinary rate of pay for the hours worked during this period in accordance with the amounts set out in the table below:

<b>Time Period</b>	<b>Saturday</b>	<b>Sunday</b>
From commencement of Agreement to 31 November 2019	50%	75%
1 December 2019 - 30 June 2020	60%	85%
1 July 2020 onwards	75%	100%

26.3 Loadings provided under this clause are in substitution for and not cumulative upon the shift penalties prescribed at clause 25 and the casual loading prescribed at clause 10.3(b) of this Agreement.

26.4 The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this Agreement, except as provided in Clause 29 (Annual Leave) of this Agreement.

## **27. Overtime**

27.1 Except as noted in clauses 27.3(c), 27.3(d) and 27.3(e) below, this clause does not apply to casual employees.

### **27.2 Reasonable Request to Work Overtime**

- (a) Employees shall work reasonable overtime when required by the employer.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of sub clause (b) what is unreasonable or otherwise will be determined having regard to:
  - (i) any risk to employee health and safety;
  - (ii) the employee's personal circumstances including any family and care responsibilities;
  - (iii) the needs of the Home;
  - (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
  - (v) any other relevant matter.

### **27.3 Overtime Payments**

- (a) Full time employees
  - (i) All time worked by employees in excess of the ordinary hours of work set out in clauses 19.1 and 19.7 of this Agreement shall be overtime and shall be paid for at the rate of time and one half for the first 2 hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift.
  - (ii) Provided that:
    - (A) in the case of employees employed in Nursing Classifications and/or Health Professional classifications, overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and

one-half; and

- (B) in the case of employees employed in Aged Care classifications, overtime worked on a Saturday or a Sunday shall be paid for at the rate of double time and on public holidays at the rate of double time and a half.

(b) Part time employees

- (i) Without limiting clause 27.3(b)(iii) of this Agreement, the employer may request, but not require, a part time employee to work reasonable additional hours beyond their contracted hours of work up to 76 hours per fortnight. If a part time employee agrees to the request to work the additional hours (with such agreement to be recorded in writing), those hours will be treated as ordinary hours of work and paid accordingly.
- (ii) All time worked by part-time employees in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half for the first 2 hours and double time thereafter, except that:
  - (A) for Nursing Classifications and Health Professional Classification on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half;
  - (B) for Aged Care classifications on Saturdays and Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
- (iii) All time worked by part-time employees which exceeds 10 hours per day or shift or 11 hours per night shift, will be paid at the rate of time and a half for the first 2 hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.

(c) Casual Nursing Assistants

- (i) All time worked by casual Nursing Assistants in excess of 38 hours per week or 76 hours per fortnight will be paid at time and a half for the first 2 hours and double time thereafter, except that on Sundays and public holidays all overtime will be paid at double time and a half.
- (ii) All time worked by casual Nursing Assistants which exceeds 10 hours per day or 11 hours per night shift, will be paid at time and a half for the first 2 hours and double time thereafter, except that on Sundays and public holidays such overtime will be paid at double time and a half.
- (iii) The rates prescribed in this clause will be cumulative upon the casual loading prescribed in clause 10.3(b).

(d) Casual Enrolled Nurses and Casual Registered Nurses

- (i) All time worked by casual Enrolled Nurses and casual Registered Nurses in excess of 38 hours per week or 76 hours per fortnight will be paid at time and a half for the first 2 hours and double time thereafter, except that on Sundays all overtime will be paid at double time and on public holidays all overtime will be paid at double time and a half.
- (ii) All time worked by casual Enrolled Nurses and casual Registered Nurses which exceeds 10 hours per day or 11 hours per night shift, will be paid at time and a half for the first 2 hours and double time thereafter, except that on Sundays all overtime will

be paid at double time and on public holidays all overtime will be paid at double time and a half.

- (iii) The rates prescribed in this clause will be in substitution for and not cumulative upon the casual loading prescribed in clause 10.3(b).

(e) Casual Aged Care Classification Employees

Casual employees covered by the Aged Care Classifications in Schedule 2 to the Agreement will not be required to work more than 10 hours' overtime per 4 week period, unless by mutual agreement.

(f) Overtime Meal Breaks

- (i) An employee required to work overtime following on the completion of their normal shift for more than 2 hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent 4 hours overtime; all such time shall be counted as time worked, provided that the benefits of this sub clause shall not apply to an employee employed pursuant to clause 10.2 of this Agreement, until the expiration of the normal shift for a majority of the full time employees employed on that shift in the ward or section concerned.
  - (ii) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than 4 hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent 4 hours' overtime; all such time shall be counted as time worked.
  - (iii) The meals referred to in sub clauses (f)(i) and (f)(ii) of this clause shall be allowed to the employee free of charge. Where the employer is unable to provide such meals, the sum per meal set out in Schedule 1 to this Agreement shall be paid to the employee concerned.
  - (iv) Where an employee is required to work an overtime shift on their rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 24 of this Agreement, shall apply.
- (g) For the purpose of assessing overtime, each day shall stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- (h) Overtime rates under this clause will be in substitution for and not cumulative upon the rates prescribed in clauses 25 and 26 of this Agreement.

27.4 Rest Period after Overtime

- (a) Where an employee who works so much overtime:
  - (i) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had a least 10 consecutive hours off duty between these times; or
  - (ii) on a Saturday, a Sunday or a public holiday, not being ordinary working days, or on a rostered day off without having had 10 consecutive hours off duty in the 24 hours preceding the ordinary commencing time on the next ordinary day or shift,

they shall, subject to this sub clause, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (b) If on the instruction of the employer such an employee resumes or continues to work without having such 10 consecutive hours off duty, they shall be paid at double time until they are released from duty for such period and they then shall be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

#### 27.5 Time Off Instead of Payment of Overtime

By agreement between the employee and employer, an employee may be compensated by way of time off in lieu of payment of overtime on the following basis:

- (a) Time off in lieu of overtime must be taken at ordinary rates within 3 months of it being accrued.
- (b) Where it is not possible for an employee to take the time off in lieu of overtime within the three 3 month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- (c) Employees cannot be compelled to take time off in lieu of overtime.
- (d) Records of all time off in lieu of overtime owing to employees and taken by employees must be maintained by the employer.

#### 28. Recalled to Duty

- 28.1 An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of 4 hours work at the appropriate overtime rate for each time so recalled. If the work required is completed in less than 4 hours, the employee shall be released from duty and not required to work the full 4 hours.

### PART 6: LEAVE AND PUBLIC HOLIDAYS

#### 29. Annual leave

- 29.1 Clause 29 does not apply to casual employees.

- 29.2 Annual leave is provided for in the NES.

- 29.3 Permanent non-Nursing Classification employees covered by this Agreement will be entitled to:

- (a) 4 weeks of annual leave per year of service; or
- (b) 5 weeks of annual leave per year of service if the employee is a "shiftworker".

In this clause, and for the purposes of the additional week's leave provided by the NES, a "shiftworker":

- (a) is regularly (ie more often than not) rostered to work their ordinary hours of work outside the ordinary hours of a day worker as set out in clause 19.3 of this Agreement; and/or
- (b) works for more than 4 ordinary hours on 10 or more weekends (to be calculated on each anniversary of the commencement of the employee's employment).

- 29.4 Permanent Nursing Classification employees covered by this Agreement will be entitled to:

- (a) 5 weeks of annual leave per year of service; or
- (b) 6 weeks of annual leave per year of service if the employee is a "shiftworker".

In this clause, and for the purposes of the additional week's leave provided by the NES, a "shiftworker":

- (a) is regularly (ie more often than not) rostered to perform ordinary hours of work over the 7 days of the week; and
- (b) regularly (ie more often than not) works on weekends

To avoid any doubt, this means that an employee who is not a shiftworker for the purposes of this clause is entitled to 5 weeks of paid annual leave for each year of service with the employer, and an employee who is a shiftworker for the purposes of this clause is entitled to 6 weeks of paid annual leave for each year of service with the employer.

29.5 In clause 29.3 and clause 29.4 of this Agreement, a reference to work on a weekend includes work on a Saturday or on a Sunday, or both.

29.6 Requirement to take Annual Leave

- (a) In the event an employee has accrued excessive annual leave, the employer may require the employee to take annual leave at a particular time in periods not less than 1 week, provided the employee would have at least 6 weeks of leave remaining after the period of leave is taken and that the employee is given at least 8 weeks' notice of the requirement to take leave. For the purposes of this clause of the Agreement, an employee will be considered to have accrued excessive annual leave if their accrued but untaken leave balance is 10 or more weeks, or 12 weeks for shift workers (pro rata for part time employees).

29.7 Payment for annual leave

If, in accordance with this clause, an employee takes a period of paid annual leave, the employee will be paid their base rate of pay for ordinary time worked had they not been on leave during that period.

29.8 Annual leave loading

- (a) In addition to their base rate of pay, an employee, other than a shiftworker will be paid an annual leave loading of 17.5 per cent of their base rate of pay.
- (b) Shiftworkers, in addition to their base rate of pay, will be paid the higher of:
  - (i) an annual leave loading of 17.5 percent of base rate of pay; or
  - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

29.9 Payment of annual leave on termination

On the termination of employment, an employee will be paid their untaken annual leave and pro rata leave, payable at the rate the employee would have received had the employee taken leave during the course of their employment.

29.10 Cashing Out of Annual Leave

Upon receipt of a written request by an employee on each occasion, the employer may authorise the employee to receive pay in lieu of an amount of annual leave as provided below:

- (a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- (b) where an employee forgoes an entitlement to take an amount of annual leave, the employee



must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

(c) The leave loading prescribed in clause 29.8 shall be paid on annual leave paid in lieu.

### 30. Public Holidays

30.1 Public holidays are as provided for in the NES.

30.2 For the purposes of this Agreement, the parties acknowledge that the following days are currently deemed to be public holidays but may be subject to change during the term of this Agreement:

New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day.

30.3 If another or an additional public holiday is declared or prescribed in the location in which an employee performs work, those days shall constitute additional public holidays for the purpose of this Agreement.

30.4 The employer and employees may, by agreement, substitute another day for a public holiday.

30.5 Where a public holiday (or a day declared or prescribed in substitution for one of those days, as the case may be) falls on a day that an employee would otherwise work, the employer may allow the employee to be free from duty on that day and the employer will pay the employee for the hours they would otherwise have worked on that day and treat them as ordinary hours worked. For the purposes of this clause:

(a) if an employee is employed on a variable roster, they "would otherwise work" a particular day if, over the preceding 6 months, they have worked that day at least 50% of the time; and

(b) "allow the employee to be free from duty" means expressly allowing an employee to work reduced ordinary hours for the fortnight because of the public holiday.

30.6 Despite clause 30.5 of this Agreement, an employee may be required to work on public holidays (or days declared or prescribed in substitution for one of those days, as the case may be) in accordance with the roster. If an employee other than a casual Aged Care Classification employee works approved ordinary hours on a public holiday (or a day declared or prescribed in substitution for one of those days, but not both), the employee will be paid for the time actually worked at the rate of time and one half in addition to the employee's base rate of pay.

30.7 The loadings in clause 30.6 above are paid in substitution for, not in addition to, shift or weekend penalties and the casual loading specified in clause 10.3(b) of this Agreement and do not apply to overtime hours. If an employee is required to work overtime on a public holiday, clause 27 of this Agreement shall apply.

30.8 A casual Aged Care Classification employee who is required to and does work approved ordinary hours on a public holiday (or a day declared or prescribed in substitution for one of those days, but not both), shall be paid a loading in addition to their ordinary rate of pay for the hours worked during this period in accordance with the amounts set out in the table below:

Time Period	Public Holiday
From commencement of Agreement to 31 November 2019	150%
1 December 2019 - 30 June 2020	160%
1 July 2020 onwards	175%

The loadings in the above table are paid in substitution for, not in addition to, shift or weekend penalties and the casual loading specified in clause 10.3(b) of this Agreement and do not apply to overtime hours. If an employee is required to work overtime on a public holiday, clause 27 of this Agreement shall apply.

### **31. Personal/Carer's Leave and Compassionate Leave**

31.1 Employees, including casual employees, are entitled to personal/carers leave and compassionate leave in accordance with the provisions of the NES.

#### **31.2 Entitlement to Paid Personal/Carer's Leave**

For each year of service with the employer, employees will be entitled to accrue paid personal/carers leave in accordance with the NES.

#### **31.3 Carer's Leave**

(a) An employee, other than a casual, with responsibilities in relation to a member of their immediate family or household who requires care and support because of a personal illness or injury affecting the member or there is an unexpected emergency affecting the member, shall be entitled to use any current or accrued personal leave entitlement. Such absences may be taken for part of a single day.

(b) An employee must not take carer's leave under this sub clause where another person has taken leave to care for the same person.

#### **31.4 Unpaid Leave for Family Purpose**

(a) Where an employee has exhausted all paid personal leave entitlements, the employee is entitled to take unpaid personal leave to care for members of their immediate family or household who are ill and require care or support or who require care due to an unexpected emergency

(b) The employer and the employee shall agree on the period of unpaid leave. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion, provided the requirements of clause 31.6 are met.

#### **31.5 Compassionate Leave**

##### **(a) Full time and Part time employees**

Full time and part time employees are entitled to 2 days' paid compassionate leave per occasion on the death or serious illness or injury of a member of their immediate family or household. Provided that, where the employee is involved in funeral arrangements, travelling, etc, the employee may be allowed up to 3 days compassionate leave at the employer's discretion.

##### **(b) Casual employees**

Casual employees are entitled to compassionate leave as provided in the NES.

#### **31.6 Notice and Evidence Requirements**

(a) An employee is required to give the employer notice of the need to take personal/carers leave as soon as reasonably practicable (which may be at a time before or after the leave has started) and shall, as far as possible, inform the employer of the estimated duration of the absence. In addition, the employee must provide the employer with evidence of the need to take leave in the form of a medical certificate from a medical practitioner stating that in their opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury. The employer may dispense with the requirements of a

certificate from a registered health practitioner where, in the employer's opinion, the circumstances are such as not to warrant such requirement, in which case the employee shall provide evidence in one of the following forms:

- (i) a statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
  - (ii) in the case of carer's leave, evidence that the illness/injury is such as to require care by another person, the name of the person requiring care, the employee's relationship to the person requiring care and the reasons for taking such leave; or
  - (iii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (b) Notwithstanding, clause 31.6(a) of this Agreement, an employee may take 4 single days' uncertificated absences per calendar year.
- (c) Subject to the provision of a satisfactory certificate from a registered health practitioner and the employee having an accrued but untaken personal leave balance, long service leave shall be re-credited where an employee suffers an illness of at least 1 week's duration during a period of long service leave, provided that the period of leave does not occur prior to retirement, resignation or termination of employment.
- (d) In the case of compassionate leave, an employee is required to give the employer notice of the need to take leave as soon as reasonably practicable (which may be at a time before or after the leave has started) and shall, as far as possible, inform the employer of the estimated duration of the absence. In addition, the employee shall be required to provide proof of death or serious illness or injury to the satisfaction of the employer.

## **32. Long Service Leave**

32.1 Employees covered by this Agreement are entitled to accrue and take long service leave in accordance with the *Long Service Leave Act 1955 (NSW)* as amended, varied or replaced from time to time, provided that an employee with 15 years' continuous service with the employer shall be entitled to accrue long service leave at the rate of 1.5 months' leave for each 5 years' continuous service thereafter.

## **33. Jury Service**

33.1 An employee other than a casual employee, required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of ordinary wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

33.2 An employee shall notify the employer as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give the employer proof of attendance at court, the duration of such attendance and the amount received in respect of such jury service.

33.3 The period of payments of jury service under this clause shall be limited to the period prescribed under relevant legislation.

## **34. Parental Leave**

34.1 Parental Leave Entitlements

- (a) For the purposes of employer paid maternity, paternity or adoption leave, the employee will be paid at their base rate of pay which is based on the average of the ordinary hours actually worked by the employee in the 12 month period ending at the commencement of the period of

parental leave.

- (b) Permanent full time and part time employees eligible for unpaid parental leave as provided in the Act are entitled to apply for paid maternity, paternity or adoption leave as provided below:
  - (i) maternity leave - 9 weeks employer top up pay for the birth mother or primary carer of the child;
  - (ii) adoption leave - 9 weeks employer top up pay for the initial primary carer of the adopted child;
  - (iii) paternity leave - 3 weeks employer top up pay for the birth father or non-primary carer of the child; or
- (c) With regards to employer paid parental leave the following applies:
  - (i) The employer will pay "top up pay" at the employees' base rate of pay. "Top up pay" is the difference between the employee's base rate of pay and the amount provided by an applicable Government Paid Parental Leave Scheme (if any). If no such Government Paid Parental Leave Scheme applies and/or the employee is ineligible to receive payment under the Government Paid Parental Leave Scheme, the employee shall be paid at their base rate of pay for the period of parental leave.
  - (ii) The employee is required to notify the employer that they have applied for the Government Paid Parental Leave Scheme within 30 days of making such application.
  - (iii) Where an employee receives Government Paid Parental Leave and employer paid maternity, paternity or adoption leave at full pay, the employee will reimburse the employer the difference between the employer paid maternity or adoption leave and the Government Paid Parental Leave i.e. the "top up pay" that would have otherwise been paid. The employee will repay the overpaid maternity or adoption leave within 12 months of the overpayment.

### **35. Community Service Leave**

35.1 Community service leave is provided for in the NES.

35.2 Paid Emergency Services Leave

Despite clause 35.1, at the discretion of the employer, whose discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance, the employer will facilitate an employee who is a member of a voluntary emergency relief organisation such as the Rural Fire Service, Red Cross, St John Ambulance and the State Emergency Service to be released from normal duty without loss of pay (up to a maximum of 3 shifts per year) to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the employee.

### **36. Special Disaster Leave**

36.1 Full time and part time employees are, subject to clauses 36.2, 36.3 and 36.4 of this Agreement, entitled to 1 day per calendar year as paid Special Disaster Leave when, as a result of a natural disaster in the specific area where an employee lives, the employee is unable to attend for work as a direct result of their place of residence being under eminent threat of major damage, the lives of their family living with them are threatened or they unable to get to their place of work due to the formal closure of a road(s) and no alternative travel route being available.

36.2 In order to access Special Disaster Leave an employee is required to notify the employer as soon as practicable of a request to take such leave.

- 36.3 The employer can request evidence from an employee for a request to take Special Disaster Leave, including but not limited to proof of an insurance claim made by the employee in connection with a natural disaster. A signed statutory declaration may also be provided as proof of the entitlement to leave. Such evidence, if required, must be provided as soon as practicable.
- 36.4 Special Disaster Leave is non-cumulative from year to year, is not payable upon termination of employment for any reason and is at the sole discretion of the employer.

**37. Family and Domestic Violence Leave**

- 37.1 In addition to the other leave entitlements provided under this Agreement, employees covered by this Agreement shall be entitled to up to 5 days' paid family and domestic violence leave and an additional 5 days' unpaid family and domestic violence leave per year of continuous service, subject to the employee providing satisfactory evidence as required in clause 37.3 below. Such leave will be available in full at the start of each 12 month period of the employee's employment but does not accrue from year to year and is not payable upon termination of employment for any reason. Unless the employer and the employee otherwise agree, paid family and domestic violence leave is to be taken before unpaid family and domestic violence leave.
- 37.2 Family and domestic violence leave may be utilised by employees experiencing domestic violence who need to do something to deal with the impact of the family and domestic violence where it is impractical for the employee to do that thing outside of their ordinary hours of work. Without limiting this clause, family and domestic violence leave may be taken to:
- (a) seek legal or counselling services in relation to domestic violence and/or to prevent or prohibit domestic violence the employee is or has recently been involved in;
  - (b) assist the relevant authorities with their investigations in relation to domestic violence the employee is or has recently been involved in; and/or
  - (c) attend court hearings or proceedings in relation to domestic violence the employee is or has recently been involved in.
- 37.3 If an employee requests to utilise family and domestic violence leave they must provide satisfactory evidence of the need to take leave to the employer such as (but not limited to) a document issued by the police, a court, a doctor, a domestic violence support service or a lawyer. A signed statutory declaration may also be provided as proof of the entitlement to leave. Such evidence must be provided as soon as practicable.
- 37.4 In order to provide support to an employee experiencing family and domestic violence, the employer will consider any reasonable request from an employee experiencing family and domestic violence (who has provided evidence in accordance with clause 37.3 of this Agreement) for:
- (a) changes to their span of hours or pattern of hours and/or shift patterns;
  - (b) relocation to suitable employment within the employer;
  - (c) a change to their work telephone number or email address to avoid harassing contact; or
  - (d) any other appropriate measure including those available under existing provisions of this Agreement for family friendly and flexible work arrangements.

The employer may refuse the request only on reasonable business grounds. For the avoidance of any uncertainty, the employer's decision to accept or decline a request in accordance with this clause is not subject to the dispute resolution procedure in clause 9.

- 37.5 Without limiting what are reasonable business grounds for the purposes of clause 37.4 of this Agreement, reasonable business grounds include the following:
- (a) that the new working arrangements requested by the employee would be likely to have a significant negative impact on resident care;
  - (b) that the new arrangements requested by the employee would be too costly for the employer;
  - (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
  - (c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
- 37.6 The employer will nominate a contact person to provide support for employees experiencing family and domestic violence and notify employees of the name of the nominated contact person. Where requested by an employee, the contact person will liaise with the employer's Employee Assistance Program (EAP) to arrange access to counselling support with a counsellor or other professional experienced in dealing with family and domestic violence.
- 37.7 The employer will treat all requests for family and domestic violence leave with the utmost confidentiality.
- 37.8 The parties acknowledge and agree that the leave provided in clause 37.1 of this Agreement is provided in satisfaction of, is intended to offset, and does not apply in addition to, the entitlement to 5 days of unpaid family and domestic violence leave in the NES in the Act.

## **38. Union Representative Leave**

- 38.1 Leave to attend Union and/or Union delegate courses/seminars/conferences may be approved by the employer as follows:
- (a) one Union representative per Union per Home shall be entitled to a maximum of 3 days' paid Union representative leave per calendar year to attend Union courses/seminars/conferences provided that the scope, content and level of the courses is directed toward the enhancement of the operation of dispute settlement procedures;
  - (b) at least 2 weeks' notice in advance must be provided to the employer by the employee;
  - (c) upon request from the employer, a Union representative must provide a letter from their Union confirming their status as an authorised representative of the Union;
  - (d) upon request from the employer, the Union will provide the employer with an email explaining the nature and purpose of the leave requested.
- 38.2 Subject to the employee satisfying the requirements in clause 38.1 of this Agreement, the employer may approve the request for leave, subject to the operational requirements of the Home. Leave granted pursuant to this clause shall be paid at the employee's base rate of pay.

## **PART 7: TRAINING AND DEVELOPMENT**

### **39. Training Facilitated by the Employer**

- 39.1 With the exception of mandatory fire safety training conducted by the employer in accordance with its statutory obligations or in the case of an emergency requiring the urgent training of staff, all employer directed training will be scheduled to occur during an employee's ordinary hours of work.
- 39.2 In the event such training cannot reasonably be facilitated within an employee's ordinary hours of work due to the employer's operational requirements, and employees are required to attend such

training outside of their ordinary hours:

- (a) the employer shall provide employees with 2 weeks' notice of the requirement to attend education/training outside of their normal rostered working hours;
- (b) employees will be paid for time spent in attendance at mandatory training in accordance with clause 19.6 of this Agreement.

39.3 If requested in writing by the employee, upon termination of the employees' employment the employer shall provide to the employee a written statement of the hours of in-service education/training attended by the employee.

#### **40. Training and Education for Employees in Nursing Classifications**

40.1 The employer shall make available a minimum of 12 hours of in-service education/ training per annum to employees employed in the position of Assistant in Nursing.

40.2 The employer may make in-service education/training available to employees in other Nursing Classifications in order for the employee to meet the necessary requirements to maintain their nursing registration.

40.3 Each employee shall provide the employer with details of their attendance at in-service education/training and the employer shall keep a record of this attendance.

#### **41. Professional Development Leave**

40.1 Full time employees may request up to 3 days paid study leave per calendar year for the purpose of attending courses/conferences and/or undertaking or preparing for examinations in a course of study conducted by an institution recognised by the employer as relevant to the position in which the employee is employed.

40.2 Part time employees who work not less than 4 shifts per fortnight for the employer shall be entitled to apply for study leave under this clause on a pro rata basis based on the employee's ordinary hours of work.

40.3 Study Leave shall be taken at a time that is mutually agreed between the employer and the employee. The employer shall not unreasonably withhold approval for such leave.

### **PART B: GENERAL**

#### **42. Staff Amenities**

41.1 The employer shall provide for the use of employees:

- (a) tea, coffee, milk and sugar for employee consumption during meal breaks and tea breaks; and
- (b) a locker fitted with lock and key or other suitable place (as determined by the employer) for the safe keeping of clothing and personal effects of such employee.

#### **43. Union Noticeboard**

42.1 The employer shall provide space in the employee lunch room (however described from time to time) at each Home for two union noticeboards (which are no bigger than 600mm by 900mm) for the use of the ANMF NSW Branch and/or the HSU NSW Branch respectively, on which union or workplace related information may be posted.

42.2 The employer agrees not to remove any material posted on the allocated noticeboard area without the consent of the applicable union, unless it is outdated, or the employer considers the content

derogatory, offensive, or in breach of this Agreement or applicable laws and regulations, in which case the employer will notify the applicable union of the removal as soon as reasonably practicable.

**44. Regrading**

- 42.1 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.
- 42.2 An application for re-grading by an employee must be made in writing.
- 42.3 The employer will respond to the request in writing within a reasonable timeframe, and where possible no more than 1 month after receiving the written request, indicating whether the application is approved or denied.
- 42.4 Simply performing more work at the same classification or different work at the same classification does not qualify for re-grading and any decision remains at the employer's discretion.
- 42.5 Factors with a bearing on the decision may include, but are not limited to:
- (a) whether the changes involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification;
  - (b) whether the changes are permanent or temporary in nature; and/or
  - (c) whether there are vacancies existing at the applicable classification level to which the employee wishes to progress.



**SIGNING PAGE**

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Signed in accordance with s 185(5) of the Act and Regulation 2.06A of the Fair Work Regulations:

On behalf of the Employer:

AL Bolton

Signature of employer representative

ALISON LISA BOLTON

Full name of employer representative

1 APAB Road Padstow NSW 2211

Full address of employer representative

31/10/2019

Date signed by employer representative

General manager - Employment Relations

Explanation of employer representative's authority to sign on behalf of the employer

On behalf of the employees covered by the Agreement:

S Williams

Signature of employee representative

SHARRON WILLIAMS

Full name of employee representative

11 QUEENSBURY RD PADSTOW HEIGHTS NSW 2560.

Full address of employee representative

31/10/2019

Date signed by employee representative

Employee covered by the Enterprise Agreement

Explanation of employee representative's authority to sign on behalf of the employee

## **SCHEDULE 1 - RATES OF PAY**

### **Hourly Rates - Nursing Classifications**

#### **Assistants in Nursing**

	<b>From 1 July 2019</b>	<b>From 1 July 2020</b>	<b>From 1 July 2021</b>
Assistant in Nursing - First Year	\$22.14	\$22.69	\$23.26
Assistant in Nursing - Thereafter	\$22.54	\$23.10	\$23.68
Assistant in Nursing (Cert III) - First Year	\$23.19	\$23.77	\$24.36
Assistant in Nursing (Cert III) - Second Year	\$23.64	\$24.23	\$24.83
Assistant in Nursing (Cert III) - Third Year	\$24.09	\$24.69	\$25.31
Assistant in Nursing (Cert III) - Thereafter	\$24.54	\$25.15	\$25.78
Assistant in Nursing (Cert III) - Medicator	\$25.15	\$25.78	\$26.43
Assistant in Nursing (Cert IV)	\$25.77	\$26.41	\$27.07

#### **Enrolled Nurses**

	<b>From 1 July 2019</b>	<b>From 1 July 2020</b>	<b>From 1 July 2021</b>
Enrolled Nurse - First Year	\$28.71	\$29.43	\$30.16
Enrolled Nurse - Second Year	\$28.98	\$29.70	\$30.44
Enrolled Nurse - Third Year	\$29.26	\$30.00	\$30.75
Enrolled Nurse - Fourth Year	\$29.53	\$30.27	\$31.03

#### **Registered Nurses**

	<b>From 1 July 2019</b>	<b>From 1 July 2020</b>	<b>From 1 July 2021</b>
Registered Nurse - PP1	\$31.11	\$31.89	\$32.68
Registered Nurse - PP2	\$34.25	\$35.10	\$35.98
Registered Nurse - PP3	\$35.83	\$36.73	\$37.65
Registered Nurse - PP4	\$37.46	\$38.40	\$39.36
Registered Nurse - PP5	\$39.31	\$40.29	\$41.30
Registered Nurse - PP6	\$40.82	\$41.84	\$42.88

#### **Clinical Nurses**

	<b>From 1 July 2019</b>	<b>From 1 July 2020</b>	<b>From 1 July 2021</b>
Clinical Nurse Specialist	\$42.46	\$43.52	\$44.60
Clinical Nurse Educator	\$42.46	\$43.52	\$44.60

**Nurse Educators**

	<b>From 1 July 2019</b>	<b>From 1 July 2020</b>	<b>From 1 July 2021</b>
Nurse Educator First Year	\$45.10	\$46.23	\$47.38
Nurse Educator Second Year	\$46.33	\$47.49	\$48.68
Nurse Educator Third Year	\$47.42	\$48.60	\$49.82
Nurse Educator Fourth Year	\$49.80	\$51.05	\$52.33

**Senior Nurse Educators**

	<b>From 1 July 2019</b>	<b>From 1 July 2020</b>	<b>From 1 July 2021</b>
Senior Nurse Educator First Year	\$50.96	\$52.24	\$53.54
Senior Nurse Educator Second Year	\$51.97	\$53.27	\$54.60
Senior Nurse Educator Third Year and Thereafter	\$53.66	\$55.00	\$56.38

**Hourly Rates - Aged Care Employees**

**Aged Care Employees (excluding Clerical and Administration)**

	<b>From 1 July 2019</b>	<b>From 1 July 2020</b>	<b>From 1 July 2021</b>
Aged Care Employee Level 1	\$21.25	\$21.78	\$22.32
Aged Care Employee Level 2 (PP1)	\$22.12	\$22.67	\$23.24
Aged Care Employee Level 2 (PP2)	\$22.28	\$22.84	\$23.41
Aged Care Employee Level 2 (PP3)	\$22.38	\$22.94	\$23.51
Aged Care Employee Level 3 (PP1)	\$22.99	\$23.57	\$24.15
Aged Care Employee Level 3 (PP2)	\$23.18	\$23.76	\$24.35
Aged Care Employee Level 3 (PP3)	\$23.28	\$23.86	\$24.46
Aged Care Employee Level 4 (PP1)	\$23.77	\$24.36	\$24.97
Aged Care Employee Level 4 (PP2)	\$24.00	\$24.60	\$25.21
Aged Care Employee Level 4 (PP3)	\$24.12	\$24.72	\$25.34
Aged Care Employee Level 5 (PP1)	\$24.90	\$25.52	\$26.16
Aged Care Employee Level 5 (PP2)	\$25.14	\$25.77	\$26.42
Aged Care Employee Level 5 (PP3)	\$25.27	\$25.90	\$26.55
Aged Care Employee Level 6 (PP1)	\$26.57	\$27.23	\$27.91
Aged Care Employee Level 6 (PP2)	\$26.83	\$27.51	\$28.19
Aged Care Employee Level 6 (PP3)	\$26.97	\$27.64	\$28.33
Aged Care Employee Level 7 (PP1)	\$28.27	\$28.98	\$29.70
Aged Care Employee Level 7 (PP2)	\$28.56	\$29.27	\$30.00
Aged Care Employee Level 7 (PP3)	\$29.79	\$30.53	\$31.29

**Clerical and Administrative Employees**

	<b>From 1 July 2019</b>	<b>From 1 July 2020</b>	<b>From 1 July 2021</b>
Aged Care Employee Level 1	\$21.25	\$21.78	\$22.32
Aged Care Employee Level 2	\$22.12	\$22.67	\$23.24
Aged Care Employee Level 3	\$22.99	\$23.57	\$24.15
Aged Care Employee Level 4	\$26.26	\$26.92	\$27.59
Aged Care Employee Level 5	\$27.00	\$27.67	\$28.37
Aged Care Employee Level 7	\$28.16	\$28.86	\$29.58

**Hourly Rates - Health Professional Employees**

	<b>From 1 July 2019</b>	<b>From 1 July 2020</b>	<b>From 1 July 2021</b>
Physiotherapist (Level 1)	\$31.65	\$32.44	\$33.25
Physiotherapist (Level 2)	\$35.58	\$36.47	\$37.39
Physiotherapist (Level 3)	\$51.83	\$53.13	\$54.46

	<b>From 1 July 2019</b>	<b>From 1 July 2020</b>	<b>From 1 July 2021</b>
Diversional Therapist Level 1 (PP1)	\$30.20	\$30.95	\$31.73
Diversional Therapist Level 1 (PP2)	\$30.81	\$31.58	\$32.37
Diversional Therapist Level 1 (PP3)	\$31.43	\$32.22	\$33.02

## ALLOWANCES

Allowance	From 1 July 2019	From 1 July 2020	From 1 July 2021
<b><i>Laundry allowance (per hour)</i></b>			
Laundry allowance	\$0.16	\$0.17	\$0.18
<b><i>Meal allowance for when no meal is provided (per meal)</i></b>			
On overtime	\$13.45	\$13.78	\$14.13
<b><i>On call allowance</i></b>			
During meal break	\$12.46	\$12.78	\$13.09
Per 24 hour period or part thereof (Monday to Friday)	\$23.03	\$23.61	\$24.20
Per 24 hour period or part thereof (weekends and public holidays)	\$46.07	\$47.23	\$48.41
<b><i>Travelling allowance (per km)</i></b>			
Overtime - recall (use of own vehicle)	\$0.41	\$0.42	\$0.43
Use of own vehicle	\$0.84	\$0.86	\$0.88
<b><i>In-charge allowance (per shift)</i></b>			
RN - in charge of facility of less than 100 beds on day, evening or night	\$25.84	\$26.49	\$27.15
RN - in charge of facility of more than 100 beds on day, evening or night	\$41.63	\$42.67	\$43.73
RN in charge of a ward/unit	\$25.84	\$26.49	\$27.15

## SCHEDULE 2 - CLASSIFICATION DEFINITIONS

### Nursing Classifications

#### Definitions

**AHPRA** means the Australian Health Practitioner Regulation Authority.

**Assistant in Nursing** means a person, other than a Registered Nurse or Enrolled Nurse who is employed as such by the employer to provide nursing duties in a Home.

**Board** means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable.

**Clinical Nurse Educator** means a Nurse with relevant post registration certificate qualifications or experience deemed appropriate by the employer and who is appointed to such position by the employer to implement and evaluate educational programmes in a Home.

**Clinical Nurse Specialist** means a Registered Nurse appointed to such position by the employer with specific post-registration qualifications relevant to the field in which they are appointed and 12 months' experience working in the clinical area(s) of their post registration qualification.

**Enrolled Nurse** means a person enrolled by the Board as such and who is competent in the administration of medications.

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

**Nurse Educator** means a Registered Nurse with a post registration certificate who has relevant experience or other qualifications deemed appropriate by the employer, and who is appointed to such position by the employer.

**Nursing Care** carried out by Assistants in Nursing, refers to ensuring the environment of care and lifestyle activities maximises the wellbeing of residents. This includes personal care and support in activities such as toileting, showering, meals, tidying residents' personal effects and participating in social activities.

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

**Senior Nurse Educator** means a Registered Nurse with a post registration certificate or appropriate qualifications, who has, or is working towards, recognised tertiary qualifications in education or equivalent and has demonstrated experience and skills in the field of education, and who is appointed to such position by the employer.

#### Progression Through Classification Levels

Progression between classification levels is at the sole discretion of the employer and is dependent upon the employee being required to hold the applicable competencies to perform the duties of their position and subject to vacancies existing at the applicable classification level.

#### Progression Through Pay Points

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point, provided that, for the purpose of yearly progression based on service and experience, an employee must, unless this Schedule provides otherwise:

- (a) complete 1976 hours of experience in the case of full time employees; or
- (b) complete 1786 hours of experience in the case of part time and casual employees,

having regard to the acquisition and use of skill described in the classification descriptions set out in this Schedule and knowledge gained through experience in the practice settings over such a period.

<p><b>Assistant in Nursing</b></p>
<p>Assistant in Nursing are Assistants in Nursing without a Certificate III or Certificate IV.</p> <p>Assistants in Nursing provide Nursing Care and other duties under the direction of an Assistant in Nursing (Cert IV), a Registered Nurse or Enrolled Nurse.</p> <p>The primary role of Assistants in Nursing in nursing and care contexts is to provide direct Nursing Care to residents under supervision and direction and to observe and report to their supervising Nurse about the processes involved in delivering services and the outcomes of that intervention or service.</p> <p>Where specific nursing tasks or responsibilities have been appropriately delegated to the Assistant in Nursing, the Assistant in Nursing should make their supervising Nurse aware of any impediment to carrying out the delegation.</p> <p>Indicative tasks/skills include but are not limited to the following:</p> <ul style="list-style-type: none"> <li>• report promptly any observed changes or concerns in resident's health status;</li> <li>• assist in the provision of nursing and personal care under supervision and direction;</li> <li>• complete documentation as required;</li> <li>• exercise discretion and judgement within their level of skill and training;</li> <li>• attend training as directed;</li> <li>• work in collaboration with the care team;</li> <li>• be actively involved in continuous improvement; and</li> <li>• other related duties as assigned by the employer from time to time.</li> </ul>
<p><b>Assistant in Nursing (Cert III)</b></p>
<p>In addition to the duties of an Assistant in Nursing, an employee at this level is a holder of a relevant Certificate III in Aged Care or equivalent.</p>
<p><b>Assistant in Nursing (Cert III) - Medicator (Employer Appointed Position)</b></p>
<p>An employee appointed at this level is a holder of a relevant Certificate III in Aged Care or equivalent.</p> <p>In addition to the duties of an Assistant in Nursing, an employee at this level who has completed relevant training may administer medication to residents and/or assist residents with medications within a delegated or assigned range of duties, including:</p> <ul style="list-style-type: none"> <li>• administer packed and unpacked medication to residents according to the resident's prescribed medication chart, medication assistance assessment and care plan;</li> <li>• assist residents with medications within a delegated or assigned range of duties, subject to legislative requirements; and</li> <li>• complete clinical observations as directed by an Enrolled Nurse or a Registered Nurse.</li> </ul>
<p><b>Assistant in Nursing - (Cert IV)</b></p>
<p>An employee at this level is a holder of a relevant Certificate IV in Aged Care or equivalent.</p> <p>In addition to the duties of an Assistant in Nursing (Cert III) Medicator, an employee at this level is expected to:</p>



- administer wound care to residents in accordance with the resident's care plan;
- undertake tasks under the direction and supervision of a Registered Nurse or Enrolled Nurse;
- report to and work with the Registered Nurse or Enrolled Nurse;
- lead, train, support and supervise Assistants in Nursing; and
- perform other functions and duties within the scope of an Assistant in Nursing as requested by the employer from time to time.

### **Enrolled Nurse**

An employee appointed at this level performs their duties:

- according to their level of competence and within the range of duties of an Enrolled Nurse registered with the Board/AHPRA;
- under the guidance of, or with access to, a more experienced Nurse who provides work related support and direction and
- under the supervision of a Registered Nurse.

An employee at this level is required to perform general nursing duties within their skills and experience which include, but are not confined to:

- delivering direct and comprehensive nursing care and general care and individual case management to residents or clients within a Home; and
- other related duties assigned by the employer from time to time.

### **Registered Nurse**

An employee appointed at this level performs their duties :

- according to their level of competence; and
- under the general guidance of, or with general access to, the Clinical Manager who provides work related support and direction.

An employee at this level is required to perform general nursing duties which substantially include, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to residents or clients within a Home;
- Clinical Governance - maintaining and improving the quality of care by recognisable high standards of care, transparent responsibility and accountability for those standards.
- Clinical Documentation - ensuring accurate and concise method of documentation to ensure compliance with legal requirements.
- coordinating services, including those of other disciplines, to individual residents and clients within a Home;
- providing education, counselling and group work services orientated towards the promotion of health status improvement of residents and clients within a Home;
- providing support, direction, education and supervision to newer or less experienced staff, including Enrolled Nurses and Assistants in Nursing;
- accepting accountability for the employee's own standards of nursing care and service delivery;
- participating in quality initiatives by providing recommendations to policy developments within a Home; and
- other related duties as assigned by the employer from time to time.

**Clinical Nurse Specialist (Employer Appointed Position)**

In addition to the duties of a Registered Nurse, an employee at this level is required to perform duties including, but not confined to:

- providing leadership and role modelling, in collaboration with others including the Director of Consumer Care and Services, Clinical Manager, Senior Manager, Nurse Manager and the Nurse Educator, particularly in the areas of quality initiatives.
- participating in the implementation of policies;
- acting as a consultant on request in the employee's own area of proficiency for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive nursing care to a specific group of residents or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- providing support, direction, orientation and education to Registered Nurses, Enrolled Nurses and Assistants in Nursing;
- acting as a role model in the provision of holistic care to residents or clients in a Home;
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within a Home; and
- other related duties as assigned by the employer from time to time.

**Clinical Nurse Educator (Employer Appointed Position)**

A Clinical Nurse Educator is an employer appointed position.

In addition to the duties of a Registered Nurse, a Clinical Nurse Educator may perform duties including, but not confined to:

- catering for the delivery of clinical nurse education for staff, residents and clients in a Home;
- responsibility for the orientation of new employees;
- participating in policy development and implementation; and
- other related duties as assigned by the employer from time to time.

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

**Nurse Educator (Employer Appointed Position)**

A Nurse Educator is an employer appointed position.

In addition to the duties of a Registered Nurse, duties of a Nurse Educator will include, but are not confined to:

- providing leadership and role modelling, in collaboration with other employees, particularly in the areas of action research;
- implementation and evaluation of staff education and development programs;
- staff selection;
- implementation and evaluation of resident or client education programs;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population; and

- other related duties as assigned by the employer from time to time.

In addition, a Nurse Educator shall be responsible for the development, implementation and delivery of nursing education programmes within a Home or a group of Homes. Nurse education programmes shall mean courses such as post registration certificates, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for Enrolled Nurses and general staff development courses.

A person appointed to a position of Nurse Educator who holds relevant tertiary qualifications in education or tertiary post graduate specialist clinical nursing qualifications shall commence on the 3<sup>rd</sup> year rate of the wage scale.

Incremental progression for Nurse Educators shall be as set out above provided that progression shall not be beyond the 3<sup>rd</sup> year rate unless the person possesses relevant experience or other qualifications deemed appropriate by the employer.

Persons appointed to the 3<sup>rd</sup> year rate by virtue of the above two paragraphs shall progress to the 4<sup>th</sup> year rate after completion of 12 months' satisfactory full time service.

#### **Senior Nurse Educator (Employer Appointed Position)**

A Senior Nurse Educator is an employer appointed position.

In addition to the duties of a Registered Nurse, a Senior Nurse Educator shall be responsible for one or more Nurse Educators in the planning co-ordinating, delivery and evaluation of education programmes such as post registration certificate courses, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses either in a Home or Home.

Incremental progression shall be on completion of 12 months' satisfactory full time service.

## **Aged Care Classifications**

### **Definitions**

**Aged Care Employee** means an employee required by the employer to perform any or all of the tasks set out in this Schedule as determined by their classification.

**Aged Care Industry** means the provision of accommodation and care services for aged persons in a hostel, nursing home, aged care independent living units, aged care serviced apartments, garden settlement, retirement village or any other residential accommodation facility including in the home.

**Care Service Employee** means an employee required by the employer to perform any or all of the tasks set out in this classification Schedule as per their appointed grade/level.

### **Progression Through Classification Levels**

Classification at a level is by appointment only (apart from Level 1), where the employee is required to use and apply the competencies, skills and qualifications for the primary purpose of the role. Progression between classification levels is at the sole discretion of the employer and is dependent upon the employee being required to hold the applicable competencies to perform the duties of their position and subject to vacancies existing at the applicable classification level.

### **AGED CARE EMPLOYEE - LEVEL 1**

Entry level:

An employee who has less than 3 months' work experience in the Aged Care Industry and performs basic duties.

An employee at this level:

- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team; and
- requires no previous experience or training.

Indicative tasks performed at this level include but are not necessarily limited to:

### **Administrative Services**

Administration Officer: an employee who works under direct supervision to perform a range of basic clerical and/or administrative duties to support the daily operation of a Home.

### **General Services**

Gardener: an employee who works under the direct supervision of the Director of Consumer Care and Services to maintain the buildings and grounds of the Home in a clean and tidy manner. Employees at this level do not hold a trade qualification.

## Care Services

Care Service Employee Grade 1: an employee who works under the direct supervision of a Care Service Employee of a higher classification or a more experienced employee to provide basic personal care and assistance to residents and clients in a Home, including, but not necessarily limited to, showering/bathing, assistance in dressing/undressing, assistance with feeding and general tidy and up-keep of resident rooms.

### AGED CARE EMPLOYEE - LEVEL 2

An employee at this level has more than 3 months' work experience in the Aged Care Industry and:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level include but are not necessarily limited to:

### Administrative Services

Administration Officer Grade 1 (between 3 months' and less than 1 year's service): see Aged Care Employee - Level 1.

### General Services

Gardener: see Aged Care Employee - Level 1.

Cafe Assistant: an employee who works under general supervision and assists the Cafe Supervisor in a Home in the day-to-day operation of the cafe, including but not limited to stock rotation, food labelling, food dating, storage, cleaning and basic food preparation (eg preparation of light refreshments).

Bus Driver: an employee who works under the general supervision of the Director of Consumer Care and Services to provide transport and access to community facilities to residents in a Home.

## Care Services

In this classification, Care Service Employee Grade 1 means an employee who works under the limited supervision of a Care Service Employee of a higher classification or another Home employee to provide basic personal care and assistance to residents and clients in a Home, including, but not necessarily limited to, showering/bathing, assistance in dressing/undressing, assistance with feeding and general tidy and up-keep of resident rooms.

### AGED CARE EMPLOYEE - LEVEL 3

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures (non admin/clerical);
- is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);

- works under limited supervision, either individually or in a team (non admin/clerical);
- possesses sound communication and/or arithmetic skills (non admin/clerical);
- requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical); and

In the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative tasks performed at this level include but are not necessarily limited to:

### **Administrative Services**

Administration Officer Grade 2 (second and subsequent years of service): an employee who works under limited supervision to perform a range of general clerical and/or administrative duties to support the daily operation of a Home.

### **General Services**

Gardener (non-trade): see Aged Care Employee - Level 1.

Bus Driver: in addition to the duties of an Aged Care Employee Level 2, an employee at this level is required to hold a first aid certificate with St John's Ambulance or equivalent.

Lifestyle Activities Officer (unqualified): an employee who works under limited supervision to assist in the provision of recreational and lifestyle activities for residents in a Home.

### **Care Services**

Care Service Employee Grade 2: an employee with relevant experience who works under the limited supervision of a Care Service Employee of a higher classification or another Home employee to provide general personal care to residents and clients in a Home, including, but not necessarily limited to:

- o assisting in the implementation of resident care plans;
- o applying basic first aid;
- o monitoring and reporting on vital resident measurements including temperature, blood pressure, blood glucose levels (for diabetic residents); and
- o otherwise performing the duties of a Care Service employee Grade 1.

Physiotherapist Assistant: an employee who works under the direct supervision of the Home Physiotherapist to implement individual and group physiotherapy, mobility, dexterity and exercise and pain management programs for residents in a Home. An employee at this level is not responsible for assessing or altering a resident physiotherapy plan.

## **AGED CARE EMPLOYEE - LEVEL 4**

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;

- possesses good communication, interpersonal and/or arithmetic skills; and
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level include but are not necessarily limited to:

### **Administrative Services**

Administration Officer Grade 3: an employee who works under limited supervision to perform a range of specific clerical and/or administrative duties as assigned by the employer from time to time. An employee at this level is required by the employer to have completed additional training qualifications or experience than that of a Clerical and Administrative Employee Grade 2.

### **General Services**

Lifestyle Activities Officer (qualified): an employee at this level is required by the employer to hold a relevant Certificate IV in Leisure and Health or equivalent qualifications and experience and is responsible for co-ordinating and developing recreational and lifestyle activities for all residents at a Home.

### **Care Service**

Care Service Employee Grade 3: an employee with relevant experience and who is required to hold a relevant Certificate III qualification in Aged Care or equivalent. In addition to the duties performed by a Care Service Employee Grade 2, a Care Service Employee Grade 3:

- o works under the limited supervision of a Care Service Employee of a higher classification or another Home employee to provide a high level of personal care to residents and clients in a Home; and
- o may be required to assist in the administration of medication (where the employee is assessed by the employer as being competent to do so).

Physiotherapist Assistant: an employee who in addition to the duties performed by a Physiotherapist Aide/Aged Care Employee Level 3 is required to hold a relevant Certificate III qualification and who works under the general supervision of the Home Physiotherapist to implement individual and group physiotherapy, mobility, dexterity and exercise and pain management programs for residents in a Home. An employee at this level is not responsible for assessing or altering a resident physiotherapy plan.

### **AGED CARE EMPLOYEE - LEVEL 5**

An employee at this level:

- is capable of functioning semi-autonomously and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may assist with supervision of others;
- requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical);
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;

- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level include but are not necessarily limited to:

### **Administrative Services**

Administration Officer Grade 4: an employee who works under general supervision to perform a range of specific clerical and/or administrative duties to support the daily operation of a Home. An employee at this level is required by the employer to have completed additional training qualifications or experience than that of an Administration Officer Grade 3.

### **Care Services**

Care Service Employee Grade 4 (Level 1): an employee with relevant experience and who is required to hold a relevant Certificate IV qualification in Aged Care or equivalent. A Care Service Employee Grade 4 (Level 1) works under general supervision of a Care Service Employee of a higher classification or another Home employee. Duties include, but are not necessarily limited to:

- o assisting in the implementation of resident care plans and other resident activities and programs;
- o assisting in supervising and delegating the work of other Care Service Employees; and
- o otherwise performing the duties of a Care Service employee Grade 3.

### **AGED CARE EMPLOYEE - LEVEL 6**

An employee at this level:

- is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication interpersonal and/or arithmetic skills; and
- may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level include but are not necessarily limited to:

### **Care Services**

Care Service Employee Grade 4 (Level 2): an employee with relevant experience and who is required to hold a relevant Certificate IV qualification in Aged Care or equivalent. A Care Service Employee Grade 4 (Level 2) works under minimal supervision of a Care Service Employee of a higher classification or another Home employee. Duties include, but are not necessarily limited to:

- o implementing resident care plans and other resident activity programs;
- o assisting in supervising and co-ordinating the work of other Care Service Employees at a level



beyond that of a Care Service Employee Grade 4 (Level 1); and

- o otherwise performing the duties of a Care Service Employee Grade 3.

### **AGED CARE EMPLOYEE - LEVEL 7**

An employee at this level:

- is capable of functioning autonomously and prioritising their work and the work of others within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- may supervise the work of others, including work allocation, rostering and guidance;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses developed administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level include but are not necessarily limited to:

#### **Administrative Services**

Administration Officer Grade 5/Reception: an employee who works under general supervision to perform a range of specific clerical and/or administrative duties to support the daily operation of a Home and may also be responsible for the supervision of other administrative services employees.

#### **General Services**

Cafe Supervisor: an employee at this level is appointed by the employer as such and acts autonomously to oversee the day-to-day running of the cafe in a Home.

Resident Services Officer: an employee at this level is appointed by the employer as such and acts autonomously as the liaison, communication and referral point between the employer and residents (and their families) in a Home. In addition, an employee at this level is responsible for organising and conducting facility tours and assists in selling and filling of beds in a Home (permanent and respite).

Volunteer and Pastoral Care Coordinator: an employee at this level is appointed by the employer as such and acts autonomously to recruit, process, allocate and support volunteers and pastoral carers in a Home and to facilitate training and induction for volunteers as appropriate.

Pastoral Carer: an employee at this level is appointed by the employer as such and is responsible for:

- providing the pastoral care requested by residents;
- accepting referrals for residents seeking assistance, and where appropriate referring residents to other care-givers within the employer and in the wider community;
- establishing and maintaining a professional network that will assist the provision of appropriate pastoral care within the employer as a whole and at the local Home.

- assisting the Volunteer and Pastoral Care Coordinator with the efficient and effective provision of appropriate pastoral care services to all residents within the Home, including the provision of services through volunteer pastoral carers.

Pastoral Carers are required by the employer to hold suitable qualifications, knowledge and experience for the provision of pastoral care (such as completion of Christadelphian Pastoral Care Studies or Certificate IV in Chaplaincy and Pastoral Care, or their recognised equivalent).

## Health Professional Classifications

### Definitions

**Diversional Therapist** means an employee appointed as such by the employer who is degree qualified in one or more of the following approved university courses:

- Associate Diploma of Applied Science (Diversional Therapy)
- Diploma of Applied Science (Diversional Therapy)
- Diploma of Health Sciences (Leisure and Health)
- Bachelor of Applied Sciences (Leisure and Health)
- Bachelor of Health Sciences (Leisure and Health)
- Bachelor of Applied Sciences (Diversional Therapy)
- such other qualifications as may be recognised by the employer as being relevant to the duties performed by the employee,

and who is engaged by the employer to perform group leisure and recreational activities within a Home.

**Physiotherapist** means an employee registered as such by the Australian Health Practitioner Regulation Authority or the Physiotherapy Board of Australia

### Progression Through Classification Levels

Classification at a level is by appointment only (apart from Level 1), where the employee is required to use and apply the competencies, skills and qualifications for the primary purpose of the role. Progression between classification levels is at the sole discretion of the employer and is dependent upon the employee being required to hold the applicable competencies to perform the duties of their position and subject to vacancies existing at the applicable classification level.

### Classifications

The following classifications shall apply to Diversional Therapists, Physiotherapists and other health professionals employed by the employer in a Home.

#### HEALTH PROFESSIONAL - LEVEL 1

Positions at Level 1 are regarded as entry level health professionals and for initial years of experience.

This level is the entry level for new graduates who meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the employer.

#### HEALTH PROFESSIONAL - LEVEL 2

A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of

seminars, lectures or in-services. At this level the health professional may be actively involved in quality improvement activities or research and/or contributing to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.

### **HEALTH PROFESSIONAL - LEVEL 3**

A health professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level health professionals will have additional responsibilities.

An employee at this level:

- works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;
- is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
- is performing across a number of recognised specialties within a discipline;
- may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for residents;
- may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for residents and for maintaining a performance management system; and

### **SCHEDULE 3 - HOMES**

Ashburn House (Gladesville)  
Casa Mia (Padstow)  
Chamberlain Gardens (Wyoming)  
Courtlands (North Parramatta)  
Northcourt (North Parramatta)  
Southaven (Padstow Heights)

*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.*

TO: Fair Work Commission  
3/237 Wharf Road  
NEWCASTLE NSW 2300

## UNDERTAKINGS

### AG2019/4192- Christadelphian Aged Care (NSW) Agreement 2019

I am authorised to make these undertakings on behalf of Christadelphian Homes 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 that it will not employ Clinical Nurses, Nurse Educators and/or Senior Nurse Educators who would be covered by this Agreement on a casual basis.
2. The Employer undertakes and agrees that it will not employ Health Professional classification employees who would be covered by this Agreement on a casual basis.
3. For the purposes of clause 22.1 of the Agreement, the Employer undertakes and agrees that Aged Care Classification employees covered by this Agreement will not be rostered to work shifts in excess of 8 hours on day shift or 10 hours on night shift.
4. For the purposes of clause 19.3 of the Agreement, the Employer undertakes and agrees that Aged Care Classification employees and Health Professional Classification employees covered by this Agreement who are engaged as day workers will not be rostered to work ordinary hours of work outside the span of 6am to 6pm Monday to Friday (inclusive).
5. In addition to clause 27.3(e) of the Agreement, the Employer undertakes and agrees that a casual Aged Care Classification employee who is required to work:
  - (a) in excess of 10 hours per day will be paid at the rate of time and a half for the first 2 hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half; and
  - (b) in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half for the first 2 hours and double time thereafter, except that on Saturdays and Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.

For the purpose of this undertaking, where a casual Aged Care Classification employee is entitled to overtime penalties, the penalty is paid in addition to the casual loading, with the overtime penalty and the casual loading both being calculated based on the employee's base rate of pay.

6. The Employer undertakes and agrees that in addition to clause 27.5(b) of the Agreement, if, on the termination of an employee's employment, time off in lieu of overtime has not been taken, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.

The Employer understands these undertakings will be taken to be a term of the Agreement pursuant to section 191 of the Act.

Signed: *alBolton*

Name: Alison Bolton

Position: General Manager Employment Relations

Date: *13/12/2019*