



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Estia Investments Pty Ltd t/a Estia Health
(AG2019/5061)

ESTIA HEALTH NSW ENTERPRISE AGREEMENT 2019

Health and welfare services

DEPUTY PRESIDENT MANSINI

MELBOURNE, 24 MARCH 2020

Application for approval of the Estia Health NSW Enterprise Agreement 2019.

[1] Estia Health has applied for approval of a single enterprise agreement known as the *Estia Health NSW Enterprise Agreement 2019* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act).

[2] Since the application was made, the Commission raised concerns about the form of the application and whether the Agreement passes the better off overall test. Further information was provided in relation to these concerns.

[3] Estia Health sought to correct an error in the original application, by filing an amended Agreement signature page. In the circumstances, I am satisfied that this amendment should be allowed and that it is appropriate to do so pursuant to s.586 of the Act.

[4] A written undertaking was given in accordance with s.190 of the Act and is attached at Annexure A (Undertaking). The bargaining representatives did not oppose the Undertaking. I am satisfied that the Undertaking will not cause financial detriment to any employee covered by the Agreement and that the Undertaking will not result in substantial changes to the Agreement. Pursuant to s.201(3) of the Act, the Undertaking is taken to be a term of the Agreement.

[5] On the basis of the material contained in the application, amended Agreement signature page, further information provided on request of the Commission and the Undertaking, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The Health Services Union NSW Branch and the Australian Nursing and Midwifery Federation New South Wales Branch, being bargaining representatives for the Agreement, have respectively given notice under s.183 of the Act. In accordance with s.201(2) I note that the Agreement covers these organisations.

[7] The Agreement was approved on 24 March 2020 and, in accordance with s.54, will operate from 31 March 2020. The nominal expiry date of the Agreement is 30 January 2023.



DEPUTY PRESIDENT

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Annexure A

FAIR WORK COMMISSION

MATTER NO: AG2019/5061

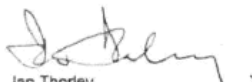
APPLICANT: Estia Investments Pty Ltd

UNDERTAKING

I, Ian Thorley, Chief Executive Officer, give the following undertaking on behalf of the Applicant employer in accordance with section 190 of the *Fair Work Act 2009* with respect to the *Estia Health NSW Enterprise Agreement 2019 (Agreement)*:

1. The hourly rates set out for a Lifestyle Support Officer Grade 1 (**LSO 1**) in Schedule 3 of the Agreement will be replaced with the following:

| Classification | FFPP on or after 1/7/19 | FFPP on or after 1/7/20 | FFPP on or after 1/7/21 | FFPP on or after 1/7/22 |
|----------------|----------------------------|----------------------------|----------------------------|----------------------------|
| LSO 1 | \$22.50 | \$23.10 | \$23.74 | \$24.33 |


Ian Thorley
CEO and Managing Director
Estia Health

Ian Thorley
Chief Executive Officer
Date: 19 March 2020

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.



Estia Health NSW Enterprise Agreement 2019

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1 Nature

- 1.1 This document (including its Schedules) forms the entire agreement between Estia and the Employees it covers in relation to collectively applicable terms of employment with Estia ("**Agreement**").
- 1.2 The Agreement is an Enterprise Agreement made pursuant to Part 2- 4 of the *Fair Work Act 2009* (Cth) ("**Act**") and will be known as the "*Estia Health NSW Enterprise Agreement 2019*".
- 1.3 The meanings of defined terms and other interpretation principles are set out in **Schedule 1 - Dictionary**. Defined terms may also be referenced throughout the document in inverted commas and bold text for ease of initial recognition and reference.

2 Purpose

- 2.1 The purpose of this Agreement is to outline a "safety net" of terms and conditions that:
 - (a) apply to all Employees it covers ("**Employees**");
 - (b) supplement the National Employment Standards ("**NES**").
- 2.2 By implementing this Agreement, Estia and its Employees aim to:
 - (a) provide a platform of core terms and conditions of employment from which Estia can build;
 - (b) clarify, simplify and streamline the core terms and conditions of employment that apply across Estia to increase consistency across the business in NSW;
 - (c) align Estia's core terms and conditions of employment with Estia's business and strategic direction;
 - (d) encourage the creation of a flexible and adaptable work environment that is best able to meet the needs of Estia's customers – our residents, their families, and their loved ones – now and in the future.

3 Coverage

- 3.1 This Agreement covers:
 - (a) Estia Investments Pty Ltd ("**Estia**") with regard to its residential aged care homes listed at Schedule 1 in the State of New South Wales ("**Estia Home**");
 - (b) all Employees (other than "**Excluded Employees**") who are employed by Estia to work wholly or principally at an "**Estia Home**" (as defined) and who are employed to work in a classification covered by this Agreement;
 - (c) any bargaining representatives named as being covered by it in the FWC's decision approving this Agreement;

- (d) the New South Wales Nurses and Midwives' Association and Australian Nursing and Midwifery Federation – NSW Branch (subject to application and approval by FWC); and
- (e) the Health Services Union, NSW Branch (subject to application and approval by FWC).

The following Employees are excluded Employees:

- (a) the “**Executive Director**” of each “**Estia Home**” however titled from time to time; and
- (b) all Employees of Estia who are engaged to work principally within the “**E–Hub (Head Office)**”, no matter the location(s) where they perform that work; and
- (c) any employees (except Allied Health Assistants) performing work or employed in positions that are not covered by Aged Care Award 2010 or the Nurses Award 2010.

4 Commencement & Duration

- 4.1 The Agreement will start to operate 7 days after its approval by the Fair Work Commission (“**FWC**”) and will have a nominal expiry date of 30 January 2023 (“**NED**”).
- 4.2 The Agreement will continue to operate after its NED unless it is terminated or replaced.
- 4.3 Estia will ensure that a copy of this Agreement is available to all Employees to whom it applies by placing it either on noticeboards or by electronic means.

5 Relationship to the NES

- 5.1 This Agreement contains terms that are also NES matters. It is not the intention of the parties to exclude the NES or any provision of the NES and it is acknowledged that such terms can only operate in the manner and to the extent prescribed by s. 55 of the Act, specifically:
 - (a) the Agreement applies subject to the Act and does not exclude the NES;
 - (b) where the Agreement provides for terms also provided for in the NES, the Agreement terms apply to the extent that they are:
 - (i) incidental to the operation of the NES;
 - (ii) supplementary to, or more beneficial than, the terms set out in the NES.

6 Grandparenting of pre-existing benefits

- 6.1 Some specific and more beneficial terms and conditions that apply to Employees who were employed at the time this Agreement was approved are provided for in **Schedule 6 – Grandparenting of Existing Conditions**. For clarity, these terms and conditions will not apply to Employees employed on or after 7 April 2017.

7 Individual Flexibility Arrangements

- 7.1 An individual employee may make an Individual Flexibility Arrangement (IFA) with Estia, to cater for individual circumstances that aren't specifically accommodated by this Agreement. The IFA must be made in accordance with and subject to **Schedule 5 – Altering the effect of this Agreement for Individual Flexibility**.

8 Employee categories (eg, casual/perm, part time/full time, etc)

- 8.1 An Employee may be employed as:
- (a) Full-time; or
 - (b) Part-time; or
 - (c) Casual; or
 - (d) Maximum term.
- 8.2 Full-time, part-time (collectively permanent Employees) and maximum term Employees are employed to work regularly or systematically, either on a full time or part time basis.
- 8.3 Casual Employees are employed hourly as needed, without an expectation of regular or systematic work.
- 8.4 Maximum term Employees are appointed in writing for a specified period of time, task, or season, without an expectation of ongoing work after the specified end date/completion event. Maximum term Employees will only to be used for genuine maximum term arrangements and it is not intended that they will be used to undermine the job security of permanent Employees.
- 8.5 Employment as a full-time, part-time or maximum term Employee is subject to an initial probation period of 6 months, except to the extent otherwise agreed in writing.
- 8.6 All Employees are either “**M-F Day Workers**” or “**24/7 Roster Workers**” (as defined), as appointed upon commencement or otherwise agreed in writing with Estia from time to time.
- 8.7 At the time of employment, Estia will inform each new Employee in writing of which categories in this clause 8 (Employee categories) apply to them.

9 Ordinary hours of full time Employees

- 9.1 The ordinary hours of a full time Employee are an average of 38 per week, arranged in accordance with clause 18 (Arrangement of Ordinary Hours) below.

10 Ordinary hours of part time Employees

- 10.1 The ordinary hours of a part time Employee are an average of less than 38 per week, as agreed in writing (“**contract hours**”), arranged in accordance with clause 18 (Arrangement of Ordinary Hours) below.
- 10.2 Nursing Employees
- (a) Before commencing part time employment, Estia and a part time nursing Employee will mutually agree in writing the guaranteed minimum number of contract hours and the rostering arrangements that will apply to those hours.

10.3 Non-nursing Employees

- (a) Before commencing employment, Estia and the part-time Employee will agree in writing on:
 - (i) the span of hours that the Employee may be rostered within a fortnight. This span of hours will include which shifts the Employee may be rostered to work; and
 - (ii) the days of the week the Employee may be rostered to work within a fortnight; and
 - (iii) the agreed minimum number of contracted hours to be worked per fortnight.
- (b) Notwithstanding Clause 19 (Overtime), a part time Employee may agree to work in excess of their rostered ordinary hours at the Base Rate, provided that all time worked by a part-time Employee which exceeds 10 hours per day, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Saturdays and 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. The overtime penalty rates are applied to the Base Rate.

A part-time Employee will not be directed to work in excess of their rostered ordinary hours at the Base Rate. Where a part-time Employee is directed by Estia to work in excess of their rostered ordinary hours (**Additional Hours**) the Employee will be paid in accordance with Clause 19 (Overtime) for such Additional Hours.

10.4 Unless otherwise indicated or required by the context, the terms of this Agreement apply to part time Employees on a pro rata basis, in the same proportion as the Employee's contract hours bear to ordinary full time hours.

11 Change in contract hours or employment categories

- 11.1 Estia must consider and will not unreasonably withhold its agreement, and respond in writing (with reasons) to a written request by either:
 - (a) a part-time Employee who is seeking to increase their contract hours and/or convert to full time status; or
 - (b) a casual Employee who has completed at least 6 months of regular and systematic employment with Estia and who is seeking to convert to permanent (either part time or full time), or maximum term employment, provided that Estia shall not be required to consider or respond to more than one request per Employee per calendar year.
- 11.2 Changes to a part time Employee's contract hours may be mutually agreed between Estia and an Employee at any time, provided this is confirmed in writing. However, any required changes to contract hours initiated by Estia require consultation in accordance with and subject to **Part 9 – Managing Workplace Change & Disagreements**. Any other change in an Employee's employment categories must also be agreed with Estia and confirmed in writing

12 Appointment to a specified Estia Home ("Home Base")

- 12.1 Unless otherwise agreed in writing, Employees are principally employed to work at the particular Estia Home ("**Home Base**") to which they are appointed by Estia in writing. However, nothing in this Agreement prevents an Employee, subject to mutual agreement, from working at other Estia Homes or work locations occasionally or as part of their regular duties, including on occasion homes that may not fall within the coverage of this Agreement.
- 12.2 Any temporary or permanent change in Home Base:
- (a) must be mutually agreed between Estia and the Employee in writing; and
 - (b) will not break the Employee's continuity of employment or entitlements.
- 12.3 Where an Employee works regularly, or for a continuous period of more than 3 months, at an Estia Home/s other than their Home Base, they may request a review of their Home Base allocation.

13 Classifications

- 13.1 Classification descriptions are set out in **Schedule 2 – Employee Classifications**. Unless otherwise agreed in writing, Employees are principally employed to perform work at the classification level to which they are appointed by Estia in writing.
- 13.2 Estia must advise new Employees in writing of their classification and pay point upon commencement and of any subsequent changes to their classification and pay point. Existing Employees may request written confirmation of their current classification or pay point at any time.
- 13.3 Movement between classifications is by appointment or agreement in writing. Progression through pay points within each classification is upon completion of 1824 hours of work at the lower pay point.
- 13.4 Where an Employee's classification or pay point is determined by qualifications or experience:
- (a) unless otherwise agreed, the Employee is to maintain and/or renew as required the qualification necessary to maintain their appointed classification level;
 - (b) the Employee may be required to provide evidence of their qualification or experience from time to time, for verification and audit purposes;
 - (c) the Employee will be remunerated for the appointed classification, at the highest pay point for which appropriate evidence of experience has been provided;
 - (d) where the Employee provides additional evidence demonstrating that a higher pay point is applicable, the Employee's pay point will be adjusted from commencement of the next full pay period after such evidence is provided (and, where applicable, will be back paid any difference in remuneration that would

have been paid if the evidence had been provided sooner, up to a maximum of 3 months' back pay).

- 13.5 Notwithstanding the Higher Duties provisions set out at Clause 15, where the nature of the work of an Employee (other than a nursing Employee) changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification and has been performed for a period of at least 12 months, the Employee may apply (in writing) to have their position reclassified to the higher classification. Estia will respond to any such request within a reasonable timeframe and, where possible no less than one month after receiving the written request, indicating whether the application is approved or denied.
- 13.6 Where an Employee is, or is required to be, registered with AHPRA or affiliated with another professional body or association which mandates professional standards and obligations, it is the Employee's personal responsibility to ensure:
- (a) they comply with those professional standards and obligations; and
 - (b) they notify Estia as the first available opportunity if they become aware of any impediment to compliance, or any actual or anticipated conflict between their duties to Estia and their professional standards and obligations.
- 13.7 Unless agreed in writing in advance, where an Employee is appointed to a particular classification (eg, Nursing Assistant) but subsequently obtains qualifications or registrations usually associated with a higher classification level (eg, registration as an Enrolled Nurse), this will not alter the classification to which the Employee has been appointed or which applies for the purposes of this Agreement.
- 13.8 Estia has no obligation to appoint Employees to a higher classification level as a result of the Employee obtaining additional qualifications unless agreed in writing in advance.
- 13.9 Any Employee who is anticipating a new or higher level registration with AHPRA or the acquisition of new professional obligations is encouraged to discuss this with Estia well in advance, to facilitate early discussion about career pathway options.
- 13.10 If an Employee obtains additional qualifications or registrations (eg, AHPRA registration) and this limits the duties they can perform for Estia, they must notify Estia immediately and must not undertake any work that would breach their new obligations..

14 Employee Duties

- 14.1 The primary responsibility of Estia's Employees is to help the organisation deliver safe, high quality care and customer experiences to its residents, which Estia aims to deliver by ensuring Employees at different classification levels work together cooperatively to achieve common objectives. Accordingly, Employees are to comply with any reasonable and lawful direction or requirement to perform duties for which they are "competent" of performing as well as having the skills, experience and qualifications, and where applicable to the classification, current registration with AHPRA, even if those duties would usually be performed by Employees at a different classification level.

14.2 Subject to Clause 14.3, where an Employee is required to perform duties usually associated with a lower classification level, the Employee will remain entitled to the benefits and entitlements associated with their usual, higher classification.

14.3 Dual appointment

A part-time Employee may be employed by Estia in a second part-time position. Each part-time position will be paid at the respective classification and rate of pay applying to that position.

15 Higher Duties

15.1 Where an Employee (other than a Care Director) is required or appointed to perform duties at a higher classification level, the Employee will be entitled to payment at the wage rate for the higher classification for:

- (a) the time so worked for two hours or less on a given day or shift; or
- (b) full day or shift where the time so worked exceeds two hours.

16 Training and Professional Development

16.1 As part of their duties, all Employees may be required to complete training relating to their work including, for example, work health and safety training ("**mandatory training**"). Estia will provide to an Employee, upon request (which may be made at any time during the employment or after termination), a written statement of the hours of mandatory training attended by the Employee. In addition, Estia recognises that Employees registered with AHPRA are required to complete a minimum number of "**CPD**" hours to maintain their registration standards.

16.2 Wherever reasonably practicable, Estia will offer and Employees will complete all mandatory training and CPD "in house", within ordinary rostered hours. Modules may be delivered face to face (at an Employee's Home Base or another site) or via another delivery model, such as e-learning. Estia shall provide a minimum of 12 hours of in-service training per annum to Assistants in Nursing and Personal Care Attendants.

16.3 Estia may also reasonably require Employees to undertake paid mandatory training offsite and/or outside of rostered hours. In such circumstances Estia will pay reasonable travel expenses related to such mandatory training where they are in excess of the Employees usual costs related to attendance at work. Except where it places Estia's compliance at risk, Estia shall provide Employees with two weeks' notice of any requirement to attend mandatory training outside their normal rostered hours.

16.4 Attendance at mandatory training will be paid at the Base Rate, subject to the following:

- (a) Where such training is undertaken during the course of the Employee's ordinary rostered shift (**Ordinary Shift**) – the Employee will be paid, in addition to the Base Rate, any applicable shift or weekend penalty rate (or casual loading in the case of a casual Employee) that is payable on the Ordinary Shift;
- (b) All e-learning will be rostered/undertaken during the Employee's Ordinary Shift.

- (c) For training completed outside of the Employee's ordinary rostered hours - the Employee will be paid a minimum period of 2 hours. In addition to the Base Rate, the Employee will be paid any shift or weekend penalty rate (or casual loading in the case of a casual Employee) that would be applicable to ordinary hours for such attendance;
 - (d) In the case of an AIN, Trainee Enrolled Nurse or Non-nursing Employee, where mandatory training is undertaken outside of the Employee's rostered ordinary hours
 - (i) the first 10 hours per year of such training will be paid in accordance with (c);
 - (ii) any remaining training beyond 10 hours per year will be paid at the applicable overtime penalty rate.
- 16.5 In the case of Employees who must be registered with AHPRA, it remains the responsibility of the Employee to ensure they complete all required CPD to maintain registration standards.. However, where an Employee cannot complete the required CPD during work time, the Employee may apply for paid leave at the Base Rate to cover time spent at CPD. In considering such application, Estia may require proof of attendance and an explanation as to why the Employee was unable to attend CPD during work time.
- 16.6 Where an Employee is concerned that they cannot or may not be able to complete mandatory training or CPD requirements within the timeframes expected by Estia from time to time, the Employee should raise this with their manager at the first available opportunity, to assist the manager identify and respond to any barriers to completion in a timely manner.
- 16.7 In addition to the mandatory training or CPD described above in this clause, where an Employee is undertaking (or wishes to undertake) independent studies relevant to their work, they may apply for up to 3 days paid leave at the Base Rate (pro rata for part time Employees) to attend courses, conferences or examinations, clinical placements or practical training, or complete assignments or required study. Approval will be at Estia's discretion, taking into account factors including:
- (a) the relevance of the studies to Estia's business and the Employee's work;
 - (b) the period of notice between receiving the request and the intended date of the leave.

17 Attendance at Meetings and Fire Drills

- 17.1 Any Employee who is directed to work outside the ordinary hours of work to satisfy the requirements for compulsory fire safety practices (e.g. fire drill and evacuation procedures), shall be entitled to be paid the Base Rate and any shift or weekend penalty rate (or casual loading in the case of a casual Employee) that would be applicable to ordinary hours for such attendance for the actual time spent in attendance at such

practices. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement subject to subclause 17.3.

- 17.2 Any Employee who is required to attend Workplace Health and Safety Committee and/or Board of Management meetings in the capacity of Employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the Base Rate and any shift or weekend penalty rate (or casual loading in the case of a casual Employee) that would be applicable to ordinary hours for such attendance for the actual time spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement subject to subclause 17.3.
- 17.3 In the case of employees classified as an AIN, Trainee Enrolled Nurse or Non-nursing Employee, where such meetings or fire drills are undertaken outside of the Employee's rostered ordinary hours
- (a) the first 10 hours per year of such meetings or fire drills will be paid in accordance with clause 17.1 or 17.2, as applicable;
 - (b) any remaining meetings or fire drills beyond 10 hours per year will be paid at the applicable overtime penalty rate.

18 Arrangement of Ordinary Hours

The ordinary hours for an Employee (other than a casual Employee):

- (a) will not exceed 76 hours per fortnight (or, if otherwise agreed in writing, an average of no more than 38 hours per week for a period not exceeding 4 weeks);
- (b) will not exceed 10 hours per day, exclusive of unpaid meal breaks;
- (c) will be worked continuously on any day or shift (excluding any unpaid meal break or broken shift worked by non nursing employees provided for by this Agreement); and
- (d) in the case of a M-F Day Worker, will not be worked on a weekend, or before 6 am or after 6 pm on any day Monday to Friday.

19 Overtime and Time Off In Lieu

19.1 Overtime is all time worked by an Employee with Estia's approval:

- (a) in the case of a casual Employee – in excess of 10 hours in a day, 38 hours per week or 76 hours per fortnight calculated in accordance with the applicable roster cycle; or
- (b) for other Employees, other than in accordance with clause 18, subject to clause 10.3 for part-time non-nursing Employees;
- (c) calculated per day.

19.2 Instead of the Base Rate, approved overtime worked by a nursing Employee:

- (a) between midnight Sunday and midnight Saturday (ie, Monday – Saturday) is payable at time and a half for the first two hours and double time thereafter; or
- (b) between midnight Saturday and midnight Sunday (ie, Sunday) is payable at double time; or
- (c) at any time on a Public Holiday is payable at double time and a half,
- (d) whichever is the highest applicable rate.

19.3 Instead of the Base Rate, approved overtime worked by a non-nursing Employee:

- (a) between midnight Sunday and midnight Friday (ie, Monday – Friday) is payable at time and a half for the first two hours and double time thereafter; or
- (b) between midnight Friday and midnight Sunday (ie, Saturday and Sunday) is payable at double time; or
- (c) at any time on a Public Holiday is payable at double time and a half,

(d) whichever is the highest applicable rate.

19.4 The applicable overtime rate for casual Employees is calculated on the Base Rate only, not including the casual loading. No casual loading is payable for overtime hours.

19.5 Notwithstanding clause 19.4, the following classifications (as set out in the below table) will be paid overtime rates calculated on the Base Rate with the casual loading paid in addition to the penalty rate. The penalty rates inclusive of the casual loading are set out in the table below.

| <u>Classification</u> | <u>Overtime Monday to Saturday (inclusive)</u> | <u>Overtime Sunday</u> |
|---|--|---|
| Nursing Assistant (Unqualified), Nursing Assistant (Qualified) Nursing Assistant (Studying Nursing) and Nursing Assistant (Senior), Enrolled Nurse (General), Year 5, CCC Year 1 | 175% of the Base Rate for the first two hours and 225% of the Base Rate thereafter | 225% of the Base Rate |
| | <u>Overtime Monday to Friday (inclusive)</u> | <u>Overtime on Saturdays and Sundays</u> |
| Non-nursing Employees | 175% of the Base Rate for the first two hours and 225% of the Base Rate thereafter | 225% of the Base Rate |

19.6 Overtime rates are in substitution for and not cumulative upon the shift penalties prescribed in clause 30 (Weekend, Public Holiday & Shift Penalties).

19.7 Rest period after overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours off duty, or 8 hours by mutual agreement (**Consecutive Hours Off Duty**) between the work of successive days or shifts, including overtime. Such agreement can be made verbally or via shift manager as per clause 24.1.
- (b) An Employee, other than a casual Employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least the Consecutive Hours Off Duty between those times, will be released after completion of such overtime, until they have had the Consecutive Hours Off Duty without loss of pay for ordinary working time occurring during such absence.
- (c) If, on the instruction of Estia, an Employee resumes or continues to work without having had the Consecutive Hours Off Duty, they will be paid at the rate of double time until released from duty for such period. The Employee will then be entitled to be absent until they have had the Consecutive Hours Off Duty without loss of pay for rostered ordinary hours occurring during the absence.

19.8 Overtime will be paid for in accordance with clause 19 subject to the time off in lieu provisions below.

- 19.9 By mutual agreement, an Employee may be compensated for overtime worked by way of time off instead of payment at overtime rates on the following basis:
- (a) time off instead of payment for overtime must be taken at Base Rates within three months of it being accrued – the period of time off that an Employee is entitled to take is equivalent to the overtime payment that would have been made; or
 - (b) where it is not possible for an Employee to take the time off, instead of payment for overtime, within the three month period, or upon the termination of the Employee's employment, Estia will pay the Employee for the overtime at the overtime rate applicable to the overtime when worked; and
 - (c) an Employee cannot be compelled to take time off instead of payment for overtime.

20 Rosters

- 20.1 For each pay period, an Employee's ordinary hours, and daily starting and finishing times are to be published on a roster 14 days but not less than 7 days before the commencement of the period. The roster may be emailed or texted to Employees and/or be made available via a digital time and attendance kiosk rather than posting a paper/hard copy.
- 20.2 Despite clause 20.1, Estia need not display any roster of the ordinary hours of work of casual or relieving staff, and this clause 20 (Rosters) does not apply to these Employees. If work arrangements for these Employees are displayed on a roster, this is for convenience only and does not infer any regular or systematic rostering arrangement for any casual Employee/s.
- 20.3 Prior to publication of the roster for a given pay period, a part time Employee may (but need not) agree to work additional ordinary hours during the period, over and above the Employee's contract hours, noting for non-nursing Employees this shall be in accordance with Clause 10.3.
- 20.4 Once published, an Employee may only change the roster with Estia's approval.
- 20.5 Once published, Estia may only alter an Employee's rostered ordinary hours:
- (a) at the Employee's request; or
 - (b) in the case of a part time Employee, where the only change is the mutually agreed addition of extra hours to be worked; or
 - (c) to enable the functions of the Employee's Home Base to be carried out where another Employee is absent from work due to illness or in an emergency; or
 - (d) otherwise with at least 7 days' notice or payment at overtime rates.
- 20.6 Where an alteration to a roster requires an Employee to work on a day that would have been the Employee's day off, the day off instead will be mutually arranged.

- 20.7 Nothing in this clause prevents Estia from reasonably requiring an Employee to work overtime in addition to rostered ordinary hours.

21 Minimum Shift Length

- 21.1 For each continuous period an Employee is required to work, the Employee shall be engaged or paid for a minimum of:
- (a) 2 hours – for casual Employees; or
 - (b) 4 hours – in all other cases.
- 21.2 For the purposes of this clause, a paid or unpaid meal or tea break does not break the continuity of a period of work.
- 21.3 This clause does not apply to periods of work that form part of a Broken Shift. Broken Shifts are dealt with in clause 23 (Broken Shifts).

22 Meal and Tea Breaks

- 22.1 Subject to this clause, for each period of duty in excess of 5 hours an Employee is entitled to a meal break of between 30 – 60 minutes.
- 22.2 All meal breaks are unpaid unless agreed by Estia. For allowances payable in respect of meals breaks, refer to clause 26 (On Call (during meal break)) and clause 37 (Meal Allowance for Overtime).
- 22.3 In addition to meal breaks, an Employee is entitled to take one 10 minute paid tea break during for each four hours worked. On shifts of 7.6 hours or longer, the Employee and Estia may agree for the Employee to take one 20 minute tea break in lieu of two 10 minute tea breaks.
- 22.4 Wherever practicable taking into account operational requirements, meal breaks and tea breaks are to be taken at mutually agreed times convenient to the Employee and Estia; provided that Employees are to ensure they do not work more than 5 hours without taking a meal break, unless:
- (a) it is reasonably necessary in an emergency;
 - (b) the Employee is appointed to be “in charge” during the shift pursuant to clause 32 (In Charge Allowance), or to remain “on call” during their meal break pursuant to clause 26 (On Call (during meal break)), and it is reasonably necessary to ensure continuity of resident care; or
 - (c) it has been expressly approved or required by the Executive Director or Care Director.
- 22.5 In circumstances where the appointed “in charge” Employee has not able to take a paid break in accordance with clause 22.4 in order to ensure continuity of resident care, the “in charge” Employee will be paid the equivalent amount as compensation for the loss of the paid break in addition to the In Charge Allowance.

- 22.6 Where an Employee does work for more than 5 hours without a meal break of at least 30 minutes, wherever practicable the Employee shall arrange to instead take a meal break at the earliest opportunity and before completion of the shift.
- 22.7 Where an Employee (other than an Employee appointed "in charge" during the shift or "on call" during their meal break) works more than 5 hours without a meal break of at least 30 minutes, the Employee will be entitled to payment at overtime rates for all time worked beyond 5 hours until either completion of the shift or commencing a meal break of at least 30 minutes, whichever is the lesser period.
- 22.8 All claims for overtime rates or allowances arising from meal breaks are to be submitted by the affected Employee through TimeTarget in accordance with clause 27 (Timekeeping and attendance records).

23 Broken Shifts – Non-Nursing Employees Only

- 23.1 Despite clause 22 (Meal and Tea Breaks), an Employee and Estia may mutually agree to work a shift which is broken by an unpaid meal break exceeding 60 minutes (a "**Broken Shift**") provided that:
- (a) the cumulative total of all unpaid meal breaks taken during the broken shift does not exceed 4 hours;
 - (b) a minimum of two hours will be paid for each continuous period of work performed during the broken shift shall; and
 - (c) the span over which ordinary hours are worked is not more than 12 hours calculated from commencement of the broken shift.
- 23.2 Clause 30 (Weekend, Public Holiday & Shift Penalties) applies to Broken Shifts on the basis that each continuous period of ordinary hours worked after a unpaid meal break exceeding an hour's duration shall be treated as though it were a separate shift, except in circumstances where overtime is payable for work of more than 10 hours in a day, in which case only overtime is payable.

24 Rest breaks between shifts

- 24.1 Employees will be entitled to an unpaid rest break of no less than 10 hours between shifts, or 8 hours by mutual agreement (such agreement can be made verbally or via shift manager), including between Broken Shifts.
- 24.2 To facilitate appropriate breaks between shifts, if an Employee works beyond the rostered finishing time of a shift, and is due to commence their next rostered shift within 10 hours after completing work (or within 10 hours after completing a period of overtime), Estia may allow or require the Employee to take time off without loss of ordinary pay before commencing and performing the balance of their next rostered shift.

25 On Call and Call Backs (between shifts)

- 25.1 As Estia operates 24 hour, 7 day a week residential care for its residents, Employees recognise that from time to time it may be reasonable for Estia to require them to attend

work outside rostered hours upon short notice (for example, in the case of resident emergency and/or staff absences). However, Estia will not unreasonably require an Employee to attend work outside their usual or rostered working times, as the case may be.

25.2 To help Estia minimise the need to call in staff on short notice unexpectedly, Estia may agree with or reasonably require an Employee to be “on call” during a period when the Employee is otherwise not rostered or expected to work. Where an Employee is on call pursuant to this clause, then:

- (a) during the on call period, the Employee is to remain contactable at all times, and ready and available to attend work within no more than 1 hour after being called in;
- (b) for being on call, Estia will pay the Employee an allowance at the rate set out in **Schedule 4 – Allowance Rates**;
- (c) if Estia calls the Employee in, where they have been previously notified that they are on call or in circumstances where they have been specifically called back in without having the minimum 10 (or 8 by agreement) hour break between shifts, the Employee will be paid at overtime rates for all hours actually worked during the on call period (with a minimum payment of 4 hours in accordance with clause 21.1(b) above). For clarity, in such circumstances Employees would be paid overtime for such hours worked until they then had a 10 (or 8 by agreement) hour rest break.

25.3 To help Estia identify whether it is reasonable to require an Employee to be on call, or otherwise attend work on short notice, Employees may notify Estia that they are unavailable for extra shifts and/or call backs at specific times (eg, because of child care responsibilities, prior engagements, etc). Notification is to be made using TimeTarget or, if this is not reasonably practicable, in writing to the Employee’s manager.

25.4 This clause does not apply to Employees who are on call during a meal break.

26 On Call (during meal break)

26.1 Estia may agree with or reasonably require an Employee to be “on call” during a meal break. Where an Employee is on call pursuant to this clause, then:

- (a) during the meal break, the Employee is to remain on site at the workplace and contactable at all times, and ready and available to respond to resident needs as and when they arise;
- (b) for being on call during the meal break, Estia will pay the Employee an allowance at the rate set out in **Schedule 4 – Allowance Rates**;
- (c) if the Employee is actually required to respond to resident needs during their break, they will be allowed to complete their break after attending to those resident needs (and will be permitted such extra time off without loss of pay as is required to allow them to have 30 minutes off work in total).

- 26.2 The allowance payable under this clause is intended to fully compensate the Employee for the requirement to be on call during their break, any work performed during their break and/or the inability to have a full 30 minute break (in 1 or more blocks) during their shift. However, where an Employee has not had a break/s during their shift they are able to request in writing that Estia pays them up to 30 minutes (but not less than 15 minutes) at their base rate of pay.

27 Timekeeping and attendance records

- 27.1 Employees are to log in and out of TimeTarget on each day they work.
- 27.2 Where an Employee's actual working hours on a particular day or shift differ from their rostered hours (e.g. because the Employee was required to stay back, was called into work, or arrived late for work), the Employee is to record this in TimeTarget at the earliest available opportunity. For any additional time worked by an Employee beyond their rostered hours, the Employee must write a message to the Executive Director via Time Target explaining the reason for this extra time and this time must be approved by Estia.
- 27.3 Where an Employee has prior approval to complete a module or other paid activity outside the workplace and outside the Employee's ordinary rostered hours, they will be paid for the allocated time for the training in accordance with clause 16.4 .The Employee is to record the actual time worked in TimeTarget as soon as possible after they next return to the workplace. If the Employee is unable to complete the training or activity within the allocated time, the Employee may cease the training or activity beyond the allocated time, and then bring this to the attention of their manager at the first available opportunity (including providing any reasons for the Employee's inability to complete the training or activity within the allocated time).
- 27.4 Any issues with pay are to be submitted by the affected Employee in writing (via email) to the on-site Administration Officer (however titled) and/ or to the Employee's manager as soon as practicable. Estia is to respond to claims for payment for extra hours relating to 1 pay period within 1 week, or when the claim is relating to more than 1 pay period as soon as practicable, and within 4 weeks after receiving the claim either:
- (a) by paying for the hours; or
 - (b) otherwise, by confirming in writing that the claim has not been approved, including providing reasons.

28 Pay rates and casual loading

28.1 All hours worked by an Employee in accordance with this Agreement are payable at the appropriate ordinary hourly rates ("**Base Rates**") set out in **Schedule 3 - Base Rates of Pay** except to the extent this Agreement specifies that overtime rates are payable instead, or that a penalty, loading or allowance applies in addition.

28.2 Subject to clause 30 (Weekend, Public Holiday & Shift Penalties), casual Employees are entitled to a loading of 25% of the appropriate Base Rate for all ordinary hours worked, in addition to any shift penalty applying to those hours. Where a shift penalty is payable in addition to the casual loading, each entitlement is calculated separately on and added to the Base Rate. For example:

| | | |
|--|------|----------|
| If the Base Rate (per hour) is: | \$20 | ie, 100% |
| the casual loading is: | \$5 | ie, 25% |
| and if another 15% penalty applies, you add another: | \$3 | ie, 15% |
| So the total payment for the hour is: | \$28 | ie, 140% |

29 Care Directors

29.1 The following provisions of this Agreement do not apply to Care Directors:

- (a) sub-clause 15 (relating to higher duties);
- (b) sub-clauses 25.2(b) and 26.1(b) (relating to work during meal breaks and on call allowances);
- (c) clause 30 (Weekend, Public Holiday & Shift Penalties);
- (d) clause 19 (Overtime and Time Off In Lieu); and
- (e) Part 5 (Allowances).

30 Weekend, Public Holiday & Shift Penalties

30.1 Where more than one penalty in this clause 30 (Weekend, Public Holiday & Shift Penalties) could apply to the same time worked, only the highest applicable penalty is payable.

30.2 For the purpose of clarity in regard to clause 30.1 above, the penalties in this clause:

- (a) only apply to ordinary hours actually worked, not overtime hours, periods of leave or periods of absence because of a Public Holiday, RDO or ADO; and
- (b) apply in addition to the Employee's Base Rate; and

(c) for casual Employees:

- (i) apply in addition to the casual loading in sub-clause 28.2 (in the case of the shift penalties in sub-clauses 30.3, 30.4, 30.5 and 30.6).
- (ii) apply in lieu of the casual loading in sub-clause 28.2 (in the case of the weekend and public holiday penalties set out in sub-clauses 30.7 and 30.8, 30.9), subject to the following:

| <u>Classification</u> | <i>ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading set out below, of their Base Rate for the hours worked during this period</i> | <i>ordinary hours between midnight Saturday and midnight Sunday, all employees will be paid a loading set out below, of their Base Rate for the hours worked during this period</i> |
|---|--|---|
| Nursing Assistant (Unqualified), Nursing Assistant (Qualified) Nursing Assistant (Studying Nursing) and Nursing Assistant (Senior), Enrolled Nurse (General), Year 5, CCC Year 1 | <u>84%</u> | <u>115%</u> |
| Enrolled Nurse (Medication Competent); CNC/CNE Years 3 and 4; CCC Years 2 and 3; and CD Years 1 and 2. | <u>57%</u> | <u>83%</u> |
| <ul style="list-style-type: none"> • All other nursing classifications • Non-nursing classifications (subject to the arrangements set out at clause 30.2(c)(iii)) | <u>50%</u> | <u>75%</u> |

- (iii) notwithstanding clause 30.2(c)(ii), for non-nursing Employees, apply in addition to the casual loading in sub-clause 28.2, (in the case of the weekend and public holiday penalties set out in sub-clauses 30.7 and 30.8, 30.9) effective from the first full pay period on or after 1 July 2020.

30.3 Early Start Penalty: For all ordinary hours worked on any shift commencing at or after 4 am but before 6 am, Employees are entitled to a loading of 10% of their Base Rate.

30.4 Late Morning Penalty: For all ordinary hours worked on any shift commencing at or after 10 am but before noon, Employees are entitled to a loading of 10% of their Base Rate.

30.5 Afternoon Penalty: For all ordinary hours worked on any shift commencing at or after noon but before 4 pm, Employees are entitled to a loading of 12.5% of their Base Rate.

- 30.6 **Evening Penalty:** For all ordinary hours worked on any shift commencing at or after 4 pm but before 4 am, Employees are entitled to a loading of 15% of their Base Rate.
- 30.7 **Saturday Penalty:** For all ordinary hours worked on Saturday (ie, between midnight Friday and midnight Saturday), Employees are entitled to a loading of 50 % of their Base Rate.
- 30.8 **Sunday Penalty:** For all ordinary hours worked on Sunday (ie, between midnight Saturday and midnight Sunday), Employees are entitled to a loading of 75% of their Base Rate.
- 30.9 **Public Holiday Penalty:** For all ordinary hours worked on a Public Holiday, Employees are entitled to a loading of 150% of their Base Rate. Alternatively, if the Employee elects, the Employee will be paid half-time extra (50%) for all time worked in addition to their Base Rates and have one ordinary working day added to the period of annual leave ("**Additional Leave**"). This Additional Leave:
- (a) shall not attract the annual leave loading detailed in clause 47.8(a); and
 - (b) shall be nominated in writing by the Employee, prior to the day that the Employee works the particular public holiday, to be treated as an Additional Leave day. If an Employee does not make such a nomination to Estia then Estia will pay the public holiday with the full 150% loading at the applicable time.
- 30.10 See also clause 57 (Public Holidays) relating to other entitlements associated with Public Holiday.

31 On Call Allowances

31.1 On call allowances are set out in sub-clauses 25.2(b) and 26.1(b).

32 In Charge Allowance

32.1 An RN who is designated by Estia on the roster to be “in charge” during a given shift will, in addition to their usual duties, be responsible during the shift for ensuring an appropriate level of care is provided by Estia’s staff to a particular group of residents.

32.2 For an “in charge” shift, an RN will be entitled to the appropriate allowance specified in **Schedule 4 – Allowance Rates**, determined by the number of residents for whose care the RN is designated in charge.

33 Medication Shift Allowance (AINS and PCA’s only)

33.1 AINs and PCA’s who are not expressly appointed to medication shifts will not be responsible for assisting RNs with the administration of medications to residents.

33.2 Employees will not be eligible for appointment to medication shifts on the roster unless Estia is satisfied they are competent to perform the duties required.

33.3 Where an AIN or PCA is appointed on the roster and required by Estia to assist RNs with the administration of medications on a particular shift, the Employee is entitled to the appropriate allowance specified in **Schedule 4 – Allowance Rates** for ordinary hours worked during the shift.

34 Uniform and laundry allowances

34.1 Employees required by Estia to wear uniforms will be supplied with an adequate number of Estia uniform items appropriate to the occupation, in serviceable condition, free of cost to Employees. Such items are to remain the property of Estia and be laundered and maintained by Estia free of cost to the Employee.

34.2 Upon request by an Employee, Estia will replace as soon as practicable and free of charge any items of uniform issued to the Employee that are no longer in serviceable condition as a consequence of ordinary wear and tear, or accidental damage. Alternatively, Estia may permit an Employee to wear a suitable item of non-uniform instead of the uniform item.

34.3 Instead of the provision of such uniforms, Estia may pay such Employee a uniform allowance at the rate specified in **Schedule 4 - Allowance Rates** for a maximum 38 hours per week.

34.4 Instead of laundering and maintaining such uniforms, Estia may pay such Employee a laundry allowance at the rate specified in **Schedule 4 – Allowance Rates** for a maximum 38 hours per week.

- 34.5 The uniform allowance will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. The rate of payment during the leave period will be the average of the weekly uniform allowances paid to the Employee during the four weeks immediately preceding the taking of leave.
- 34.6 The laundry allowance is not payable during absences on paid or unpaid leave.
- 34.7 Where Estia requires an Employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an Employee, Estia must reimburse the Employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by Estia.

35 Tool Allowance (Chefs and Cooks)

- 35.1 A tool allowance as set out in **Schedule 4 – Allowance Rates** for the supply and maintenance of tools will be paid per week to chefs and cooks who are not provided with all necessary tools by Estia.

36 Motor Vehicle Allowance

- 36.1 An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance as set out in **Schedule 4 - Allowance Rates** per kilometre.

37 Meal Allowance for Overtime

- 37.1 Where an Employee is required to work more than one hour of overtime after their rostered finishing time, Estia will either supply the Employee with a meal, or pay the Employee an allowance as set out in **Schedule 4 – Allowance Rates**, provided that where such overtime work exceeds four hours the further meal allowance set out in **Schedule 4 – Allowance Rates** will be paid.

38 Nauseous Linen Allowance – Non nursing classifications only

- 38.1 Where a Non Nursing Employee is engaged in handling linen of a nauseous nature other than linen sealed in air tight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such an Employee in such classification, they will be paid an allowance as set out in **Schedule 4 – Allowance Rates**. Any Employee who is entitled to be paid an allowance the amount set out in Schedule 4 for each hour worked.

39 Continuing Education Allowance (Nursing classifications only)

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

- (b) The allowance is not payable to Care Directors unless it can be demonstrated to the satisfaction of Estia that more than fifty per cent of the Employee's time is spent doing clinical work.
- (c) The allowance is not payable to Clinical Nurse Consultant or Clinical Care Coordinator.
- (d) A registered nurse or enrolled nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- (e) The Employee claiming entitlement to a continuing education allowance must provide evidence to Estia that they hold that qualification.
- (f) A registered nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by Estia as being directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the hourly amount set out in **Schedule 4 – Allowance Rates**.
- (g) A registered nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by Estia as being directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance in set out in **Schedule 4 – Allowance Rates**.
- (h) A registered nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by Estia as being directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in **Schedule 4 – Allowance Rates**.
- (i) An enrolled nurse who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by Estia as being directly relevant to the competency and skills used by the enrolled nurse in carrying out the duties of the position shall be paid the weekly allowance set out in **Schedule 4 – Allowance Rates**.
- (j) Payment of the applicable allowance shall be from the first pay period on or after evidence of the relevant qualification is submitted to Estia (including where the Employee submits evidence of the qualification as part of the recruitment process) or the date the qualification is obtained, whichever is the latter.
- (k) The allowances set out in sub-clauses 39 (f), (g), (h) and (i) are not included in the Employee's Base Rate and do not constitute part of the all-purpose rate.
- (l) A registered nurse or enrolled nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.

40 Work related expenses

- 40.1 Subject to prior approval by Estia, expenses reasonably incurred by Employees in the proper performance of their duties (and which are not provided for in **Part 5 - Allowances**) will be reimbursed by Estia, provided the Employee provides satisfactory evidence of the amount and reason for the expense within 3 months after it has been incurred. For goods and services attracting GST, satisfactory evidence shall be a compliant tax receipt for the expense.
- 40.2 Without limiting clause 40.1, when an Employee is involved in travelling on duty, if Estia cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Estia (other than expenses that exceed those for any mode of transport, meals or the standard of accommodation agreed with Estia for this purpose).
- 40.3 Where an Employee has completed at least 5 years continuous service with Estia, Estia will pay or reimburse the Employee for the cost of any further police checks that are required to be eligible for continuing employment with Estia.

41 Payment of wages

- 41.1 Wages must be paid fortnightly in arrears unless otherwise mutually agreed up to a monthly maximum period.
- 41.2 Employees will be paid by cash, cheque or electronic funds transfer, as determined by Estia, into the bank or financial institution account nominated by the Employee in writing.
- 41.3 Estia will not be held liable for any event outside its control which causes delay between processing of wages and the time those wages are received by the Employee.
- 41.4 Estia will issue a pay slip for each pay period that is compliant with the Act and, in addition, shows the Employee's accrued annual leave balance, ADOs, paid personal/carer's leave and TOIL as at the end of the pay period to which it relates. Where an Employee has completed 10 years of service, the pay slip will also show the Employee's accrued long service leave balance as at the end of the pay period to which it relates.

42 Underpayments of Wages

- 42.1 Where an Employee believes they have been underpaid all or part of their pay on any occasion, they are to raise the matter immediately with their supervisor in accordance with clause 27 (Timekeeping and attendance records).
- 42.2 Estia will rectify any verified error as soon as practicable and will aim for this to be within 5 days of the error being raised.

43 Overpayment of Wages

- 43.1 Where an Employee believes they have been overpaid on any occasion, they are to raise the matter immediately with their supervisor.
- 43.2 Verified overpayments are repayable to Estia, provided that Estia will review and verify the extent of any overpayment as soon as practicable after notification, and then discuss with the Employee the options available to rectify the error. It is the expectation of Estia that such overpayments are to be repaid in a reasonable timeframe but without causing the Employee real financial hardship.
- 43.3 Following discussion with the affected Employee:
- (a) Estia may require the Employee to repay the overpayment, in accordance with and subject to any agreed written repayment plan; or
 - (b) the Employee may authorise Estia in writing to deduct some or all of the overpayment liability from wages otherwise due to the Employee;
 - (c) the amount of the overpayment may be offset against and applied to satisfy an equivalent amount of future pre-tax earnings (eg, penalty rates or allowances) to which Employee would otherwise become entitled to under this Agreement.
- 43.4 For clarity subclauses 43.3(b) and 43.3(c) apply to the extent permissible by law and subject to such written authorisation or confirmation as may be required.

44 Superannuation

- 44.1 Estia will pay compulsory superannuation contributions to Employees, in accordance with and subject to Superannuation legislation (ie, currently at the rate of 9.5%, subject to the statutory minimum and maximum contribution base).
- 44.2 Voluntary superannuation contributions may be made from either pre-tax or after-tax remuneration in accordance with the Salary Sacrifice clause below.
- 44.3 For the purposes of superannuation payments, Employees may nominate a complying superannuation fund that offers a MySuper product. In the absence of a complying nomination, Estia will direct superannuation payments to its default fund, being HESTA (ABN: 64 971 749 321). The default fund offers a MySuper product.

45 Salary sacrifice (Superannuation only)

- 45.1 Subject to compliance with applicable taxation laws and a written agreement in accordance with subclause 45.2, an Employee may agree with Estia to:
- (a) sacrifice pre-tax entitlements under this Agreement in return for additional superannuation contributions; and/or
 - (b) direct after-tax payments under this Agreement to a superannuation fund to supplement Estia's superannuation contributions.

- 45.2 An agreement to sacrifice salary to superannuation must be in writing, signed by the Executive Director, or his or her nominee from time to time on behalf of Estia, and will be subject to the conditions set out in the agreement. The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice agreement was not in place.
- 45.3 In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, Estia will advise the Employee concerned. The salary sacrifice contribution agreement will be terminated or amended to comply with such laws.
- 45.4 For abundant clarity, nothing in this Agreement extinguishes or amends any existing salary sacrifice agreement between an individual Employee and Estia.

46 Summary of Leave Entitlements

46.1 This clause provides a summary of the leave amounts provided by legislation, or by this Agreement. More information about leave entitlements is set out in the following clauses in this **Part 7 – Leave and Public Holidays**.

| Type | Paid/ Unpaid | Amount | Casuals eligible? |
|--|-----------------|--|---|
| Annual Leave (shiftworkers) | Paid | 5 weeks per year of service | No |
| Annual Leave (others) | Paid | 4 weeks per year of service | No |
| Personal/carer's leave | Paid | As per the NES. The NES presently prescribes 10 days of paid personal/ carer's leave for each year of service with his/ her employer. | No |
| Carer's leave | Unpaid | Up to 2 days per occasion | Yes (unpaid) |
| Compassionate leave | Paid | Up to 2 days per occasion Where an Employee's spouse or de facto partner dies, the Employee, in lieu of the entitlement set out clause 50.3, is entitled to 10 days' compassionate leave. | Yes (unpaid) |
| Other reasonable or unavoidable absence, eg: - natural disaster leave - domestic abuse leave | Paid | Up to 3 days per calendar year | Yes (unpaid) |
| Parental leave | Unpaid | Up to 12 months for a parent responsible for the child's care, or up 24 months per Employee couple. Extensions to unpaid leave operate in accordance with the Act. | Yes (unpaid) - if a long term casual |
| Long Service Leave | Paid | 2 months for initial 10 years of service | Yes - if continuous service |

| | | | |
|--|-----------------------------------|---|---------------------|
| Jury Service Leave | Paid | Up to 10 days per occasion | Yes (unpaid) |
| Other Community Service Leave (incl. extra jury service leave) | Unpaid | A reasonable period – subject to the provisions in the Act | Yes (unpaid) |
| Aboriginal Ceremonial leave | Unpaid | Up to 10 days per year | Yes (unpaid) |
| Study leave | Paid | Up to 3 days paid with approval, and as reasonably required to complete CPD | Yes (unpaid) |
| Representative's leave | Paid | Up to 6 days per Estia Home per calendar year (being 3 days for each union) | No |
| Other/special leave | Paid or Unpaid | By approval | Yes – by approval |
| Family and domestic violence leave | Paid (5 days) and Unpaid (5 days) | Up to 5 days paid and 5 days unpaid per year | Yes (5 days unpaid) |

47.1 This clause 47 does not apply to casual Employees.

47.2 Annual leave is provided for in the NES.

(a) All Employees, excluding casual Employees, will be entitled to four weeks' annual leave in accordance with the Act.

(b) Additional Annual Leave for shift workers

In addition to the annual leave set out at clause 47.2(a), a shift worker (as defined herein) is entitled to an additional week of annual leave. A shift worker is defined, for the purposes of the NES and this clause, as an Employee who;

(i) Is regularly rostered to work their ordinary hours outside the ordinary hours of work as prescribed for a M-F Day Worker as defined in **Schedule 1 – Dictionary**; and/ or an Employee who works for more than four ordinary hours on 10 or more weekends. Weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week; or

(ii) In the case of nursing Employees only, an Employee who is regularly rostered to work over seven days of the week; and regularly works on weekends.

47.3 To avoid any doubt, clause 47.2(b) means that a nursing Employee is a shiftworker and entitled to the additional one week of annual leave, where the Employee meets the definition set out at either 47.2(b)(i) or (ii).

47.4 Requests for annual leave should be submitted as early as practicable for consideration and, where appropriate, approval by Estia. Subject to clause 47.5, paid annual leave may be taken for a period agreed between the Employee and Estia. Estia will not unreasonably refuse to agree to a request by the Employee to take paid annual leave. Estia may, at its discretion, approve the taking of annual leave in advance of its accrual.

Direction to take Annual Leave

47.5 Notwithstanding the provisions of clause 47.4, Estia may direct an Employee to take a period of annual leave in accordance with this subclause. Where an Employee has accrued more than 8 weeks paid annual leave, (10 weeks in the case of shift workers as defined in this clause), such Employee has accrued excessive annual leave (**Excessive Leave**).

47.6 Where an Employee has accrued Excessive Leave, Estia may engage in discussions with the Employee to:

(i) schedule leave within an agreed upon time; or

(ii) cash out an agreed portion of the Employee's leave entitlement (subject to clause 48).

47.7 If an agreement cannot be reached in accordance with clause 47.6, Estia may require the Employee to take such leave at a time directed by Estia. The direction to take such leave will be provided by Estia to the Employee in writing, provided that any such direction by Estia for an Employee to take a period of annual leave must:

- (a) not occur until Estia has afforded the Employee a reasonable opportunity to submit a leave plan to reduce their annual leave balance. Estia will not unreasonably refuse to agree to a leave reduction plan which includes for example saving leave for an extended holiday within 12 months of the date of agreement;
- (b) relate to a minimum period of leave of one week;
- (c) provide at least 8 weeks' notice; and
- (d) ensure the Employee maintains at least 6 weeks' annual leave, unless agreed otherwise by the Employee.

47.8 In addition to the Employee's Base Rate, for all annual leave taken (including payment in lieu upon termination of employment, or when accrued annual leave is cashed out):

- (a) M-F Day Workers will be entitled to a loading of 17.5% of the applicable Base Rate; and
- (b) 24/7 Roster Workers will be entitled to a loading equal to the greater of:
 - (i) 17.5% of the applicable Base Rate; or
 - (ii) the weekend and shift penalties that the Employee would have received in accordance with their Master Roster had they not been on annual leave during the relevant period.

48 Cashing out annual leave

48.1 Accrued annual leave may be cashed out, subject to the conditions in this clause.

48.2 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 four weeks.

48.3 Each cashing out of a particular amount of paid annual leave is subject to approval by Estia and must be by a separate agreement in writing between the Employee and Estia.

48.4 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.

49 Purchased Additional Leave (PAL)

49.1 Estia may offer permanent Employees the opportunity to "purchase" an additional one week of leave each year in exchange for a proportional reduction of 1.92% to their salary over 12 months and within each financial year and at the relevant time the leave is taken it will be treated as leave without pay (for the purposes of leave accruing during the period that PAL is taken).

49.2 An Employee wishing to purchase additional leave must enter into a written agreement with Estia which shall include:

- (a) an election at the beginning of each financial year (i.e at 1 July each year);
 - (b) agreement that there will be a deduction from the Employee's wages each fortnight equivalent to 1.92% of their salary calculated at the outset of the agreement; and
 - (c) authority for Estia to withhold an amount of money, from any monies owing to Estia for PAL taken but not accrued by the final pay within the financial year or at termination.
- 49.3 All accrued annual leave entitlements shall be exhausted before the Employee's PAL can be accessed.
- 49.4 PAL will be paid at the hourly rate that was applicable when the written PAL agreement was made
- 49.5 All PAL must be used within each financial year (i.e. by the next 30 June each year after the 1 July election). If any PAL is not used by the final pay within the financial year, or the Employee wishes to cease the arrangement, the unused PAL (which has been already deducted from the Employees' wages) will be cashed out and paid to the Employee.
- 49.6 Superannuation entitlements will be calculated on the pre-reduction salary and is not payable on PAL. Leave loading does not apply to PAL.

50 Personal/Carer's and Compassionate Leave

- 50.1 Employees are entitled to personal/carers and compassionate leave in accordance with the provisions of the NES, subject to the requirements set out in this clause.
- 50.2 Employees (excluding casual Employees) are entitled to accrue paid personal/carers leave in accordance with the NES. The NES presently prescribes 10 days of paid personal/ carer's leave for each year of service with his/ her employer.
- 50.3 An Employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a threat to his or her life; or
 - (c) dies
- 50.4 Where an Employee's spouse or de facto partner dies, the Employee, in lieu of the entitlement set out clause 50.3, is entitled to 10 days' compassionate leave.
- 50.5 The compassionate leave entitlement for Employees (excluding casual Employees) is paid at the Base Rate.
- 50.6 Casual Employees have no entitlement to paid personal/carers leave. A casual Employee is entitled to

- (i) compassionate leave in accordance with the above. The entitlement for casuals is unpaid; and
- (ii) unpaid carer's leave in accordance with the NES.

50.7 Estia may (but need not) require written evidence confirming an Employee's eligibility to take paid or unpaid personal/carer's leave, or compassionate leave within a reasonable time after being notified of an Employee's absence, wherever:

- (a) the absence is for 2 or more consecutive days, or occurs on or immediately before or after a Public Holiday, RDO, ADO or a day upon which the Employee was due to take pre-approved leave (such as annual leave);
- (b) the Employee has already taken at least 3 days of personal/carer's leave during the preceding 12 months; or
- (c) at any other time when Estia holds a reasonable suspicion that the Employee does not have a valid reason to take the leave.

50.8 For the purposes of this clause, the written evidence shall be either:

- (a) a medical certificate issued by a medical practitioner, confirming that the Employee is not fit for their usual duties during the period; or
- (b) in the case of carer's leave or compassionate leave, or if it is not reasonably practicable for the Employee to provide a medical certificate, a statutory declaration executed by the Employee confirming and detailing the grounds upon which they have (or had) a valid reason to take the leave; or
- (c) if it is not possible to provide a medical certificate, any other written evidence that would satisfy a reasonable person, which may include a statutory declaration.

50.9 Any leave which has already been taken but for which evidence required pursuant to this clause has not been provided will be processed as unpaid leave.

51 Other reasonable or unavoidable absences

51.1 Estia will approve an Employee's absence from work whenever it would not be reasonable to expect an Employee to attend work because of:

- (a) an unexpected natural disaster, storm or significant emergency affecting their property, **immediate family** or means of transport to or from work; or
- (b) a threatened or actual episode of domestic/family violence or abuse (whether physical or not) affecting the Employee or their **immediate family**.

51.2 The definition of 'family violence' is as stipulated in the *Family Violence Protection Act 2008* (Vic) and is as follows:

- (a) Family violence is

- (i) behaviour by a person against a family member of that person if that behaviour
 - (1) is physically or sexually abusive; or
 - (2) is emotionally or psychologically abusive; or
 - (3) is economically abusive; or
 - (4) is threatening; or
 - (5) is coercive; or
 - (6) in any other way controls or dominates the family member and causes that person to feel fear for their safety or wellbeing or that of another person; or
- (ii) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in subclause (i).

51.3 In relation to an Employee accessing the entitlements provided for by this clause, Estia may require evidence from an Employee that the Employee is experiencing family violence. Proof of family violence may be in the form of an agreed document issued by the Police, a Court, a Doctor, district nurse, maternal and health care nurse or a Family Violence Support Service or Lawyer. All personal information concerning family violence will be kept confidential in accordance with relevant privacy legislation.

51.4 An Employee seeking approval for leave pursuant to this clause should make the request as soon as reasonably practicable (which may be at a time after the absence has commenced). The request may either be made to the Employee's direct manager, to the manager's manager, or directly to any member of Estia's human resources team. Before approving the absence, Estia may require evidence that would satisfy a reasonable person of the circumstances giving rise to the request. For the avoidance of doubt, such evidence does not include a statutory declaration.

51.5 Estia will not unreasonably refuse a request to pay an Employee for up to 5 days' absence per calendar year (which does not accumulate from year to year) where the absence is either:

- (a) approved in accordance with sub-clause 51.1 above; or
- (b) approved in advance, in order to allow the Employee to attend legal proceedings, police interviews, medical or counselling services or other reasonable activities arising from domestic violence or abuse affecting the Employee or their immediate family.

51.6 Contact Person

- (a) Estia 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. The nominated contact person will be trained in relation to family and domestic violence and privacy issues relevant to the workplace.

- (b) An Employee experiencing family and domestic violence may raise the issue with the nominated contact person, their immediate supervisor, Health and Safety Representatives or their union delegate/representative.

51.7 Individual Support

- (a) In order to provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, Estia will consider requests for changes to their working conditions and arrangements when received from an Employee experiencing family and domestic violence.
- (b) An Employee who is experiencing family violence will also be entitled to access personal / carer's leave if time off work is required to:
 - (i) attend medical or legal appointments;
 - (ii) attend court;
 - (iii) attend counselling;
 - (iv) move to a new house / accommodation; or
 - (v) for other purposes aimed at preventing family violence.
- (c) The entitlement in clause 51.7(b) is separate and in addition to the 5 days' paid entitlement provided for by clause 51.1 and 51.5.
- (d) An Employee will also be entitled to take up to 5 days' unpaid leave to deal with family and domestic violence. This period will be available in full at the start of each 12 month period of employment; does not accumulate from year to year; and is available to all Employees (full time, part time and casual). This leave can be accessed where the Employee is experiencing family and domestic violence and must do something to deal with the impact of family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.
- (e) An Employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to care for children.
- (f) An Employee that discloses to the nominated contact person or their supervisor that they are experiencing family and domestic violence will also be offered assistance through the Employee Assistance Program (EAP).

52 Long service leave

52.1 An Employee's entitlement to long service leave will be in accordance with section 113 of the Act. Therefore,

- (a) if there are applicable award-derived long service leave terms in relation to an Employee, the Employee is entitled to long service leave in accordance with those terms (Award – Derived Term);
- (b) if there is no applicable Award- Derived Term, the Employee is entitled to long service leave in accordance with *Long Service Leave Act 1955* (NSW) as amended or replaced.

53 Aboriginal ceremonial leave

53.1 With Estia's approval in advance, an Employee who is required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year.

54 Study / Professional Development Leave

54.1 Arrangements for professional development leave are provided in clause 16 (Training and Professional Development) above.

55 Union Representative's Leave

55.1 With Estia's approval:

- (a) a union representative; or
- (b) another Employee who has been validly appointed as an Employee bargaining representative for a current or future enterprise bargaining process;

will be released from work to attend activities (eg, training or meetings) directed to the enhancement of a more productive, aware, cooperative and harmonious workplace environment.

55.2 Approval to take leave in accordance with sub-clause 55.1 is subject to the following:

- (a) at least 2 weeks' notice must be provided in advance;
- (b) a maximum of 3 days leave is available per representative in each Estia Home per calendar year on the following basis:
 - (i) 3 days for representatives of the NSWNMA; and
 - (ii) 3 days for representatives of the HSU.
- (c) upon request, a union representative is to provide a letter from their union confirming their status as an authorised officer of the union;
- (d) Estia shall not unreasonably refuse a request for leave under this clause; and
- (e) upon request, the union will provide Estia with an email explaining what the nature and purpose of the leave requested for the union representative leave is.

56 Special/Other Leave

- 56.1 All other leave, being community service leave (whether paid or unpaid) shall be in accordance with and subject to the NES, or otherwise subject to approval at Estia's discretion.

57 Public Holidays

- 57.1 M-F Day Workers are entitled to be absent from work on a Public Holiday without loss of pay.
- 57.2 Subject to the Act, those covered by this Agreement, acknowledge that the nature of Estia's business means:
- (a) it is reasonable for Estia to request or roster Employees to work on Public Holidays;
 - (b) it will not usually be reasonable for an Employee to refuse to work on a Public Holiday unless Estia has agreed with the Employee in writing that the Employee shall not be required to work on Public Holidays or particular Public Holidays.
- 57.3 Employees may request not to work on a Public Holiday if they have a valid reason and provide reasonable notice. In considering any such request, Estia may require evidence of the reason.
- 57.4 Payment for work performed on Public Holidays shall be in accordance with **Part 4 – Hourly Rates of Pay, Penalties & Loadings**.
- 57.5 A full time 24/7 Roster Worker whose rostered day off falls on a Public Holiday shall be paid 7.6 hours at the Base Rate.
- 57.6 A part time 24/7 Day Roster Worker who is rostered off on a Public Holiday they would ordinarily work will be paid the Base Rate for their ordinary hours for that day.

58 Matters relating to parental leave, including return to work supplement

- 58.1 Where a permanent Employee is taking unpaid parental leave pursuant to the NES, Estia shall allow them to work agreed "keeping in touch" shifts (subject to availability) during the parental leave period, on the following basis:
- (a) any shifts worked count as service, will be paid for at the appropriate hourly rates (including any shift penalties, allowances and/or applicable overtime) and will accrue leave;
 - (b) agreeing to work such shifts shall not change the Employee's pre-parental leave employment status or the effect of the return to work guarantee in the Act (eg, if the Employee was full time before taking parental leave, the return to work guarantee remains based on that full time status); and
 - (c) any shifts worked will neither break the continuity of the parental leave period nor extend the parental leave period.

- 58.2 Where an Employee has taken a period of unpaid parental leave of at least 6 months, during which they were the primary care giver for the child, upon ending the parental leave and returning to work with regular hours of at least 15 hours per week, Estia shall allow the Employee, either:
- (a) up to 15 hours per week paid absence from work per week, for 10 weeks; or
 - (b) payment of a childcare support supplement per week for 10 weeks, equal to 15 times the Employee's hourly Base Rate; or
 - (c) any agreed combination of (a) and (b).
- 58.3 Where an Employee was employed part time prior to taking the relevant period of parental leave, the entitlement in this clause 58 shall be pro rata based on the Employee's part time hours prior to taking parental leave compared to full time ordinary hours.
- 58.4 Where an Employee wishes to receive the benefit in this clause by taking paid absences from work in accordance with 58.2(a), the Employee is to notify Estia of this election in writing at least 6 weeks before the Employee's return from parental leave.

59 Ending employment (during probation period)

- 59.1 Where an Employee is serving a probationary period, either party may end the employment by giving the other party 1 weeks' notice in writing.
- 59.2 Alternatively, Estia may terminate the employment with less than 1 weeks' notice, as long as it pays the Employee the difference in pay between the notice period actually given (if any) and a week's pay (as if the full notice period had been given).

60 Ending employment (after probation period)

- 60.1 This clause 60 does not apply to casual Employees or Employees serving a probationary period.
- 60.2 An Employee may resign from their employment by giving Estia:
- (a) for a Care Director – 4 weeks' notice in writing; or
 - (b) for all other Employees - the appropriate period of notice in writing as provided by the table in 60.3, provided that Employees aged over 45 need only give the same notice as Employees aged 45 years and under.
- 60.3 Estia may terminate the employment by giving the Employee:

| Period of continuous service served prior to giving notice | Notice period (Employee aged 45 years and under) | Notice period (Employee aged over 45) |
|---|---|--|
| Not more than 1 year | 1 week | 1 week |
| More than 1 year, but not more than 2 years | 2 weeks | 2 weeks |
| More than 2 years, but not more than 3 years | 2 weeks | 3 weeks |
| More than 3 years, but not more than 5 years | 3 weeks | 4 weeks |
| More than 5 years | 4 weeks | 5 weeks |

- 60.4 Alternatively, Estia may terminate the employment of an Employee by giving the Employee less notice than would otherwise be required by clause 60.3, as long as it pays the Employee the difference in pay between the notice period actually given (if any) and the Employee's full rate of pay for the notice period specified in clause 60.3 (as if the full notice period had been given). The full rate of pay for the purposes of this provision is in accordance with s. 18 of the Act and includes any applicable loadings, penalty rates or monetary allowances.
- 60.5 Estia may terminate the employment of an Employee for Serious Misconduct at any time without notice.

61 Ending employment (other matters)

- 61.1 Termination payments are to be processed as soon as practicable on or after the termination date and no later than 4 business days after the termination (provided that this clause shall not apply where the date of termination is not reasonably able to be identified by Estia at the relevant time, for example, where an Employee abandons their employment).
- 61.2 If an Employee resigns without giving the required notice in advance, Estia will only be required to pay the Employee for the period up to and including their last day worked. Further, in accordance with the requirements of the Act, Estia may withhold from any payment due to the Employee on termination an amount equal to the Employee's full pay for the period of notice not given.
- 61.3 Without limiting Estia's right to issue lawful and reasonable directions generally, during part or all of any notice period (whether notice has been given by Estia or by the Employee), Estia may require the Employee to:
- (a) perform special duties instead of their usual work (eg, handover duties); and/or
 - (b) not attend or perform work; and/or
 - (c) deal with or refrain from dealing with Estia's property, staff, funding bodies and other stakeholders in a manner specified by Estia.
- 61.4 Untaken accrued annual leave will be paid on termination with a loading as set out at clause 47.8 of the Agreement

62 Job search entitlement

- 62.1 If Estia issues notice of termination of employment to a permanent (part-time or full-time) Employee, the Employee may take up to one day of time off without loss of pay for the purposes of seeking other employment.
- 62.2 An Employee wishing to take time off in accordance with this clause must consult with Estia about convenient times and days and obtain Estia's approval in advance of any absence.
- 62.3 As a condition of paying for the time off, Estia may require evidence to confirm the nature of the job search activities undertaken by the Employee during the time off.
- 62.4 An Employee will not be entitled to any time off pursuant to this clause 62 if they have already accepted an offer of alternative employment (whether with Estia or another employer).

63 Redundancy pay

- 63.1 In accordance with section 119 of the Act, redundancy occurs where Estia no longer requires the job the Employee has been doing to be performed by anyone, except where this is due to the ordinary and customary turnover of labour.

63.2 Pursuant to section 119, the below table provides an Employee's entitlement to redundancy pay (calculated at the Base Rate).

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

63.3 Long service leave entitlements provide the rationale for diminishing the redundancy pay entitlement for employees who have a period of 10 years' continuous service or greater.

63.4 An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. If so, the Employee is entitled to receive the redundancy pay and payment for the balance of the notice period that they would have received had they remained in employment until the expiry of the notice period, but is not entitled to payment instead of notice in circumstances where the Employee leaves without working out their notice period.

64 Redeployment because of redundancy

64.1 Where Estia requires an Employee to transfer to lower paid duties by reason of redundancy (as an alternative to termination of employment), before the transfer takes effect, the Employee is entitled to the same period of notice as they would have received had notice of termination been issued.

64.2 Alternatively, Estia may require the Employee to transfer with less notice, as long as it pays the Employee the difference in pay between the former Base Rate and the new Base Rate for any part of the notice period not given.

65 Managing changing workloads

- 65.1 The parties referred to at clause 3.1 of this Agreement acknowledge that Employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on Employee/s and the quality of resident/client care.
- 65.2 To ensure that Employee concerns involving excessive workloads are effectively dealt with by management the following procedures should be applied:
- (a) In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (b) If a solution cannot be identified and implemented, the matter should be referred to their Executive Director for further discussion.
 - (c) If a solution still cannot be identified and implemented, the matter should be referred to the Operations Executive for further discussion.
- 65.3 The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected Employees.
- 65.4 Management will respond at staff meetings to all workload matters that have been recorded in the minutes and will outline actions that have been taken in respect to those specific issues. Workload management will be an agenda item at staff meetings on at least a quarterly basis. Resolution of workload issues should be based on the following criteria including but not limited to:
- (a) Clinical assessment of residents' needs;
 - (b) The demand of the environment such as facility layout;
 - (c) Statutory obligation, (including, but not limited to, workplace health and safety legislation;
 - (d) The requirements of nurse regulatory legislation;
 - (e) Reasonable workloads;
 - (f) Accreditation standards; and
 - (g) Budgetary considerations.
- 65.5 Where agreement cannot be reached, Estia or the Employee may exercise their rights pursuant to clause 67 (Procedure for Resolving Workplace Disagreements).
- 65.6 Staff Replacement
- (a) Estia is committed to ensuring efficient flexible rostering of Employees dependent on the service requirements of the residents.
 - (b) Replacement of staff is determined on resident requirements. Replacement will occur when the Employee in charge of the shift, in consultation with the

supervisor, determines that replacement is required. The final decision in respect to staff replacement is the responsibility of management.

- (c) Where staff replacement is required, as determined above, Estia shall endeavour to fill the position as soon as practicable. Where required, the position shall be advertised as soon as practicable from the time Estia determines that replacement is required.

66 Consultation

66.1 This clause 66 (Consultation) applies if Estia:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology that is likely to have a significant effect on Employees (except for a change that is already provided for or permitted by this agreement); or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

66.2 Before implementing the change, Estia must:

- (a) notify the Employees who may be affected by the proposed changes in writing ("affected Employees");
- (b) discuss the proposed changes with the affected Employees;
- (c) provide affected Employees with relevant information about the change or proposal (other than confidential or commercially sensitive information);
- (d) invite the affected Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (e) give prompt and genuine consideration to matters raised about the change by the affected Employees.

66.3 For clarity, giving prompt and genuine consideration to matters raised includes considering any different outcomes or processes that are suggested by affected Employees in relation to the change/proposal. However, this does not mean Estia is required (after genuine consideration) actually to alter any aspect of its decision, proposal or related processes prior to implementation.

66.4 An affected Employee (individually, or together with other affected Employees) may appoint a representative for the purposes of the procedures in this term. Estia must recognise a representative if:

- (a) an affected Employee (or a number of them) appoints a representative for the purposes of consultation and advises Estia of the identity of the representative; or otherwise
- (b) an affected Employee (or a number of them) is a member of a union that is a party to this Agreement and the union advises Estia that they represent one or

more affected Employees (and, upon request, provides confirmation to Estia in writing that the union is authorised by the affected Employee/s to represent them in relation to the change).

66.5 In this clause 66 (Consultation), a major change is likely to have a significant effect on Employees if it can reasonably be expected to result in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of Estia'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
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

67 Procedure for Resolving Workplace Disagreements

67.1 In the event of a dispute about any matter under this Agreement or the NES ("Dispute"), in the first instance the parties to the Dispute (Estia and Employee(s)) must attempt to resolve the matter at the workplace level by discussions between the Employee/s concerned and the relevant supervisor.

67.2 If a Dispute arises the following steps must be followed:

- (a) Step 1 - The Employee/s concerned must raise the Dispute with their immediate supervisor or manager. If the Employee/s are not satisfied with the outcome or the cause of concern is the immediate supervisor/ manager they may raise the concern with their Executive Director. If the Employee is not satisfied with the outcome or the cause of concern is the Executive Director, the Employee may proceed to clause 67.2(b).
- (b) Step 2 - If the Dispute is not resolved in 8 business days, the Dispute may be escalated to Estia's human resource department.
- (c) Step 3 - If the dispute is not resolved in a further 8 business days, the dispute may be escalated to the /Operations Executive will make a decision on the matter within a further 5 business days.
- (d) Step 4 - If either party (being Estia or the Employee/s) is dissatisfied with the decision of the Operations Executive they may refer the dispute to the FWC for conciliation and where the matter remains unresolved following conciliation, arbitration can be used.

- 67.3 A party to a Dispute, as per clause 67.1, may appoint a representative, which may be the Union, for the purposes of the procedures of this clause.
- 67.4 If both parties agree the dispute may be conciliated or arbitrated on by another relevant body other than the FWC.
- 67.5 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable workplace health and safety legislation, an Employee must not unreasonably fail to comply with a direction by Estia to perform work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.

68 Re-grading

- 68.1 Where the nature of the work undertaken by an Employee changes, such that the majority of the work regularly and consistently 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.
- 68.2 An application for re-grading may be made by either an Employee and/or their supervisor/manager and must be made in writing.
- 68.3 Estia will respond to the request in writing within a reasonable timeframe, and where possible no more than one month after receiving the written request, indicating whether the application is approved or denied. The response from Estia will contain reasons for the decision to either approve or deny the request.
- 68.4 Simply performing more work at the same classification or different work at the same classification does not qualify for re-grading.
- 68.5 Factors with a bearing on the decision may include but not be limited to whether the changes:
- (a) involve the exercise of skills, responsibility and/or autonomy normally associated with and undertaken at a higher classification; and/or
 - (b) are permanent or temporary.
- 68.6 If the Employee is not satisfied with the decision made under 68.3, they may raise the matter for a further review with their Executive Director.
- 68.7 If the Employee remains dissatisfied after the further review in 68.6 above then they may utilise the Procedure for Resolving Workplace Disagreements in accordance with clause 67 of this Agreement.

Schedule 1 – Dictionary

| | |
|---------------------------------|---|
| Act | means the Fair Work Act 2009 (Cth), as amended and in force from time to time. |
| 24/7 Roster Worker | means an Employee whose ordinary hours may be worked outside the span of hours for a M-F Day Worker, as rostered or otherwise agreed. |
| ADO | means a paid day off to which an Employee is entitled in accordance with an arrangement of full-time ordinary hours that permits the accrual of payment for time worked towards a paid day off. |
| Agreement | means this Enterprise Agreement, being the Estia Health NSW Enterprise Agreement 2019. |
| AHPRA | means the Australian Health Practitioner Regulation Agency or its successor from time to time. |
| Base Rate | means the rate of pay (hourly or weekly as applicable) set out in Schedule 3 as applicable to an Employee, as adjusted, but does not include overtime, penalty rates, allowances, loadings, shift penalties, incentives, bonuses and other ancillary payments. of a like nature |
| contract hours | means the guaranteed minimum number of ordinary hours a particular part-time agrees with Estia to work (which must be less than an average of 38 per week). |
| Court | means any court or tribunal of competent jurisdiction. |
| CPD | means the continuing professional development that a nurse registered with AHPRA is required to complete in order to meet the NBMA's registration standards. |
| double time | means 200% of the Base Rate. |
| double time and a half | means 250% of the Base Rate. |
| De facto Partner of an Employee | 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 includes a former de facto partner of the Employee. |
| E-Hub (Head Office) | means the part of the Estia business that provides corporate administration and support services to/for Estia Homes general or for a specific region, principally from head office or other locations other than Estia Homes. |

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| Employee | means an Employee of Estia in a classification in this agreement other than an Excluded Employee. |
| Estia | means Estia Investments Pty Ltd [ACN 164 350 387] however named from time to time, or any other employer required to comply with this agreement by operation of law. |
| Estia Home | means each of the following: <ul style="list-style-type: none"> • Estia Albury • Estia Dalmeny • Estia Taree • Estia Tuncurry • Estia Forster • Estia Teagardens • Estia Kogarah • Estia Ryde • Estia Epping (NSW) • Estia Camden • Estia Bankstown • Estia Figtree • Estia Manly Vale • Estia Merrylands • Estia Kilbride • Estia Willoughby • Estia Bexley • Estia Blakehurst • Estia Wollongong |
| Excluded Employee | means the individuals defined in sub-clause 3.2. |
| Executive Director | means the manager appointed by Estia principally to be responsible for the day to day operation and management of a specific Estia Home. |
| FWC | means the Fair Work Commission, the statutory body established under the Act or any successor organisation established under Commonwealth legislation which performs the functions of conciliation and arbitration or its successor from time to time |
| Home Base | means the Estia Home to which a particular Employee is appointed in writing or otherwise agrees with Estia will be their principal place of work. |
| IFA | means an individual flexibility arrangement that complies with the Act. |
| in writing | means any form of written English, whether handwritten, printed, digital or otherwise. |
| Immediate Family | <ul style="list-style-type: none"> • a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or |

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| | | <ul style="list-style-type: none"> • a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee • spouse includes a former spouse. • de facto partner includes former de facto partner of an Employee (both of the same sex or different sexes) • child includes step-child or foster child |
| mandatory training | | means training that Estia reasonably requires an Employee to undertake (including any necessary training to meet aged care accreditation requirements) in connection with their employment. |
| Master Roster | | means an Employee's usual roster as set in TimeTarget from time to time. |
| M-F Day Worker | | means an Employee whose ordinary hours are worked between 6am and 6pm, Monday to Friday. |
| NED | | means the nominal expiry date of this Agreement specified in clause 4.1. |
| NES | | means the National Employment Standards under the Act. |
| Network Director | Services | means the manager appointed by Estia to the most senior operational management position below that of the chief operations officer (Head of operations or equivalent position). |
| NMBA | | means the Nursing and Midwifery Board of Australia or its successor from time to time. |
| Nursing care | | includes nursing care duties performed by Employees in an aged care home, whereby Employees in various classifications and functions work together for the purpose of caring for the residents as determined by Estia and under the day to day supervision of the relevant nurse as reflected in the care plan for each individual resident and the policies and protocols of Estia. Care includes attending to the bio-psycho-social needs of residents as well as ensuring that the environment of care and lifestyle activities are safe and conducive to the promoting the wellbeing of residents, visitors and other staff |
| Public Holiday | | means: <ul style="list-style-type: none"> • New Year's Day (1 January) • an additional day (on the first weekday after New Year's Day, but only if New Year's Day falls on a weekend) • Australia Day (26 January, or if 26 January falls on a weekend then the following Monday) • Good Friday • Easter Saturday • Easter Sunday |

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| | <ul style="list-style-type: none"> • Easter Monday • Anzac Day (25 April, or if 25 April falls on a weekend then the following Monday) • Queen's Birthday (on the day gazetted in NSW) • Labor Day (on the day gazetted in NSW) • Christmas Day (25 December) • Boxing Day (26 December) • an additional day (on the first weekday after Boxing Day that is not a public holiday, even if neither Christmas Day or Boxing Day falls on a weekend) and • any other day, or part-day, declared or prescribed by or under a law of NSW to be observed generally within NSW, or a region of NSW, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations from counting as a public holiday, <p>provided that an Employee and Estia may mutually agree in writing to substitute any of the days or part-days above for a different day or part-day.</p> |
| RDO | means a day upon which a full time Employee is not rostered for duty (except because of a weekend or Public Holiday). |
| Redundancy Pay | has the meaning in the Act. |
| Representative/s | means any legal representative or union. |
| Spouse | Includes former spouse |
| Superannuation Law | means any requirement under the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth), <i>Superannuation Industry (Supervision) Regulations 1994</i> (Cth), <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth), <i>Superannuation Guarantee (Administration) Regulations 1993</i> (Cth), <i>Superannuation Guarantee Charge Act 1992</i> (Cth), <i>Superannuation (Resolution of Complaints) Act 1993</i> (Cth) and any other present or future legislation which Estia must comply with to satisfy its superannuation obligations to the Employees. |
| Serious Misconduct | has the meaning in the Act. |
| time and a half | means 150% of the Base Rate. |
| TimeTarget | means Estia's electronic rostering system, as in use from time to time (currently TimeTarget). |
| Unions | means (as applicable) the New South Wales Nurses and Midwives' Association and Australian Nursing and Midwifery |

Interpretation Rules

In this Agreement:

- (a) references to Employees are taken to be references to each Employee jointly and severally, as the context dictates;
- (b) a reference in this Agreement to a separate document, policy, procedure, instrument or legislation of any kind does not incorporate it or any part of it into this Agreement and no such reference will create, imply or infer any right or entitlement that is enforceable against Estia;
- (c) unless expressly stated, a reference in this Agreement to a separate document, policy, procedure, instrument or legislation of any kind is a reference to it as amended, replaced or retracted from time to time;
- (d) other than the express terms of this document no other terms may be inferred, implied or incorporated into this agreement;
- (e) an obligation upon or benefit afforded to a person under this Agreement will not infer a reciprocal or equivalent obligation or benefit on another person;
- (f) a reference to a person under this Agreement may refer to an individual, corporation, partnership or association;
- (g) cognates of defined terms have a corresponding meaning; and
- (h) any gendered reference includes a reference to any other gender.

Schedule 2 – Employee Classifications

1. The nursing classifications under this Agreement are set out below:

| Classification | Nursing Assistant (unqualified) |
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| Minimum Qualification | Nil. |
| Description | <p>An Employee appointed as a Nursing Assistant is engaged to provide general care to residents including:</p> <ul style="list-style-type: none"> • personal care and assistance; and • is under the supervision and assists Enrolled Nurses and Registered Nurses in the provision of nursing care to residents; • Reports promptly any observed changes or concerns in resident's health status; • Assist in the provision of nursing and personal care under supervision and direction; • Complete documentation as required; • Exercise discretion and judgement within their level of skill and training; • Attends training as directed; works in collaboration with the care team; • Being actively involved in continuous improvement. • Other related duties |

| Classification | Nursing Assistant (qualified) |
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| Minimum Qualification | Certificate III, IV or higher qualification IV in Aged Care or equivalent. |
| Description | <ul style="list-style-type: none"> • An Employee appointed as a Nursing Assistant at this level is engaged to perform all the tasks of the Nursing Assistant (unqualified) classification and holds a relevant Certificate III or Certificate IV qualification or equivalent in Aged Care. |

| Classification | Nursing Assistant (studying nursing) |
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| Minimum Qualification | Successful completion of at least 1 year, and continuing enrolment in, a course of study that, if successfully completed, will allow registration with AHPRA as a Registered Nurse. |
| Description | <ul style="list-style-type: none"> • An Employee appointed as a Nursing Assistant at this level is engaged to perform all the tasks of a Nursing Assistant (qualified) and: They have successfully completed at least 1 year of a course of study that, if successfully completed, will allow registration with AHPRA as a Registered Nurse; and • They remains actively enrolled in a course of study that, if successfully completed, will allow registration with AHPRA as a Registered Nurse. |
| Classification | Nursing Assistant (Senior) |

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| Minimum Qualification and capabilities | Certificate III or IV in Aged Care or equivalent administrative skills and problem solving abilities and demonstrated competence in all aspects of delivering Nursing care; and Good communication, interpersonal and arithmetic skills. |
| Description | <ul style="list-style-type: none"> An Employee appointed by Estia as a Nursing Assistant (Senior) is engaged to perform all the tasks of a Nursing Assistant (qualified) in the provision of Nursing care and is required by Estia to undertake additional senior duties/accountabilities to those of a Nursing Assistant (qualified), which may include demonstrating leadership by example and assistance in training other Employees |

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| Classification | Enrolled Nurse (general) |
| Minimum Qualification | Registration with AHPRA as an Enrolled Nurse without conditions (other than a notation to the effect they do not hold a Board-approved qualification in administration of medicines). |
| Description | <p>An Employee appointed as an Enrolled Nurse and engaged to provide nursing and general care to residents, including:</p> <ul style="list-style-type: none"> the full range of duties within the scope of practice of an Enrolled Nurse registered with AHPRA, subject only to the terms of any notation on their registration to the effect that they do not hold a Board-approved qualification in administration of medicines; and other related duties |

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| Classification | Enrolled Nurse (medication competent) |
| Minimum Qualification | Registration with AHPRA as an Enrolled Nurse without conditions; and Assessment by Estia as competent in the administration of medications. |
| Description | <p>An Employee appointed as an Enrolled Nurse and:</p> <ul style="list-style-type: none"> engaged to provide nursing and general care to residents, including: <ul style="list-style-type: none"> the full range of duties within the scope of practice of an Enrolled Nurse registered with AHPRA; and related duties; and who has been assessed as (and from time to time remains) recognised by Estia as competent in the administration of medications. |

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| Classification | Registered Nurse (graduate) |
| Minimum Qualification | Registration with AHPRA as a Registered Nurse. |

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| Description | <p>An Employee appointed as a Registered Nurse and:</p> <ul style="list-style-type: none"> engaged to provide nursing and general care to residents, including: <ul style="list-style-type: none"> Delivering direct and comprehensive nursing care and individual case management to residents ; Coordinating services, including those of other disciplines or agencies, to individual residents within the home; Providing education, counselling and group work services orientated towards the promotion of health status improvement of residents; Providing support, direction and education to newer or less experienced staff, including EN's, and student nurses; Accepting accountability for the Employee's own standards of nursing care and service delivery; and <p>Participating in action research and policy development within the home.</p> <ul style="list-style-type: none"> Providing the full range of duties within the scope of practice of an Registered Nurse registered with AHPRA; and <ul style="list-style-type: none"> Other related duties; and who has not yet completed 1824 hours of experience as a Registered Nurse. |
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| Classification | Registered Nurse (general) |
| Minimum Qualification | Registration with AHPRA as a Registered Nurse; and Completion of 1824 hours of experience as a Registered Nurse. |
| Description | <p>An Employee appointed as a Registered Nurse and An Employee at this level is expected to perform all the tasks of the Registered Nurse (graduate) classification and</p> <ul style="list-style-type: none"> engaged to provide nursing and general care to residents, including: <ul style="list-style-type: none"> the full range of duties within the scope of practice of an Registered Nurse registered with AHPRA; and other related duties; and who has completed 1824 hours of work as a Registered Nurse. |

| Classification | Clinical Nurse Consultant/Educator |
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| Minimum Qualification | Registration with AHPRA as a Registered Nurse. |
| Description | <p>An Employee appointed by Estia as a Clinical Nurse Consultant/Educator is expected to perform to a high and consistent standard of competence all the tasks of the Registered Nurse (general) classification and provides both nursing and general care to residents and all higher level duties, including:</p> <ul style="list-style-type: none"> • the full range of duties and responsibilities within the scope of practice of an Registered Nurse registered with AHPRA; and • holds relevant post registration certificate qualifications or experience deemed appropriate by Estia and is required to implement, manage and evaluate educational programmes for Estia. • Providing support, direction, orientation and education to Registered Nurse (Graduate), EN's and student nurses providing consulting and/or education for staff, residents and clients; • participating, contributing and adding improvements to policy development and implementation; and • other related duties. |

| Classification | Clinical Care Coordinator |
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| Minimum Qualification | Registration with AHPRA as a Registered Nurse. |
| Description | <p>An Employee appointed as a Clinical Care Coordinator and engaged and responsible to provide both nursing and general care to residents and higher level duties to a high and consistent standard of competence, including:</p> <ul style="list-style-type: none"> • the full range of duties within the scope of practice of an Registered Nurse registered with AHPRA; and • being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control; • being accountable for clinical operational planning and decision making for a specified span of control; • being accountable for the management of human and material resources within a specified span of control; and • other related duties. |

| Classification | Nurse Practitioner |
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| Minimum Qualification | <p>Registration with AHPRA as a Registered Nurse, with either:</p> <ul style="list-style-type: none"> • an endorsement as a Nurse Practitioner and meets the national competency standards for Nurse Practitioners, • Authorisation under Section 95 of Health Practitioner Regulation National Law (NSW) No 86A • (subject to Estia's approval) an endorsement to supply scheduled medicines (rural and isolated practice). |

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| Description | <p>An Employee appointed as a Nurse Practitioner and engaged to provide both nursing and general care to residents and higher level duties, including:</p> <ul style="list-style-type: none"> the full range of duties within the scope of practice of a Registered Nurse registered with AHPRA but functions autonomously and operates at a level of nursing that uses extended and expanded skills, experience and knowledge assessment, planning, implementation, diagnosis and evaluation of nursing care. additional responsibilities within the scope of practice permissible pursuant to their endorsement; and application of high level knowledge and skills, beyond that required of a registered nurse in extended practice across stable, unpredictable and complex situations; and other related duties. |
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| Classification | Care Director |
| Minimum Qualification | Registration with AHPRA as a Registered Nurse |
| Description | <p>An Employee appointed as a Care Director and engaged to provide both nursing and general care to residents and higher level duties, including:</p> <ul style="list-style-type: none"> the full range of duties within the scope of practice of an Registered Nurse registered with AHPRA; and additional responsibilities for the care and wellbeing of a group of residents, including: <ul style="list-style-type: none"> accountability for the standards of nursing care and coordination of care for those residents; other clinical leadership and general management responsibilities in relation to the operation of the residence, subject to instruction and direction from the Executive Director; and other related duties. |

2. The non-nursing classifications under this Agreement are set out below:

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| Classification | Administration Officer Grade 1 |
| Minimum Qualification | School Certificate level literacy and numeracy. |
| Description | <p>An Employee who is appointed as an Administration Officer and:</p> <ul style="list-style-type: none"> Possesses sound communication skills; is engaged to undertake a range of basic clerical or administrative work and related duties with a limited level of accountability; and has not yet completed 1824 hours of experience as an Administration Officer. <p>Indicative duties include:</p> <ul style="list-style-type: none"> Receiving a distributing incoming mail, and dispatching outgoing mail Completion of simple forms Applying office procedures <p>Recording petty cash transactions</p> |

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| Classification | Administration Officer Grade 2 |
| Minimum Qualification | A relevant Certificate II qualification or equivalent; or Completion of 1824 hours of experience as Administration Officer. |
| Description | <p>An Employee who is appointed as an Administration Officer and:</p> <ul style="list-style-type: none"> • Possesses sound communication and computer skills; • is engaged to undertake a range of basic clerical or administrative work and related duties with a medium level of accountability, within established routines, methods and procedures; and • has completed 1824 hours of experience as an Administration Officer. <p>Indicative duties include:</p> <ul style="list-style-type: none"> • Update and modify existing organisational records • Producing documents using standard forms • Reconcile invoices for payments • Re-direct inquiries and take appropriate follow-up action |
| Classification | Administration Officer Grade 3 |
| Minimum Qualification and capabilities | <p>A relevant Certificate III qualification, or equivalent skills and experience related to a specific administration role or function; and</p> <ul style="list-style-type: none"> • Good communication, interpersonal and/or arithmetic skills. |
| Description | <p>An Employee who is appointed as an Administration Officer Grade 3 and:</p> <ul style="list-style-type: none"> • Possesses skills in the operation and function of the facilities computer system; • is engaged to perform one or more specific clerical or administration functions and related duties, with a medium level of accountability, within established routines, methods and procedures; • is required by Estia to have completed additional training, qualifications or experience exceeding that of an Administration Officer Grade 2. <p>Indicative duties include:</p> <ul style="list-style-type: none"> • Preparing new files and organisational records • Produce documents • Respond to telephone and written requests for information, including handling sensitive inquiries • Advanced reconciliations including preparation and lodgements • Train others to use office equipment and in the operation of the filing system • Managing diaries on behalf of others • Preparing rosters for the facility |
| Classification | Administration Officer (Senior) |
| Minimum Qualification and capabilities | <p>A relevant Certificate III qualification, or equivalent skills and experience related to a specific administration role or function; and</p> <ul style="list-style-type: none"> • Administrative skills and problem solving abilities; and • Good communication, interpersonal and arithmetic skills. |

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| Description | <p>An Employee who is appointed as an Administration Officer (Senior) and:</p> <ul style="list-style-type: none"> • is engaged to perform one or more specific clerical or administration functions and related duties semi-autonomously within established policies, guidelines and procedures, with a substantial level of accountability; • may assist with supervision of others; and • is required by Estia to have completed additional training, qualifications or experience exceeding that of an Administration Officer Grade 3. <p>Indicative duties include:</p> <ul style="list-style-type: none"> • Implementing new or improved systems • Obtaining data from external sources and producing reports • Assist in the development of options for future strategies • Organising meetings and conferences • Providing assistance in the selection of staff • Organising staff training and monitoring performance • Administer PAYE salary records |
| Classification | Food Services Assistant |
| Minimum Qualification | <ul style="list-style-type: none"> • Basic food handling course or equivalent. |
| Description | <p>An Employee who is appointed as a Food Services Assistant and is engaged to undertake a range of basic food services and related duties within established routines, methods and procedures with a limited level of accountability.</p> <p>Indicative duties include:</p> <ul style="list-style-type: none"> • Food service • Assistance in the preparation of food • Table service and clearing duties • Assist Cook's and Chef's in planning, cooking, and preparation of a full ranges of meals • Washing dishes and cleaning up the kitchen • Delivering meals to residents rooms where required. |
| Classification | Cook |
| Minimum Qualification | <p>A relevant Certificate III qualification or equivalent; or</p> <p>Completion of 1824 hours of experience as Food Services Assistant.</p> |
| Description | <p>An Employee who is appointed as a Cook and:</p> <ul style="list-style-type: none"> • is engaged to perform one or more specific food services related functions and related duties, with a medium level of accountability, within established routines, methods and procedures; and • is required by Estia to have completed additional training, qualifications or experience exceeding that of a Food Services Assistant. <p>Indicative duties include:</p> <ul style="list-style-type: none"> • Planning, ordering and preparing all meals • Coordinate the work of Food Service Assistants |
| Classification | Cook (senior) |

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| Minimum Qualification | A Certificate III qualification in commercial cookery or similar, or equivalent skills and experience. |
| Description | <p>An Employee who is appointed as a Senior Cook and:</p> <ul style="list-style-type: none"> • is engaged to perform one or more specific food services related functions and related duties, with a medium level of accountability, within established routines, methods and procedures; and • is required by Estia to have completed additional training, qualifications or experience exceeding that of a Cook. |
| Classification | Chef |
| Minimum Qualification and capabilities | <p>A Certificate III/trade qualification in commercial cookery or similar, or equivalent skills and experience; and</p> <p>Administrative skills and problem solving abilities; and</p> <p>Good communication, interpersonal and arithmetic skills.</p> |
| Description | <p>An Employee who is appointed as a Chef and:</p> <ul style="list-style-type: none"> • is engaged to perform one or more specific food services related functions and related duties semi-autonomously within established policies, guidelines and procedures, with a substantial level of accountability; • may assist with supervision of others; and • is required by Estia to have completed additional training, qualifications or experience exceeding that of a Senior Cook. |
| Classification | Food Services Supervisor |
| Minimum Qualification and capabilities | <p>A Certificate III/trade qualification in commercial cookery or similar, or equivalent skills and experience; and</p> <p>Administrative skills and problem solving abilities; and</p> <ul style="list-style-type: none"> • Good communication, interpersonal and arithmetic skills. |
| Description | <p>An Employee who is appointed as a Food Services Supervisor and:</p> <ul style="list-style-type: none"> • is engaged to perform one or more specific food services related functions and related duties semi-autonomously within established policies, guidelines and procedures, with a substantial level of accountability; • may assist with supervision of others; and • is required by Estia to have completed additional training, qualifications or experience exceeding that of a Senior Chef. |
| Classification | General Services Officer Grade 1 |
| Minimum Qualification | Nil |

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| Description | <p>An Employee who is appointed as a General Services Officer and is engaged to undertake a range of basic general services and related duties within established routines, methods and procedures with a limited level of accountability.</p> <p>Indicative job titles at this level include:</p> <ul style="list-style-type: none"> • Laundry hand • Cleaner • Gardener <p>Maintenance/handyperson (unqualified)</p> |
| Classification | General Services Officer Grade 2 |
| Minimum Qualification | A Certificate III/trade qualification or equivalent in a relevant field, or equivalent skills and experience. |
| Description | <p>An Employee who is appointed as a General Services Officer Grade 2 and:</p> <ul style="list-style-type: none"> • is engaged to perform one or more specific general services related functions and related duties, with a medium level of accountability, within established routines, methods and procedures; • is required by Estia to have completed additional training, qualifications or experience exceeding that of a General Officer Grade 2. <p>Indicative job titles at this level include:</p> <ul style="list-style-type: none"> • Gardener (trade/TAFE Cert III) <p>Maintenance/handyperson (qualified)</p> |
| Classification | General Services Officer Grade 3 |
| Minimum Qualification and capabilities | <p>A Certificate III/trade qualification or equivalent in a relevant field, or equivalent skills and experience; and</p> <p>Administrative skills and problem solving abilities; and</p> <p>Well-developed communication, interpersonal and arithmetic skills; and</p> <p>May require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.</p> |
| Description | <p>An Employee who is appointed as a General Services Officer Grade 2 and:</p> <ul style="list-style-type: none"> • is engaged to perform one or more specific general services related functions and related duties, with a high level of autonomy within established policies, guidelines and procedures, with a substantial level of accountability; • may assist with supervision of others; • is required by Estia to have completed additional training, qualifications or experience exceeding that of a General Officer Grade 2. <p>Indicative job titles at this level include:</p> <ul style="list-style-type: none"> • Gardener (advanced) <p>Maintenance tradesperson (advanced)</p> |
| Classification | General Services Officer (Senior) |

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| Minimum Qualification and capabilities | <p>A Certificate III/trade qualification or equivalent in a relevant field, or equivalent skills and experience; and</p> <p>Developed administrative skills and problem solving abilities; and</p> <p>Well-developed communication, interpersonal and arithmetic skills; and</p> <p>May require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.</p> |
| Description | <p>An Employee who is appointed as a General Services Officer (Senior) and:</p> <ul style="list-style-type: none"> • is engaged to perform one or more specific general services related functions and related duties autonomously, with a substantial level of accountability; • may supervise others; • is required by Estia to have completed additional training, qualifications or experience exceeding that of a General Officer Grade 3. <p>Indicative job titles at this level include:</p> <ul style="list-style-type: none"> • Head Gardener • General Services Supervisor |
| Classification | Personal Care Attendant Grade 1 |
| Minimum Qualification | <p>Unqualified</p> <p>In the case of a Driver, an appropriate vehicle licence for passenger vehicles under 3 ton</p> |
| Description | <p>An Employee who is appointed as a Personal Care Attendant Grade 1 and is engaged to undertake a range of basic simple personal care tasks attending to the personal needs of residents, methods and procedures with a limited level of accountability. An Employee at this level is subject to routine supervision.</p> <p>Indicative duties at this level include:</p> <ul style="list-style-type: none"> • General assistance to higher grade Employees in the full range of personal caring duties. |
| Classification | Personal Care Attendant Grade 2 |
| Minimum Qualification | <p>Certificate III in a relevant field or equivalent skills and experience; or</p> <p>In the case of a Driver, an appropriate vehicle licence for passenger vehicles under 3 ton, plus a current senior first aid certification.</p> |

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| Description | <ul style="list-style-type: none"> • is engaged to perform one or more specific simple personal care functions and related duties, with a medium level of accountability, within established routines, methods and procedures; • is subject to limited supervision with the ability to work individually or in a team but may be subject to detailed instruction at times. <p>Indicative duties at this level include:</p> <ul style="list-style-type: none"> • Responsibility for daily hygiene (e.g. assisting with baths & showers) • Making beds and tidying rooms • Assisting with the consumption of meals • Providing assistance to higher grade Personal Care Attendants |
| Classification | Personal Care Attendant Grade 3 |
| Minimum Qualification | <p>Certificate III in a relevant field or equivalent skills and experience.</p> <p>An Employee with relevant experience who is responsible for the quality of their own work; and</p> <p>In the case of a Driver, an appropriate licence for passenger vehicles of 3 ton or over, plus a current senior first aid certification.</p> |
| Description | <p>An Employee who is appointed as a Personal Care Attendant Grade 3 and:</p> <ul style="list-style-type: none"> • is engaged to perform a broader range of personal care duties in accordance with the residents Care Plan and State and Commonwealth Legislation, with a medium level of accountability, within established routines, methods and procedures; • is required by Estia to have completed additional training, qualifications or experience exceeding that of a Personal Care Attendant Grade 2. <p>Indicative duties at this level include:</p> <ul style="list-style-type: none"> • Simple wound dressing • Blood pressure, temperature and pulse checks; • Assist in the development of resident care plans under the supervision of a qualified Employee. • Monitoring the care of incontinent residents. |
| Classification | Personal Care Attendant (Senior) |
| Minimum Qualification and capabilities | <p>Certificate IV in a relevant field or equivalent skills and experience; and</p> <p>In the case of a Driver, an appropriate licence for passenger vehicles of 3 ton or over, plus a current senior first aid certification.</p> |

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| Description | <p>An Employee who is appointed as a Personal Care Attendant (Senior) and:</p> <ul style="list-style-type: none"> • Is designated by Estia engaged to perform one or more specific personal care, recreation or lifestyle related functions and related duties, with a medium level of accountability, within established routines, methods and procedures have responsibility for leading and/or supervising the work of others; or • is required by Estia to work individually with minimal supervision and has been designated as having overall responsibility for a particular function within the facility. • is required by Estia to have completed additional training, qualifications or experience exceeding that of a Personal Care Attendant Grade 2. <p>Indicative job duties at this level include:</p> <ul style="list-style-type: none"> • Coordinate and direct staff; • Schedule work programs on a routine and regular basis • Develop resident care plans |
| Classification | Lifestyle Support Officer (Grade 1) |
| Minimum Qualification | Unqualified |
| Description | <p>Ability to perform duties with limited supervision with a medium level of accountability, within established routines, methods and procedures.</p> <p>Duties include:</p> <ul style="list-style-type: none"> • Carrying out leisure and recreation programs to support, challenge and enhance the psychological, spiritual, social, emotional and physical well-being of residents as designed and directed by the Lifestyle Activities Coordinator. |
| Classification | Lifestyle Support Officer Grade 2 |
| Minimum Qualification | <p>Certificate IV in Leisure and Lifestyle of equivalent qualification</p> <p>First Aid Certification</p> |
| Description | <p>Ability to perform all of the functions of a Lifestyle Support Officer in a semi-autonomous manner.</p> <p>Supervising and assisting Lifestyle Support Officers in the performance of their duties.</p> |
| Classification | Lifestyle Support Officer (Senior) |
| Minimum Qualification | <p>Certificate IV in Leisure and Lifestyle of equivalent qualification</p> <p>First Aid Certification</p> <p>Experience in supervising and managing other Employees</p> |

| | |
|------------------------------|---|
| Description | <p>An Employee who appointed as a Lifestyle Support Officer (senior) or Lifestyle Activities Coordinator and:</p> <ul style="list-style-type: none"> holds overall responsibility for the development, implementation, evaluation and continuous improvement of leisure and lifestyle programmes and supervision, work allocation, rostering and guidance of Lifestyle Activity Officers. |
| Classification | Allied Health Assistants Grade 1 |
| Minimum Qualification | <p>Is an unqualified person who is required to perform work as set out below under the direct supervision of an Allied Health Professional.</p> <p>An Allied Health Assistant Grade 1 will not be required to hold any qualifications. Where an Allied Health Assistant Grade 1 seeks to obtains a Certificate III (Allied Health Assistance) automatic progression to Grade 2 will occur upon the successful completion of the Certificate III.</p> |
| Description | <p>The assistant can work under supervision, either individually, or in a team performing a wide range of duties, for example; this may include the collection and preparation of equipment, maintain client contact details, monitoring clients to ensure that they follow their program.</p> |
| Classification | Allied Health Assistant Grade 2 |
| Minimum Qualification | <p>Is a qualified person who is required to perform work set out below under the supervision of an Allied Health Professional.</p> <p>A mandatory requirement for this level is a successful completion of a Certificate III (Allied Health Assistance) or other appropriate Qualifications/Experience acceptable to Estia</p> <p>A qualified Allied Health Assistant performs a wide range of duties to support the work of Allied Health Professionals.</p> |
| Description | <p>The Allied Health Assistant Grade 2 is able to:</p> <ul style="list-style-type: none"> Perform the full range of duties of a Grade 1. Work directly with an allied Health professional; work alone or in teams under supervision following a prescribed program Use communication and interpersonal skills to assist in meeting the needs of clients. Identify client circumstances that need additional input from the Allied Health Professionals. Prioritise work and accept responsibility for outcomes within the limit of their accountabilities. |
| Classification | Allied Health Assistant Grade 3 |
| | <p>Is a qualified person who is required to perform work set out below under the supervision of an Allied Health Professional.</p> <p>A mandatory requirement for this level is a successful completion of a Certificate IV (Allied Health Assistance) or other appropriate Qualifications/Experience acceptable to Estia</p> |

| | |
|--|--|
| | <p>The Allied Health Assistant grade 3 is able to:</p> <ul style="list-style-type: none"> • Perform the full range of a grade 1 and Grade 2. • Understand the basic theoretical principles of the work undertaken by the Allied Health Professional whom they are employed to support. • Work with minimum supervision to implement therapeutic and related activities, including maintenance of appropriate documentation. • Identify client circumstances that need additional input from the Allied health professional, including suggestions as per appropriate interventions. • Demonstrate very good communication and interpersonal skills. • Organise their own workload and to set work priorities within the program established by the allied health professional. • If required, to assist in the supervision of the work being performed by Grade 1 and 2 Allied Health Assistants and those in training. |
|--|--|

Schedule 3 – Base Rates of Pay

- The hourly rates in the table below are the hourly rates of pay that apply to adult permanent Employees from the commencement of the first full pay period on or after each of the relevant dates indicated below

| Classification – Non Nursing | FFPP on or after 01/07/19 | FFPP on or after 01/07/20 | FFPP on or after 01/07/21 | FFPP on or after 01/07/22 |
|-------------------------------------|--|--|--|--|
| | | 3% | 2.75% | 2.50% |
| Administration Officer, Grade 1 | \$22.96 | \$23.65 | \$24.30 | \$24.90 |
| Administration Officer, Grade 2 | \$23.23 | \$23.92 | \$24.58 | \$25.19 |
| Administration Officer, Grade 3 | \$24.03 | \$24.75 | \$25.43 | \$26.07 |
| Administration Officer (Senior) | \$25.75 | \$26.52 | \$27.25 | \$27.93 |
| Food Services Assistant | \$21.76 | \$22.41 | \$23.03 | \$23.60 |
| Cook | \$22.81 | \$23.49 | \$24.14 | \$24.74 |
| Cook (Senior) | \$22.90 | \$23.59 | \$24.24 | \$24.84 |
| Chef | \$23.61 | \$24.32 | \$24.99 | \$25.61 |
| Food Services Supervisor | \$25.29 | \$26.05 | \$26.77 | \$27.43 |
| General Services Officer, Grade 1 | \$21.76 | \$22.41 | \$23.03 | \$23.60 |
| General Services Officer, Grade 2 | \$22.80 | \$23.48 | \$24.13 | \$24.73 |
| General Services Officer, Grade 3 | \$24.85 | \$25.60 | \$26.30 | \$26.96 |
| General Services Officer (Senior) | \$25.75 | \$26.52 | \$27.25 | \$27.93 |
| Lifestyle Support Officer, Grade 1 | \$21.68 | \$22.33 | \$22.94 | \$23.52 |
| Lifestyle Support Officer, Grade 2 | \$22.82 | \$23.50 | \$24.15 | \$24.75 |
| Lifestyle Support Officer (Senior) | \$25.29 | \$26.05 | \$26.77 | \$27.43 |
| Allied Health Assistant, Grade 1 | \$21.92 | \$22.58 | \$23.20 | \$23.78 |
| Allied Health Assistant, Grade 2 | \$23.20 | \$23.90 | \$24.55 | \$25.17 |
| Allied Health Assistant, Grade 3 | \$23.79 | \$24.50 | \$25.18 | \$25.81 |
| Personal Care Attendant, Grade 1 | \$21.92 | \$22.58 | \$23.20 | \$23.78 |
| Personal Care Attendant, Grade 2 | \$23.20 | \$23.90 | \$24.55 | \$25.17 |
| Personal Care Attendant, Grade 3 | \$23.80 | \$24.51 | \$25.19 | \$25.82 |
| Personal Care Attendant (Senior) | \$24.54 | \$25.28 | \$25.97 | \$26.62 |

| Classification – Nursing | FFPP on or after 01/07/19 | FFPP on or after 01/07/20 | FFPP on or after 01/07/21 | FFPP on or after 01/07/22 |
|---|--|--|--|--|
| | | 3% | 2.75% | 2.50% |
| Nursing Assistant (Unqualified), Year 1 | \$21.92 | \$22.58 | \$23.20 | \$23.78 |
| Nursing Assistant (Unqualified), Year 2 | \$22.52 | \$23.20 | \$23.83 | \$24.43 |
| Nursing Assistant (Unqualified), Year 3 | \$23.14 | \$23.83 | \$24.49 | \$25.10 |
| Nursing Assistant (Unqualified), Year 4 | \$23.80 | \$24.51 | \$25.19 | \$25.82 |
| Nursing Assistant (Qualified), Year 1 | \$23.20 | \$23.90 | \$24.55 | \$25.17 |
| Nursing Assistant (Qualified), Year 2 | \$23.80 | \$24.51 | \$25.19 | \$25.82 |
| Nursing Assistant (Studying Nursing) | \$24.17 | \$24.90 | \$25.58 | \$26.22 |
| Nursing Assistant (Senior) | \$24.54 | \$25.28 | \$25.97 | \$26.62 |
| Enrolled Nurse (General), Year 5 | \$28.14 | \$28.98 | \$29.78 | \$30.53 |
| Enrolled Nurse (Medication Competent), Year 1 | \$29.24 | \$30.12 | \$30.95 | \$31.72 |
| Enrolled Nurse (Medication Competent), Year 2 | \$29.46 | \$30.34 | \$31.18 | \$31.96 |
| Enrolled Nurse (Medication Competent), Year 3 | \$29.59 | \$30.48 | \$31.32 | \$32.10 |

| | | | | |
|---|---------|---------|---------|---------|
| Enrolled Nurse (Medication Competent), Year 4 | \$29.76 | \$30.65 | \$31.50 | \$32.28 |
| Enrolled Nurse (Medication Competent), Year 5 | \$29.87 | \$30.77 | \$31.61 | \$32.40 |
| Registered Nurse (Graduate), Year 1 | \$32.65 | \$33.63 | \$34.55 | \$35.42 |
| Registered Nurse (General), Year 2 | \$33.14 | \$34.13 | \$35.07 | \$35.95 |
| Registered Nurse (General), Year 3 | \$33.30 | \$34.30 | \$35.24 | \$36.12 |
| Registered Nurse (General), Year 4 | \$33.84 | \$34.86 | \$35.81 | \$36.71 |
| Registered Nurse (General), Year 5 | \$35.43 | \$36.49 | \$37.50 | \$38.43 |
| Registered Nurse (General), Year 6 | \$37.02 | \$38.13 | \$39.18 | \$40.16 |
| Registered Nurse (General), Year 7 | \$38.84 | \$40.01 | \$41.11 | \$42.13 |
| Registered Nurse (General), Year 8 | \$40.60 | \$41.82 | \$42.97 | \$44.04 |
| Clinical Nurse Consultant/Educator, Year 1 | \$41.95 | \$43.21 | \$44.40 | \$45.51 |
| Clinical Nurse Consultant/Educator, Year 2 | \$42.36 | \$43.63 | \$44.83 | \$45.95 |
| Clinical Nurse Consultant/Educator, Year 3 | \$42.79 | \$44.07 | \$45.29 | \$46.42 |
| Clinical Nurse Consultant/Educator, Year 4 | \$43.22 | \$44.52 | \$45.74 | \$46.88 |
| Clinical Care Coordinator, Year 1 | \$44.57 | \$45.91 | \$47.17 | \$48.35 |
| Clinical Care Coordinator, Year 2 | \$45.79 | \$47.16 | \$48.46 | \$49.67 |
| Clinical Care Coordinator, Year 3 | \$46.87 | \$48.28 | \$49.60 | \$50.84 |
| Clinical Care Coordinator, Year 4 | \$48.07 | \$49.51 | \$50.87 | \$52.15 |
| Clinical Care Coordinator, Year 5 | \$49.23 | \$50.71 | \$52.10 | \$53.40 |
| Clinical Care Coordinator, Year 6 | \$49.61 | \$51.10 | \$52.50 | \$53.82 |
| Clinical Care Coordinator, Year 7 | \$50.68 | \$52.20 | \$53.64 | \$54.98 |
| Nurse Practitioner, Year 1 | \$49.39 | \$50.87 | \$52.27 | \$53.58 |
| Nurse Practitioner, Year 2 | \$50.50 | \$52.02 | \$53.45 | \$54.78 |

| Date of Operation of the Agreement | | FFPP on or after 01/07/20 | FFPP on or after 01/07/21 | FFPP on or after 01/07/22 |
|--|---------|---------------------------|---------------------------|---------------------------|
| Care Director | | 3% | 2.75% | 2.50% |
| Grade 1 - Up to 60 beds | \$45.79 | \$47.16 | \$48.46 | \$49.67 |
| Grade 2 - more than 60 beds and up to 90 beds; | \$47.84 | \$49.28 | \$50.63 | \$51.90 |
| Grade 3 - more than 90 beds and up to 120 beds | \$48.90 | \$50.37 | \$51.75 | \$53.05 |
| Grade 4 - more than 120 beds | \$49.91 | \$51.41 | \$52.82 | \$54.14 |

2. The National Training Wage Schedule applies in accordance the terms of **Schedule E – National Training Wage** of the Miscellaneous Award 2010 (**Award**), subject to the amendments below:

- A.** In substitution for the rates in D.5.1 (a)-(c) and D.5.2 (a)-(c) of Schedule D of the Award, the minimum wages for a trainee undertaking an AQF Certificate **Level I-III** traineeship are:

| | Highest year of schooling completed | | |
|---------------|-------------------------------------|---------------------|---------------------|
| | Year 10 per hour | Year 11 per hour | Year 12 per hour |
| School leaver | 43%* | 47%* | 55%* |

| | | | |
|------------------------------------|------|------|------|
| Plus 1 year out of school | 47%* | 55%* | 65%* |
| Plus 2 years out of school | 55%* | 65%* | 75%* |
| Plus 3 years out of school | 65%* | 75%* | 85%* |
| Plus 4 years out of school | 75%* | 85%* | |
| Plus 5 or more years out of school | 85%* | | |

*The percentages above apply to the relevant Grade 1 hourly rate in this agreement for the work being done by the Employee.

- B.** In substitution for the rates in D.5.1(d)(ii) and D.5.2(e)(iii) of Schedule D of the Award, the minimum wages for a trainee undertaking an AQF Certificate **Level IV** traineeship are:

| | |
|----------------------------------|---|
| First year of traineeship | Second and subsequent years of traineeship |
|----------------------------------|---|

| | |
|------|------|
| 90%* | 93%* |
|------|------|

*The percentages above apply to the relevant Level 1 hourly rate in this agreement for the work being done by the Employee.

- C.** The rates in item **C.** and item **B.** above will be payable for:

- ordinary hours worked by the trainee (ie, 60.8 hours per fortnight for a full time trainee or a lesser number for part time trainees); and
- training hours undertaken by the trainee in accordance with their traineeship arrangements (whether in-house or externally) up to the equivalent of 20% of their contracted work hours (ie, 15.2 hours per fortnight for a full time trainee or the pro rata equivalent for part time trainees).

Schedule 4 – Allowance Rates

| Clause | Allowance | Application | FFPP on or after 1/07/2019 | FFPP on or after 1/07/2020 | FFPP on or after 1/07/2021 | FFPP on or after 1/07/2022 |
|--------|-------------------------------------|---|----------------------------|----------------------------|----------------------------|----------------------------|
| | | | | 3% | 2.75% | 2.50% |
| 25 | On call between shifts allowance | Monday to Friday (for 24 hr period) | \$21.96 | \$22.62 | \$23.24 | \$23.82 |
| | | Saturday (for 24 hr period) | \$32.09 | \$33.05 | \$33.96 | \$34.81 |
| | | Sunday or Pub hol (for 24 hr period) | \$43.95 | \$45.27 | \$46.51 | \$47.68 |
| 26 | On call during meal break allowance | Per shift | \$12.24 | \$12.61 | \$12.95 | \$13.28 |
| 32 | In charge shift allowance | Per shift worked by an RN during an allocated in charge shift covering: | | | | |
| | | Less than 100 residents | \$24.85 | \$25.60 | \$26.30 | \$26.96 |
| | | More than 100 residents | \$40.04 | \$41.24 | \$42.38 | \$43.43 |
| 33 | Medication Shift Allowance | Per hour worked by an AIN/PCA during an allocated medication administration shift | \$1.00 | \$1.03 | \$1.06 | \$1.08 |
| 34 | Uniform Allowance | Per hour worked, up to a maximum 38 hrs per week | \$0.61 | \$0.63 | \$0.65 | \$0.66 |
| 34.4 | Laundry Allowance | Per hour worked by a nursing Employee, up to a maximum 38 hrs per week | \$0.20 | \$0.21 | \$0.21 | \$0.22 |
| | | Per hour worked by a non-nursing Employee, up to a maximum 38 hrs per week | \$0.06 | \$0.06 | \$0.06 | \$0.07 |
| 35 | Tool allowance | Per hour worked where tools aren't provided | \$0.45 | \$0.46 | \$0.48 | \$0.49 |
| 36 | Motor vehicle allowance | Per kilometre travelled | \$0.95 | \$0.98 | \$1.01 | \$1.03 |
| 37 | Meal allowance after overtime | After 1 hour of overtime worked, per occasion | \$13.74 | \$14.15 | \$14.54 | \$14.90 |
| | | After 4 hours of overtime worked, per occasion | \$12.64 | \$13.02 | \$13.38 | \$13.71 |
| 39 | Continuing Education allowance | Certificate allowance | \$0.54 | \$0.56 | \$0.57 | \$0.59 |
| | | Diploma Allowance | \$0.91 | \$0.94 | \$0.96 | \$0.99 |
| | | Masters Allowance | \$1.09 | \$1.12 | \$1.15 | \$1.18 |
| | | EN Certificate 4 | \$0.36 | \$0.37 | \$0.38 | \$0.39 |
| 41 | Nauseous linen allowance | Per hour when handling nauseous linen | \$0.46 | \$0.47 | \$0.49 | \$0.50 |

69 What is this schedule about?

69.1 This schedule provides flexibility to cater for individual circumstances that aren't specifically accommodated by this Agreement, by allowing an individual employee to make an Individual Flexibility Arrangement (**IFA**) with Estia.

69.2 The objectives of the schedule are to ensure that:

- (a) individual employees who want special arrangements to suit their personal circumstances may apply for them, even if the arrangements they want wouldn't suit or be acceptable to the majority of other employees or their unions; and
- (b) wherever possible, Estia has the freedom to accommodate specific employee circumstances in ways that ensures the individual employees are better off, but can achieve this in a way which is cost neutral for the business and/or doesn't affect Estia's operations negatively.

70 What is an IFA, and how do they work?

70.1 An IFA is legal agreement between an individual employee and Estia that is recognised under the Act. An IFA changes the way this Agreement applies to the employee who made the IFA, but it doesn't affect the way the Agreement applies to other employees.

70.2 IFAs will only be effective if they comply with this schedule and with the Act. Estia must ensure the employee is better off overall under the IFA than they would be without it. Estia also has to give the employee a copy of the IFA within 14 days after it is agreed to.

70.3 IFAs must specify the date when the changed arrangements will start. This may be the day the IFA is signed, or a later date (for example, the beginning of the next pay fortnight).

70.4 From the agreed start date, the IFA overrides the effect of this Agreement, as specified in the IFA. All other provisions of this Agreement (which haven't been amended by the IFA) continue to apply to the employee as they would if no IFA had been made.

70.5 An IFA is legally binding on Estia and the individual employee it applies to.

71 Which Agreement provisions can be changed using an IFA?

71.1 An IFA can be used to change the effect of the provisions contained in Parts 3, 4, 5 and 7 of this Agreement (inclusive).

71.2 Other provisions in this Agreement cannot be changed by using an IFA. Those other provisions can only be changed through a formal Enterprise Agreement variation process in accordance with the Act (eg, after a majority employee vote and approval by the Fair Work Commission).

- 71.3 An IFA cannot be used to “opt out” of or exempt an employee from this Agreement completely.

72 Can employees be forced to sign an IFA?

- 72.1 Employees cannot be forced to sign an IFA. An IFA can only be made if it is genuinely agreed to by both Estia and the individual employee concerned. If you don't genuinely understand and agree to the terms in an IFA document, you shouldn't sign it!

73 Cooling off period

- 73.1 As an added protection, all IFAs under this Agreement are subject to a cooling off period. This means that if an employee changes their mind after signing an IFA, they can cancel it by notifying Estia within 7 days after signing the IFA.
- 73.2 If an employee exercises their cooling off rights after the arrangements in the IFA have already started, then the IFA will continue to operate but only until the end of the first pay period.
- 73.3 If an employee exercises their cooling off rights before the arrangements in the IFA have started, those arrangements won't start at all.

74 What happens when an IFA is no longer wanted or needed?

- 74.1 IFAs can be terminated in accordance with this schedule. When an IFA is terminated, the employee's terms and conditions will go back to the standard terms and conditions under this Agreement.
- 74.2 Estia and the employee can agree to terminate an IFA at any time (eg, if circumstances change). The termination agreement needs to be in writing.
- 74.3 If the employee no longer wants an IFA to apply to them, they can end it (without Estia's agreement) by giving notice to Estia in writing. Estia can require up to 28 days' notice before the IFA ends, but may choose to waive part of that period and terminate the IFA sooner if the employee also agrees.
- 74.4 If Estia no longer wants an IFA to apply to an employee, they can end it (without the employee's agreement) by giving the employee notice in writing. The employee is entitled to 28 days' notice before the IFA ends, but they may choose to waive part of that period and terminate the IFA sooner if Estia also agrees.

75 Other Requirements

- 75.1 Estia must ensure that:
- (a) each IFA is about permitted matters under section 172 of the Act;
 - (b) IFAs do not contain any unlawful terms under section 194 of the Act;
 - (c) each IFA results in the relevant employee being better off overall than the employee would be if no IFA was made; and

(d) every IFA:

is in writing;

includes Estia's name and the employee's name;

is signed by Estia, the employee and, if the employee is under 18 years of age,
by a parent or guardian of the employee;

states the day on which the IFA commences; and

includes details of:

A. the terms of the Agreement that will be varied by the IFA;

B. how the IFA will vary the effect of the terms; and

how the employee will be better off overall in relation to the terms and
conditions of his or her employment as a result of the IFA.

7.2 Estia will take all reasonably necessary measures to ensure that any employees who
have limited English understand the terms and effect of any IFA that they may agree
to.

Schedule 6 – Grandparenting of Existing Conditions

1. **Application:** This schedule applies only to Employees employed by Estia on or before 14 April 2017 was made.
2. **Long Service Leave:** Where this schedule applies to an Employee:
 - (a) Long service leave entitlements shall be calculated at the following rates, which are more generous than the National Employment Standards:
 - 1 month of leave per 5 years of service (for the first 15 years of service); and
 - 1.5 months of leave per 5 years of service (for each 5 years of service completed after the first 15 years).
 - (b) For Employees employed at Estia Kogarah, Estia Camden, Estia Bankstown, Estia Merrylands, Estia Kilbride, Estia Bexley, Estia Blakehurst and Estia Figtree:
 - if the *Kennedy Health Care Group Health Services Union New South Wales Branch and NSW Nurses and Midwives' Association and Australian Nursing and Midwifery Federation Enterprise Agreement 2014* applied to the Employee immediately before 14 April 2017; and
 - the Employee's employment ends for any reason;

on termination the Employee will be paid ordinary pay in lieu of long service leave as follows (less any payment already made for any long service leave taken during the employment period):

| If the Employee has completed: | The payment in lieu will be: |
|--|--|
| Less than 5 years' continuous service | Nil |
| At least 5 but less than 7 years' continuous service | 1 month |
| At least 7 years' but less than 15 years' continuous service | Pro rata at the rate of 1 month per 5 years' service |
| At least 15 years' service | Pro rata at the rate of: <ul style="list-style-type: none"> • 1 month per 5 years of service for the first 15 years; and • 1.5 months per 5 years of service thereafter. |

(c) For Employees employed at Estia Dalmeny, Estia Epping, Estia Manly Vale, Estia Willoughby, Estia Ryde, Estia Taree, Estia Forster and Estia Tuncurry:

- if the *Cook Care Group NSW, NSWNA & HSU East Branch Enterprise Agreement 2012* or the *Hutchinson Healthcare Group, NSWNA & HSU East Branch Enterprise Agreement 2012* applied to the Employee immediately before 14 April 2017; and
- the Employee's employment ends for any reason;

on termination the Employee will be paid ordinary pay in lieu of long service leave as follows (less any payment already made for any long service leave taken during the employment period):

| If the Employee has completed: | The payment in lieu will be: |
|--|--|
| Less than 5 years' continuous service | Nil |
| At least 5 years' but less than 15 years' continuous service | Pro rata at the rate of 1 month per 5 years' service |
| At least 15 years' service | Pro rata at the rate of: <ul style="list-style-type: none"> • 1 month per 5 years of service for the first 15 years; and • 1.5 months per 5 years of service thereafter. |

3. **Redundancy Pay:** Where this schedule applies to an Employee, any entitlement to redundancy pay will be calculated at the following rates, which are more generous than the National Employment Standards:

| If the Employee has completed: | For Employees <45 years of age, the payment will be: | For Employees 45 years of age or over, the payment will be: |
|---|--|---|
| Less than 1 years' continuous service | Nil | Nil |
| At least 1 but less than 2 years' continuous service | 4 weeks' pay | 5 weeks' pay |
| At least 2 years' but less than 3 years' continuous service | 7 weeks' pay | 8.75 weeks' pay |
| At least 3 years' but less than 4 years' continuous service | 10 weeks' pay | 12.5 weeks' pay |

| | | |
|---|---------------|-----------------|
| At least 4 years' but less than 5 years' continuous service | 12 weeks' pay | 15 weeks' pay |
| At least 5 years' but less than 6 years' continuous service | 14 weeks' pay | 17.5 weeks' pay |
| At least 6 years' continuous service | 16 weeks' pay | 20 weeks' pay |

4. **Accumulation and Taking of Accrued Days Off (ADO's):**

For Employees employed at Estia Kogarah, Estia Camden, Estia Bankstown, Estia Merrylands, Estia Kilbride, Estia Bexley, Estia Blakehurst, Estia Figtree, Estia Dalmeny, Estia Epping, Estia Manly Vale, Estia Willoughby, Estia Ryde, Estia Taree, Estia Forster and Estia Tuncurry:


- if the *Kennedy Health Care Group Health Services Union New South Wales Branch and NSW Nurses and Midwives' Association and Australian Nursing and Midwifery Federation Enterprise Agreement 2014* or the *Cook Care Group NSW, NSWNA & HSU East Branch Enterprise Agreement 2012* or the *Hutchinson Healthcare Group, NSWNA & HSU East Branch Enterprise Agreement 2012* applied to the a full-time Employee immediately before 14 April 2017; and
- they are rostered to and work a shift pattern whereby in a period of 28 calendar days of not more than 19 work days in a roster cycle the twentieth day may be taken as an ADO;

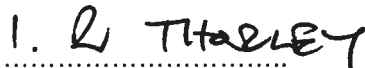
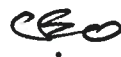
then this schedule and the following applies to an Employee:

- Accrued ADO's will be taken within 12 months of the date on which the first full ADO accrued;
- With the consent of Estia ADO's may be accumulated to a maximum of five in any one year;
- Where an Employee's employment is terminated for any reason, accumulated ADO's will be paid to the Employee at ordinary rates;
- Where Estia schedules the tasking of ADO's it will inform the relevant Employee/s as part of the next full roster cycle and will take into account the needs of the workplace and preferences of relevant Employee/s;
- Once set ADO's may not be changed except in accordance with clause 21 Rosters of this Agreement.

Signing Page/s

I am authorised to sign this Agreement on behalf of Estia Investments Pty Ltd


.....
Signature


.....
Name and Title 

Address: Level 9, 227 Elizabeth Street, Sydney NSW 2000

Date: 17 December 2019

I am authorised to sign this Agreement as an employee bargaining representative on behalf of the Australian Nursing and Midwifery Federation – NSW Branch

.....

Signature

.....

Name and Title

Address:

Date:

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.

I am authorised to sign this Agreement as an employee bargaining representative on behalf of the Health Services Union – NSW Branch

.....

Signature

.....

Name and Title

Address:

Date:

I am authorised to sign this Agreement as a bargaining representative on behalf of the Health Services Union, New South Wales Branch



GERARD HAYES
Secretary HSU NSW Branch

Address: Level 2, 109 Pitt Street, Sydney NSW 2000

Date: 20/12/19

Authority to sign Agreement on behalf of employees is in accordance with Rule 48 of the Rules of the Health Services Union.

FAIR WORK COMMISSION

MATTER NO: AG2019/5061

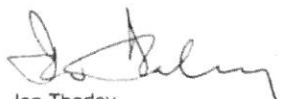
APPLICANT: Estia Investments Pty Ltd

UNDERTAKING

I, Ian Thorley, Chief Executive Officer, give the following undertaking on behalf of the Applicant employer in accordance with section 190 of the *Fair Work Act 2009* with respect to the *Estia Health NSW Enterprise Agreement 2019 (Agreement)*:

1. The hourly rates set out for a Lifestyle Support Officer Grade 1 (**LSO 1**) in Schedule 3 of the Agreement will be replaced with the following:

| Classification | FFPP on or after 1/7/19 | FFPP on or after 1/7/20 | FFPP on or after 1/7/21 | FFPP on or after 1/7/22 |
|----------------|----------------------------|----------------------------|----------------------------|----------------------------|
| LSO 1 | \$22.50 | \$23.10 | \$23.74 | \$24.33 |



Ian Thorley
CEO and Managing Director
Estia Health

Ian Thorley
Chief Executive Officer
Date: 19 March 2020