



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Evergreen Life Care Limited
(AG2022/1212)

EVERGREEN LIFE CARE ENTERPRISE AGREEMENT 2021-2024

Aged care industry

COMMISSIONER MATHESON

SYDNEY, 9 JUNE 2022

Application for approval of the Evergreen Life Care Enterprise Agreement 2021-2024.

[1] An application has been made for approval of an enterprise agreement known as the *Evergreen Life Care Enterprise Agreement 2021-2024* (**Agreement**). The application was made by Evergreen Life Care Limited (**Applicant**) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single enterprise agreement.

[2] The application was accompanied by a signature page that did not comply in all respects with Regulation 2.06A of the *Fair Work Regulations 2009* (Cth). An amended signature page was subsequently filed. I consider it appropriate in the circumstances to waive an irregularity in the form or manner in which an application was made, and do so pursuant to s.586(b) of the Act.

[3] The application was not lodged within 14 dates after the Agreement was made. Pursuant to s.185(3)(b) of the Act, in all the circumstances, I consider it fair to extend the time for making the application to the date it was made, being 22 April 2022, and grant the extension until this date.

[4] I observe that certain provisions of the Agreement may be inconsistent with the National Employment Standards (**NES**). However, noting clause 7.2 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Employer has provided written undertakings. A copy of the undertakings is attached at Annexure A of this decision (**Undertakings**). The views of each person I know is a bargaining representative for the Agreement were sought in relation to the Undertakings and no objections were raised. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or

(b) result in substantial changes to the Agreement.

[6] Pursuant to s.190(3) of the Act, I accept the Undertakings.

[7] Subject to the Undertakings, and on the basis of the materials before the Commission, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to the application for approval of the Agreement have been met.

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

[9] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 16 June 2022. The nominal expiry date of the Agreement is 30 June 2024.



COMMISSIONER

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Annexure A

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/1212 – Application

Applicant:
Evergreen Life Care Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Kate Morton, CEO for Evergreen Life Care Ltd give the following undertakings with respect to the EVERGREEN LIFE CARE LTD ENTERPRISE AGREEMENT 2021 - 2024 ("the Agreement"):

1. Replace Clause 13.3(b) with the following:
'Before commencing part time employment, Evergreen and the Employee must agree in writing the guaranteed minimum number of hours to be worked and the days of the week and shifts that will be worked. For all Employees except those employed in nursing classifications, the agreement will also include the starting and finishing times each day. This may be varied at any time by mutual agreement.'
2. Remove Clause 13.7 Junior Rates
3. Insert the following at Clause 19.3 of the Agreement:
e) Notwithstanding b), c) and d) above, Aged Care Employees may only work broken shifts by mutual agreement.
4. Insert at Clause 18.5:
c) Home Care employees required to work on a Sunday are entitled to a 200% Sunday penalty rate (permanent employees) and 225% Sunday penalty rate (casual employees).
5. Insert the following at Clause 15.8 c) of the Agreement:
"iii. Casual Health professional employees receive a minimum of 3 hours for each engagement."
6. Amend Clause 17.1 (c) of the agreement to the following:
Where an employee is deprived of a part of their break or their break between shifts as required by Clause 21 will be paid the overtime rates of 200% in such an instance.
7. Delete Clause 21.4 (a) Break Between Shifts and replace with the following:

Annexure A

a) An employee will be allowed a break of not less than 10 hours between the termination of one shift or period of duty and the commencement of another.

(b) By mutual agreement, the 10 hour rest break may be reduced to eight hours.

8. Remove Clause 28.10.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

09/06/2022

Date



EVERGREEN LIFE CARE LTD

ENTERPRISE AGREEMENT 2021 - 2024

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

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CLAUSE 1 – MAKING OF THIS AGREEMENT

- 1.1 This Agreement is made under Section 172 of the Fair Work Act 2009 (“the Act”).
- 1.2 The Employer will take the necessary steps to seek approval of this Agreement under Section 186 of the Act.
- 1.3 This Agreement contains notes and examples in text boxes to explain the meaning of some clauses. These notes and examples do not create obligations or entitlements. They are included to assist in the interpretation of the Agreement.

CLAUSE 2 - TITLE

- 2.1 This Agreement shall be known as the Evergreen Life Care Enterprise Agreement 2021-2024 and throughout is referred to as “the Agreement”.

CLAUSE 3 – PARTIES BOUND

- 3.1 This Agreement shall be binding according to its terms upon the following:
 - a) Evergreen Lifecare Ltd (ABN 95 003 777 259) herein known as Evergreen;
 - b) Health Services Union NSW Branch;
 - c) New South Wales Nurses and Midwives' Association; and
 - d) Australian Nursing and Midwifery Federation (NSW Branch); and
 - e) those employees of Evergreen performing work within the structure contained in this Agreement.

CLAUSE 4 – COMMENCEMENT AND DURATION

- 4.1 The Agreement will take effect 7 days after the date of approval by the Fair Work Commission. The Agreement will have a nominal expiry date of 30 June 2024.
- 4.2 Renegotiation of the Agreement will commence by 3 months prior to the nominal expiry date of the Agreement.

CLAUSE 5 – COMPLETE AGREEMENT

- 5.1 Other than individual flexibility agreements reached in accordance with Clause 44: Request for Flexible Working Arrangements, the Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, it represents a complete statement of the mutual rights and obligations between the Employer and their employees to the exclusion (to the extent permitted by law) of other laws, Awards, Agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.

CLAUSE 6 – AGREEMENT FLEXIBILITY

6.1 Evergreen and an employee covered by this Agreement may agree to make individual flexibility arrangements to vary the effect of terms of the Agreement if:

- a) the agreement deals with one (1) or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
- b) the arrangement meets the genuine needs of Evergreen and the employee in relation to one (1) or more of the matters mentioned in sub-clause 6.1 (a); and
- c) the arrangement is genuinely agreed to by Evergreen and the employee.
- d) Management when seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited management will take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

6.2 Evergreen must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

6.3 Evergreen must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of Evergreen and the employee; and
- c) is signed by Evergreen and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) includes details of:
 - i. the terms of this Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- e) states the day on which the arrangement commences.

6.4 Evergreen must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

6.5 Evergreen or the employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement; or
- b) if Evergreen and the employee agree in writing - at any time.

CLAUSE 7 – NATIONAL EMPLOYMENT STANDARDS (NES)

7.1 The NES, as may be varied from time to time, must apply to the Employees who are bound by the Agreement. Any provisions of the NES that are also referred to or set out in the Agreement are for the convenience of the parties.

7.2 Where the NES, as may be varied from time to time, provides a condition or entitlement more favourable to the Employee than a condition or entitlement set out in the Agreement, the NES prevails.

7.3 Where the Agreement provides a condition or entitlement more favourable to the Employee than a condition or entitlement of the NES, the Agreement prevails.

7.4 A Fair Work Information Statement will be provided in accordance with Section 125 of the Act.

7.5 A Casual Employment Information Statement will be provided in accordance with Section 125B of the Act.

CLAUSE 8 - DEFINITIONS

Where a term of this Agreement has a corresponding definition in the Act, the Regulations or the NES, the definition in the Act, the Regulations or the NES shall apply. Any such terms that are also defined in this Agreement are defined for the convenience only of the parties and shall be overridden to the extent of any inconsistency with the definition found in the Act, the Regulations, or the NES.

For the purpose of this Agreement:

Act means the Fair Work Act 2009 (as amended).

ADO means accrued day off

AHPRA means the Australian Health Practitioner Regulation Agency

Base Rate of Pay means the rate of pay for a period worked (however the rate is described) that does not include incentive-based payments and bonuses, loadings, monetary allowances, penalty rates or any other similar separately identifiable entitlements

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

De Facto Partner means:

- a) A person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on genuine domestic basis (whether the Employee and the person are of the same sex or different sexes;) and
- b) Includes a former de facto partner of the Employee

Employer means the Employer listed in Parties Bound in clause 3.1(a)

FWC means the Fair Work Commission

Higher Duties means the duties and tasks of another employee, or job, in a higher classification

Household member means any person who lives with the Employee

Immediate Family means:

- a) A spouse, a former spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- b) A child, parent, grandparent, grandchild or sibling of a spouse or a former spouse or de facto partner of the Employee.

NES means the National Employment Standards

Nurse means a Registered Nurse or Enrolled Nurse

Ordinary Pay means the base rate of pay; any applicable over agreement payments for ordinary hours of work; it does not include, shift, or weekend penalties

Shift Worker means:

- a) An Employee who is regularly rostered to work their ordinary hours outside Monday to Friday, 6am to 6pm; and/or
- b) An Employee who works for more than 4 ordinary hours on 10 or more weekends

Union or Unions means the Australian Nursing & Midwifery Federation New South Wales Branch (also known as the NSWNMA) and the Health Services Union New South Wales Branch

CLAUSE 9 – NO EXTRA CLAIMS

- 9.1 The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it all applies and agree that they will not pursue any extra claims during the term of this Agreement.
- 9.2 Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against Evergreen until the nominal expiry date has passed the requirements of the Act have been satisfied.
- 9.3 Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement. The parties acknowledge that the terms of this Agreement represent the totality of all matters arising from this agreement and that no industrial action shall be taken in support of any matter(s) whatsoever which is (are) covered or not covered by this Agreement until its nominal expiry date has passed and the requirements of the Act have been satisfied.
- 9.4 In the event that the Modern Awards pertaining to this Agreement are the subject of Work Value Case or other increase to rates of pay, Evergreen will consult with the relevant parties during the life of this Agreement.

CLAUSE 10 – RELATIONSHIP TO POLICIES AND PROCEDURES

- 10.1 This Agreement requires the employees to perform their duties in accordance with the policies and procedures determined by Evergreen, in place and as varied from time to time. This Agreement does not incorporate or otherwise include as terms of this Agreement any such policy or procedure and does not affect Evergreen's ability to vary, revoke or establish any such policy or procedure from time to time.

CLAUSE 11 – ACCESS TO AGREEMENT AND NES

- 11.1 The Employer must ensure that copies of this Agreement and the NES are available to all Employees in a readily accessible location at or near the workplace or through electronic means.

CLAUSE 12 – NATIONAL CRIMINAL HISTORY CHECK

- 12.1 The Employer is required to ensure Employees, contractors, and volunteers, who have, or are reasonably likely to have, access to care recipients undergo a National Criminal History Record Check, commonly known as a Police Check.
- 12.2 The Employer will pay the cost of new Employee's initial Police Check before commencing employment if required.
- 12.3 The Employer will pay the cost of renewal of Police Checks for Employees required to undergo such checks.

CLAUSE 13 – EMPLOYEE ENGAGEMENT

13.1 MINIMUM EMPLOYMENT PERIOD

- a) Employees (other than casual employees) will be on a period of probation for the first six (6) months of engagement for the purpose of determining the employee's suitability for ongoing employment.
- b) At any time during the probation period, Evergreen or the employee may terminate the employment by providing written notice in accordance with Clause 51: Termination of Employment.
- c) Employees will not be protected from unfair dismissal where they are terminated within the probation period ending at the earlier of:
 - i. the time when the person is given notice of the dismissal; or
 - ii. immediately before the dismissal.

13.2 FULL TIME EMPLOYEES

A full time Employee is engaged to work an average of 38 hours per week.

13.3 PART TIME EMPLOYEES

- a) A part time Employee is engaged to work less than 38 hours per week and whose hours of work are reasonably predictable.
- b) Before commencing part time employment, Evergreen and the Employee must agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements that will apply to those hours. This may be varied at any time by mutual agreement.
- c) A part time Employee may work more than the guaranteed minimum number of hours, that is additional hours, up to 38 hours per week. The Employee will be paid the Ordinary Rate of Pay for these additional hours.

- d) At the request of a part-time Employee, the guaranteed minimum number of hours to be worked by the Employee can be reviewed after 26 weeks, where the Employee is regularly working more than their guaranteed minimum number of hours. If the Employee regularly works additional hours the Employer must increase the Employee's guaranteed minimum hours. This variation must be in writing. This will not apply to additional hours worked if the additional hours are due to any of the following:
 - i. Relieving another Employee who is absent;
 - ii. Temporarily acting in another Employee's position; or
 - iii. Short term operational requirements.
- e) The provisions of the Agreement will apply to part time Employees on a pro-rata basis. Part time Employees must receive the same entitlements (such as leave) at the proportion of their hours to those of a full time Employee.

13.4 **CASUAL EMPLOYMENT**

- a) A casual Employee is an Employee engaged on an hourly basis.
- b) A casual Employee will be paid a loading of 25% of the Ordinary Hourly Rate of Pay for their classification.

c) **CASUAL CONVERSION**

- i. A casual Employee who has been rostered on a regular and systematic basis over a period of 12 months has the right to request conversion to permanent employment.
- ii. A regular casual Employee is a casual Employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full time Employee or part-time Employee under the provisions of this Agreement.
- iii. Any request under this sub-clause must be in writing and provided to Evergreen.
- iv. Where a regular casual Employee seeks to convert to full-time or part-time employment, Evergreen may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.
- v. **Reasonable grounds for refusal include that:**

- a. it would require a significant adjustment to the casual Employee's hours of work for the Employee to be engaged as a full-time or part-time Employee in accordance with the provisions of this Agreement - that is, the casual Employee is not truly a regular casual Employee as defined in subclause (a); or
- b. it is known or reasonably foreseeable that the regular casual Employee's position will cease to exist within the next 12 months; or
- c. it is known or reasonably foreseeable that the hours of work which the regular casual Employee is required to perform will be significantly reduced in the next 12 months; or
- d. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.
- e. the hours worked in the following circumstances will also not be incorporated in a consent and conversion:
 - I. where the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and/or
 - II. where the increase in hours is due to a temporary increase in hours, for example, due to the specific needs of a resident or client.

13.5 TRAINEES

Trainees will be employed in accordance with the provisions set out in the Miscellaneous Award 2020. The rates contained in the Miscellaneous Award 2020 will move in accordance with changes to the Trainee rates in the Miscellaneous Award 2020 as they vary from time to time.

13.6 APPRENTICES

- a) In addition to the above categories, Employees may be engaged as Apprentices.

- b) Apprentice means an Employee who is serving a period of training under a training contract for the purpose of rendering him or her fit to be a qualified worker in the industry.
- c) No Apprentice will be permitted or required to perform work which would prevent the apprentice from attending classes at their relevant training establishment.

13.7 JUNIOR RATES

Age	Minimum % of the minimum weekly rate
16 years of age and under	50
17 years of age	60
18 years of age	70
19 years of age	85
20 years of age	100

Junior rates contained in sub-clause 13.7 will only apply to Support Stream positions in the New Entrant, Grade 1, and Grade 2 in Schedule B Table 1.

CLAUSE 14 - CLASSIFICATION

- 14.1 The Employer must classify Employees according to the structure and definitions set out in Schedule A – Employment Classifications.
- 14.2 If an Employee believes that they are incorrectly classified, they may request a review of their classification.
- 14.3 A request for a review of classification must be given to the Employer in writing.
- 14.4 The Employer must consider the request considering the following:
 - a) The nature of the work undertaken; and
 - b) The skills and responsibilities required; and
 - c) The conditions under which the work is performed.
- 14.5 This will not apply if an Employee is simply performing more work at the same classification or different work at the same classification or temporarily occupying a position at a higher level under Clause 25 - Higher Duties.

14.6 The above provisions do not apply to Registered Nurses (Level 5 Employees) who progress based upon years of service.

14.7 **RECOGNITION OF SERVICE AND EXPERIENCE FOR REGISTERED NURSES AND ENROLLED NURSES**

- a) From the time of commencement of employment, Employees classified as Registered Nurses and Enrolled Nurses have 3 months in which to provide documentary evidence to the Employer, detailing any other relevant service or experience not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration.
- b) Until such time as the Employee furnishes any such relevant documentation contemplated in clause 14.7(a), the Employer will pay the Employee at the level for which proof has been provided.
- c) If within 3 months of commencing employment an Employee does provide the relevant documentary evidence of other previous relevant service or experience not disclosed at the time of commencement, the Employer will pay the Employee at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- d) If an Employee provides documentary evidence of other previous relevant service or experience not disclosed at the time of commencement after the said 3 months period, the Employee will be paid a rate appropriate for the previous relevant service or experience then proved, but only from the date of providing that evidence to the Employer.
- e) An Employee who is working in the same classification for more than one organisation will notify the Employer within 1 month of the end of each quarter of their hours worked with those other Employers in the last quarter.
- f) An Employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other Employers) as and from a particular date must provide proof of that entitlement within 3 months of that entitlement arising. If that proof is so provided, the Employee will be paid at the higher rate as and from the date they were entitled to progress to the next year of service or experience. If the proof is provided outside that 3-month period, the Employee will be paid at the higher rate only from the date that proof is provided.

- g) For the purpose of yearly progression based on service and experience, an Employee must complete 1976 hours of work including any Annual Leave taken during the year.

14.8 LABOUR FLEXIBILITY AND MIXED FUNCTIONS

- a) The Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence, and training.
- b) The Employer may direct an Employee to carry out such duties and use such tools and equipment as may be required, provided the Employee possesses the relevant skills and competence to perform such tasks. Where the Employee does not possess such skills and competence, appropriate training shall be facilitated.
- c) Any direction issued by the Employer pursuant to clauses 14.8 (a) or 14.8 (b) will be consistent with the Employer's responsibility to provide a safe and healthy working environment for Employees, and the Employer's duty of care to residents and/or clients.

CLAUSE 15 – ARRANGEMENT OF HOURS

15.1 The ordinary hours of work, exclusive of mealtimes, must not exceed an average of 38 hours per week.

15.2 The hours of work in clause 15.1 may be arranged as follows:

- a) 76 hours per fortnight to be arranged so that each Employee will not work their ordinary hours on more than ten (10) days in the fortnight; or
- b) 152 hours in a 28 calendar-day cycle to be arranged so that each Employee must not work their ordinary hours on more than 20 days in the 28 calendar-day cycle; or
- c) 152 hours in a 28 calendar-day cycle to be arranged so that each Employee will not work their ordinary hours on more than 19 days with the twentieth day taken as an Accrued Day Off (ADO) paid at the ordinary rate.
- d) As otherwise agreed in writing between the Employer and the Employee over a period of no more than 13 weeks.

- 15.3 Employees will be free from duty for not less than 2 full days in each week or 4 full days in each fortnight or 8 full days in each 28-day cycle. Where practical, days off will be consecutive. These days are referred to as Rostered Days Off (RDO).
- 15.4 Each shift must consist of no more than 10 ordinary hours of work (not including unpaid meal breaks).
- 15.5 The Employer will not require an employee to work more than 7 consecutive shifts however where the employee requests and Evergreen agrees this must be confirmed in writing. This agreement will be confirmed by way of an Individual Flexibility Agreement as described in Clause 6: Agreement Flexibility.
- 15.6 Except for meal breaks and the periods not worked in broken shifts, all time from the commencement to the cessation of duty of each shift will count as working time.
- 15.7 The Employer will ensure there is a provision in rosters for a minimum 15-minute handover at the commencement of each shift.
- 15.8 **MINIMUM STARTS**
- a) Full time Employee:
 - i. A full time Employee must be paid a minimum of 4 hours for each shift.
 - b) Part time Employee:
 - i. A part time Employee must be paid a minimum of 3 hours for each shift.
 - c) Casual Employees:
 - i. Casual Employees who are not involved in Home Care must be paid a minimum of 2 hours for each shift.
 - ii. Casual Employees involved in Home Care work must be paid a minimum of 1 hour for each shift.
 - d) Minimum starts do not apply to hours relating to travel and meetings whether they be compulsory, voluntary, or disciplinary.
- 15.9 **REASONABLE ADDITIONAL HOURS**
- a) All hours worked over an average of 38 ordinary hours per week, will be deemed to be additional hours. All hours worked by part time Employees beyond their guaranteed minimum number of hours will be treated as

additional hours for the purpose of this clause. From time to time, full time Employees may be asked to work a reasonable number of additional hours. Part time Employees may be asked, but are not required, to agree to work a reasonable number of additional hours. All additional hours worked will be paid in accordance with this Agreement.

- b) An Employee must not be required to work additional hours in circumstances where the working of additional hours would result in the Employee working hours which are unreasonable having regards to (refer to section 62 of the Act):
- i. Any risk to Employee health and safety from working the additional hours;
 - ii. The Employee's personal circumstances, including family responsibilities;
 - iii. The needs of the workplace or enterprise in which the Employee is employed;
 - iv. Whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - v. Any notice given by the Employer of any request or requirement to work the additional hours;
 - vi. Any notice given by the Employee of their intention to refuse to work the additional hours;
 - vii. The usual patterns of work in the industry, or the part of an industry, in which the Employee works;
 - viii. The nature of the Employee's role, and the Employee's level of responsibility;
 - ix. Whether the additional hours are in accordance with averaging terms included under Section 63 of the Act or this Enterprise Agreement that applies to the Employee;
 - x. Any other relevant matter.

15.10 ACCRUED DAYS OFF (ADO)

- a) A full time Employee whose ordinary hours of work are arranged in accordance with clause 15.2(c) will be entitled to an ADO in each cycle of 28 days. The ordinary hours of work on each of those days will be arranged to

include a proportion of one hour on the basis of 0.4 of one hour for each 8-hour shift worked which will accumulate towards the Employee's Accrued day off duty on pay.

- b) A full time Employee's ADO will be determined by mutual agreement between the Employee and the Employer having regard to the needs of the place of employment or sections thereof. Such ADO will, where practicable, be consecutive with the rostered days off. Provided that ADOs will not be rostered on public holidays.
- c) Where the Employer and the Employee agree, up to 5 ADOs may be accumulated and taken in conjunction with the Employee's Annual Leave or at another agreed time.
- d) Where more than 5 days have been accumulated, the Employer may require the Employee to:
 - i. take the ADOs within 3 months; or
 - ii. be paid out the ADOs at ordinary pay.
- e) No time towards an ADO will accumulate during periods of workers' compensation, unpaid Parental Leave, Long Service Leave, any period of unpaid leave, Annual Leave or on an ADO.
- f) Credit towards an ADO will continue to accumulate whilst an Employee is on paid Personal/Carer's Leave. Where an accrued day off falls during a period of Personal/Carer's Leave, the Employee's available Personal/Carer's Leave shall not be debited for that day.
- g) Employees entitled to ADOs will continue to accrue credits towards them in respect of each day those Employees are absent on leave in accordance with Clause 19: Public Holidays.
- h) An Employee will be paid for any accumulated ADOs, at ordinary pay, on the termination of their employment for any reason.
- i) By agreement with the Employer, an Employee may cash out any accumulated ADOs at ordinary pay.

CLAUSE 16 - ROSTERS

16.1 The principles which will inform the rostering allocations are as follows:

- a) No one, as a right, has a fixed roster. Rostering preferences will be accommodated as far as possible, consistent with filling the roster in accordance with experience and skill mix requirements. Employees will be obligated to comply with rostering requirements. The Employer will consider Employee requests to not fill the shift on a case-by-case basis.
- b) An appropriate skill mix of Registered Nurses, Enrolled Nurses and Carers shall be considered to meet the needs of resident care.
- c) As far as possible the same staff will be allocated to the same residents to ensure continuity of care.

16.2

- a) The Employer must ensure that the roster is made available for each Employee in a form accessible to the Employee. A roster which includes the following information:
 - i. The ordinary hours of work for each Employee;
 - ii. Each sleepover; and
 - iii. ADOs where applicable.
- b) The roster must be displayed at least two weeks prior to the commencing date of the first working period in any roster subject to clause 16.2(c). The parties agree that it is desirable to display the roster as far in advance as is possible, and the Employer will use their best endeavours to ensure that the roster is displayed 4 weeks prior.
- c) The roster and changes to the roster may be communicated to an Employee in a range of ways including a hard copy in a place conveniently accessible to an Employee such as portal, App, telephone, direct contact, mail, email, or SMS. Appropriate consultation should be undertaken with individuals where roster changes are to be of a more permanent nature.
- d) Clause 16.2(a) will not make it obligatory for the Employer to display any roster of ordinary hours of work of casual or relieving Employees.

16.3

- a) Apart from clause 16.2, a roster may be altered at any time:
 - i. So as to enable the service of the organisation to be carried on;
 - a. where another Employee is unexpectedly absent from duty; or

- b. in the event of an emergency; or
 - ii. In accordance with clause 16.4: Client Cancellation; or
 - iii. Where the Employer and Employee affected agree.
- b) Where vacant shifts exist, Evergreen will wherever possible, offer additional shifts to permanent part-time employees before they are offered to casual employees or agency staff.

16.4 CLIENT CANCELLATION

- a) Evergreen will take all reasonable steps to notify the Employee of the change in client service arrangements, as soon as possible. Such reasonable steps will be by way of direct communication as outlined in sub-clause 16.2 (c) such as telephone notification or SMS text message.
- b) Where a home care client cancels or changes the scheduled service, a full-time or part time Employee may be directed to perform other work at the same time without loss of pay.
- c) Where the Employer cannot provide other work at that time, they may direct the Employee to work make-up time within the following 3 months.
- d) The Employer may not direct the Employee to work make-up time if they had not been notified of the cancellation before the Employee arrived to perform that work.
- e) The Employer may only withhold payment for the cancelled period if:
 - i. They provide the Employee with notice of this change by 5.00 pm the day before; and
 - ii. The Employee informs them in writing at the time of the notice that they will not work make-up time within the following 3-month period.
- f) Make-up time may include work with other clients or in other areas of the Employer's business.
- g) The Employer may only direct an Employee to work make-up time at a time and place that is reasonable.
- h) An Employee must not unreasonably refuse to work make-up time.

CLAUSE 17 - OVERTIME

17.1 Overtime is paid in the following circumstances:

a) Where a full time Employee:

- i. Works in excess of their ordinary hours;
- ii. Works in excess of 10 hours per shift;
- iii. Works on a rostered day off.

Classification of Employee	Monday to Friday	Saturday	Sunday	Public holidays
Aged Care	150% for the first two hours and 200% thereafter	200%	200%	250%
Health Professional, Nursing and Home Care		150% for the first two hours and 200% thereafter		

b) Where a part time or casual Employee works:

- i. Additional hours in excess of 10 hours per day (part time or casual); and/or
- ii. Additional hours in excess of 76 hours per fortnight (part time or casual); and/or
- iii. Additional hours worked on a day that means the Employee has not had 4 work-free days in that fortnight (part time).
- iv. Additional hours in excess of the rostered hours on any one day (unless an agreement has been reached under clause 15.9 to work reasonable additional hours) (part time).

Classification of Employee	Monday to Friday	Saturday	Sunday	Public Holidays
Part time Health Professional, Nursing and Home Care	150% for the first two hours and 200% thereafter	150% for the first two hours and 200% thereafter	200%	250%

Casual Health Professional and Nursing	187.5% for the first two hours and 250% thereafter	187.5% for the first two hours and 250% thereafter	250%	312.5%
Casual Home Care	175% for the first two hours and 225% thereafter	175% for the first two hours and 225% thereafter	225%	275%
Part time Aged Care - all time worked in excess of 38 hours per week or 76 hours per fortnight	150% for the first two hours and 200% thereafter	200%	200%	250%
Casual Aged Care - all time worked in excess of 38 hours per week or 76 hours per fortnight	187.5% for the first two hours and 250% thereafter	250%	250%	312.5%
Part time Aged Care - all time worked in excess of 10 hours per day	150% for the first two hours and 200% thereafter	150% for the first two hours and 200% thereafter	200%	250%
Casual Aged Care - all time worked in excess of 10 hours per day	187.5% for the first two hours and 250% thereafter	187.5% for the first two hours and 250% thereafter	250%	312.5%

- c) Where an Employee is deprived of part of their break or their break between shifts as required by Clause 21.
- 17.2 Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in Clause 18: Shift and Weekend Work and the casual loading in clause 13.4 b).
- 17.3 Where the next shift is due to commence before the Employee has had their break, one of the following will apply:
 - a) The Employee will be released prior to, or after the completion of their shift to permit them to have their break without loss of pay for the working time occurring during such absence.
 - b) If at the request of the Employer, an Employee works without their break, they will be paid until they are released from duty at overtime rates. Once released from duty such Employees will be entitled to be absent from work until they have had their 10-hour break without loss of pay for working time occurring during such an absence.
- 17.4 **RECALL TO WORK OVERTIME**
 - a) With the exception of Employees working broken shifts, Employees who are recalled to work overtime after leaving the Employer's place of work will be paid a minimum of four hours at the applicable overtime rate for each time recalled. The 4-hour minimum payment only applies where overtime is payable for any of the work for which the employee is recalled to perform. Provided that, except in unforeseen circumstances, an employee shall not be required to work the full four hours if the tasks they were recalled to perform are completed within a shorter period. An Employee recalled to work overtime will be reimbursed reasonable travel expenses incurred in respect of the recall to work.
 - b) Where an Employee elects to use their own vehicle, the Employee will be paid the per-kilometre allowance set out in Schedule B to this Agreement.
- 17.5 For the purposes of assessing overtime, each day will stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all

overtime hours in this period will be regarded as if they had occurred within the one day.

CLAUSE 18 – SHIFT AND WEEKEND WORK

18.1 Employees, other than Home Care Employees and Health Professionals, will be paid the following penalties, calculated on their ordinary pay, for shifts rostered in accordance with the following. Provided that part time and casual Employees will only be entitled to the additional rates where their shifts commence prior to 6.00am, or finish subsequent to 6:00pm:

- a) 10% for afternoon shift commencing at or after 10:00 am and before 1:00 pm.
- b) 12.5% for afternoon shift commencing at or after 1:00 pm and before 4:00 pm.
- c) 15% for night shift commencing at or after 4:00 pm and before 4:00 am.
- d) 10% for night shift commencing at or after 4:00 am and before 6:00 am.

18.2 Home Care Employees will be paid the following penalties, calculated on their on their ordinary pay for shifts rostered in accordance with the following:

- a) 12.5% for afternoon shift which finishes after 8.00 pm and at or before 12 midnight Monday to Friday.
- b) 15% for night shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday.

18.3 Where the ordinary rostered hours of work of a Health Professional, who is a shift worker, finish between 6.00 pm and 8.00 am or commence between 6.00 pm and 6.00 am, the Employee will be paid an additional loading of 15% of their ordinary rate of pay.

18.4 In addition to applicable shift penalties, in clauses 18.1, 18.2 and 18.3, Casual Employees will also be entitled to the casual loading calculated on their ordinary rate of pay.

18.5 Full time or part time Employees will be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:

- a) For work between midnight on Friday and midnight on Saturday - time and one half.

- b) For work between midnight on Saturday and midnight on Sunday - time and three quarters.

18.6 A casual Employee who works on a weekend will be paid the following rates:

- a) For work between midnight on Friday and midnight on Saturday - time and three quarters.
- b) For work between midnight on Saturday and midnight on Sunday- double time and one quarter.

CLAUSE 19 - BROKEN SHIFTS

19.1 A 'broken shift' for the purposes of this clause means a single shift worked by an Employee that includes one or more breaks other than a meal break.

19.2 An Employee may agree to work broken shifts at any time for any duration.

19.3 An Employee may be required to work broken shifts only in the following circumstances:

- a) In home care; or
- b) In an emergency – including an Employee absence; or
- c) Up to and including a four (4) week continuous period for circumstances other than those covered by clauses 19.3 a) and 19.3 b)
- d) Where an Employee has served a period of broken shifts in accordance with clause 19.3 c) the Employee will not be required to serve a further period on broken shifts until he or she has been off broken shifts for a period equivalent to the previous period of broken shifts.

19.4 Where the time between the commencement and termination of the broken shift exceeds 12 hours, all work performed beyond those 12 hours will be paid at double time.

19.5 An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

19.6 Where a broken shift is worked, an Employee will receive an allowance equivalent to half an hour of their ordinary pay per shift as per Schedule B Table 4 - Allowances.

- 19.7 Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with Clause 18: Shift and Weekend Work, plus the allowance in Schedule B Table 4 - Allowances.

CLAUSE 20 – PUBLIC HOLIDAYS

- 20.1 Public holidays are provided for the NES. This clause contains additional provisions.
- 20.2 The parties acknowledge that Evergreen provide services to their residents and clients 24 hours a day, 7 days a week. In acknowledging this, Employees accept that in certain positions they may be required to work on a public holiday. This Agreement expressly contemplates that the Employer will require work on public holidays, or particular public holidays, and the parties acknowledge that the nature of the work performed by the Employee, the type of employment (for example, whether full time, part time, casual, or shift work) and the nature of the Employer's workplace or enterprise (including its operational requirements) will require work on public holidays, or particular public holidays.
- 20.3 The Employer may request any Employee who is not normally working on a public holiday to work on a particular public holiday.
- 20.4 The Employee may refuse the request (and take the day off) if the Employee has reasonable grounds for doing so. In determining whether a request or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
- a) The nature of the Employer's workplace as stated in clause 20.2, and the nature of the work performed by the Employee;
 - b) The Employee's personal circumstances, including family responsibilities;
 - c) Whether the Employee could reasonably expect that the Employer might request work on the public holiday as outlined in clause 20.2;
 - d) Whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of work on the public holiday;
 - e) The type of employment of the Employee (for example, whether full time, part time, casual, or shift work);

- f) The amount of notice in advance of the public holiday given by the Employer when making the request;
 - g) In relation to the refusal of a request, the amount of notice in advance of the public holiday given by the Employee when refusing the request; or
 - h) Any other relevant matter.
- 20.5 An Employee who, without the consent of the Employer or without reasonable cause, such as Personal/Carer's Leave, is absent from work on a public holiday after agreeing to work on a public holiday, is not entitled to any payment for such public holiday.
- 20.6 For the purposes of the Agreement, the following are deemed to be public holidays:
- a) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day;
 - b) Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday; and
 - c) Local Public Holiday:
 - i. Any other day, or part-day, declared or prescribed by or under a law of New South Wales to be observed as a public holiday, other than a day or part-day, or a kind of day or part-day that is excluded by the regulations from counting as a public holiday.
 - d) Additional Public Holiday:
 - i. At the commencement of each calendar year, the Employer must nominate a day to be observed as an additional public holiday.
 - e) The Employer and Employees may agree to substitute another day for a public holiday observed at clause 20.6.
- 20.7 An Employee who is required to and does work on any public holiday prescribed in this clause will be paid in lieu of all other shift penalties (except broken shift allowances), and payment shall be as follows:

- a) Full time Employees: Double time and a half for all ordinary time worked. Alternatively, the Employee may elect to be paid time and a half for the hours worked and take the remaining time as 1 ordinary working day off, to be taken at a time agreed between the Employee and Employer. The Employer must not unreasonably refuse a request. The ordinary working day off must be taken within 12 weeks. If the time off is not taken within 12 weeks the Employer must pay the Employee the equivalent hours at the ordinary rate of pay.
- b) Part time Employees: Double time and a half for all ordinary time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary pay. Alternatively, the Employee may elect to be paid time and a half for the hours worked and take the remaining time as 1 ordinary working day off, to be taken at a time agreed between the Employee and Employer. The Employer must not unreasonably refuse a request. The ordinary working day off must be taken within 12 weeks. If the time off is not taken within 12 weeks the Employer must pay the Employee the equivalent hours at the ordinary rate of pay.
- c) Casual Employees: Double time and three-quarters of the ordinary rate of pay for all time worked. Such payment will be taken to be inclusive of and not in addition to the casual loading referred to in clause 13.4.

CLAUSE 21 – BREAKS

21.1 TEA BREAKS

- a) Two separate 10-minute tea breaks (in addition to meal breaks) will be allowed to each Employee on duty during each ordinary shift of 7.6 hours or more.
- b) Where an Employee works 4 hours or more but less than 7.6 hours, the Employee will be allowed one 10-minute tea break.
- c) Subject to agreement between the Employer and the Employee, the two 10-minute tea breaks may alternatively be taken as one 20-minute tea break, or by one 10-minute tea break with the Employee allowed to proceed off duty ten minutes before the completion of the normal shift finishing time.

- d) Such tea break/s shall count as working time.

21.2 MEAL BREAKS

- a) Employees will not be required to work more than 5 hours without a meal break. Such meal break will be of between 30- and 60-minutes' duration and will not count as time worked.
- b) Where an Employee works a 6-hour shift and the Employee requests that they may work without a break and the Employer agrees, then the Employee may work without a break.
- c) Where a Home Care Employee is required by the Employer to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at ordinary pay, and clause 21.2(a) does not apply.
- d) In the event that all or some of the meals of breakfast, lunch and dinner are not provided for a live-in home carer, the Employer will reimburse such reasonable amounts for same, upon proof of expenditure.

21.3 Aside from the provisions of Clause 21.2, an Employee required to work in excess of 10 hours in a shift will be entitled to a 60-minute meal break. Such time will be taken as either two 30-minute meal breaks or one 60-minute meal break, subject to agreement between the Employer and Employee.

21.4 An Employee must receive the following breaks between shifts:

- a) 8 hours:
 - i. Between ordinary rostered shifts, which are not broken shifts; and/or
 - ii. Where reasonable additional hours are worked which are not overtime hours; and
- b) 10 hours
 - i. where overtime is worked or where broken shifts are worked on successive days.

CLAUSE 22 – MANDATORY MEETINGS AND TRAINING

22.1 The Employer must provide an Employee with reasonable notice of the requirement to attend a mandatory meeting or mandatory training.

- 22.2 An Employee attending a mandatory meeting or mandatory training that interrupts their required break between rostered shifts will be paid at the overtime rate of pay for the duration of the meeting or training.
- 22.3 Where it is not practical to provide mandatory training to an Employee during their normal rostered hours of work clause 28.7 applies.

CLAUSE 23 – PAY AND PAYMENT

- 23.1 The Employer must pay Employees according to their classification in accordance with Schedule B Table 1 - Rates of Pay.
- 23.2 Employees must be provided with the particulars of their wages via a payslip in electronic form or hard copy.
- 23.3 Wages shall be paid fortnightly or where mutually agreed, monthly.
- 23.4 Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution as nominated by the Employee. Wages shall be deposited by the Employer in sufficient time to ensure that wages are available for withdrawal by Employees by the close of business on payday. Where the wages are not available to the Employee by such time due to circumstances beyond the Employer's control, the Employer shall not be held accountable for such delay.
- 23.5 Where the services of an Employee are terminated with due notice, all moneys owing shall be paid upon cessation of employment, but in the case of termination without due notice, within 3 working days.
- 23.6 Where the Employer has overpaid an Employee, the Employer shall notify the Employee in writing of such overpayment and how such overpayment is made up and, may recover such amounts with the agreement of the Employee as to the amount of overpayment and method of such recovery. This clause authorises the use of deductions from wages for the purpose of such recovery. All deductions from wages must be authorised in writing by the Employee.
- 23.7 **CASUAL EMPLOYEES**
- a) The base rates of pay in the appropriate employment classification for casual employees shall be the hourly rates of pay set out in Schedule B Table 1 to this Agreement. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full time and part time employees.

- b) Where it is expressly stated in this Agreement that overtime and public holiday payments are to be made to casual employees, such payments shall be taken to be inclusive of casual loading referred to in this sub-clause.
- c) Other penalty payments for casual employees shall be made pursuant to Clause 18: Shift and Weekend Work.
- d) A casual employee will be paid shift allowances calculated on the ordinary pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- e) Casual employees shall have an entitlement to long service leave as governed by the provisions of the Long Service Leave Act 1955 (NSW).

23.8 The Employer must pay Employees according to their classification in accordance with Schedule B Table 1 – Rates of Pay.

CLAUSE 24 – ALLOWANCES

24.1 TRAVEL ALLOWANCE

- a) Travel Allowance applies when the Employer requires an Employee to travel in the following circumstances:
 - i. Training away from an Employee's Usual Place of Work; or
 - ii. A meeting away from an Employee's Usual Place of Work; or
 - iii. Performance of work away from an Employee's Usual Place of Work; or
 - iv. Home Care.
- b) An Employee who is required by the Employer to travel to attend training or a meeting away from the Employee's "Usual Place of Work" must be paid at the ordinary rate of pay for all excess travel time, being time that is additional to the Employee's normal travel time to and from their usual place of work and be reimbursed reasonable travel expenses.
- c) An Employee who is asked by the Employer and agrees to use their private vehicle for any of the purposes contained in clause 24.1, must be paid the Vehicle Allowance contained in Schedule B Table 4 – Allowances of the Agreement. This allowance will be revised each year in line with movements to the vehicles allowance in clause 15.7(a) of the Aged Care Award 2010.
- d) An Employee who uses public transport for any of the purposes contained in clause 24.1 (a), must be reimbursed actual expenses incurred for the travel.

- e) A Home Care Employee must be paid the Vehicle Allowance contained in Schedule B Table 4 – Allowances of the Agreement when their first or last client is in excess of 20 kilometres from their Home Address.
- f) A Home Care Employee who is required to use their motor vehicle on official business, must be paid at the vehicle allowance rate as set out in Schedule B Table 4 – Allowances excluding travel from the Employee's home to the first place of work, and return home travel at the end of their duties.
- g) If a Home Care Employee is rostered to work with consecutive clients, they must be paid the applicable hourly rate for all time travelled between consecutive clients, excluding travel from the Employee's home to the first place of work and return to home at the cessation of their duties. Time travelled/allocated will form part of the Employee's contract hours.

24.2 SLEEPOVER ALLOWANCE

- a) A sleepover means when an Employer requires an Employee to sleep overnight at premises where the client for whom the Employee is responsible is located.
- b) Employees working in Home and Community Care in addition to rostered hours worked, may be required to sleepover.
- c) Employees will be provided with a separate room with a bed, use of appropriate facilities, and free board and lodging for each night when the Employee sleeps over.
- d) In the event of the Employee on sleepover being required to perform work during the sleepover period, the Employee will be paid for the time worked at the ordinary rate of pay plus any applicable shift or weekend penalties with a minimum payment as for one hour worked. Where such time exceeds one hour, payment will be made at the prescribed rate for the duration of the work.
- e) The following conditions apply to each night of sleepover:
 - i. The Employee is not required to sleepover if there is a risk to the Employee's health and safety.
 - ii. The Employee must be paid an allowance for a sleepover in accordance with Schedule B Table 4 – Allowances to this Agreement.
 - iii. A sleepover must not be less than 8 hours and not more than 10 hours.

- iv. An Employee required to sleep over must be rostered for a shift either immediately prior or immediately after.

24.3 ON-CALL ALLOWANCE

- a) An Employee who, at the request of the Employer, agrees to be on call will be paid as per Schedule B Table 4 – Allowances for each period of 24 hours or part thereof.
- b) Employees who were employed at the commencement of this Agreement by Evergreen Life Care Limited, who are full time and part time Employees, who at the request of the Employer, agree to be on call during a period of 24 hours or part thereof, will be paid 2 hours ordinary pay per 24-hour period as an allowance for being on call.

24.4 IN CHARGE ALLOWANCE

- a) An Employee who is designated to be in charge of a residential aged care facility in the absence of management, shall be paid in addition to their appropriate salary, whilst in charge, an allowance in accordance with Schedule B Table 4 - Allowances.
- b) For the purposes of clause 24.4, a facility is a standalone operation.

24.5 UNIFORM AND LAUNDRY ALLOWANCE

- a) Where the Employer requires a uniform to be worn but does not supply it, the Uniform and Laundry Allowance will be paid in accordance with Schedule B Table 4 - Allowances.
- b) Where the uniform is provided by the Employer only the Laundry Allowance will be paid in accordance with Schedule B Table 4 - Allowances.
- c) The Uniform Allowance paid in accordance with clause 24.5(b), but not the Laundry Allowance, shall be paid during all absences on leave, except absences on Long Service Leave and absence on Personal/Carer's Leave beyond 21 days. Where, prior to the taking of leave, an Employee was paid a Uniform Allowance, the rate to be paid during the absence on leave shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- d) Laundry Allowance will be paid to Employees when absent for a week or less, but not for longer periods.

- e) Where the Employer requires an Employee to wear personal protective equipment or specialised clothing is required for the work performed by an Employee, this will be provided at no cost to the Employee.

24.6 MEAL ALLOWANCE

- a) An Employee who is required to work overtime for more than 2 hours and such overtime goes beyond 7:00am, 1:00pm and 6:00pm and where no meal is provided by the Employer, the Employee shall be paid an amount as set out in Schedule B Table 4 - Allowances.
- b) An Employee who is designated to be in charge of a residential aged care facility, in the absence of management, and is required to be on call during a meal break, will be paid an on-call allowance during a meal break provided by Schedule B Table 4 - Allowances. This clause applies to afternoon and night shifts, weekends, and public holidays only.

24.7 QUALIFICATIONS ALLOWANCE

- a) An Employee will be paid a qualification allowance in two circumstances:
 - i. Where the qualification is an agreed part of the Career Development Plan for the Employee as prescribed in clause 30; or
 - ii. Where the Employer agrees in writing with an Employee, whether new or existing, that the Employee will obtain a qualification that is required and is directly relevant to the work of the Employee and the qualification is not a base qualification.
- b) The qualifications allowance will be calculated according to:
 - i. The level of the qualification; and
 - ii. The Employee's base rate of pay on an hourly basis for their classification.
- c) The qualifications allowance calculations in accordance with clause 24.7, will be the following percentage of the Employee's base rate of pay on an hourly basis:
 - i. 3% for a short (3-6 month) post-trade certificate or advanced qualification.
 - ii. 4.0% for a post-graduate certificate.
 - iii. 6.0% for a post-graduate diploma.
 - iv. 7.5% for a Masters.
- d) The qualifications allowance will be paid:

- i. On the successful completion and award of the qualification; and
 - ii. Until the Employee's classification changes.
- e) The qualification allowance will not apply if the costs associated with obtaining the qualification have been fully funded by the Employer.
- f) The Employer will pay the qualifications allowance on only one qualification unless support for an additional qualification is deemed necessary and an additional allowance is endorsed by the Employer.

24.8 FIRST AID ALLOWANCE

- a) Evergreen will pay the cost of renewal of a valid First Aid Certificate for Employees required to maintain a valid First Aid Certificate for involvement in leisure and lifestyle activities and Home and Community Care in accordance with Schedule A – Employment Classifications.

CLAUSE 25 – HIGHER DUTIES

- 25.1 If an Employee directs an Employee to carry out duties of a higher classification, the Employee must be paid the Ordinary Hourly Rate of Pay for the higher classification for the whole shift if the duration of the work is more than 2 hours.

CLAUSE 26 – SUPERANNUATION

- 26.1 Evergreen will make superannuation contributions into an approved Superannuation Fund nominated by the Employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time
- 26.2 An 'approved fund' means:
 - a) HESTA; or
 - b) Any agreed complying superannuation fund – provided that the Employer will not unreasonably withhold agreement.
- 26.3 An Employee will nominate one approved fund to which all statutory superannuation contributions will be paid.
- 26.4 Should an Employee fail to nominate a fund; the Employer has determined HESTA as the default fund into which contributions will be paid under this Agreement.
- 26.5 The superannuation contributions will be calculated on ordinary time earnings (as defined by the Australian Taxation Office). The Employer must pay SG contributions on Employer Paid Parental Leave.

26.6 SALARY SACRIFICE TO SUPERANNUATION

- a) An Employee may salary sacrifice into superannuation. If an Employee chooses to salary sacrifice additional superannuation contributions into the Employee's one nominated approved fund, the Employer must pay the amount specified by the Employee into that fund.

CLAUSE 27 – SALARY PACKAGING

Evergreen operates a Salary Packaging System for all of its Employees. The terms and conditions of the system may make provision for a salary greater than that contained in the salary band. The package overall shall not be less favourable than the entitlements otherwise available under the Agreement on a global or overall basis and shall be subject to the following provisions:

- a) The Employer will ensure that the structure of any package complies with taxation and other relevant laws;
- b) The Employer will confirm in writing to the Employee the classification level and the current salary payable as applicable to the Employee under this Agreement;
- c) The Employer will advise the Employee in writing of their right to choose payment of that salary referred to in clause 27.2 (b) above instead of a salary package;
- d) The Employer will advise the Employee, in writing, that all Agreement conditions, other than the salary and those conditions as agreed in clause 27.2(e) below shall continue to apply;
- e) When determining the salary package, the non-salary fringe benefit shall be in accordance with relevant Australian Taxation Office legislation;
- f) A copy of the agreement shall be made available to the Employee;
- g) The Employee shall be entitled to inspect details of the payments made under the terms of this agreement;
- h) The configuration of the salary package shall remain in force for the period agreed between the Employee and the Employer;
- i) Where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between the Employer and the Employee, an unused amount may be carried forward to the next period or paid as salary which will be subject to usual taxation requirements.
- j) Salary packaging is only offered on the strict understanding and agreement that in the event existing tax law is changed regarding Fringe Benefits Tax or personal tax arrangements, and that change may impact on the Agreement,

all salary packaging arrangements may at the discretion of the Employer be terminated. Upon termination, in these circumstances, the Employee's rate of pay will revert to the rate of pay that applied immediately prior to a salary packaging agreement made pursuant to this clause, or the appropriate Agreement rate of pay whichever is greater.

- k) Where changes are proposed to salary packaging arrangements other than to flow on wage increases, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then the Employer and/or the Employee must give 3 months' notice of the proposed change;
- l) In the event that an Employee ceases to be employed by the Employer, this agreement will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates in accordance with clause 27 (b) above. Any outstanding benefit shall be paid on or before the date of termination; and
- m) Any pay increases granted to Employees under this Agreement shall also apply to Employees subject to salary packaging arrangements within this clause.

CLAUSE 28 – TRAINING

- 28.1 The Employer and Employees agree that Employees must have equal opportunity to access development opportunities to ensure that they are able to perform at the level of competency required for their position.
- 28.2 The Employer is committed to effective employee training and development as the key to enhancing and improving both individual and organisational performance.
- 28.3 Employee training and development will be provided as relevant to the Employee's performance, role, and responsibilities.
- 28.4 An Employee will provide the Employer with details of their attendance at training and the Employer will keep a record of this attendance.
- 28.5 An Employee will undertake training as directed by the Employer.
- 28.6 Where practical, training will be provided to an Employee during their normal rostered hours of work.
- 28.7 Evergreen undertakes compulsory training to all staff during their rostered shifts and as such staff will be paid in accordance with the arrangements that are applicable for

that shift. If they are unable to attend this training, then they can attend alternate compulsory training outside of their rostered shift and be paid according to Clause 15.8: Minimum Starts.

28.8 Where it is not practical to provide training to an Employee during their normal rostered hours of work:

- a) an Employee will attend training outside their normal rostered working hours;
- b) the Employer will provide an Employee with 2 weeks' notice of the requirement to attend training outside of their normal rostered working hours;
- c) in exceptional circumstances the Employer may give an Employee less than 2 weeks' notice of the requirement to attend training outside their normal rostered working hours

Example:

Clause 28.8 (c) could apply during a lockdown due to an influenza outbreak. The Employer may need all staff to complete refresher training regarding the use of Personal Protective Equipment to manage infection control.

28.9 Attendance at training during rostered time will be paid at the ordinary rate of pay.

28.10 Where attendance is required outside rostered time, attendance will be paid at the ordinary rate of pay for the hours attended.

28.11 An Employee attending training that interrupts their required break between rostered shifts will be paid at the overtime rate of pay until the required break between rostered shifts is provided.

Example:

Suzie has completed a shift of 7.5 hours from 6am – 1.30pm. She is required to attend training between 1:30pm and 8:30pm. If Suzie is required to start work again at 6am the next morning, she would be paid overtime rates for that shift until she received a 10-hour break.

28.12 Where mandatory training can be completed online, the Employer will allow the Employee time to complete such training during their normal rostered hours or on

mandatory training days. The Employer will provide an appropriate environment and equipment for the Employee to complete online training at work.

- 28.13 An employee can voluntarily choose to undertake training under this Clause outside the prescribed training times and will be paid in accordance with the duration of the actual time taken to complete the training. This sub-clause applies to Employees who have reached a genuine agreement and are choosing to undertake the training in their own time.

CLAUSE 29 – TRAINING RECORD

- 29.1 On termination of employment, the Employee may request a record of their attendance at training from the Employer. The Employer will provide a record of training undertaken in the previous 3 years.

CLAUSE 30 – CAREER DEVELOPMENT

- 30.1 The Employer may provide Employer-Sponsored Education.
- 30.2 An Employee attending classes relating to Employer-Sponsored Education will do so in their own time and will therefore not be paid.
- 30.3 The Employer and an Employee will mutually agree on flexibility in rosters to allow an Employee undertaking Employer-Sponsored Education to attend classes at the relevant educational institution.
- 30.4 An Employer and Employee may enter into a Scholarship Agreement if this is deemed appropriate.
- 30.5 The Employer will provide an Employee undertaking an approved education qualification as part of a Scholarship Agreement with access to study and exam leave in accordance with the Scholarship Agreement.
- 30.6 The Employer shall consider providing traineeships on an annual basis.

CLAUSE 31 – ANNUAL LEAVE

- 31.1 Employees are entitled to Annual Leave in accordance with the provisions of the NES.
- 31.2 Casual Employees have no entitlement to Annual Leave.
- 31.3 **ACCRUAL OF ANNUAL LEAVE**

- a) All Employees, other than shift workers and Employees within clause 31.3(d) are entitled to 4 weeks paid Annual Leave for each year of service with the Employer.
- b) Shift workers, excluding shift workers within clause 31.3(d), are entitled to one additional week of Annual Leave.
- c) For the purposes of the NES, a shift worker is defined as:
 - i. An Employee who is regularly rostered to work their ordinary hours outside Monday to Friday, 6am to 6pm; and/or
 - ii. an Employee who works for more than 4 ordinary hours on 10 or more weekends.
- d) Evergreen Life Care Limited employees who were employed at the commencement of this Agreement by Evergreen Life Care Limited, and who are full time and part time Employees, are entitled to 5 weeks paid Annual Leave or 25 days for each year of service with Evergreen Life Care Limited.
- e) The entitlement to paid Annual Leave accrues progressively for all Employees during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

31.4 PAYMENT OF ANNUAL LEAVE

- a) If an Employee takes Annual Leave during a period, the Annual Leave will be paid at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.
- b) An Employee going on leave may elect to be paid:
 - i. Prior to commencing such leave; or
 - ii. Through their normal pay cycle.
- c) Once the leave has commenced, the election of how leave is to be paid cannot be changed unless the Employer agrees.
- d) If, when the employment of an Employee ends, the Employee has a period of untaken paid Annual Leave, the Employer must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave.

31.5 TAKING OF ANNUAL LEAVE

- a) An Employee is entitled to take an amount of Annual Leave during a particular period if:

- i. At least that amount of Annual Leave is credited to the Employee; and;
 - ii. The Employer has authorised the Employee to take the Annual Leave during that period.
- b) In the taking of leave, the Employee will make a written application to the Employer, giving timely notice of the desired period of such leave.
- c) The Employer will utilise its best endeavours to respond to an application for Annual Leave made by an Employee within a reasonable time. It is understood that in certain periods of peak demand such as Christmas, Easter, school holidays and long weekends, the Employer may require more notice and further time in which to approve leave requests.
- d) Annual Leave will be taken in an amount and at a time which is approved by the Employer subject to the operational requirements of the workplace. The Employer will not unreasonably withhold or revoke such approval.
- e) Shift allowances and weekend penalties are not payable for public holidays which occur during a period of Annual Leave.
- f) Annual Leave loading, if any, will be paid in accordance with clause 31.8.

31.6 EXCESSIVE ACCUMULATED ANNUAL LEAVE

- a) An Employee must take an amount of Annual Leave during a particular period if:
 - i. Reasonably directed to do so by the Employer; and
 - ii. At the time the direction is given, the Employee has more than 8 weeks Annual Leave credited to them or 10 weeks for a shift worker; and
 - iii. The amount of Annual Leave left to the Employee's credit is at least 6 weeks.

31.7 CASHING OUT ANNUAL LEAVE

- a) Annual Leave credited to an Employee may be cashed out by agreement, subject to the following conditions:
 - i. Paid Annual Leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid Annual Leave being less than 4 weeks; and

- ii. Each cashing out of a particular amount of paid Annual Leave must be by a separate agreement in writing between the Employer and the Employee; and
- iii. 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.

31.8 ANNUAL LEAVE LOADING

- a) In addition to their Annual Leave payment, an Employee will be paid the higher of:
 - i. An Annual Leave Loading of 17.5% of their Annual Leave; or
 - ii. The weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.
- b) The Annual Leave Loadings in clause 31.8(a) are not payable for days which have been added to be taken in conjunction with Annual Leave in accordance with the election provisions of clause 19: Public Holidays or for purchased additional leave in accordance with clause 31.11.

31.9 ANNUAL LEAVE AND SERVICE

- a) A period of Annual Leave does not break an Employee's continuity of service and Annual Leave counts as service for all purposes.

31.10 PAYMENT OF ANNUAL LEAVE ON TERMINATION

- a) If, when the employment of an Employee ends, the Employee has a period of untaken paid Annual Leave, the Employer must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave.

31.11 PURCHASED ADDITIONAL LEAVE (PAL)

- a) The Employer may offer permanent Employees the opportunity to "purchase" an additional one week of leave each year in exchange for a proportional reduction in their salary over 12 months and within each financial year and is treated as Leave Without Pay.
- b) An Employee wishing to purchase additional leave must enter into a written agreement with the Employer which will include:
 - i. An election at the beginning of each financial year (i.e., at 1 July each year);

- ii. Agreement that the Employee's salary will be reduced by 1.92% for the period of the agreement; and
 - iii. Authority for the Employer to withhold an amount of money, from any monies owing to the Employer for PAL taken but not accrued by the final pay within the financial year or at termination.
- c) Annual Leave entitlements will be exhausted before the Employee's PAL can be accessed.
- d) All PAL must be used within each financial year (i.e., by 30 June each year). If any PAL is not used by the final pay within the financial year, or the Employee wishes to cease the arrangement, the foregone salary (if any) will be re-credited and paid to the Employee.
- e) Superannuation entitlements will be calculated on the pre-reduction salary and leave loading will not apply to PAL.

31.12 PERSONAL/CARER'S LEAVE WHILE ON ANNUAL LEAVE

- a) If an Employee becomes sick while on Annual Leave on any days that the Employee would otherwise have worked, the Employee may request that their Annual Leave is re-credited and replaced with Personal/Carer's Leave by:
 - i. As soon as reasonably practical, an Employee is to forward to the Employer a certificate from a registered health practitioner.
 - ii. Ensuring the certificate details the day or days the Employee was sick.
- b) Upon receipt of the certificate the appropriate adjustment to Annual Leave and Personal/Carer's balances will be applied.

CLAUSE 32 – LONG SERVICE LEAVE

32.1 An Employee's entitlement to Long Service Leave will be in accordance with the provisions of this Agreement and the Long Service Leave Act 1955 (NSW) provided that should there be any inconsistency between that legislation and the provisions of this Agreement these provisions will prevail to the extent the Agreement entitles Employees to Long Service Leave in excess of the Employees' entitlement to Long Service Leave under the Long Service Leave Act (1955) NSW.

32.2

- a) Each Employee will be entitled to 2 months Long Service Leave on ordinary pay after ten years' service; thereafter additional Long Service Leave will accrue on the basis of 5 months Long Service Leave for each 10 years'

service. This additional leave may be taken on a pro-rata basis each 5 years after completing the initial 10-year period of service.

- b) Where the services of an Employee with at least 5 years' service are terminated by the Employer for any reason other than the Employee's serious and wilful misconduct, or by the Employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the Employee, they will be entitled to be paid a proportionate amount on the basis of 2 months for 10 years' service.

32.3 For the purpose of clause 32.2, service:

- a) Means continuous service: and,
- b) Includes half the period of Long Service Leave taken where an Employee elects to take Long Service Leave at half pay in accordance with clause 32.7.

32.4

- a) The Employer will give to each Employee at least one months' notice of the date from which it is proposed that the Employee's Long Service Leave will be given and taken. Long Service Leave will be taken as soon as practicable having regard to the needs of the workplace, or where the Employer and the Employee agree, such leave may be postponed to an agreed date.
- b) Where the Employer and the Employee agree in writing that the taking of a period of leave is postponed at the request of an Employee to an agreed future date, the period of leave at the time of the Agreement being made will, when taken, be paid at the rate applicable at the time of the Agreement.
 - i. On the termination of employment of an Employee, otherwise than by their death, an Employer will pay to the Employee the monetary value of all Long Service Leave accrued and not taken at the date of such termination and such monetary value will be determined according to the salary payable to the Employee at the date of such termination.
- c) Where an Employee who has acquired a right to Long Service Leave, or after having had 5 years' service and less than 10 years' service dies, the Employees personal representative will, upon request, be entitled to receive the monetary value of the leave not taken or which would have accrued to such Employee had their services terminated as referred to in clause 32.2(b)

and such monetary value will be determined according to the salary payable to the Employee at the time of their death.

32.5 Where an Employee has been granted a period of Long Service Leave prior to the coming into force of the Agreement, the amount of such leave will be debited against the amount of leave due under this Agreement.

32.6 Employees of the Employer previously covered by Long Service Leave provisions or arrangements contained in industrial instruments or State legislation will have their Long Service Leave accrued entitlement carried over but the accrual and access to Long Service Leave entitlements from the date of transfer will be in accordance with this Agreement.

32.7

- a) With the agreement of the Employer, an Employee may take Long Service Leave on half the ordinary pay thereby increasing the period of paid leave which can be taken. For example, an Employee who is eligible for 13 weeks paid Long Service Leave can take 26 weeks paid Long Service Leave at half their ordinary pay.
- b) During a period of Long Service Leave on half the ordinary pay, accrual of Annual Leave and Personal/Carer's Leave will be on the basis of half the ordinary hours of work.

CLAUSE 33 – PERSONAL/CARER'S AND COMPASSIONATE LEAVE

33.1 ENTITLEMENT TO PAID PERSONAL/CARER'S LEAVE

- a) For each year of service with their employer, an Employee is entitled to 10 days of paid Personal/Carer's Leave.
- b) An Employee's entitlement to paid Personal/Carer's Leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

33.2 TAKING OF PERSONAL/CARER'S LEAVE

An Employee may take Personal/Carer's Leave:

- a) Where the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
- b) To provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support

because of a personal illness, or personal injury, affecting the member, or an unexpected emergency affecting the member.

33.3 The Employer recognises that an Employee who is personally affected by the illness or death of a pet may access Personal/Carer's Leave.

33.4 Personal/Carer's Leave is paid at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

33.5 Employees who are absent from work for more than 2 days for Personal/ Carers Leave are required to provide:

- a) A Medical Certificate from a Registered Health Practitioner or a Statutory Declaration in accordance with the NES; or,
- b) Where the Personal/Carer's Leave relating to a pet as outlined in clause 33.3, a certificate or letter from a Veterinarian, Specialist or Hospital registered with the Veterinary Practitioners Board of New South Wales.

33.6 To minimise the impact of Personal/Carer's Leave on the Employer and its clients, Employees are required to take all reasonable steps to inform their Supervisor of their inability to attend work including, for Carer's Leave, the details of the name and relationship of the person for whom they are required to provide care. If possible, this notification should include an estimate of the duration of the absence.

33.7 PERSONAL/CARER'S LEAVE ON PUBLIC HOLIDAYS

If the period during which an Employee takes paid Personal/Carer's Leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid Personal/Carer's Leave on that public holiday.

33.8 UNPAID CARER'S LEAVE

- a) An Employee is entitled to 2 days of Unpaid Carer's Leave for each occasion when a member of the Employee's immediate family or a member of the Employee's household requires care of support because of:
 - i. A personal illness, or personal injury, affecting the member; or
 - ii. An unexpected emergency affecting the member.
- b) An Employee may take Unpaid Carer's Leave as:
 - i. A single continuous period of up to 2 days; or
 - ii. Any separate periods agreed with the Employer.

- c) An Employee is entitled to unpaid Carer's Leave for a particular occasion only if the Employee cannot take an amount of paid Personal/Carer's Leave.

33.9 Nothing in clause 33.5 restricts the Employer from requiring a Medical Certificate from a Registered Health Practitioner, or for Personal/Carer's Leave relating to a pet, a letter from a Veterinarian, Specialist or Hospital registered with the Veterinary Practitioners Board of New South Wales, to support Personal/Carer's Leave where it has become apparent that a pattern of absence is occurring or when the Employer has a concern about the Employee's fitness to perform the inherent requirements of the role.

33.10 CONTINUITY OF SERVICE

- a) A period of paid Personal/Carer's Leave does not break an Employee's continuity of service and counts as service for all purposes.
- b) A period of unpaid Personal/Carer's Leave does not break an Employee's continuity of service but does not count as service.

CLAUSE 34 – FAMILY AND DOMESTIC VIOLENCE LEAVE

34.1 The parties to this Agreement acknowledge that family violence is a serious issue in our community and is likely to affect a number of staff at any time. The Employer is committed to the safety of staff and residents and seeks to develop a supportive workplace in which victims of family violence can come forward for help and support on a confidential basis.

34.2 Family and domestic violence is conduct that is violent, threatening, coercive, controlling or intended to cause the family or household member to be fearful.

34.3 Proof of family violence may be required by the Employer and can be in the form of an agreed document issued by the Police Service, a Court, a doctor, district nurse, maternal and health care nurse or a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof as agreed with the Employer.

34.4 All personal information concerning family violence will be kept confidential in line with the relevant legislation. The Employer will develop a Family Violence policy within the first year of the Agreement.

34.5 An Employee experiencing family violence may raise the issue with a nominated an Employer representative.

34.6 The Employer will allow Employees who are victims of family violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements with 3 days paid leave and the flexibility to use their accrued Personal/Carer's Leave for such purposes.

34.7 Where an Employee has or is likely to exhaust their personal leave accrual, the Employer may provide further special leave on a case-by-case basis.

CLAUSE 35 – COMPASSIONATE LEAVE

35.1

- a) An Employee is entitled to 2 days of Compassionate Leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household:
 - i. Contracts or develops a personal illness that poses a serious threat to their life; or
 - ii. Sustains a personal injury that poses a serious threat to their life; or
 - iii. Dies.
- b) An Employee may take Compassionate Leave as:
 - i. A single continuous period of 2 days; or
 - ii. 2 separate periods of 1 day each; or
 - iii. Any separate periods agreed with the Employer.

35.2 PAYMENT FOR COMPASSIONATE LEAVE

- a) If an Employee takes a period of paid Compassionate Leave, the Employer must pay the Employee, other than a casual Employee, at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.
- b) Casual Employees are entitled to unpaid Compassionate Leave.

35.3 NOTICE AND EVIDENCE REQUIREMENTS FOR COMPASSIONATE LEAVE

- a) To be entitled to Compassionate Leave during the period, the Employee may be required to give the Employer as soon as reasonably practical (which may be at a time before or after the Compassionate Leave has started):
 - i. A medical certificate from a medical practitioner stating that in their opinion the member is suffering from an illness or injury that poses a serious threat to the member's life; or

- ii. A statutory declaration made by the Employee stating that the Employee requires or required leave during the period due to the death of the member.

35.4 PROVISIONS APPLICABLE TO COMPASSIONATE LEAVE

- a) Compassionate Leave recognises the need to assist Employees in coping with the personal hardship issues associated with the death or serious illness of an Employee's immediate family member.
- b) The provision of additional unpaid Compassionate Leave will be at the discretion of the Employer.

35.5 CONTINUITY OF SERVICE

- a) A period of paid Compassionate Leave does not break an Employee's continuity of service and counts as service for all purposes.
- b) A period of unpaid Compassionate Leave as per clause 35.1, does not break an Employee's continuity of service but does not count as service.

CLAUSE 36 – NATURAL DISASTER LEAVE

36.1 Where a permanent Employee is unable to attend work because of a natural disaster, i.e., bushfire or flood, they will be entitled to be paid ordinary pay for the shift they would otherwise worked on that day. This entitlement will apply once per calendar year and is not cumulative from year to year.

36.2 The Employer may require the Employee to provide evidence to support their claim.

CLAUSE 37 – EMPLOYER PAID PARENTAL LEAVE

37.1 Employees are entitled to Parental Leave in accordance with the provisions of the NES.

37.1 EMPLOYER PAID PARENTAL LEAVE

- a) Employer Paid Parental Leave is in addition to the Australian Government Paid Parental Leave Scheme as varied from time to time.
- b) Full time and part time Employees may claim Employer Paid Parental Leave at ordinary pay, from the date the Parental Leave commences in the following circumstances:
 - i. First claim: where eligible for unpaid Parental Leave; and
 - ii. Second and subsequent claims: where an Employee having returned to work from a period of Parental Leave has completed 3 months of continuous service prior to each claim.

- c) For the purposes of the calculation of “ordinary pay” for Paid Parental Leave purposes, an Employee will be paid the higher of:
 - i. The average of the ordinary hours actually worked by the Employee in the 12-month period ending at the commencement of Parental Leave; or
 - ii. The ordinary hours worked by the Employee at the time of the commencement of Parental Leave.
- d) Employer Paid Parental Leave includes:
 - i. 9 weeks (or 18 weeks at half pay) paid maternity leave for the birth mother;
 - ii. 9 weeks (or 18 weeks at half pay) paid adoption leave for the initial primary carer of the adopted child; and
 - iii. 2 weeks paid partner leave.
- e) Paid Partner leave will be payable to:
 - i. The father; or
 - ii. Partner of the birth mother; or
 - iii. Partner of the initial primary carer of an adopted child.
- f) Partner includes same-sex and de facto partner or former de facto partner.
- g) Any period of “Paid no safe job leave” taken by an Employee pursuant to the “Transfer to a Safe Job” provisions of the Act will be deducted from the Employee’s entitlement to paid maternity leave.

CLAUSE 38 – COMMUNITY SERVICE LEAVE

38.1 Employees are entitled to Community Service Leave in accordance with the provisions of the NES.

38.2 Eligible community service activities:

- a) Entitle an Employee, acting reasonably, to be absent from employment for periods including:
 - i. Time when the Employee engages in the activity;
 - ii. Reasonable travelling time associated with the activity;
 - iii. Reasonable rest time immediately following the activity.
- b) Includes:
 - i. Jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - ii. A voluntary emergency management activity; or

- iii. An activity prescribed in regulations made for the purpose of Section 109(4) of the Act.

38.3 JURY SERVICE

- a) There is no limit on the amount of unpaid Jury Service Leave an Employee can take in a 12-month period of employment.
- b) Employees, other than casuals, are entitled to be paid:
 - i. For the first 10 days when absent from work in one or more periods to attend jury service for a jury service summons.
 - ii. The difference between what the Employee received as jury service pay and the base rate of pay for the Employee's ordinary hours of work in the period or periods.
- c) Where the duration of jury service for a jury service summons exceeds 10 days, the Employer agrees to assist the Employee as far as is reasonably practical to maintain their regular income. The assistance may include flexibility of rosters; access to Annual Leave and/or Long Service Leave.
- d) The Employer may require the Employee to provide evidence that would satisfy a reasonable person:
 - i. That the Employee took all necessary steps to obtain any amount of jury service pay to which they were entitled; and
 - ii. Of the total amount of jury service pay, paid or payable to the Employee.
- e) No payment is required where evidence is required by the Employer and not provided by the Employee.

38.4 VOLUNTARY EMERGENCY MANAGEMENT ACTIVITY (VEMA)

- a) An Employee engages in a VEMA if:
 - i. They voluntarily participate;
 - ii. The activity involves dealing with an emergency or natural disaster;
 - iii. They are a member of, or have a member like association with a Recognised Emergency Management Body (REMB); and
 - iv. The REMB requests their participation.

CLAUSE 39 – CEREMONIAL LEAVE

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

CLAUSE 40 – EDUCATION LEAVE

The Employer will facilitate access to professional development opportunities by allowing flexibility of rostering and applications for leave. Where such professional development is reasonable, approval will be subject to the operational needs of the facility.

CLAUSE 41 – LEAVE WITHOUT PAY

41.1 By agreement between the Employer and a permanent Employee, an Employee may be granted a period of Leave Without Pay. There is no automatic entitlement to take Leave Without Pay.

41.2 Leave Without Pay will not be available if the Employee has paid leave entitlements available to take. All paid leave entitlements must be exhausted before a period of Leave Without Pay will be granted.

41.3 The period of Leave Without Pay will not break the continuity of service of the Employee but will not count for the purpose of:

- a) Accruing Annual Leave or Personal/Carer's Leave;
- b) Accruing Long Service Leave;
- c) The qualifying period for paid and unpaid Parental Leave; and
- d) The calculation of service for notice and severance pay in accordance with Clause 51: Termination of Employment, and Clause 52: Redundancy.

41.4 APPLYING FOR LEAVE WITHOUT PAY

- a) Employees may only apply for a period of Leave Without Pay if they have 12 months' service with the Employer.
- b) Application must be made to the Employer in writing and subject to the Employee satisfying the conditions outlined in clause 41.2.

CLAUSE 42 – REPATRIATION LEAVE

42.1 Employees who are ex-servicemen or ex-service women may be granted special leave in one or more periods up to a maximum of 6½ working days in any period of 12 months without deduction from Annual or Personal/Carer's Leave credits for the following purposes in connection with an accepted war-caused disability or in connection with an application to the Repatriation Department for a disability to be so accepted:

- a) To attend a hospital or clinic or visit a medical officer in that regard;
- b) To attend a hospital, clinic, or medical officer or to report for periodical examination or attention;

- c) To attend the supply, renewal and repair of artificial replacements and surgical appliances.

42.2 Employees are to provide the Employer with documentary evidence as to the attendance prior to the payment of special leave being granted.

CLAUSE 43 – CONSULTATION AND CHANGE

43.1 This term applies if the Employer:

- a) Has made a decision to introduce a major change to a program, organisation, structure, or technology that is likely to have a significant effect on the Employees; or
- b) Proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

43.2 For a major change referred to in clause 43.1(a):

- a) The Employer must notify the relevant Employees and their representatives of the decision to introduce the major change; and
- b) Clauses 43.3 to 43.8 apply.

43.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term. If:

- a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b) The Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

43.4 As soon as practicable after making its decision, the Employer must:

- a) Discuss with the relevant Employees:
 - i. The introduction of the change; and
 - ii. The effect the change is likely to have on the Employees; and
 - iii. Measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- b) For the purposes of the discussion – provide, in writing, to the relevant Employees:
 - i. All relevant information about the change including the nature of the change proposed; and

- ii. Information about the expected effects of the change on the Employees; and
- iii. Any other matters likely to affect the Employees.

43.5 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

43.6 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

43.7 If a term in the Agreement provides for a major change to a program, organisation, structure, or technology in relation to the Employer, the requirements set out in clause 43.2(a) and clauses 43.3 and 43.5 are taken not to apply.

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

- a) The termination of the employment of Employees; or
- b) Major change to the composition, operation, or size of the Employer's workforce or to the skills required of Employees; or
- c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) The alteration of hours of work; or
- e) The need to retrain Employees; or
- f) The need to relocate Employees to another workplace; or
- g) The restructuring of jobs.

43.9 **CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK**

In this clause relevant Employees means the Employees who may be affected by a change referred to in clause 43.1:

- a) The employer must notify the relevant employees of the proposed change, and sub-clause 43.11 applies;
- b) The relevant employees may appoint a representative for the purposes of the procedures in this term;
- c) If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of the consultation; and
- d) The employee or employees advise the employer of the identity of the representative;

- e) The employer must recognise the representative.

43.10 As soon as practicable after proposing to introduce the change, the employer must:

- a) Discuss with the relevant employees the introduction of the change; and
- b) For the purposes of the discussion, provide to the relevant employees:
 - i. All relevant information about the change, including the nature of the change; and
 - ii. Information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii. Information about any other matters that the employer reasonably believes are likely to affect the employees; and
- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

43.13 In this term: “relevant employees” means the employees who may be affected by a change referred to in subclause 43.1.

CLAUSE 44 – REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

44.1 Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES.

44.2 Employees can request flexible working arrangements if they:

- a) Are the parent, or have responsibility for the care, of a child who is school-aged or younger;
- b) Are a carer (under the Carer Recognition Act 2010 (Cth));
- c) Have a disability;
- d) Are 55 years of age or older;
- e) Are experiencing family or domestic violence, or;
- f) Provide care or support to a member of their household or immediate family who requires care and support because of family or domestic violence.

44.3 The Employee is not entitled to make the request unless:

- a) For an Employee other than a casual Employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; and
- b) For a casual Employee – the Employee:
 - i. Is a long-term casual Employee of the Employer immediately before making the request; and
 - ii. Has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

44.4 The request must:

- a) Be in writing; and
- b) Set out details of the change sought and of the reasons for the change.

44.5 The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request.

CLAUSE 45 – WORKLOAD MANAGEMENT

45.1 The parties to the Agreement acknowledge that Employees and the Employer 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.

45.2 To ensure that Employee concerns involving excessive workloads are effectively dealt with by The Employer, 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 an appropriate senior manager for further discussion.
- c) If a solution still cannot be identified and implemented, the matter should, where possible, be referred to the Facility Manager or Home Care Manager for further discussion.
- d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the affected Employees.
- e) At each of the steps above the parties should aim to agree on a reasonable time frame for response.

45.3 Workload management must be an agenda item at meetings of Employees on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:

- 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;
- g) Replacement of Employees on leave; and
- h) Budgetary considerations.

45.4 If the issue is still unresolved, the Employee/s may advance the matter through Clause 50: Dispute Resolution Procedure.

CLAUSE 46 – UNION NOTICE BOARD

The Employer will make available a Union Notice Board in the work location that is accessible to Employees, for the purpose of local Employee Union delegates or approved contacts, or Union Organisers or other Union staff (subject to right of entry requirements), posting information relating to the observance, application, and operation of the Agreement and in relation to union events or meetings.

CLAUSE 47 – UNION REPRESENTATIVE LEAVE

47.1 A union representative who has been nominated by other Employees as the site union representative for unions represented in the Agreement will be able to access leave to attend trade union delegate courses, seminars, and conferences for a maximum of up to 5 days leave per calendar year.

47.2 A union representative may access Annual Leave, Long Service Leave or Leave Without Pay for union representative activities leave.

47.3 A union representative must apply to their Employer for approval of union activities leave with 4 weeks' notice.

47.4 The Employer will not unreasonably withhold their approval for this leave.

CLAUSE 48 – BULLYING AND HARASSMENT

- 48.1 Parties to the Agreement acknowledge a shared commitment to the provision of a safe, flexible, and respectful workplace, free from all forms of bullying and harassment, where everyone is required to treat each other with dignity, courtesy and respect.
- 48.2 In achieving this objective, the Employer will have in place a Bullying & Harassment Policy and Procedure that aligns with relevant legislation and ensure that everyone complies with its terms and conditions.

CLAUSE 49 – DISCIPLINARY MATTERS

- 49.1 In all dealings with Employees, which may lead to a disciplinary outcome, including termination, the Employer must follow the principles of procedural fairness and natural justice.
- 49.2 Procedural fairness and natural justice include:
- a) Any allegation concerning conduct or concern about performance being communicated to the Employee and the Employee being given a reasonable opportunity to respond; and
 - b) An Employee being given the opportunity for a support person, such as a Union representative, to accompany them to any meeting the Employee is required to attend; and
 - c) Any findings, warnings or sanctions determined by the Employer must be in writing.
- 49.3 An Employee required to attend a disciplinary meeting will be entitled to ordinary pay for the duration of the meeting.

CLAUSE 50 – DISPUTE RESOLUTION PROCEDURE

- 50.1 This dispute resolution procedure will apply to disputes about:
- a) Any matters arising in the employment relationship, except matters relating to the actual termination of employment of an Employee;
 - b) Threatened termination, with the exception that the arbitration provisions in clause 50.7 do not apply unless the parties agree. Further, the parties' rights are preserved during this process and the Employer may exercise their right to terminate the Employee in accordance with the Agreement;
 - c) Matters in relation to the NES;
 - d) Matters arising under the Agreement; and,

- e) Whether an Employer had reasonable business grounds under sub-section 65(5) of the Act - (requests for flexible working arrangements) or 76(4) of the Act - (requests for extending unpaid Parental Leave).
- 50.2 An Employer or Employee may appoint another person or the Union to accompany and/or represent them for the purposes of this clause.
- 50.3 In the first instance, the parties must attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor.
- 50.4 If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- 50.5 If a dispute is unable to be resolved at the workplace, and all appropriate steps under this clause have been taken, a party to the dispute may refer the dispute to FWC.
- 50.6 Where the matter in dispute remains unresolved, FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 50.7 The parties agree that FWC will have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation, and arbitration.
- 50.8 While the dispute resolution procedure is being conducted, the status quo must remain, and work must continue in accordance with the Agreement and the Act. Subject to applicable work health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.

CLAUSE 51 – TERMINATION OF EMPLOYMENT

- 51.1 The Employer is committed to ensuring that Employees have clarity with respect to their responsibilities and rights with regard to Employee separation.
- 51.2 An Employee may resign from their employment with the Employer by giving notice in writing in accordance with clause 51.9, except that there is no requirement for an Employee to give additional notice based on their age. If the required notice is not

given by the Employee, then the Employer has the right to deduct any outstanding notice in accordance with the contract of employment.

51.3 When an Employee resigns, they may request the Employer to provide:

- a) An acknowledgement of the resignation by the Employer by a representative of the Employer signing a copy of the written resignation; and
- b) A Statement of Service which would include details of the length of service and work performed.

51.4 Once notice has been given and accepted; it can only be withdrawn with the consent of the Employer. If the consent is not given, the notice will stand, and the Employee's separation will take place on the expiry of the notice period.

51.5 If the Employer gives the Employee notice of termination, the Employer may elect to allow the Employee to work out the notice period or pay the Employee salary in lieu of notice and terminate the employment immediately.

51.6 Except in the case of casual and probationary Employees, if the Employer terminates an Employee the required period of notice, as specified below, must be given.

51.7 Nothing in the Agreement affects the Employer's right to dismiss Employees without notice for serious misconduct and, if so dismissed, the Employer will only be required to pay the Employee for the time worked up to the time of dismissal and any entitlements accrued.

51.8 Employees who are terminated whilst they are within their qualifying period of employment will be entitled to one week's notice of termination.

51.9 Notice of termination by either the Employer or the Employee will be:

Period of Continuous Service	Minimum Period of Notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks'
More than 3 years but not more than 5 years	3 weeks'
More than 5 years	4 weeks'

- 51.10 Employees who are 45 years or over and have completed at least two years of continuous service will be entitled to receive one additional weeks' notice.
- 51.11 Where both the Employer and the Employee agree to terminate the contract and waive any notice requirements in the contract, i.e., the Employee may indicate that they want to leave immediately and the Employer considers it appropriate for this to occur, neither party is obliged to make payment in lieu of notice.
- 51.12 An Employee may terminate employment whilst on leave, provided the notice of resignation is provided in writing with the appropriate notice period.
- 51.13 If an Employee requested their pay in advance of proceeding on Annual Leave, and has received such payment, the appropriate calculation would be incorporated in their termination pay.
- 51.14 An Employee may be dismissed for unsatisfactory work performance or inappropriate behaviour provided that appropriate performance management measures have been carried out.
- 51.15 Where the Employer is satisfied after proper investigation and disciplinary action that an Employee has engaged in serious misconduct or committed a criminal offence in the workplace, the Employer may dismiss the Employee without notice, with payment of wages up to the time of dismissal only.
- 51.16 The Employer will at times be faced with the problem of an Employee leaving their employment without notice. In that case, the Employer must ascertain whether the Employee has abandoned their employment or is unable, because of some pressing matter, to communicate the reason for the absence from work.
- 51.17 The Employer will make every attempt to make contact with the Employee, however in the event of an absence of 3 working days without consent or notification, then the Employee will be deemed to have abandoned their employment with the Employer.
- 51.18 When an Employee refuses to return to work and the Employer has not approved such continuing absence, then the Employee will also be deemed to have abandoned their employment with the Employer.

CLAUSE 52 - REDUNDANCY

- 52.1 Redundancy occurs when the Employer decides that they no longer wish the job the Employee had been doing to be done by anyone, and this is not due to the ordinary

and customary turnover of labour. This may happen due to changes in the Employer's operational requirements or removal of the Employer's funding arrangements that were intrinsically linked to an Employee's ongoing employment with the Employer. The Employer recognises its responsibility to its Employees in this regard and sees the application of these redundancy provisions as being "a last resort" only.

52.2 The Employer will take all reasonable steps to find the redundant Employee an alternate position within the Employer within their skill and competence. A redundant employee is entitled to redundancy pay as in clause 51.4 unless the FWC determines under s120(1) of the Act that a reduced amount applies.

52.3 Where the Employee has 5 years or more service the Employer will provide outplacement services to assist the Employee to find another job.

52.4 Where an Employee is made redundant, in addition to the Employer providing the relevant notice of termination, an Employee will also be entitled to the following amount of severance pay in respect of a continuous period of service:

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

Minimum Years of Service	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay.

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

Minimum Years of Service	Redundancy Pay
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Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay.

- c) Weeks' pay means the rate of pay for the Employee concerned at the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:
- i. Shift and weekend penalties as prescribed in Clause 18: Shift and Weekend Work;
 - ii. Broken shift allowance as prescribed in Clause 19: Broken shifts;
 - iii. Sleepover allowance as prescribed in Clause 24.2: Sleepovers.

SCHEDULE A – EMPLOYMENT CLASSIFICATIONS

This Schedule contains the following employment classifications and definitions:

- A. GENERAL EMPLOYMENT CLASSIFICATIONS
- B. NURSES' EMPLOYMENT CLASSIFICATIONS
- C. HEALTH PROFESSIONAL EMPLOYEE CLASSIFICATIONS

A. GENERAL EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

1. CARE SERVICE EMPLOYEES

1.1. Care Service Employee New Entrant means:

An Employee with less than 500 hours of work experience in this industry who performs basic duties under direct supervision. Such Employees perform routine functions requiring an understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions including compliance with documentation requirements as determined by the Employer. Problems should be referred to a more senior Employee.

Indicative tasks an Employee at this level may perform are as follows:

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

1.2. Care Service Employee Grade 1:

An Employee who has 500 hours of work experience in the industry or who has or can demonstrate relevant prior experience, acceptable to the Employer, which enables the Employee to work effectively at this level. A Junior Employee (less than 18 years) when classified at this grade may be paid as a new entrant. An Employee who works under limited direct and/or indirect supervision individually or in a team environment or on sleep-over.

Employees at this level work within established guidelines including compliance with documentation requirements as determined by the Employer. In some situations,

detailed instructions may be necessary. Indicative tasks an Employee at this level may perform are as follows:

- **Care Stream:** Provide assistance to residents in carrying out simple personal care tasks which will include but not be limited to supervising daily hygiene e.g., assisting with showers or baths, shaving, laying out clothes and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; assist with meals. Under direct supervision, provide assistance to a higher Grade Care Service Employee in attending to the personal care needs of a resident.
- **Support Stream:** Performance of the full range of Domestic duties including but not limited to general cleaning of accommodation, and general areas; food service, plating meals, general waiting, table service, clearing duties and washing up; assistance in the preparation of food, including the cooking and/or preparation of light meals and refreshments; driving service vehicle; all laundry duties.
- **Maintenance Stream:** Performance of labouring duties associated with gardening and general maintenance activities, including but not limited to sweeping; hosing; garbage collection and disposal; keeping the outside of buildings clean and tidy; mowing lawns and assisting the gardener in labouring.

1.3. Care Service Employee Grade 2:

- a) Level One. An Employee with 500 hours' work experience in the industry who works individually or in a team environment, or who has or can demonstrate relevant prior work experience, acceptable to the Employer, which enables the Employee to work effectively at this level. An Employee who works individually or in a team environment is responsible for the quality of their own work and works under limited direct and/or indirect supervision, including compliance with documentation requirements as determined by the Employer.

Indicative tasks an Employee at this level may perform are as follows:

- **Care Stream:** Provide a wide range of personal care services to residents, in accordance with Commonwealth and State Legislative requirements, and in accordance with the resident's Care Plan, including:
 - a. assist and support residents with medication utilising dose administration aids;
 - b. simple wound dressing;
 - c. Implementation of continence programs as identified in the Care Plans;
 - d. attend to routine urinalysis, blood pressure, temperature, and pulse checks;

- e. attend to blood sugar level checks etc. and assist and support diabetic residents in the management of their insulin and diet, recognising the signs of both hyper and hypo-glycaemia;
 - f. recognise, report and respond appropriately to changes in the condition of residents, within the skills and competence of the Employee and the policies and procedures of the organisation;
 - g. assist in the development and implementation of resident care plans;
 - h. assist in the development and implementation of programs of leisure and lifestyle activities, for residents, under the supervision of a Care Service Employee Grade 3 or above, or a Diversional Therapist.
- **Support Stream:** Assist a higher-grade worker in the planning, cooking and preparation of the full range of meals. Drive a Sedan or Utility.
 - **Maintenance Stream:** Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge. Work with and undertake limited coordination of the work of other maintenance workers. Where no tradesperson is employed, an Employee at this level may be called upon to perform tasks falling within the scope of trades skills, provided the time involved in performing such work, is paid at the rate of Care Service Employee Grade 3. Perform gardening duties. Provide advice on planning and plant maintenance. Attend to indoor plants, conduct recycling and re-potting schedules. Carry out physical inspections of property and premises and report.
- b) Level Two. An Employee will be entitled to progress to the Level Two rate for all hours and duties performed in the care stream in accordance with the following conditions. The Employee must:
- i. be employed as a CSE 2;
 - ii. have worked in the Care Stream for a minimum of 2 years; and
 - iii. possess a Certificate III in Individual Support (CHC33015) or a Certificate III in a similar field acceptable to the Employer.

1.4. Care Service Employee Grade 3:

An Employee who holds either a Certificate Level III in Individual Support (CHC33015) or other appropriate Qualifications/Experience acceptable to the Employer and:

- a) is designated by the Employer as having the responsibility for leading and/or supervising the work of others; or

- b) is required to work individually with minimal supervision and has been designated by the Employer as having overall responsibility for a particular function within the residential aged care facility.

An Employee who holds appropriate Trade Qualifications and is required to act on them. Employees at this level may be required to plan, direct, and train other Employees and comply with documentation requirements as determined by the Employer and assist in the development of budgets. Indicative tasks an Employee at this level may perform are as follows:

- **Care Stream:** Coordinate and direct the work of Employees. Schedule work programs on a routine and regular basis. Develop and implement programs of leisure and lifestyle activities for residents. Develop resident care plans. Assist and support residents with medication utilising dose administration aids e.g., Webster Pack.
- **Support Stream:** Responsible for the stock control, planning, ordering and preparing of all meals. Responsible for the provision of domestic services. Schedule work programs on a routine and regular basis. Coordinate and direct the work of Employees. Drive a Minibus or Larger Vehicle.
- **Maintenance Stream:** Carry out maintenance, repairs, gardening, and other tasks falling within the scope of trades skills. Undertake the more complicated repairs to equipment and appliances calling for trades' skills. Coordinate and direct the work of Employees performing gardening duties. Schedule work programs on a routine and regular basis.

1.5. Care Service Employee Grade 4:

- a) Level One: An Employee who holds a Certificate IV in Ageing Support (CHC43015) or other appropriate qualifications/experience acceptable to the Employer is required to act on them and:
- i. is designated by the Employer as having the responsibility for leading and/or supervising the work of others in excess of that required for a CSE 3; and
 - ii. is required to work individually with minimal supervision.

Employees at Grade 4 may be required to exercise any/all managerial functions in relation to the operation of the care service and comply with documentation requirements as determined by the Employer. Indicative tasks an Employee at this level may perform are as follows:

- **Care Stream:** Overall responsibility for the provision of personal care to residents. Coordinate and direct the work of other Employees. Schedule work programs. Assist with and administer medication to residents in accordance with the care plan at a higher level than that required of a CSE Grade 3.
- **Support Stream:** Coordinate and direct the work of Employees involved with the preparation and delivery of food. Schedule work programs.
- **Maintenance Stream:** Coordinate and direct the work of Employees performing gardening duties. Schedule gardening work programs. Where required, let routine service contracts associated with gardening.

b) Level Two: An Employee who is:

- i. qualified with a Certificate III in Individual Support (CHC33015);
- ii. qualified with a Certificate IV in Ageing Support (CHC43015);
- iii. qualified with the medication competency “Administer and Monitor Medications” (HLTHPS007); and
- iv. who is rostered to deliver medication to residents in residential aged care facilities.

c) Employees at this level:

- i. may be required to perform the duties of a CSE 4 - Level 1.
- ii. demonstrate a high level of competence and experience acceptable to the Employer.

1.6. Care Service Employee Grade 5:

This grade shall only apply to Employees having responsibility for supervision of the care service (e.g., Hostel Supervisor). An Employee who may be required to have and use any additional qualifications that would be required for a grade 4 Employee.

Employees at this level may be required to exercise any/all managerial functions in relation to the operation of the care service and comply with documentation requirements as determined by the Employer

1.7. Care Service Employee – Other:

“Catering Officer” means a person who is responsible for catering services.

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

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

2. HOME CARE EMPLOYEES

2.1. Home Care Employee – (New Entrant):

a) Qualifying period and training:

This is a Trainee level, which applies to new Employees with less than 6 months' experience in the industry or less than 250 hours' experience in-home care but without previous relevant experience in personal care delivery.

New entrants employed prior to the date of approval of the Agreement whose rate of pay is above the new entrant rate of pay within the Agreement will have that rate of pay preserved until such time as they are reclassified to a position above that of a New Entrant.

An Employee at this level must have basic written and verbal communication skills and basic computer skills. The Employer shall provide training and the Employee shall work under direct and indirect supervision.

At the end of a period of 6 months or 250 hours' employment, whichever is first completed, Employees who have satisfactorily completed the requirements of a New Entrant shall progress to Grade 1.

An opportunity may be given to the Employee to be further trained in personal care. An Employee trained in personal care may progress to Grade 2. Any progression to Grade 2 will be at the discretion of the Employer.

Should an Employee at this level not satisfactorily meet the requirements of a New Entrant, he/she shall be notified in writing by the Employer two weeks prior to the date on which he/she would have proceeded to Grade 1.

b) Indicative Tasks:

Indicative but not exclusive tasks include:

- i. the undertaking of domestic work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes;
- ii. assisting with banking and account payment, organising appointments, client activities, transporting clients, assistance with care of pets, and care of indoor and outdoor pot plants. Employees at this level must comply with documentation requirements as determined by the Employer.

Indicative, but not exclusive tasks under indirect supervision include:

- i. providing assistance to clients in carrying out simple personal care tasks which shall include but not be limited to: supervise daily hygiene e.g. assisting with showers or baths, shaving, cutting nails; lay out clothes and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; assist with meals.

Indicative, but not exclusive tasks under direct supervision include provision of assistance to a higher-grade Employee in attending to the personal care needs of a client.

c) Accountability and extent of authority:

An Employee at this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and simple personal care tasks and is responsible for the quality of their work.

d) Judgment and decision-making:

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An Employee may resolve minor problems that relate to immediate work tasks.

e) Interpersonal skills:

Positions in this level may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other Employees.

2.2. Home Care Employee - Grade 1:

Means a person who satisfies the requirements of a New Entrant and has progressed to Grade 1 or who is appointed to Grade 1 and is not a New Entrant. Employees at this level work under indirect supervision in domestic services, gardening and maintenance not requiring trade skills and in carrying out simple personal care tasks. An Employee at this level is required to assist the client to do personal care tasks for himself/herself and assist the client to maintain their independence in their own homes.

a) Indicative tasks:

The indicative tasks are the same as a New Entrant except the Employee has completed the qualifying period and training necessary to be Grade 1.

In addition to carrying out the simple personal care tasks of a New Entrant, a Grade 1 shall be required to monitor the personal care needs of clients: this includes but will not be limited to medication monitoring.

b) Accountability and extent of authority:

An Employee at this level is responsible for the quality of their work.

c) Judgment and decision-making:

Are the same as a New Entrant.

d) Interpersonal skills:

Are the same as a New Entrant.

e) Qualifications and experience:

No formal qualifications are necessary. An Employee at this level will have completed all on-the-job training as required.

f) Specialist knowledge and skills:

An Employee at Grade 1 shall be competent to carry out the broad range of domestic and housekeeping duties and competent to carry out simple personal care tasks relevant to assisting clients to maintain their independence in their own homes.

This Employee must possess relevant skill and competence to perform such tasks.

Where the Employee does not possess such skills and competence, further training may be provided.

2.3. Home Care Employee - Grade 2:

An Employee at this level can perform the duties of a Home Care Employee Grade 1.

Employees at this level may be required to perform more complex tasks than a Grade 1 and, assist the client to do for himself/herself.

a) Indicative Tasks:

The indicative tasks for an Employee at this Grade are as follows:

Showering/Bathing: all aspects of showering/bathing including assisting with mobility or transferring to and from shower/bath; assisting or transferring client to commode chair;

total bed bath/sponge except where there are severely limited/uncontrollable body movements or serious comfort/health consideration.

Toileting: Helping clients to the toilet; assisting clients to use the toilet by loosening clothing; changing or assisting clients to change their own incontinence and sanitary pads; assisting clients with bottles and pans; assisting self-catheterisation by holding a mirror or positioning legs.

Placement/removal/emptying/care/cleaning of sheaths and leg baths; assisting with indwelling catheterisation by changing collection bag and cleaning around the insertion site; changing or assisting with urinary diversion – colostomy and drainage bags; assisting with bowel management; continual caring of someone with bowel incontinence including washing the person and changing bowel incontinence pads.

Menstrual Care: Assisting with menstrual care including the changing of tampons and sanitary pads.

Skin Care: Application of topical treatment creams to the genital and other areas and the changing of wound dressings.

Grooming: All hair care; nasal and ear care; care of nails; shaving (except where there are uncontrollable body movements); all dressing/undressing or assistance with dressing/undressing except where there are severely limited/uncontrollable body movements.

Oral Hygiene: Assisting clients with their own oral care; care of teeth and dentures for the client.

Medication: Assisting client with or administering liquid medicines, pills, powders, nasal sprays and eye drops. Suppositories; assisting and supporting diabetic clients in the management of their insulin and diet and recognising the signs of both hyper and hypoglycaemia.

Transferring/Mobility: Transferring client in and out of bed/chair/car and assisting with mobility; using mechanical aids to lift and transfer clients.

Fitting of Aids/Appliances: Such as hearing aids, splints and callipers.

Therapy: Assisting with therapy in any of the following circumstances:

- i. where low grade of assistance is required;

- ii. where carer/therapist is or is not in attendance on site and client is able to take responsibility for the therapy or carer/therapist is on site;
- iii. where simple instructions provided by a therapist or senior Employee are required rather than specialised training knowledge.

Assistance with Eating: Assisting with feeding except where there is an assessed risk of choking, vomiting or other eating difficulties.

b) Accountability and extent of authority:

Employees perform work under indirect or limited direct supervision. Employees at this level have contact with the public or other Employees, which involve explanations of specific procedures and practices. Employees at this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them. Employees at this level may assist others in the supervision of the work of a New Entrant, Grade 1 or Grade 2.

c) Judgment and decision-making:

The nature of the work is clearly defined with established procedures well understood or clearly documented. Employees at this level are expected to use some originality in approach with solutions usually attributable to the application of previously encountered procedures and practices.

d) Specialist knowledge and skills:

In addition to performing the tasks of a Grade 1 Employee, a Grade 2 Employee is expected to provide all personal care (including supervising daily hygiene) and subsequent to competency-based training and assessment as required, can carry out the fitting and removal of aids and appliances and medication tasks.

e) Interpersonal skills:

Are the same as New Entrant and Grade 1.

f) Qualifications and experience:

At a minimum, an Employee at this level will have satisfactorily completed the requirements of a Grade 1.

Indicative but not exclusive of the qualifications required in this level include a Certificate III Individual Support (Ageing, Home and Community) or equivalent; or relevant experience/on-the-job training commensurate with the requirements of work in this level.

2.4. Home Care Employee - Grade 3:

An Employee at this level can perform the duties of a New Entrant, Grade 1 and Grade 2 and

is required to directly attend to a client's complex needs, as opposed to assisting the client to do for himself/herself, because of the client's behaviour or the client's condition, frailty, and/or household environment.

Grade 3 Employees may be involved in on-the-job training of Home Care Employees New Entrants, Grade 1 and 2 where required. Employees at this level will be designated by the Employer as having the responsibility for leading/mentoring/training and/or supervising the work of others.

a) Indicative Tasks:

The indicative tasks for an Employee at this Grade are all of the tasks of a New Entrant, Grade 1, or Grade 2 Employee except that an Employee at this level will be responsible for more complex personal care needs of clients having regard to whether the client suffers from severely limited/uncontrollable body movements or serious comfort/health considerations.

b) Accountability and extent of authority:

The same as a Grade 2 except that Employees at this level may be asked to assist others in the supervision of the work of a New Entrant, Grade 1, 2, or 3.

c) Judgment and decision-making:

The nature of the work is usually specialised, with established procedures and requiring personal judgement. An Employee at this level will provide personal care and domestic assistance to clients with complex care needs. There is scope to exercise discretion in the application of established practices and procedures as the nature of the work is clearly defined, understood or clearly documented. Employees at this level shall exercise some originality in approaching problems with solutions usually attributable to application of previously encountered procedures.

d) Specialist knowledge and skills:

Indicative but not exclusive tasks include: administrative and computer skills; process and record invoices and correspondence; prepare meals for special functions; provide input into meal planning; order foodstuffs and commodities; liaise with dieticians on special needs; schedule work programs on a routine and regular basis; co-ordinate and direct the work of support Employees including maintenance (no more than 4); oversee the provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis; plan, develop, and coordinate diversional therapy programs and attending to elementary household maintenance requirements.

e) Interpersonal skills:

Are the same as New Entrant, Grade 1 and 2.

f) Qualifications and experience:

Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate III and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the special needs for this level of care.

3. CLERICAL & ADMINISTRATIVE EMPLOYEES

- 3.1 Definition: The classification criteria in this Schedule provides guidelines to determine the appropriate classification level of persons employed pursuant to the Agreement. In determining the appropriate level, consideration must be given to both the characteristics and typical duties/skills.

The characteristics are the primary guide to classification as they indicate the level of basic knowledge, comprehension of issues, problems and procedures required and the level of supervision or accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required.

The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level Employees may be expected to undertake duties of any level lower than their own.

Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.

The key issue to be looked at in properly classifying an Employee is the level of competency and skill that the Employee is required to exercise in the work they perform, not the duties they perform per se. It will be noted that some typical duties/skills appear in more than one level, however when assigning a classification to an Employee this needs to be done by reference to the specific characteristics of the level. For example, whilst word processing and copy typing are first specifically mentioned at Level 2 in terms of typical duty/skill, it does not mean that as soon as an Employee operates a word processor or typewriter, they automatically become Level 2. They would achieve a Level 2 classification when they have achieved the level of skill and competency envisaged by the characteristics and the relevant indicative duty(ies)/skill(s) of a Level 2. Level 1 in this structure is to be viewed as the level at which Employees learn and gain competence in the basic clerical skills required by the Employer, which in most cases would lead to progression through the classification structure as their competency and skills increase and are utilised.

- 3.2 Grades: All Employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the Employee and subsequent graded positions.
- 3.3 An Employee shall be graded in the grade where the principal function of their employment, as determined by the Employer, is of a clerical nature and is described in this clause.

3.4. Clerical & Administrative Employee Grade 1:

- a) The Employee may work under direct supervision with regular checking of progress.
- b) An Employee at this grade applies knowledge and skills to a limited range of tasks.
The choice of actions required is clear.
- c) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.
- d) Indicative tasks an Employee at this level may perform are as follows:

Information Handling: Receive and distribute incoming mail; receive and dispatch outgoing mail; collate and dispatch documents for bulk mailing; file and retrieve documents.

Communication: Receive and relay oral and written messages; complete simple forms.
Enterprise: Identify key functions and personnel; apply office procedures.

Technology: Operate office equipment appropriate to the tasks to be completed; open computer file, retrieve and copy data; close files.

Organisational: Plan and organise a personal daily work routine. Team: Complete allocated tasks.

Business Financial: Record petty cash transactions; prepare banking documents; prepare business source documents.

3.5. Clerical & Administrative Employee Grade 2:

- a) The Employee may work under routine supervision with intermittent checking.
- b) An Employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- c) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.
- d) Indicative tasks an Employee at this level may perform are as follows:

Information Handling: Update and modify existing organisational records; remove inactive files; copy data on to standard forms.

Communication: Respond to incoming telephone calls; make telephone calls; draft simple correspondence.

Enterprise: Provide information from own function area; re-direct inquiries and/or take appropriate follow-up action; greet visitors and attend to their needs.

Technology: Operate equipment; identify and/or rectify minor faults in equipment; edit and save information; produce a document from written text using standard format; shutdown equipment.

Organisational: Organise own work schedule; know roles and functions of other Employees.

Team: Participate in identifying tasks for a team; complete own tasks; assist others to complete tasks.

Business Financial: Reconcile invoices for payment to creditors; prepare statements for debtors; enter payment summaries into journals; post journals to the ledger.

3.6. Clerical & Administrative Employee Grade 3:

- a) The Employee may work under limited supervision with checking related to overall progress.
- b) An Employee at this grade may be responsible for the work of others and may be required to coordinate such work.
- c) An Employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement are required.
- d) Indicative tasks an Employee at this level may perform are as follows:

Information Handling: Prepare new files; identify and process inactive files; record documentation movements.

Communication: Respond to telephone, oral and written requests for information; draft routine correspondence; handle sensitive inquiries with tact and discretion.

Enterprise: Clarify specific needs of client/other Employees; provide information and advice; follow-up on client/Employee needs; clarify the nature of a verbal message; identify options for resolution and act accordingly.

Technology: Maintain equipment; train others in the use of office equipment; select appropriate media; establish document structure; produce documents.

Organisational: Co-ordinate own work routine with others; make and record appointments on behalf of others; make travel and accommodation bookings in line with given itinerary.

Team: Clarify tasks to achieve group goals; negotiate allocation of tasks; monitor own completion of allocated tasks.

Business Financial: Reconcile accounts to balance; prepare bank reconciliations; document and lodge takings at the bank; receive and document payment/takings; dispatch statements to debtors; follow up and record outstanding accounts; dispatch payments to creditors; maintain stock control records.

3.7. Clerical & Administrative Employee Grade 4:

- a) The Employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- b) An Employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- c) An Employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement are required, for both self and others.
- d) Indicative tasks an Employee at this level may perform are as follows:

Information Handling: Categorise files; ensure efficient distribution of files and records; maintain security of filing system; train others in the operation of the filing system; compile report; identify information source(s) inside and outside the organisation.

Communication: Receive and process a request for information; identify information source(s); compose report/correspondence.

Enterprise: Provide information on current service provision and resource allocation within area of responsibility; identify trends in client requirements.

Technology: Maintain storage media; devise and maintain filing system; set printer for document requirements when various setups are available; design document format; assist and train network users; shutdown network equipment.

Organisational: Manage diary on behalf of others; assist with appointment preparation and follow up for others; organise business itinerary; make meeting arrangements; record minutes of meeting; identify credit facilities; prepare content of documentation for meetings.

Team: Plan work for the team; allocate tasks to members of the team; provide training for team members.

Business Financial: Prepare financial reports; draft financial forecasts/budgets; undertake and document costing procedures.

3.8. Clerical & Administrative Employee Grade 5:

- a) The Employee may be supervised by professional Employees and may be responsible for the planning and management of the work of others.
- b) An Employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The Employee may receive assistance with specific problems.
- c) An Employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.
- d) Indicative tasks an Employee at this level may perform are as follows:

Information Handling: Implement new/improved system; update incoming publications; circulate publications; identify information source(s) inside and outside the organisation.

Communication: Obtain data from external sources; produce reports; identify need for documents and/or research.

Enterprise: Assist with the development of options for future strategies; assist with planning to match future requirements with resource allocation.

Technology: Establish and maintain a small network; identify document requirements; determine presentation and format of document and produce it.

Organisational: Organise meetings; plan and organise conference.

Team: Draft job vacancy advertisement; assist in the selection of Employees'; plan and allocate work for the team; monitor team performance; organise training for team.

Business Financial: Administer PAYE salary records; process payment of wages and salaries; prepare payroll data.

- e) Any Employee paid on a classification/grade carrying a higher wage rate as at 10 November 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Clerks who are paid at a grade above that of Grade 5 as at 10 November 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current Employer.

B. NURSES' EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

Assistant in Nursing means a person, other than a Registered Nurse, Enrolled Nurse (with or without notation) or a Care Service Employee who is employed in nursing duties in a residential aged care facility. The Employers confirm that they shall not employ Casual Assistants in Nursing.

Whilst there are a limited number of Evergreen staff that may be classified as an Assistant in Nursing (AIN), they are still paid under rates that are applicable to this classification. These staff will continue to be paid the rates that exist for this classification outlined in Schedule B Table 1 – Rates of Pay. They will also have the opportunity to be reclassified to Care Service Employee Grade 3 providing they satisfy the competency and qualifications requirements for this classification.

Enrolled Nurse (with Notation) means an Enrolled Nurse registered by the Board as an Enrolled Nurse with the notation “does not hold a Board approved qualification in medicines administration”. An Enrolled Nurse with notation performs the duties and has the skills of an Enrolled Nurse, however is not authorised to administer medication.

Enrolled Nurse (EN) means a nurse enrolled with the Board and is authorised to administer medications. An Enrolled Nurse may be required to lead and/or supervise the work of others.

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

Clinical Nurse Specialist means, in residential aged care facilities where there are less than 250 beds, a registered nurse with specific post-registration qualifications and 12 months' experience working in the clinical areas of her or his specified post-registration qualification.

Clinical Nurse Educator means a registered nurse with relevant post-registration certificate qualifications or experience deemed appropriate by the employer, who is required to implement and evaluate educational programmes at the residential aged care facility. The Clinical Nurse Educator shall cater for the delivery of clinical nurse education at the residential aged care facility. The Clinical Nurse Educator may also be responsible for new employee orientation at the residential aged care facility. A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the residential aged care facility to provide the educational programmes detailed above. Nothing in this clause shall affect the

role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching, etc.

C. HEALTH PROFESSIONAL EMPLOYEE CLASSIFICATIONS

Diversional Therapists:

"Diversional Therapist" shall mean a person who provides, facilitates and co-ordinates group and individual leisure and recreational activities. This person must be a graduate from an approved university course which includes: An Associate Diploma and Diploma of Applied Science (Diversional Therapy); Bachelor of Applied Sciences (Leisure and Health); Bachelor of Applied Science (Diversional Therapy); Diploma or Bachelor of Health Sciences (Leisure and Health); an Associate Diploma course in Diversional Therapy; or who has such other qualifications deemed to be equivalent (such as a 4-year degree, Master's Degree or PhD).

The classification structure for diversional therapists will be in accordance with the classification structure for Health Professional Employees generally found under "Other Health Professionals" below. However, the rates of pay will be in accordance with the separate pay rates scale for diversional therapists found in Schedule B Table 2 – Rates of Pay of this Agreement.

Other Health Professionals:

The following employment classifications and definitions apply to this Agreement, do not apply to Nurses' Employment Classifications, and include but are not limited to: Physiotherapists, Dieticians and speech pathologists and diversional therapists. The rates of pay for therapists other than diversional therapists will be as per Schedule B Table 3 – Rates of Pay of this Agreement.

A list of common health professionals which are covered by the definitions is contained in Schedule C - List of Common Health Professionals in the Health Professionals and Support Services Award 2010.

Health Professional - Level 1:

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

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

Health Professional - Level 2:

A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through the provision of seminars, lectures, or in-services. At this level, the health professional may be actively involved in quality improvement activities or research.

At this level, the health professional contributes to the evaluation and analysis of guidelines, policies, and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline-specific students.

Health Professional - Level 3:

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

An Employee at this level:

- a) works in an area that requires high levels of specialist knowledge and skill as recognised by the Employer;
- b) is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
- c) may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;
- d) is performing across a number of recognised specialties within a discipline;
- e) may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;
- f) may be responsible for providing regular feedback and appraisals for senior Employees to improve health outcomes for customers and for maintaining a performance management system; and

- g) is responsible for providing support for the efficient, cost effective and timely delivery of services.

SCHEDULE B – PAY RATES AND ALLOWANCES

TABLE 1 – Rates of Pay

Classification	First full pay period on or after	First pay period on or after	First pay period on or after	First pay period on or after
	1-Jul-21	1-Jul-22	1-Jul-23	1-Jul-24
	Year 1	Year 2	Year 3	Year 4
Assistant in Nursing				
	\$24.90	\$25.50	\$26.10	\$26.80
Enrolled Nurse (with notation)				
	\$30.60	\$31.40	\$32.20	\$33.00
Enrolled Nurse				
1st year	\$30.60	\$31.40	\$32.20	\$33.00
2nd year	\$31.40	\$32.20	\$33.00	\$33.80
3rd year	\$32.10	\$32.90	\$33.70	\$34.50
Thereafter	\$32.90	\$33.70	\$34.50	\$35.40
Registered Nurse				
1st year	\$34.80	\$35.70	\$36.60	\$37.50
2nd year	\$36.90	\$37.80	\$38.70	\$39.70
3rd year	\$39.10	\$40.10	\$41.10	\$42.10
4th year	\$41.50	\$42.50	\$43.60	\$44.70
5th year & Thereafter	\$44.10	\$45.20	\$46.30	\$47.50
Clinical Nurse Specialist				
	\$45.90	\$47.00	\$48.20	\$49.40
Clinical Nurse Educator				
	\$45.90	\$47.00	\$48.20	\$49.40
Care Service Employee				
New Entrant	\$22.20	\$22.80	\$23.40	\$24.00
Grade 1	\$23.30	\$23.90	\$24.50	\$25.10
Grade 2				
Level 1	\$24.80	\$25.40	\$26.00	\$26.70
Level 2	\$25.30	\$25.90	\$26.50	\$27.20
Grade 3	\$26.30	\$27.00	\$27.70	\$28.40
Grade 4				
Level 1	\$27.70	\$28.40	\$29.10	\$29.80
Level 2				
1st year	\$30.90	\$31.70	\$32.50	\$33.30

2nd year	\$31.70	\$32.50	\$33.30	\$34.10
3rd year	\$32.40	\$33.20	\$34.00	\$34.90
Clerical and Administration				
Grade 1	\$25.20	\$25.80	\$26.40	\$27.10
Grade 2	\$26.70	\$27.40	\$28.10	\$28.80
Grade 3	\$28.30	\$29.00	\$29.70	\$30.40
Grade 4	\$29.60	\$30.30	\$31.10	\$31.90
Grade 5				
Level 1.1	\$31.00	\$31.80	\$32.60	\$33.40
Level 1.2	\$32.50	\$33.30	\$34.10	\$35.00
Home Care				
New Entrant	\$22.30	\$22.90	\$23.50	\$24.10
Grade 1	\$23.90	\$24.50	\$25.10	\$25.70
Grade 2	\$24.60	\$25.20	\$25.80	\$26.40
Grade 3	\$26.30	\$27.00	\$27.70	\$28.40

TABLE 2 – Rates of Pay

Diversional Therapists	First full pay period on or after	First pay period on or after	First pay period on or after	First pay period on or after
	1-Jul-21	1-Jul-22	1-Jul-23	1-Jul-24
	Year 1	Year 2	Year 3	Year 4
Level 1 - (UG2) Diploma / Assoc. Diploma				
First Year	\$25.50	\$26.10	\$26.80	\$27.50
Second Year	\$26.50	\$27.20	\$27.90	\$28.60
Third Year	\$27.70	\$28.40	\$29.10	\$29.80
Fourth Year	\$28.60	\$29.30	\$30.00	\$30.80
Fifth Year	\$31.20	\$32.00	\$32.80	\$33.60
Sixth Year & Thereafter	\$32.30	\$33.10	\$33.90	\$34.70
Level 1 – Bachelor's Degree				
First Year	\$26.50	\$27.20	\$27.90	\$28.60
Second Year	\$27.70	\$28.40	\$29.10	\$29.80
Third Year	\$28.60	\$29.30	\$30.00	\$30.80
Fourth Year	\$31.20	\$32.00	\$32.80	\$33.60
Fifth Year & Thereafter	\$32.30	\$33.10	\$33.90	\$34.70
Level 1 - Four Year Degree				
First Year	\$27.70	\$28.40	\$29.10	\$29.80
Second Year	\$28.60	\$29.30	\$30.00	\$30.80
Third Year	\$31.20	\$32.00	\$32.80	\$33.60
Fourth Year & Thereafter	\$32.30	\$33.10	\$33.90	\$34.70
Level 1 - Master's Degree				
First Year	\$28.60	\$29.30	\$30.00	\$30.80
Second Year	\$31.20	\$32.00	\$32.80	\$33.60
Third Year & Thereafter	\$32.30	\$33.10	\$33.90	\$34.70
Level 1 - PhD Entry				
First Year	\$31.20	\$32.00	\$32.80	\$33.60
Second Year & Thereafter	\$32.30	\$33.10	\$33.90	\$34.70
Diversional Therapists – Level 2				
First Year	\$32.50	\$33.30	\$34.10	\$35.00
Second Year	\$33.70	\$34.50	\$35.40	\$36.30
Third Year	\$35.00	\$35.90	\$36.80	\$37.70

Fourth Year & Thereafter	\$36.40	\$37.30	\$38.20	\$39.20
Diversional Therapists – Level 3				
First Year	\$37.90	\$38.80	\$39.80	\$40.80
Second Year	\$39.00	\$40.00	\$41.00	\$42.00
Third Year	\$39.80	\$40.80	\$41.80	\$42.80
Fourth Year	\$41.60	\$42.60	\$43.70	\$44.80
Fifth Year & Thereafter	\$43.20	\$44.30	\$45.40	\$46.50

TABLE 3 – Rates of Pay

Health Professionals & Other Health Professionals	First full pay period on or after	First pay period on or after	First pay period on or after	First pay period on or after
	1-Jul-21	1-Jul-22	1-Jul-23	1-Jul-24
	Year 1	Year 2	Year 3	Year 4
Level 1 - (UG2) Diploma / Assoc. Diploma				
First Year	\$28.20	\$28.90	\$29.60	\$30.30
Second Year	\$29.90	\$30.60	\$31.40	\$32.20
Third Year	\$31.20	\$32.00	\$32.80	\$33.60
Fourth Year	\$32.30	\$33.10	\$33.90	\$34.70
Fifth Year	\$33.40	\$34.20	\$35.10	\$36.00
Sixth Year & Thereafter	\$34.30	\$35.20	\$36.10	\$37.00
Level 1 – 3 Year Degree				
First Year	\$29.90	\$30.60	\$31.40	\$32.20
Second Year	\$31.20	\$32.00	\$32.80	\$33.60
Third Year	\$32.30	\$33.10	\$33.90	\$34.70
Fourth Year	\$33.40	\$34.20	\$35.10	\$36.00
Fifth Year & Thereafter	\$34.30	\$35.20	\$36.10	\$37.00
Level 1 - 4 Year Degree				
First Year	\$31.20	\$32.00	\$32.80	\$33.60
Second Year	\$32.30	\$33.10	\$33.90	\$34.70
Third Year	\$33.40	\$34.20	\$35.10	\$36.00
Fourth Year	\$34.30	\$35.20	\$36.10	\$37.00
Level 1 - Master's Degree				
First Year	\$32.30	\$33.10	\$33.90	\$34.70
Second Year	\$33.40	\$34.20	\$35.10	\$36.00
Third Year	\$34.30	\$35.20	\$36.10	\$37.00
Level 1 - PhD				
First Year	\$33.40	\$34.20	\$35.10	\$36.00
Second Year	\$34.30	\$35.20	\$36.10	\$37.00
Level 2				
First Year	\$34.30	\$35.20	\$36.10	\$37.00
Second Year	\$34.70	\$35.60	\$36.50	\$37.40
Third Year	\$35.70	\$36.60	\$37.50	\$38.40
Fourth Year	\$36.50	\$37.40	\$38.30	\$39.30
Level 3				
First Year	\$37.90	\$38.80	\$39.80	\$40.80

Second Year	\$39.00	\$40.00	\$41.00	\$42.00
Third Year	\$39.90	\$40.90	\$41.90	\$42.90
Fourth Year	\$41.60	\$42.60	\$43.70	\$44.80
Fifth Year & Thereafter	\$43.50	\$44.60	\$45.70	\$46.80

TABLE 4 – Allowances

Item No.	Item Description	First full pay period on or after	First pay period on or after	First pay period on or after	First pay period on or after	
		1-Jul-21	1-Jul-22	1-Jul-23	1-Jul-24	
		Year 1	Year 2	Year 3	Year 4	
1	Vehicle Allowance - official business	\$0.82		Changes with the Aged Care Award 2010 rate		Per Km
2	Sleepover Allowance - Monday to Friday	\$73.89	\$74.30	\$74.70	\$75.10	Per Shift
3	Sleepover Allowance - Weekends and Public Holidays	\$98.60	\$99.20	\$99.80	\$100.40	Per Shift
4	On Call Allowance [^]	\$23.39	\$23.50	\$23.60	\$23.70	Per 24 Hour Period or part thereof
5	On Call Allowance during Meal Break	\$12.66	\$12.70	\$12.80	\$12.90	Per Meal Break
6	In Charge Allowance of residential aged care facility less than 100 beds	\$26.23	\$26.40	\$26.60	\$26.80	Per Shift
7	In Charge Allowance of residential aged care facility 100 beds or more	\$42.26	\$42.50	\$42.80	\$43.10	Per Shift
8	In charge of section	\$26.23	\$26.40	\$26.60	\$26.80	Per Shift
9	Broken Shift Allowance	0.5 hrs	0.5 hrs	0.5 hrs	0.5 hrs	Per Shift
11	Uniform Allowance - Nil					
	Uniform Not Supplied	\$0.37	\$0.40	\$0.40	\$0.40	Per Hr
12	Uniform Supplied	\$0.00	\$0.00	\$0.00	\$0.00	NA
13	Meal Allowance	\$13.80	\$13.90	\$14.00	\$14.10	Per Meal
14	Laundry Allowance ^{^^}	\$0.16	\$0.20	\$0.20	\$0.20	Per Hr

[^] Evergreen Life Care Limited Employees meeting the terms in clause 23.3(b) receive 2 hours ordinary pay per 24-hour period.

^{^^} Evergreen Life Care Limited Employees do not receive Laundry Allowance for the term of the Agreement.

BARGAINING COMMITTEE SIGNATURES

Signed by a Evergreen Life Care Ltd Enterprise Bargaining Committee on behalf of Employees of Evergreen Life Care Ltd:

Signed: Kerrie Boxsell

Print Full Name: Kerrie Boxsell

Address: 61 Berrigoeys Rd Ettalong NSW 2257

Date: 7/4/2022

Signed by Witness: Akzaraski

Print Full Name: Arlene Kozaraski

Address: 17 Mountain View Drive, Wongarah 2259

Date: 7/4/2022

Signed: 

Print Full Name: Philip Conner

Address: 60 AUSTRALIA AVE Umina 2257

Date: 7/4/2022

Signed by Witness: C. Romano

Print Full Name: Christine Romano


Address: 41 Breeze St Umina Beach 2257

Date: 7/4/2022

EMPLOYER REPRESENTATIVES

SIGNING PAGE

Signed for and on behalf of the Employer Evergreen Life Care Ltd by its duly authorised officer:

Signed: 

Print Full Name: KATE MORTON

Position: Chief Executive Officer

Address: 45 Noorumba Road Springfield NSW 2250

Authority: Authorised by Board of Directors of Evergreen Life Care Ltd

Date 7 / 4 / 2022

Signed by Witness: 

Print Full Name: Sarah Kane

Address: 55 Grevillia Ave Davistown

Position: HR Advisor

Date 7 / 4 / 2022

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: 18/5/22

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

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

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Margaret Mary Potts
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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.

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/1212 – Application

Applicant:
Evergreen Life Care Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Kate Morton, CEO for Evergreen Life Care Ltd give the following undertakings with respect to the EVERGREEN LIFE CARE LTD ENTERPRISE AGREEMENT 2021 - 2024 ("the Agreement"):

1. Replace Clause 13.3(b) with the following:

'Before commencing part time employment, Evergreen and the Employee must agree in writing the guaranteed minimum number of hours to be worked and the days of the week and shifts that will be worked. For all Employees except those employed in nursing classifications, the agreement will also include the starting and finishing times each day. This may be varied at any time by mutual agreement.'

2. Remove Clause 13.7 Junior Rates

3. Insert the following at Clause 19.3 of the Agreement:

e) Notwithstanding b), c) and d) above, Aged Care Employees may only work broken shifts by mutual agreement.

4. Insert at Clause 18.5:

c) Home Care employees required to work on a Sunday are entitled to a 200% Sunday penalty rate (permanent employees) and 225% Sunday penalty rate (casual employees).

5. Insert the following at Clause 15.8 c) of the Agreement:

"iii. Casual Health professional employees receive a minimum of 3 hours for each engagement."

6. Amend Clause 17.1 (c) of the agreement to the following:

Where an employee is deprived of a part of their break or their break between shifts as required by Clause 21 will be paid the overtime rates of 200% in such an instance.

7. Delete Clause 21.4 (a) Break Between Shifts and replace with the following:

Annexure A

a) An employee will be allowed a break of not less than 10 hours between the termination of one shift or period of duty and the commencement of another.

(b) By mutual agreement, the 10 hour rest break may be reduced to eight hours.

8. Remove Clause 28.10.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

A handwritten signature in black ink, appearing to be 'KJ' followed by a long horizontal stroke.

Signature

09/06/2022

Date