



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**The Mary Potter Nursing Home and The Ethel Forrest Day Care Centre
Pty Ltd T/A The Forrest Centre**
(AG2016/2563)

FORREST CENTRE AND THE NEW SOUTH WALES NURSES AND MIDWIVES' ASSOCIATION/ANMF NSW BRANCH NURSES ENTERPRISE AGREEMENT 2016

Health and welfare services

COMMISSIONER JOHNS

SYDNEY, 5 APRIL 2016

*Application for approval of the Forrest Centre and the New South Wales Nurses and
Midwives' Association/ANMF NSW Branch Nurses Enterprise Agreement 2016.*

[1] On 18 March 2016 The Mary Potter Nursing Home and The Ethel Forrest Day Care Centre Pty Ltd T/A The Forrest Centre (**Applicant**) made an application for approval of the *Forrest Centre and the New South Wales Nurses and Midwives' Association/ANMF NSW Branch Nurses Enterprise Agreement 2016* (**Agreement**). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single-enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[3] The Commission is satisfied that each of the requirements of ss 186, 187 and 188 of the Act, as are relevant to this application for approval, has been met.

[4] The Australian Nursing and Midwifery Federation, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), the Commission notes that the Agreement covers this organisation.

[5] The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from 12 March 2016. The nominal expiry date of the Agreement is 31 March 2019.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code J, AE418464 PR578710>

THE FORREST CENTRE

AND

the New South Wales Nurses and Midwives' Association/ ANMF NSW Branch

NURSING ENTERPRISE AGREEMENT

2016

ENTERPRISE AGREEMENT

1. ARRANGEMENT

The Agreement is arranged as follows:

<u>Subject Matter</u>	<u>Page No.</u>
1. ARRANGEMENT.....	2
2. NAME OF THE AGREEMENT.....	4
3. COVERAGE.....	4
4. DATE AND PERIOD OF OPERATION AND SCOPE OF THE AGREEMENT.....	4
5. POSTING OF THE AGREEMENT	4
6. DEFINITIONS.....	5
7. REGISTRATION AND ENROLMENT PENDING	9
8. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS.....	9
9. CONSULTATION REGARDING CHANGE	9
10. DISPUTE RESOLUTION PROCEDURE.....	11
11. WAGES	11
12. SALARIES	12
13. SUPERANNUATION	13
14. HOURS OF WORK	14
15. OVERTIME	16
16. PART TIME EMPLOYEES	19
17. CASUAL EMPLOYEES	20
18. ROSTERS	21
19. RECOGNITION OF SERVICE AND EXPERIENCE.....	22
20. SPECIAL ALLOWANCES.....	23
21. CONTINUING EDUCATION ALLOWANCE.....	23
22. UNIFORM AND LAUNDRY ALLOWANCE.....	25
23. HIGHER GRADE DUTY.....	25
24. PENALTY RATES FOR SHIFT WORK AND WEEKEND WORK.....	26
25. PUBLIC HOLIDAYS.....	27
26. ANNUAL LEAVE	29
27. PARENTAL LEAVE	32
28. JURY SERVICE	33
29. STUDY/EXAMINATION/CONFERENCE/PROFESSIONAL DEVELOPMENT LEAVE	33
30. PAID EMERGENCY SERVICES LEAVE	34
31. PERSONAL/ CARERS LEAVE	34
32. COMPASSIONATE LEAVE.....	36
33. LONG SERVICE LEAVE.....	37
34. TERMINATION OF EMPLOYMENT	40
35. REDUNDANCY	41
36. ATTENDANCE AT MEETINGS AND FIRE DRILLS	43
37. IN SERVICE EDUCATION AND TRAINING	44
38. STAFF AMENITIES.....	46

39.	SALARY PACKAGING PROCEDURE.....	47
40.	FLEXIBILITY ARRANGEMENT	47
41.	WORKLOAD MANAGEMENT	49
42.	REPRESENTATIVE LEAVE	50
43.	DISCIPLINARY PROCEDURE	50
44.	WORKPLACE HEALTH AND SAFETY	51
45.	FAMILY VIOLENCE	51
	APPENDIX 1 –WAGE RATE SCHEDULE.....	54
	APPENDIX 2 – FACILITIES.....	57

2. NAME OF THE AGREEMENT

The Agreement shall be known as *The Forrest Centre and the New South Wales Nurses and Midwives' Association/ ANMF NSW Branch Nurses Enterprise Agreement 2016*.

3. COVERAGE

This Agreement shall cover:

- (i) The Mary Potter Nursing Home and The Ethel Forrest Day Care Centre Pty Ltd trading as The Forrest Centre ('the Employer') (ABN 75 002 556 872); and
- (ii) Nursing employees employed by the Employer in the facilities listed in Appendix 2 and as classified in Clause 6 and employed by the Employer;
- (iii) This Agreement is made under section 172 of the *Fair Work Act 2009*. The employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- (iv) The employer will formally advise NSWNMA and the ANMF NSW Branch that the Agreement is made in order for NSWNMA to apply under section 183 of the *Fair Work Act 2009* to be covered by the Agreement.
- (v) It is the intention of this Agreement that NSWNMA and the ANMF NSW Branch will be covered by this Agreement.

4. DATE AND PERIOD OF OPERATION AND SCOPE OF THE AGREEMENT

This Agreement shall commence operation from the 7th day after the agreement is approved by the Fair Work Commission (FWC) and shall remain in force until 31 March 2019 and thereafter in accordance with the *Fair Work Act 2009*.

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

This Agreement contains all the terms and conditions of employment for employees covered by the agreement and shall apply to all employees employed pursuant to the classifications listed in Clause 6 employed by the Employer.

5. POSTING OF THE AGREEMENT

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all employees.

6. DEFINITIONS

For the purposes of this Agreement:

- (i) "Assistant in Nursing"
 - (a) Grade 1 means a person, other than a registered nurse, trainee or enrolled nurse who is employed in nursing duties in a facility and holds Certificate Level III or Cert IV in Aged Care or other appropriate Qualifications/Experience acceptable to the Employer. Assistants in Nursing may be employed under this Agreement to perform mixed functions, provided that:
 - (1) The primary duties performed by the Assistant in Nursing, being the delivery of direct care to residents, occupy no less than the majority of the hours for which they are employed in any 28 day cycle.
 - (2) The Assistant in Nursing shall be paid at the appropriate rate for an Assistant in Nursing for all work performed for their employer in that classification.
 - (3) An Assistant in Nursing shall not be required to perform mixed functions where the employer does not provide adequate staff to ensure that the level of the quality of the service that would have otherwise been provided if the Assistant in Nursing did not perform mixed functions, is in fact provided.
 - (4) Subject to paragraph (1) of this subclause, an Assistant in Nursing may perform duties associated with a resident's well being and comfort, including functions of a laundry, kitchen or other personal support nature.
 - (5) If an AIN on commencement has not completed a Cert III or Cert IV in Aged Care they will be paid the First Year Rate of an AIN Grade 1. If an AIN has completed a Cert III or Cert IV on commencement they will be paid at the AIN Grade 1 Second Year Rate.
 - (b) Grade 2 is a person who is appointed as such. The person must hold either a Certificate Level IV in Aged Care or other appropriate Qualifications/Experience acceptable to the Employer. A Grade 2 AIN in addition to the duties of a Grade 1 exercises advanced skills appropriate to their training and experience and is designated by the employer as a Team Leader and/ or be under the following circumstances to assist with administration of medication

-
- (1) the administration of medication via multi dose dispensing administration aid or similar; and
 - (2) they have completed the medication module of the Certificate IV in Aged Care; and
 - (3) they are under the supervision of an EEN or RN.

In addition the person may perform specialised roles within their scope of training and practice in areas such as but not limited to continence, dementia and OH & S.

- (ii) "Association" means - the New South Wales Nurses' and Midwives Association.
- (iii) **"AHPRA"** means the Australian Health Practitioner Regulation Authority.
- (iv) "Clinical Nurse Specialist":-
 - (a) In facilities of 250 ADA and above, the definition of a Clinical Nurse Specialist is:

"Clinical Nurse Specialist" means - a registered nurse with specific post registration qualifications and twelve months experience working in the clinical area of her/his specified post registration qualification; or a registered nurse with four years post registration experience in a specific clinical area and working in the clinical area of her/his specified post registration experience.
 - (b) In facilities of less than 250 ADA the definition for Clinical Nurse Specialist is:

"Clinical Nurse Specialist" means - a registered nurse with specific post registration qualifications and twelve months experience working in the clinical areas of her/his specified post registration qualification.
- (v) "Day Worker" means - a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 am and before 10.00 am, otherwise than as part of the shift system.
- (vi) "Deputy Director of Nursing" means - a person appointed to that position or deemed to hold that position.
- (vii) "Enrolled Nurse" means - a person enrolled with AHPRA who has the following notation on their licence: "Does not hold AHPRA approved qualifications in administration of medications" attached to their enrolment.

-
- (viii) **"Endorsed Enrolled Nurse"** means a person enrolled with AHPRA who is authorised to administer medications.
- (ix) "Experience" in relation to an enrolled nurse or assistant in nursing means experience both before and/or after the commencement of this Agreement whether within New South Wales or elsewhere and in the case of an enrolled nurse or assistant in nursing who was formerly a student nurse includes experience as such student nurse.
- (x) "Facility" means - a nursing home or hostel.
- (xi) "Industry of Nursing" means - the industry of persons engaged in New South Wales in the profession of nursing in nursing homes and hostels.
- (xii) "Nurse" includes Registered Nurses, Enrolled Nurses and Assistants in Nursing.
- (xiii) "Clinical Nurse Educator" means - a registered nurse with a post registration certificate, who has relevant experience or other qualifications deemed appropriate by the employer, and who is appointed to a position of Clinical Nurse Educator.
- (xiv) A Clinical Nurse Educator shall be responsible for the development, implementation and delivery of nursing education programmes within a nursing home or group of nursing homes. Nurse education programmes shall mean courses conducted such as post registration certificates, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses.
- (xv) A person appointed to a position of Clinical Nurse Educator who holds relevant tertiary qualifications in education or tertiary postgraduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.
- A person appointed as the sole clinical nurse educator for a group of nursing homes shall be paid at the 3rd year rate of the salary scale.
- (xvi) Incremental progression for Clinical Nurse Educators shall be on completion of 12 months satisfactory full-time equivalent service, provided that progression shall not be beyond the 3rd year rate unless the person possesses the qualifications detailed in the two previous paragraphs. Persons appointed to the 3rd year rate by virtue of paragraphs 3 and 4 above shall progress to the 4th year rate after completion of 12 months satisfactory full time service.
- (xvii) "Registered Nurse" means - a person registered by AHPRA as such.
-

-
- (xviii) "Service" for the purpose of Appendix 1, of this Agreement, means - service before or after the commencement of this Agreement in New South Wales or elsewhere as a registered nurse, plus any actual periods on and from 1 January 1971, during which a registered nurse undertook a prescribed geriatric, infants', midwifery, mothercraft, developmental disabilities, or psychiatric training course, or attended a post-graduate course recognised by AHPRA whether in New South Wales or elsewhere; provided that in the case of service elsewhere than in New South Wales where the period of the prescribed course of training is less than the period of the prescribed course of training in New South Wales, the nurses shall serve a period after graduation equal to the difference between the period of the prescribed course elsewhere than in New South Wales and the period of the prescribed course in New South Wales before becoming entitled to be paid as a registered nurse, general nurse, geriatric nurse, infants' nurse, midwifery nurse, mothercraft nurse or psychiatric nurse as the case may be. Progression for all classifications for which there is more than one yearly increment will be by annual movement to the next increment within a classification, or in the case of a part-time or casual employee 1786 hours of experience, having regard to the acquisition and use of skill described in the definitions contained in this Clause.
- (xix) "Shift Worker" means - a worker who is not a day worker as defined.
- (xx) **immediate family** or household member of an employee means:
- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
 - (c) **spouse** includes a former spouse.
 - (d) **de facto partner** of an employee:
 - (1) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (2) includes a former de facto partner of the employee.
- (xxi) NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009 (Cth)*.
- (xxii) Service and Continuous Service are defined by section 22 of the *Fair Work Act*.
-

(xxiii) "the Act" shall mean the *Fair Work Act 2009*, as amended.

(xxiv) FWC means the Fair Work Commission.

7. REGISTRATION AND ENROLMENT PENDING

- (i) A registered nurse or enrolled nurse who has trained shall be paid as a registered nurse or enrolled nurse as from the date she or he is notified that she or he is eligible for registration or enrolment as a registered nurse or enrolled nurse; provided that she or he makes application for registration within seven days after being so notified.
- (ii) He or she shall notify the employer as soon as possible after he or she has applied.

8. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the National Employment Standards ("NES") are provided for under the *Fair Work Act 2009*. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

9. CONSULTATION REGARDING CHANGE

- (i) This term applies if the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer.
- (ii) The employer must consult the employees to whom the Agreement applies about:
 - (a) a major workplace change that is likely to have a significant effect on the employee/s; or
 - (b) a change to their regular roster or ordinary hours of work.
- (iii) The relevant employees may appoint a representative, which may be a representative from the NSWNMA, for the purposes of the procedures in this term. If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees

advise the employer of the identity of the representative; the employer must recognise the representative.

- (iv) As soon as practicable after making its decision, the employer must
 - (a) discuss with the relevant employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the employees; and
 - (3) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant employees and their appointed representative/s:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the employees; and
 - (3) any other matters likely to affect the employees.
 - (c) Subject to (iv)(a) and (b), for a change to the employees' regular roster or ordinary hours of work, the employer is required to:
 - (1) to provide information to the employee/s about the change; and
 - (2) to invite the employee/s to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (3) to consider any views given by the employee/s about the impact of the change.
- (v) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (vi) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (vii) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (ii) and (iv) are taken not to apply.
- (viii) In this term, a major change is ***likely to have a significant effect on employees*** if it results in the termination of the employment of employees; or major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of

work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs.

- (ix) In this term, **relevant employees** means the employees who may be affected by the major change.

10. DISPUTE RESOLUTION PROCEDURE

- (i) In the event of a dispute in relation to a matter arising under this agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (ii) A party to the dispute may appoint another person, organisation or a union representative to accompany or represent them in relation to the dispute.
- (iii) The above steps shall take place within seven days (health and safety matters are exempt from this clause).
- (iv) If a dispute in relation to a matter arising under the agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the FWC for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (v) It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue according to the custom and practice before the grievance arose unless an employee has a reasonable concern about an imminent risk to his or her health or safety.
- (vi) If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (vi) For the avoidance of doubt, employee grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

11. WAGES

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

Column 1	Column 2	Column 3	Column 4	Column 5
2.5%	1.25%	1.25%	1.25%	1.25%

-
- (ii) The wage increases in subclause (i) hereof shall be payable as follows:-
 - (a) The amount shown in Column 1 shall be back paid and be payable from the beginning of the first full pay period to commence on or after 2 April 2016.
 - (b) The amount shown in Column 2 shall be payable from the beginning of the first full pay period to commence on or after 2 April 2017.
 - (c) The amount shown in Column 3 shall be payable from the beginning of the first full pay period to commence on or after 2 October 2017.
 - (d) The amount shown in Column 4 shall be payable from the beginning of the first full pay period to commence on or after 2 April 2018.
 - (e) The amount shown in Column 5 shall be payable from the beginning of the first full pay period to commence on or after 2 October 2018.
 - (iii) The wage increases referred to in subclause (a) of this Clause shall be absorbed into any payment made to the Employee beyond the minimum rates contained within this Agreement.
 - (iv) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.
 - (v) Rates of pay as increased by this Agreement are set out in Appendix 1.
 - (vi) The loadings for casual employees as per this Agreement shall be calculated and paid in accordance with Appendix 1 of the Agreement.

12. SALARIES

- (i) Employees shall be paid the fortnightly salaries as set out hereunder corresponding to that employee's classification in accordance with Schedule 1.
- (ii) Payment of salaries
 - (a) Salaries shall be paid during working hours on a week day being not more than five days following the end of the pay period.

-
- (b) An employee shall be supplied at the time of receiving his or her pay an electronic statement in accordance with the *Fair Work Act 2009* (Cth) as amended from time to time.

13. SUPERANNUATION

- (i) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (ii) "The Fund" for the purpose of this Agreement shall mean:
 - (a) Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto;
 - (b) National Catholic Fund;
 - (c) First State Superannuation Fund; or
 - (d) Such other complying fund or scheme nominated by the Employee.
- (iii) Upon commencement of employment, the organisation shall provide each worker with membership form for their preferred fund and shall forward the completed membership forms for the worker's choice of fund within 28 days. In the event that the employee had not completed an application form within 28 days, the Organisation shall forward contributions and employee details to HESTA (**Default Fund**). The Default Fund offers a MySuper product.
- (iv) In addition to the Organisation's statutory contributions to the Fund an employee may make additional contribution from their salary, and on receiving written authorisation from the employee the Organisation must commence making contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992.
- (v) Superannuation fund payments will be made in accordance with trust fund deeds.
- (vi) Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

14. HOURS OF WORK

- (i) The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days, to be worked Monday to Friday, inclusive, and to commence on such days at or after 6.00 a.m. and before 10.00 a.m.
- (ii) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iii)
 - (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall be worked in shifts of less than eight hours each over 20 days in each cycle of 28 days or 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than ten days in the fortnight.
 - (b) Notwithstanding the provision of paragraph (iii)(a), employees may, with the agreement of the employer, have their prescribed hours of work arranged in such a manner that in each roster cycle of 28 calendar days each employee shall not work his/her ordinary hours of work on more than 19 days in the cycle.
- (iv) Each shift shall consist of no more than ten hours on a day shift or 11 hours on a night shift with not less than eight hours break between each shift; provided that an employee shall not work more than seven consecutive shifts unless the employee so requests and the Employer agrees. Provided also that an employee shall not work more than two quick shifts in any period of seven days, i.e., an evening shift followed by a morning shift, where the break between ordinary shifts is less than ten hours.
- (v) The employer is to decide when employees take their additional days off prescribed in subclause (iii) of this clause (as a consequence of the implementation of the 38-hour week). Where necessary, the employer must consult with the affected employees to ascertain the employees preferences and must take any such preferences into account when arriving at a decision. Where practicable, additional days off duty shall be consecutive with the rostered days off duty prescribed in subclause (xiv) of this clause.
- (vi) Once set, the additional day off duty may not be changed, except in accordance with the provisions of clause 18, Rosters.
- (vii) Where the employers decision (in accordance with subclause (v) of this clause) is that an employees additional days off be accumulated, no more than five days may be accumulated in any one year of employment. Any accrual post the maximum of 5 days must be rostered and taken within the month in which it is

accrued or the Employee shall receive payment at their ordinary base rate for hours accrued in lieu of taking such accrued days off.

(viii)

- (a) Except for breaks for meals, the hours of duty each day shall be continuous.
- (b) "Broken shift" for the purposes of this subclause means a shift worked by a permanent part-time employee that includes a break (other than a meal break) of not more than four hours and where the span of hours is not more than 12 hours.
- (c) Broken shifts may be worked under the following circumstances:
 - (1) It is for a period of one month or less; and
 - (2) it is by reason of an emergency in the roster, e.g., absence of another employee due to sick leave, annual leave on short notice or resignation; and
 - (3) the affected employees agree to work the broken shifts.

(ix)

- (a) Each employee shall be allowed a break of not less than 30 minutes and not more than 60 minutes for each meal occurring on duty.
 - (b) Where practicable, employees shall not be required to work more than five hours without a meal break.
- (x) Two separate ten-minute intervals (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift of 7.6 hours or more; where less than 7.6 ordinary hours are worked, employees shall be allowed one ten-minute interval in each four-hour period. Subject to agreement between the employer and the employee, such intervals may alternatively be taken as one 20-minute interval, or as one ten-minute interval with the employee allowed to proceed off duty ten minutes before the completion of the normal shift finishing time. Such interval(s) shall count as working time.

(xi)

- (a) Each full-time employee shall be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28-day cycle and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by an evening shift or a

night shift unless an additional eight hours are granted as sleeping time, unless requested by the employee and mutually agreed between the employer and employee. An evening shift shall be one which commences at or after 1.00 p.m. and before 4.00 p.m. In the case of a part-time employee, by mutual agreement, such employee shall be free from ordinary duty for not less than 3 full days in each fortnight or six full days in each 28 day cycle.

(xii)

(a) Employees may be required to remain "on call". Any such time on call shall not be counted as time worked (except insofar as an employee may take up actual duty in response to a call), but shall be paid for in accordance with clause 20, Special Allowances. Provided, however, that no employee shall be required to remain on call whilst on leave or on the day before entering upon leave.

(b) No employee shall be required to remain on call while on a rostered day or days off, nor on completion of the shift on the day preceding a rostered day off. This provision shall not apply where in special circumstances it is necessary for an employer to place staff on call on rostered days off or on completion of the shift on the day preceding a rostered day off in order to ensure the provision of services.

(xiii) The provisions of paragraphs (a) and (b) of subclause (xi) and of paragraph (a) of subclause (xii) of this clause, shall not apply if the employee is required to perform duty to enable the nursing service of the employer to be carried on or where another employee is absent from duty on account of illness or in an emergency.

15. OVERTIME

(i) Employees shall work reasonable overtime when required by the employer.

(ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

(iii) For the purposes of subclause (ii) what is unreasonable or otherwise will be determined having regard to:

(a) any risk to employee health and safety;

(b) the employees personal circumstances including any family and carer responsibilities;

-
- (c) the needs of the facility;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.
- (iv) This subclause is subject to subclause (ix) below.
- (a) Subject to paragraph (b) of this subclause, all time worked by employees in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one-half.
 - (b) All time worked by employees pursuant to Clause 16, Part time Employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one-half for the first two hours and double time thereafter, except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one-half.
- Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (v) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked, provided that the benefits of this subclause shall not apply to an employee employed pursuant to Clause 16, Part time Employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
 - (vi) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time shall be counted as time worked.

-
- (vii) The meals referred to in subclauses (v) and (vi) of this clause shall be allowed to the employee free of charge. Where the facility is unable to provide such meals, the sum per meal set out Item 15 of Table 2 shall be paid to the employee concerned.
 - (viii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 14, Hours of Work, shall apply.
 - (ix) Employees who work so much overtime:
 - (a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times; or
 - (b) on a Saturday, a Sunday or a public holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the 24 hours preceding the ordinary commencing time on the next ordinary day or shift,

shall, subject to this subclause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such eight consecutive hours off duty, they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (x) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.
- (xi) By agreement between the employee and employer, an employee may be compensated by way of time off in lieu of payment of overtime on the following basis:
 - (a) Time off in lieu of overtime must be taken at ordinary rates within three months of it being accrued.
 - (b) Where it is not possible for a nurse to take the time off in lieu of overtime within the three-month period, it is to be paid out at the appropriate

overtime rate based on the rates of pay applying at the time payment is made.

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

16. PART TIME EMPLOYEES

- (i) A part-time employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours up to but not exceeding an average 38 hours in any one week. Where the Employee is employed on a part-time basis he or she shall be paid the ordinary appropriate hourly rate prescribed for the classification in which they are employed.
- (ii) Employees engaged in accordance with this clause shall be paid where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by clause 20, Special Allowances, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 22, Uniform and Laundry Allowance, but shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 14, Hours of Work.
- (iii) Where an employee has any period of part-time employment during any 12 month qualifying period for annual leave, payment for such annual leave shall be calculated on the basis of the proportion that the average number of hours worked each week bears to 38.
- (iv) Employees engaged under this clause shall be entitled to all other benefits of this Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (v) Where the employee is regularly working more than their specified contract hours they may request that their contracted hours are reviewed by the Employer. The Employer will formally respond to the request by the employee stating the reasons if the request is not agreed to. The Employer will not unreasonably reject the request. The Employer will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:

-
- (a) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (b) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
 - (vi) Any adjusted contracted hours resulting from a review by the employer should however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

17. CASUAL EMPLOYEES

- (i) A casual employee is one engaged on an hourly basis otherwise than as a part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Appendix 1, and, where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by clause 20, Special Allowances, plus 25% thereof, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 22, Uniform and Laundry Allowance.
- (iii) With respect to a casual employee, the provisions of clause 18, Rosters; clause 26, Annual Leave; clause 31, Personal Leave (other than as specifically set out in clause 31); and clause 33, Long Service Leave shall not apply. The provisions of Clause 14 Hours of Work shall not apply to casual employees except for subclauses (ix) and (x) regarding meal and tea breaks. Clause 15 Overtime shall not apply to casual employees other than as set out at (iii)(a) and (b) below:
 - (a) Overtime rates set out at Clause 15 shall only be payable to a casual when they work in excess of 38 hours per week or 76 hours per fortnight depending on the pay period.
 - (b) Payment of overtime to casual employees shall be on the base hourly rate of pay and shall be in lieu of the casual loading.
- (iv) In accordance with the *Fair Work Act 2009* casual employees have no entitlement to paid annual leave.
- (v) For the entitlement to payment in respect of long service leave, see *Long Service Leave Act 1955*.

-
- (vi) A casual employee who is required to and does work on a public holiday as defined in subclauses (i) and (ii) of clause 25, Public Holidays, shall be paid for the time actually worked at the rate of double time and one-half, such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual employee shall not be entitled to be paid, in addition, the casual loading in subclause (ii) of this Clause in respect of such work.
 - (vii) Casual conversion
 - (a) A casual employee who has been rostered on a regular and systematic basis over 26 weeks, (provided that the rostering pattern has not resulted from coverage for extended absences such as maternity leave, long service leave, workers compensation leave and extended sick leave), has the right to request conversion to permanent employment and that request will not be unreasonably refused by the Employer. An employer may also offer a casual employee permanent employment in accordance with this provision.
 - (b) Casual conversion will not apply where a casual has covered absences of permanent employees who are expected to return to work or if the hours are due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.

18. ROSTERS

- (i) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster shall, where practicable, be displayed at least two weeks, and in any event not less than one week, prior to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the facility to be carried on where another employee is absent from duty on account of illness or in an emergency; provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.
- (iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (v) The roster may also be varied in the circumstances of an employee request for a variation to his or her rostered shift(s) that is approved by the Employer.

(vi) Where an employee is entitled to an additional day off duty in accordance with clause 14, Hours of Work, of this Agreement, such day is to be shown on the roster of hours for that employee.

(vii) All rosters shall be retained for at least six years.

19. RECOGNITION OF SERVICE AND EXPERIENCE

- (i) The employer shall notify each nurse, in writing, of the requirements of this clause at the time of the nurse's commencement of employment. If the employer does not so notify the nurse, then the requirements of this clause shall not commence until the employer does so notify the nurse. From the time of commencement of employment the nurse has three months in which to provide documentary evidence to their employer detailing any other 'service' or 'experience', as defined in clause 6, Definitions, not disclosed at the time of commencement.
- (ii) Until such time as the nurse furnishes any such documentation contemplated in subclause (i) above, the employer shall pay the nurse at the level for which proof has been provided.
- (iii) If within three months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the employer shall pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- (iv) If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three months period, the nurse shall be paid a rate appropriate for the previous service or experience then proved, but only from the date of providing that evidence to the employer.
- (v) A nurse who is working as a nurse for more than one organisation shall notify each employer under this Agreement within one month of the end of each quarter of their hours worked with those other employers in the last quarter.
- (vi) A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide proof of that entitlement within three months of that entitlement arising. If that proof is so provided, the nurse shall be paid at the higher rate as and from the date they were entitled to progress to the next year of service or experience. If the proof is provided outside that three-month period, the nurse shall be paid at the higher rate only from the date that proof is provided.

20. SPECIAL ALLOWANCES

- (i)
 - (a) A registered nurse in charge during the day, evening or night of a facility having a daily average of occupied beds of less than 150 shall be paid, in addition to his or her appropriate salary, whilst so in charge, the relevant sum set out in Item 1 of Table 2, of Appendix 1, per shift.
 - (b) A registered nurse who is designated to be in charge of a shift in a ward shall be paid, in addition to his or her appropriate salary, the sum set out in Item 2 of the said Table 2, per shift.
 - (c) This subclause shall not apply to registered nurses holding classified positions of a higher grade than a registered nurse.
- (ii)
 - (a) An employee required by her or his employer to be on call otherwise than as provided for in paragraph (b) of this subclause shall be paid the sum set out in Item 3 of Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
 - (b) An employee who is directed to remain on call during a meal break shall be paid the sum set out in Item 5 of Table 2, provided that no allowance shall be paid if, during a period of 24 hours, including such period of on call, the employee is entitled to receive the allowance prescribed in paragraph (a) of subclause (ii) of this clause.
 - (c) Where an employee on remote call leaves the facility and is recalled to duty, she or he shall be reimbursed all reasonable fares and expenses actually incurred, provided that where an employee uses a motor car in those circumstances the allowance payable shall be calculated utilising the Australian Tax Office (ATO) rates as varied from time to time.
 - (d) This subclause shall not apply to a Deputy Director of Nursing.
- (iii) Where an employee is called upon and agrees to use his or her own private vehicle for official business, payment of an allowance shall be made by utilising the rate per kilometre in Item 6 of Table 2. This subclause shall apply to all employees.

21. CONTINUING EDUCATION ALLOWANCE

- (i) A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to

registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.

- (ii) The qualification must be accepted by the employer to be directly relevant to the competency and skills used by the employee in the duties of the position.
- (iii) The allowance is not payable to Deputy Director of Nursing unless it can be demonstrated to the satisfaction of the employer that more than fifty per cent of the employees time is spent doing clinical work.
- (iv) The allowance is not payable to Clinical Nurse Specialists.
- (v) An RN or EN holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- (vi) The employee claiming entitlement to a continuing education allowance must provide evidence to the employer that they hold that qualification.
- (vii) An RN who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position shall be paid a weekly allowance as set out in Item 1 of Table 3, Continuing Education Allowances of Appendix 1.
- (viii) An RN who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position shall be paid a weekly allowance as set out in Item 2 of Table 3, Continuing Education Allowances of Appendix 1.
- (ix) An RN who holds a relevant masters degree or doctorate in a clinical field that is accepted by the employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position shall be paid a weekly allowance as set out in Item 3 of Table 3, Continuing Education Allowances of Appendix 1.
- (x) An EN who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the employer to be directly relevant to the competency and skills used by the EN in carrying out the duties of the position shall be paid a weekly allowance as set out in Item 4 of Table 3, Continuing Education Allowances of Appendix 1.
- (xi) The allowances set out in sub-clauses (vii), (viii), (ix) and (x) hereof are not included in the employees ordinary rate of pay and will not constitute part of the all-purpose rate.

-
- (xii) A registered nurse or enrolled nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.
 - (xiii) The rates for these allowances shall be adjusted in accordance with increases in other wage- related allowances contained in this Agreement.
 - (xiv) Where a disagreement or dispute arises concerning the eligibility of an employee for payment of a continuing education allowance, the matter shall be dealt with in accordance with the dispute resolution procedures of this Agreement.

22. UNIFORM AND LAUNDRY ALLOWANCE

- (i) Subject to subclause (iii) of this clause, sufficient suitable and serviceable uniforms, including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, and one cardigan or jacket, shall be supplied free of cost to each employee required to wear a uniform or part of a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- (ii) An employee, on leaving the service of an employer, shall return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.
- (iii)
 - (a) In lieu of supplying uniforms, shoes, cardigan or jacket, stockings and socks to an employee, the employer shall pay the said employee the sum per week set in Items 9 to 13 of Table 2 - Other Rates and Allowances of Appendix 1 for such items.
- (iv) If, in any facility, the uniforms of an employee are not laundered at the expense of the facility, the sum per week set out in Item 14 of Table 2 shall be paid to the said employee. Provided that the payment of such laundry allowance shall not be made to any employee on absences exceeding one week.
- (v) Where the employer requires any employee to wear headwear, the facility shall provide headwear free of charge to the employee.
- (vi) The allowances referred to in subclause (iii) are also payable during any period of paid leave.

23. HIGHER GRADE DUTY

-
- (i) Subject to subclauses (ii), (iii) and (iv) of this clause, an employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification, shall be entitled to receive for the period of relief or the period during which he/she so acts the minimum payment for such higher classification.
 - (ii) The provisions of subclause (i) of this clause shall not apply where the employee of the higher classification is off duty pursuant to clause 14, Hours of Work, except when an employee in a higher grade is absent from duty by reason of his/her additional day off duty as a consequence of working a 38 hour week.
 - (iii) Subject to subclause (ii) above, the provisions of subclause (i) shall not apply where a worker is being relieved and is absent from duty for a period of three consecutive working days or less.

24. PENALTY RATES FOR SHIFT WORK AND WEEKEND WORK

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

Afternoon shift commencing at 10.00 a.m. and before 1.00 pm	10 per cent.
Afternoon shift commencing at 1.00 p.m. and before 4.00 pm	12.5 per cent.
Night shift commencing at 4.00 p.m. and before 4.00 am	15 per cent.
Night shift commencing at 4.00 a.m. and before 6.00 am	10 per cent.

- (ii) "Ordinary rate" and "ordinary time" shall not include any percentages addition by reason of the fact that an employee works less than 38 hours per week, but shall include amounts payable under Appendix 1, subclauses (i) and (ii) of clause 20, Special Allowances.

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

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

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

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

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

The foregoing paragraph shall apply to employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any loading prescribed by clause 17, Casual Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this Agreement, except as provided in clause 26, Annual Leave.

25. PUBLIC HOLIDAYS

- (i) The following days shall be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, and any other day or part thereof proclaimed and observed as a public holiday within the area in which the facility is situated.

- (ii)
 - (a) In addition to those public holidays specified in subclause (i), employees shall be entitled to an extra public holiday each year. Such public holiday will occur on a day between Christmas Eve and New Years Day as determined by the employer following consultation with the employees. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.

- (iii) Payment for public holidays

- (a) A full-time employee who is required to and does work on a public holiday prescribed by subclauses (i) and (ii) of this clause shall have one day or one half day, as appropriate, added to his/her period of annual leave and shall be paid at the rate of time and one-half for the time actually worked. Such payment is in lieu of any additional rate for work or weekend work which would otherwise be payable had the day shift not been a public holiday.

In lieu of adding to annual leave under this paragraph, an employee may elect to be paid for the time actually worked at the rate of time and one-half in addition to his/her ordinary weekly rate. Such election shall be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer. Where payment is made in lieu of leave in respect of the time worked on a public holiday, payment shall be made for a minimum of four hours' work, and any balance of the day or shift not worked shall be paid at ordinary rates.

(b) Public holidays occurring on a rostered day off

All full-time employees will receive a day's ordinary pay or, if the employee so elects, shall have one day added to the period of annual leave, for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday–Friday employees.

(c) For the purposes of subclause (iii), the hourly rate of pay shall be calculated on the basis of one thirty-eighth of the appropriate ordinary weekly rate of pay prescribed in Appendix 1.

(iv) Part-time employees

(a) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph, an employee may elect to be paid for the time actually worked at the rate of time and one-half in addition to his/her ordinary weekly rate. Such election shall be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.

(b) A part-time employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday unless he/she is required to work on the public holiday, notwithstanding the following:

-
- (1) In determining whether a part-time employee who works a variable roster is entitled to receive public holiday penalty rates for a particular public holiday not worked, the Employer will determine this by reviewing the roster pattern of the individual over the preceding six months. If the rosters show that the employee has worked 50% or more of the days on which a particular public holiday falls, the employee shall be entitled to receive the 'rostered off' benefit for that public holiday.
 - (2) For the purposes of this clause the 'rostered off' benefit shall be calculated by adding together the hours worked by the employee on the particular day of the week on which the public holiday falls over the immediately preceding six months and averaging those hours in respect of those days worked by the employee.

(v) Public Holiday substitution

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

26. ANNUAL LEAVE

(i) Entitlement to annual leave

- (a) For each year of service with his or her employer, an employee is entitled to 4 weeks of paid annual leave.
- (b) In addition to the entitlement prescribed in paragraph (i)(a), full-time employees are entitled to an additional week of annual leave on the same terms and conditions. Part-time employees shall be entitled to the additional week of annual leave as prescribed herein on a pro-rata basis.

(ii) A shift worker, as defined herein, is entitled to an additional weeks' annual leave. This entitlement is in addition to the annual leave entitlement prescribed in subclause (i) above. For the purposes of subclause (ii) a shiftworker is defined as an employee who:

- (a) is regularly rostered over seven days a week; and
- (b) regularly works on weekends.

(iii) Accrual of leave

An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

(iv) Taking paid annual leave

- (a) Paid annual leave may be taken for a period agreed between an employee and his or her employer. The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave. Further, provided the employee has sufficient accrued entitlement an employee may request to take a period of annual leave after completing six months continuous service.
- (b) Notwithstanding paragraph (iv)(a) Annual leave will be given and taken within six months of the employee becoming entitled to annual leave of more than five weeks.

(v) Employee not taken to be on paid annual leave at certain times

Public holidays

- (a) If the period during which an employee takes paid annual 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 annual leave on that public holiday.

Other periods of leave

- (b) If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under the leave entitlements prescribed under the National Employment Standards ('NES'), or a period of absence from employment for the purposes of community service leave as prescribed in the NES, the employee is taken not to be on paid annual leave for the period of that other leave or absence.

(vi) Payment for annual leave

If, in accordance with this Clause, an employee takes a period of paid annual leave, the employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.

(vii) Annual leave loading

- (a) On commencement of leave in addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading

of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum.

- (b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - (1) an annual leave loading of 17.5% of ordinary pay, together with any allowances prescribed by subclauses (i) and (ii) of clause 20, Special Allowances; or
 - (2) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period
- (c) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under this clause to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (vii), applying the Agreement rates and wages payable on that day.
- (d) When the employment of an employee is terminated by the employer and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, he/she shall be paid a loading calculated in accordance with subclause (a) of this clause for the period not taken.

(viii) Payment of annual leave on termination

On the termination of their employment, an employee will be paid their untaken annual leave and pro rata leave.

- (ix) Except as provided in subclauses (viii) and (x) of this clause, payment for annual leave shall not be made or accepted in lieu of annual leave.

(x) Pay in lieu of an amount of annual leave

- (a) Upon receipt of a written request by an Employee on each occasion, the Employer may authorise the Employee to receive pay in lieu of an amount of annual leave.
 - (1) Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (2) Where an Employee forgoes an entitlement to take an amount of annual leave, the employee must be paid at least the full amount that would have been payable to the employee had the employee

taken the leave that the employee has forgone.

- (3) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employer will give the Employee the amount of pay that the Employee is entitled to receive in lieu of the amount of annual leave, plus leave loading that would otherwise have been payable within two weeks of the request being made.
- (4) Superannuation guarantee contributions will be paid in relation to the amount of annual leave and annual leave loading for which payment is received in lieu.

27. PARENTAL LEAVE

- (i) Employees are entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*, as amended from time to time.
- (ii) Permanent employees eligible for parental leave in accordance with subclause (i) shall be entitled to the following paid parental leave:
 - (a) Nine weeks paid maternity and adoption leave shall be given to any permanent employee who qualifies for maternity and adoption leave under the provisions of the Agreement.
 - (b) The parties agree that one week paid partner/ non-primary caregiver leave (includes same sex partners) shall be given to any permanent employee who qualifies for partner/ non-primary carer leave under the provisions of the Agreement.
 - (c) A second or subsequent period of paid parental leave, as per sub-clause (ii)(a), shall only be payable where such employee has:
 - (1) returned to work after their prior period of parental leave; and
 - (2) has subsequently undertaken a further period of 6 months continuous service as at the date they propose to proceed on the second or subsequent period of parental leave.
- (iii) In addition, the employee may take all accrued annual leave prior to a return to work from maternity and adoption leave and birth partner leave.
- (iv) Right to request
 - (a) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:

(2) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

(3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

(b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under (a) and (b) must be recorded in writing

(d) Request to return to work part-time

Where an employee wishes to make a request under (iv)(a)(2), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

28. JURY SERVICE

(i) An employee other than a casual employee, required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary salary he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service. The period of payments of jury service shall be limited to the period prescribed under relevant Legislation.

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

29. STUDY/EXAMINATION/CONFERENCE/PROFESSIONAL DEVELOPMENT LEAVE

-
- (i) Each full time nurse (pro rata, for part time nurse) may make application to the Employer in order to access study, examination, conference and professional development leave. Each application will be assessed on its merits in the context of the applicability of the conference/ seminar/ course of study or examination the number of other similar applications and the resources available to the employer.
 - (ii) In accordance with subclause (i) above the employee may apply to the Employer in order to access up to 24 hours paid leave per year for the purposes of attendance at approved conferences/ seminars and or access to approved studies or leave for examinations.
 - (iii) The time and manner of taking any such approved leave under this provision is to be mutually agreed between the employer and the employee and the course and means of dissemination of conference/seminar information is to be approved by the Employer.
 - (iv) Reasonable travel, accommodation and registration costs may be paid by the employer, when the employer approves the employee's attendance at the conference/seminar.
 - (v) All staff granted leave will be required to provide an in-service to other staff on the learning from the leave and to provide a report to the Employer on the learning's from the conference/seminar or course of study.

30. PAID EMERGENCY SERVICES LEAVE

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

31. PERSONAL/ CARERS LEAVE

- (i) Subject to the following limitations and conditions, a full time employee is entitled to 10 days of personal leave for each completed year of service.

- (a) Accrual of Paid Personal/Carer's Leave

- Personal leave as prescribed in (i) above shall accrue progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

-
- (b) All periods of personal leave shall be certified by a registered health practitioner, or where this is not reasonably practicable, by a statutory declaration, notwithstanding, this requirement an employee may take 3 single day uncertificated absences per year. The employer may dispense with the requirements of a certificate from a registered health practitioner where, in the employer's opinion, the circumstances are such as not to warrant such requirement.
 - (c) Each employee shall notify her/his employer of an absence from work due to illness or injury prior to the commencement of her/his rostered shift or as soon as practicable thereafter and shall, as far as possible, inform the employer of the estimated duration of the absence.
 - (ii) Part-time Employees - A part-time employee shall accrue personal leave progressively on a pro-rata basis according to the employee's ordinary hours of work. Such leave accumulates from year to year. Such entitlements shall be subject to all the above conditions applying to full-time employees.
 - (iii) With respect to an employee who is eligible for personal leave for illness/ injury and who produces a satisfactory certificate from a registered health practitioner to the effect that he/she has been incapacitated while on annual leave, the employer will re -credit such employee with an equivalent period of annual leave.
 - (iv) Subject to the provision of a satisfactory certificate from a registered health practitioner and sick leave being due, long service leave shall be re-credited where an illness of at least one week's duration occurs during the period of long service leave; provided that the period of leave does not occur prior to retirement, resignation or termination of services.
 - (v) Carers Leave
 - (a) An employee with responsibilities in relation to a member of their immediate family, as defined in Clause 6, or household who requires the employee's care or support because of a personal illness or injury affecting the member or there is an unexpected emergency affecting the member, shall be entitled to use, in accordance with this subclause, any current or accrued personal leave entitlement. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish, either by production of a certificate from a registered health practitioner or statutory declaration, the illness/ injury of the person concerned (which may be stated as medical condition) and that the illness/ injury is such as to require care or support by another person. In normal circumstances, an employee

must not take carer's leave under this subclause where another person has taken leave to provide care or support for the same person.

- (c) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(vi) Unpaid Carers Leave

- (a) Where an employee has exhausted all paid personal leave entitlements, he or she is entitled to take unpaid personal leave to provide care or support for members of his or her immediate family or household who are ill/ injured and require care or support; or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee, including a casual employee, is entitled to take up to two days of unpaid leave per occasion, provided the requirements of (v)(b) and (c) are met.

32. COMPASSIONATE LEAVE

- (i) An employee is entitled to 2 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household:
 - (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.
- (ii) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (i); or
 - (b) after the death of the member of the employee's immediate family or household referred to in subclause (i).

-
- (iii) An employee may take compassionate leave for a particular permissible occasion as a single continuous 2 day period; or 2 separate periods of 1 day each; or any separate periods to which the employee and the employer agree.
 - (iv) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
 - (v) If, in accordance with this Clause, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.
 - (vi) The employee, if required by the employer, shall supply relevant evidence of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate.
 - (vii) Provided that, where the employee is involved in funeral arrangements, travelling, etc., the employee may be allowed up to three days compassionate leave.

33. LONG SERVICE LEAVE

- (i) For long service leave falling due prior to 20 February 1981, see *Long Service Leave Act 1955*.
- (ii) For long service leave falling due after 20 February 1981, the following provisions shall apply:
 - (a)

- (1) Every employee after ten years' continuous service with the same employer shall be entitled to two months' long service leave on full pay; after 15 years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one-half months' long service leave on full pay.

Such leave shall be taken at a time to be mutually arranged between the employer and the employee as soon as practicable after each period of leave falls due, having regard to the reasonable preferences of each party. Where required by the employer, the term "as soon as practicable" shall mean that leave is taken by the employee within 12 months of the date that the

leave falls due. The leave is to be taken in one continuous period unless the employer and employee agree otherwise.

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

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

For the first five years service - one month.

For the next ten years service - a proportionate amount calculated on the basis of one month for each additional five years. For the purpose of calculation, each completed whole month of continuous service gives an entitlement equal to 0.0722 weeks pay.

For all subsequent service - a proportionate amount calculated on the basis of 1.5 months for each additional five years. For the purpose of calculation, each completed whole year of continuous service gives an entitlement equal to 1.2996 weeks pay.

- (b) Subject to subclause (a) of this clause, where an employee has acquired a right to long service leave, then:

- (1) If, before such leave has been entered upon, the employment of such employee has been terminated, such employee shall be entitled to receive the monetary value of the leave to which such employee has become entitled, computed at the rate of salary which such employee had been receiving immediately prior to the termination of employment.
- (2) If such employee dies before entering upon such long service leave, or if after having entered upon the same dies before its termination, any accrued long service leave will be paid out in accordance with Section 4 (Long Service Leave) subsection (5)(b)

of the Long Service Leave Act 1955 (NSW). This provision provides that:

“Where a worker dies and any long service leave:

- (1) to which the worker was entitled has not been taken; or
- (2) accrued upon termination of the services of the worker by reason of the worker’s death and has not been taken,

the employer shall upon request by the worker’s personal representative pay to the worker’s personal representative in full the ordinary pay that would have been payable to the worker in respect of long service leave less any amount already paid to the worker in respect of that leave.”

(c) For the purpose of this clause:

- (1) Continuous service in the same facility prior to the coming into force of this Agreement shall be taken into account.
- (2) One month equals four and one-third weeks.
- (3) Continuous service shall be deemed not to have been broken by:
 - (A) absence of an employee from the facility while a member of the Defence Forces of the Commonwealth in time of war;
 - (B) any period of absence on leave without pay not exceeding six months.

(d) Where any employee has been granted a period of long service leave prior to the coming into force of this Agreement, the amount of such leave shall be debited against the amount of leave due under this Agreement.

(e) Any period(s) of part-time employment with the same employer shall count towards long service leave as provided for in paragraphs (a) and (d) of this subclause. Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to 38.

(f) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave, such day shall be

taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence, irrespective of whether sufficient credits have been accumulated or not.

34. TERMINATION OF EMPLOYMENT

(i) Notice of termination by the employer

- (a) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

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

- (b) In addition to the notice in (i)(a) hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in (i)(a) and/or (ii)(a) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- (A) the employee's ordinary hours of work (even if not standard hours); and
- (B) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (C) any other amounts payable under the employee's contract of employment.

-
- (e) The period of notice in this clause does not apply:
 - (A) in the case of dismissal for serious misconduct;
 - (B) to employees engaged for a specific period of time or for a specific task or tasks;
 - (C) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - (D) to casual employees.
 - (f) For the purposes of this clause, continuity of service shall be calculated in the manner prescribed in the Long Service Leave clause of this Agreement.
- (ii) Notice of termination by the employee
 - (a) The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.
 - (b) If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice subject to the requirements of s.324 (1) (b) of the Act
 - (iii) Time off work during notice period

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

35. REDUNDANCY

- (i) Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer, the Employer shall consult with affected employees in accordance with the consultation regarding change provision of this Agreement.

Transfer to lower paid duties

-
- (ii) Where an employee is transferred to lower paid duties for reasons set out in paragraph (i) the employee shall be entitled to the same period of notice of transfer as she/he would be entitled to if her/his employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks notice still owing.

Severance pay

- (iii) In addition to the period of notice prescribed for termination, an employee whose employment is terminated for reasons set out in paragraph (i) shall be paid the following amount of severance pay in respect of a period of continuous service.

- (a) Where the employee is under 45 years of age, the employer shall pay the employee in accordance with the following scale:

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

- (b) Where the employee is 45 years of age or over, the employer shall pay the employee in accordance with the following scale:

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

Definitions

- (iv) "Week's pay" means the ordinary time rate of pay for the employee concerned at the date of termination and shall include in addition to the ordinary pay any shift allowances and/ or weekend penalties.

Employee Leaving During Notice Period

- (v) An employee whose employment is terminated for reasons set out in paragraph (i) may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with the employer until the expiry of such notice. Provided in such circumstances the employee shall not be entitled to payment in lieu of notice.

Alternative Employment

- (vi) Where the Employer offers the Employee acceptable alternative employment no severance payment is payable subject to an order of the FWC.

Time off Period of Notice

- (vii) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (viii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, produce proof of attendance at an interview or she/he shall not receive payment for the time absent.
- (ix) For this purpose a statutory declaration will be sufficient.

Employees with Less Than One Year's Continuous Service

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

Employees Exempted

- (xi) This clause shall not apply where employment has been terminated because the conduct of an employee justifies instant dismissal or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

36. ATTENDANCE AT MEETINGS AND FIRE DRILLS

- (i) Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for nominated compulsory training (e.g., fire drill and evacuation procedures), in accordance with relevant legislative requirements, shall be entitled to be paid the "ordinary rate" for the actual time

spent in attendance at such practices. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

- (ii) Any employee required to attend Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the "ordinary rate" for the actual time spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.
- (iii) For the purposes of this clause, "ordinary rate" shall include amounts payable under Appendix 1, subclauses (i) and (ii) of clause 20, Special Allowances, and plus, where appropriate, the casual loading prescribed in clause 17, Casual Employees, for employees engaged otherwise than as a full-time or part-time employee.

37. IN SERVICE EDUCATION AND TRAINING

- (i) An employer will make in-service training available to all employees to assist those employees to maintain professional registration or endorsement and skill development.
- (ii) Each employer shall provide a minimum of 12 hours of in-service training per annum to Nursing Assistants.
- (iii) Each employee shall provide to their employer details of their attendance at in-service training and the employer shall keep a record of this attendance.
- (iv) An employer will provide to an employee, who is employed in a nurse classification, on the termination of their employment, a written statement of the hours of in-service training attended by the employee.
- (v) Where practicable, such training shall be provided to employees during the normal rostered hours of work. Where it is not practicable to provide such training during the normal rostered hours of work then:
 - (a) Employees shall attend in-service training outside their normal rostered working hours when required to do so by the employer.
 - (b) An employer shall provide employees with two weeks' notice of the requirement to attend training outside of their normal rostered working hours.
 - (c) Notwithstanding Clause 15 Overtime, attendance at such training shall be paid at ordinary rates.

-
- (d) Attendance at such in-service training outside the normal rostered working time of an employee shall not affect the ordinary rate paid to the employee during normal rostered working time.
 - (vi) The employer will review all requests for external training on a case by case basis having regard to the operational needs of the business.

Mandatory Training, Work Health and Safety Committee and/or Board of Management Meetings, and First Aid Training

(vii) Mandatory Training

Employees will be given ongoing mandatory training as necessary, relevant to their roles and responsibilities.

Normally, mandatory training will be provided to employees during their normal rostered hours of work.

Where it is not possible to provide mandatory training during normal working hours, the Employer will provide the employee with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours.

Subject to prior approval by the Employer, where an employee attends training outside of their normal rostered hours they will be paid their base hourly rate of pay for such training time and the vehicle allowance for the travel time that is in excess of the time normally taken for the Employee to attend work.

(viii) E- Learning

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

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

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

Where an employee finds that it takes more than the allocated time to complete a module, they should log out of the training (which will save it automatically)

and bring this to the attention of their manager. The manager will take steps to ensure the employee is able to complete the training by:

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

(ix) Work Health and Safety Committee and/or Board of Management Meetings

Any employee required to attend Work Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the ordinary rate for the actual time spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

(x) First Aid Training

Where an employer directs an employee to attend First Aid training the employer will bear the cost of the training. If such training is held outside the ordinary hours of work, the employee will be entitled to receive payment at the ordinary rate for the actual time spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

38. STAFF AMENITIES

(i) The Employer shall provide certain amenities to employees.

(ii) Such amenities must include:

- (a) change rooms and lockers. Lockers shall be of the "lock up" type, with keys provided;
- (b) meal room;
- (c) facilities for boiling water, warming and refrigerating food and for washing and storing dining utensils;

(d) washing and bathing facilities;

(e) sanitary conveniences.

39. SALARY PACKAGING PROCEDURE

- (i) Permanent employees may be able to make voluntary pre-tax contributions or payments through a written salary packaging agreement between the employer and the employee. The employer will pay the salary packaging amount in accordance with the salary packaging agreement. The salary packaging arrangements pertain only to packaging superannuation contributions.
- (ii) An employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary packaging contribution for their benefit.
- (iii) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary packaging arrangement was not in place.
- (iv) The Employer recognises the need for employees to consider independent financial and taxation advice and recommend that employees consider such advice prior to entering into salary packaging arrangements.
- (v) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the employer will advise the employee concerned. The salary packaging contribution arrangement will be terminated or amended to comply with such laws.
- (vi) Unless otherwise agreed by the employer, an employee may revoke or vary their salary packaging contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary packaging benefit are met.

40. FLEXIBILITY ARRANGEMENT

- (i) The employer and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;

-
- (4) allowances;
 - (5) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) The employer and the individual employee must have genuinely made the agreement without coercion or duress.
 - (ii) The employer 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.
 - (iii) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (4) states the day on which the arrangement commences.
 - (iv) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
 - (v) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

41. WORKLOAD MANAGEMENT

- (i) The parties to this Agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employee/s and the quality of resident/client care.
- (ii) To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
 - (a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager within 48 hours for further discussion.
 - (c) If a solution still cannot be identified and implemented, the matter should be referred to the Facility 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 effected employees.
- (iii) Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:
 - (a) Clinical assessment of residents' needs;
 - (b) The demand of the environment such as facility layout;
 - (c) Statutory obligation, (including, but not limited to, work health and safety legislation);
 - (d) The requirements of nurse regulatory legislation;
 - (e) Reasonable workloads (such as roster arrangements);
 - (f) Accreditation standards; and
 - (g) Budgetary considerations.
- (iv) If the issue is still unresolved, the employee/s may advance the matter through Clause 10 Dispute Resolution Procedure. Arbitration of workload management issues may only occur by agreement of the employer and the employee representative, which may include the union/s.

42. REPRESENTATIVE LEAVE

- (i) Leave to attend trade union and union delegate courses/seminars shall be as follows:
 - (a) To a maximum of 3 days per year (1 January to 31 December) for the facility for the totality of all applications of paid trade union, union delegate training leave, attendance at association conferences, meetings and courses provided that:
 - (1) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute settlement procedure/s;
 - (2) that two weeks period of notice is provided to the employer;
 - (3) the approval of leave must have regard to the operational requirements of the employer;
 - (4) this leave shall be paid at the ordinary time rate of pay.
- (ii) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

43. DISCIPLINARY PROCEDURE

- (i) Discussions prior to decision to terminate employment

Prior to determining whether to terminate the employment of an employee on the grounds other than would justify summary dismissal, the Employer shall:

- (a) inform the employee that the termination of their employment is being considered; and
- (b) advise the employee of the reasons for possible termination; and
- (c) provide the employee with an opportunity to respond to any allegations regarding their conduct or performance and to show cause why their employment should not be terminated.
- (d) An employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. An employee who wishes to be represented may, at the request of the employee, be represented by a representative of the employee's choice, which may be a union representative.

Any request by the employee to meet and discuss the matter shall not be unreasonably refused.

- (ii) This clause shall not apply until the Employee has completed a period of employment with the Employer of at least the minimum employment period as prescribed in the Fair Work Act 2009.

44. WORKPLACE HEALTH AND SAFETY

The employer is commitment to continuous improvement in health and safety standards and has established consultative arrangements which are in accordance with the relevant occupational health and safety act and regulations. The employer ensures ongoing training and support for managers, supervisors and staff in respect to occupational health and safety standards.

45. FAMILY VIOLENCE

The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer seeks to develop a supportive workplace in which victims of family violence can come forward for help and support.

- (i) Definition of Family Violence

The employer accepts the definition of Family violence as stipulated in relevant state legislation. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

- (ii) General Measures

- (a) Proof of family violence may be required 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.
- (b) All personal information concerning family violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.
- (c) Contact officers from the Employer will be trained in family violence and privacy issues. The names of these contact officers will be made available within the workplace.
- (d) An Employee experiencing family violence may raise the issue with their immediate supervisor/manager and/or the trained contact officer(s). The supervisor/manager may seek advice from the Employer if the Employee chooses not to see the contact officer(s).

-
- (e) Where requested by an Employee, the contact officer(s) will liaise with the Employee's supervisor/manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub Clauses (iii) and (iv).

- (iii) Individual Support

- (a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve a request from an Employee experiencing family violence for the following, providing the request is reasonable in all the circumstances:
 - (1) changes to their span of hours or pattern or hours and/or shift patterns;
 - (2) job redesign or changes to duties within their skills and capabilities;
 - (3) relocation to suitable employment within the workplace;
 - (4) a change to their telephone number or email address to avoid harassing contact;
 - (5) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) An Employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources.
- (c) The Employer will make available a pack of resource information in regard to family violence and support services available. An Employee that discloses to the Employer that they are experiencing family violence will be given a resource pack of information regarding support services.

- (iv) Leave

- (a) The Employer will provide 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 flexibility to use their personal/carers leave for such purposes.
- (b) In addition, the Employer will provide up to five days exceptional circumstances leave per annum. An Employee will be required to use all other leave entitlements before making an application for Exceptional

Circumstances leave. This leave may be taken as consecutive or single days or as a fraction of a day. This leave will not be accrued

- (c) The Employee will apply in advance for this leave wherever possible.
- (d) An Employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children

APPENDIX 1 –WAGE RATE SCHEDULE

TABLE 1 - SALARIES					FFPPOA 2.4.16	FFPPOA 2.4.17	FFPPOA 2.10.17	FFPPOA 2.4.18	FFPPOA 2.10.18
					2.50%	1.25%	1.25%	1.25%	1.25%
	Classification	Current Rate (\$ Per Hour							
	Assistant in Nursing – Grade 1								
	1st Year- without Cert III	20.2405			20.7465	21.0058	21.2684	21.5343	21.8035
	2nd Year- with Cert III/IV	20.9694			21.4936	21.7623	22.0343	22.3098	22.5886
	3rd Year-with Cert III/IV	21.4135			21.9488	22.2232	22.5010	22.7823	23.0670
	4th Year-with Cert III/IV	22.0249			22.5755	22.8577	23.1434	23.4327	23.7256
	5 th Year-with Cert III/IV	22.2789			22.8359	23.1213	23.4103	23.7030	23.9993
	Assistant in Nursing – Grade 2								
	1st Year	23.3928			23.9776	24.2773	24.5808	24.8881	25.1992
	2 nd Year	24.2462			24.8524	25.1630	25.4775	25.7960	26.1185
	3rd Year	24.7203			25.3383	25.6550	25.9757	26.3004	26.6292
	Enrolled Nurse (without Medication Qualification)	26.0431			26.6942	27.0279	27.3657	27.7078	28.0541
	Endorsed Enrolled Nurse	27.0663			27.7430	28.0897	28.4409	28.7964	29.1563
	Registered Nurse		<i>RN Revised Structure (FFPPOA 1.2.16)</i>	FFPPOA 1.2.16					
	1st Year	27.0663	1st Year	29.83	30.5758	30.9579	31.3449	31.7367	32.1334
	2nd Year	28.4514	2nd Year	31.32	32.1030	32.5043	32.9106	33.3220	33.7385
	3rd Year	29.8366	3rd Year	32.79	33.6098	34.0299	34.4552	34.8859	35.3220
	4th Year	31.3216	4th Year	34.26	35.1165	35.5555	35.9999	36.4499	36.9055
	5th Year	32.794	4th Year (former 5 th year)	34.26	35.1165	35.5555	35.9999	36.4499	36.9055
	6th Year	34.2666	5th Year (former 6 th year)	36.5	37.4125	37.8802	38.3537	38.8331	39.3185
	7th Year	35.9512	6th Year and thereafter (former 7 th year)	39.26	40.2415	40.7445	41.2538	41.7695	42.2916
	8th Year	37.3488	6th Year and thereafter (former 8 th year)	39.26	40.2415	40.7445	41.2538	41.7695	42.2916
	Clinical Nurse Specialist	38.8213		40.74	41.7585	42.2804	42.8090	43.3441	43.8860

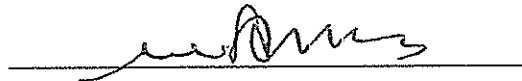
	Clinical Nurse Educator								
	1st Year	41.2546			42.2860	42.8145	43.3497	43.8916	44.4402
	2nd Year	42.3777			43.4371	43.9801	44.5299	45.0865	45.6501
	3rd Year	43.376			44.4604	45.0162	45.5789	46.1486	46.7255
	4th Year	45.5598			46.6988	47.2825	47.8736	48.4720	49.0779
	Deputy Director of Nursing								
	20 beds, less than 75 beds	44.2745			45.3814	45.9486	46.5230	47.1045	47.6933
	75 beds, less than 100 beds	45.2603			46.3918	46.9717	47.5589	48.1533	48.7553
	TABLE 2 - OTHER RATES AND ALLOWANCES				FFPPOA 2.4.16	FFPPOA 2.4.17	FFPPOA 2.10.17	FFPPOA 2.4.18	FFPPOA 2.10.18
Item No.	Description	Current Rate							
	(Refer to Agreement for Application)	(\$)							
1	In charge of nursing home less than 100 beds	23.64			24.23	24.53	24.84	25.15	25.47
2	In charge of nursing home 100 beds & <150 beds	38.09			39.04	39.53	40.02	40.52	41.03
3	In charge of ward/unit	23.64			24.23	24.53	24.84	25.15	25.47
4	On call	21.07			21.60	21.87	22.14	22.42	22.70
5	On call on rostered days off	42.16			43.21	43.75	44.30	44.85	45.42
6	On call during meal break	11.4			11.69	11.83	11.98	12.13	12.28
7	Travelling Allowance	0.91			0.93	0.94	0.96	0.97	0.98
8	Climatic Allowance (p/w)	4.24			4.35	4.40	4.46	4.51	4.57
9	Isolation Allowance (p/w)	8.11			8.31	8.42	8.52	8.63	8.74
10	Uniform	6.74			6.91	6.99	7.08	7.17	7.26
11	Shoes	2.1			2.15	2.18	2.21	2.23	2.26
12	Cardigan or Jacket	2.02			2.07	2.10	2.12	2.15	2.18
13	Stockings	3.49			3.58	3.62	3.67	3.71	3.76
14	Socks	0.69			0.71	0.72	0.73	0.73	0.74
15	Laundry	6.46			6.62	6.70	6.79	6.87	6.96
16	Meal on overtime	9.63			9.87	9.99	10.12	10.25	10.37
17	Breakfast	3.61			3.70	3.75	3.79	3.84	3.89
18	Other Meals	6.51			6.67	6.76	6.84	6.93	7.01
	TABLE 3- CONTINUING EDUCATION ALLOWANCE				FFPPOA 2.4.16	FFPPOA 2.4.17	FFPPOA 2.10.17	FFPPOA 2.4.18	FFPPOA 2.10.18

Item No.	Description								
	(Refer to Agreement for Application)								
1	Continuing education allowance: RN	19.26			19.74	19.99	20.24	20.49	20.75
2	Continuing education allowance: RN	32.11			32.91	33.32	33.74	34.16	34.59
3	Continuing education allowance: RN:	38.53			39.49	39.99	40.49	40.99	41.51
4	Continuing education allowance: EN	12.84			13.16	13.33	13.49	13.66	13.83

APPENDIX 2 – FACILITIES

Loreto Homes of Compassion
Mary Potter Nursing Home

I am authorised to sign this Agreement on behalf of THE FORREST CENTRE



SIGNATURE


NEIL ROSS STUBBY
CHIEF EXECUTIVE OFFICER
PRINT NAME AND TITLE

Address:

THE FORREST CENTRE
6 LEWISHAM AVENUE
WAGGA WAGGA

Date

17 MARCH 2016

.....



Brett Howard Holmes
General Secretary
New South Wales Nurses and
Midwives' Association; and

Branch Secretary
Australian Nursing & Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

.....

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

.....


Coral Vicky Levett
President
New South Wales Nurses and
Midwives' Association, and;

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

.....

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 34 of the Rules of the New South Wales Nurses and Midwives' Association and Rule 40 of the Rules of the Australian Nursing & Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.

